

VILLAGE OF NORTH SYRACUSE

Regular Board Meeting

Thursday, October 12th, 2023 @ 6:30 PM

North Syracuse Community Center

600 South Bay Road, North Syracuse, NY

Facebook Livestreamed

The Village of North Syracuse Regular Board Meeting began at 6:30 P.M. with Mayor Gary Butterfield asking everyone to join him in the Pledge of Allegiance.

Roll Call: Mayor Gary Butterfield, Trustee John Bolton, Trustee Chris Strong, and Dep. Mayor Gustafson.

Personnel Present: Village Clerk/Treasurer Kufel, DPW Superintendent Ed Ware, Fire Chief Richard Allen, Parks Director Tony Burkinshaw, and Police Chief Chance Fieldson, and Village Engineer Amy Franco.

Personnel Absent: Codes Enf. Officer (Vacant), Trustee LouAnn St. Germain (Excused), and Village Attorney Robert Germain.

RESOLUTION # 232-23

APPROVAL OF REG. BD. MTG. -SEPTEMBER 28TH, 2023

Dep. Mayor Gustafson made a motion to approve the minutes (Facebook Livestreamed) from the September 28th, 2023, Board Meeting. The motion was seconded by Trustee Bolton. Trustee Strong asked for a correction: He not be marked late, he notified members of the Board, and the Clerk-Treasurer; he was excused. The motion was approved: Bolton, Strong, and Gustafson, all voting in favor of the same.

RESOLUTION #233-23

GENERAL FUND ABSTRACT APPROVAL

Trustee Strong made a motion to approve General Fund Abstract #10 in the amount of \$215,257.59 covering voucher #617 thru #671. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: Bolton, Strong, and Gustafson, all voting in favor of the same.

RESOLUTION #234-23

SEWER FUND ABSTRACT APPROVAL

Trustee Strong made a motion to approve Sewer Fund Abstract #10 in the amount of \$31.20 covering voucher #24. The motion was seconded by Trustee Bolton. The motion was approved: Bolton, Strong, and Gustafson, all voting in favor of the same.

RESOLUTION # 235-23

BUDGET TRANSFER(S)

The Mayor stated the transfer: The Board originally already approved \$166,309, but need additional approval for the cost. Dep. Mayor Gustafson made a motion to approve the budget transfers from A3501 CHIPS Monies in the amount of \$7,108.00 to increase A5110.22 Bucket Truck. The motion was



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seconded by Trustee Strong. The motion was approved: Bolton, Strong, and Gustafson, all voting in favor of the same.

OLD BUSINESS:

**UPDATE: COMMUNITY CTR. PAVILION AND ENTRANCE PROJECT/AWARD:
THE PAVILION HAS BEEN ORDERED. SCHEDULED TO BEGIN TODAY**

The Mayor stated we have a contract signed, they've done the layout for potentially starting on Monday. He continued we got some details going out to DASNY that the contractor is to potentially start Monday; if things go well, we could potentially be done before our Holiday Parade, so we will have a new entrance.

DISCUSS/APPROVE MOA/CSEA-CARETAKER POSITION

The Mayor stated that he talked to the union representative for the CSEA, they reached out to him and stated he was on vacation. Jimmy Wallace was on vacation. He added we can do it when he gets back, it does not affect this yr., so there is no rush. We can just table this.

UPDATE FOR 118 GROVE STREET/130 VAN MARA DRIVE

The Mayor stated the next item on the agenda is Update for 118 Grove Street/130 Van Mara Drive: 118 Grove Street: The framing is now going up. He continued he was unaware that our former Code Off. issued a permit, so we will have to wait for the work to be done; there is going to have to be a Certificate of Occupancy given. He explained if there are mold issues, damage to the interior framing that was exposed, then there will not be a C of O as far as he knows; he is not a Codes Enf. Officer, but we will be very careful handing out a C of O. He explained he has not driven by, but there are rafters up and there has not been any progress in 2 weeks.

The Mayor stated 130 Van Mara Dr.: Sup't Ware notified the Mayor that somebody was mowing the lawn, there was something tagged to the door. He continued this is the house that is ready to collapse. He shared that he just found out today that the owner of the property passed, but there is a management company that was going to come in and try to fix it. He added apparently there is a mortgage on the property, so until we find out more about that. He explained it is a danger. He explained we have a new Codes Officer starting on Monday and he is going to have his hands full, because he is going to be in training.

UPDATE: GENERATOR MTC. FOR DPW/VILLAGE HALL/FIRE DEPT.



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The Mayor stated the next item on the agenda is Update: Generator Mtc. For DPW/Village Hall/Fire Dept: Again, DPW Sup't Ware was looking into this but was under the weather for the better part of the week, so you do not have any information. DPW Sup't Ware apologized for that, no, he does not have any information to give the Board. The Mayor tabled this.

UPDATE: 115 CHESTNUT STREET

The Mayor stated the next item on the agenda is Update: 115 Chestnut St.: We have officially posted the legal notice for the demolition, and the environment component, each separately; the bid openings are scheduled. Mrs. Franco stated they sent them out to a bunch of contractors so they are hoping for a good response.

UPDATE: COMM. DEV. GRANT-NESTICOS/FERGERTSON FUN. HOME/MUGSHOTZ

The Mayor stated this is with Comm. Dev. - Nesticos and Ferguson Fun. Home is done. He continued it is a process where we get money from the Cty.; Mugshotz we sent a letter; he did not know if we had any further contact from them. The Mayor added they do have time, but we cannot just let it go without getting an answer, because there are other people that are interested; so, we will see what transpires from the letter.

UPDATE: COMM. DEV. 2022- COMM. CTR. -DOWNSTAIRS PROJECT/JUDGES CHAMBERS

The Mayor stated this Comm. Dev. 2022 Funding is the project with the basement, some work was started on this, but we found the water was in the basement; the sump pump had quit, because the GFI had quit. He continued it was damp and probably had this dampness all the long, so we fixed the sump pump, the breaker and got a commercial humidifier which is working well he understands. He added another issue is there is a leak over in that corner, it keeps seeping in, so they are going to try to get an excavator once the project is started; to dig down in where the water is seeping in. He explained just exposed that, it maybe the sewer line that is leaking, but we will not know until we do an investigation. He continued we have an illegal connection tapped into the sanitary sewer; we have got to fix that and take it into the storm sewer sump pump. We are kind of investigating as we go to solve the issue.

NEW BUSINESS:

RESOLUTION # 236-23

**DISCUSS/APPROVE THE AGREEMENT FOR VEHICLE OWNERSHIP
AND USE FOR CAR 3/VEH. ID END 65205**



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Trustee Strong made a motion to turn Car 3 with Veh. ID. #65205 to the Village for \$1 to pass on maintenance and continuing financial obligations necessary to maintain this vehicle at which time it would be turned back over to the association. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: Bolton, Strong, and Gustafson, all voting in favor of the same.

INFORMATIONAL: 2023 TREE GRANT APPLICATION

The Mayor stated CHA prepared the application that describes areas at Lonergan Pk. for these trees. He explained we applied for the grant; we will wait and see.

RESOLUTION # 237-23

**DISCUSS/APPROVE PART-TIME HIRE OF L. LANE-2 DAYS
PER WEEK/CURRENTLY WE PAY STAFKINGS**

Trustee Bolton made a motion to hire Linda Lane Part-time at \$18/hr. part-time under 20 hrs./wk., typically works 2 days, but will work 3 days if needed. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: Bolton, Strong, and Gustafson, all voting in favor of the same.

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

Shannon Gorzell of 105 Ivon Dr. spoke of requesting a stop sign at the corner of Ivon Dr. and Belmore Dr., it is not safe for the kids with the speeding; Police and DPW will monitor.

Luisa Grotella of 102 Ivon Dr. spoke of speed front either direction and suggested a sign that displays your speed to help for a few weeks.

David Ellithorpe of 118 Grove St. stated he would like to give a progress report, we have the beam up and the rafters $\frac{3}{4}$ of the way done; we will be sheathing and cover it, so it will be sealed.

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 Chance Fieldson): He stated the following:



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- Safety Day-Used Child ID machine, exciting for them as well
- Casey Placito worked administratively getting administrative logins done; hopefully can get out in a wk. or 2 on road
- Performing background checks for Police Academy scheduled for 11/27/23
- Officer 1st time officer testifying for Grand Jury, did amazing job

Fire Department: (Fire Chief Richard Allen): He stated the following:

- Thanked Dept. Heads for help with Safety Day Event

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

- Busy with vehicle maintenance
- Doing brush, when Bucket Truck hydraulic stabilizer gets repaired, will bring Leifer out
- New employee doing well, he is happy to be here in the Vlg.

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

- Park at Dark Event put on by B'ville Conn.
- Trunk or Treat Event: Free, pre-register, that is with Senator Manion following week
- Start painting upstairs of Comm. Ctr. October 28th thru Nov. 5th; so, no Comm. Ctr. rentals
- Early voting October 28th thru Nov. 5th
- Smoking in the Parks, need to make a decision

Codes Department: (Codes Enforcement Officer: Vacant): No Report.

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

- Financials: Depts. some hits, front bump out had a hit: Tried to get funding from Cody Kelley which did not transpire, good, successful yr. with a lot happening
- 5 or 6 other funds left to close, will be looking to open June, July, August, very soon

DEPUTY MAYOR-TRUSTEES REPORT:

Trustee St. Germain: No Report. (Absent).

Trustee Strong: No Report:

Trustee Bolton: He stated the following:

- Great Fire Dept. event, grandchild got free ID



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- Trustees will have vehicle at Trunk or Treat
- Traffic Enf.: Police Patrols out to deal with People not stopping for school buses on Taft Rd
- Star Review, not interested in stories; a reporter has to do; been looking to hire 1 for mos.

RESOLUTION # 238-23 MORATORIUM: NEW OR EXISTING SMOKE SHOPS, TOBACCO RETAILERS OR ESTABLISHMENTS OFFERING TOBACCO ACCESSORIES BOTH FOR SALE OR EXCHANGE FOR ENTRY

Trustee Bolton made a motion to have a 60-day moratorium on the opening of any new or expansion of any existing smoke shops and tobacco retailers or establishments offering tobacco accessories both for sale or exchange for entry. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: Bolton, Strong, and Gustafson, all voting in favor of the same.

Dep. Mayor Gustafson: No Report.

MAYOR'S REPORT:

The Mayor stated Brolex there is a skeleton crew working there, he is fearful, they may be in trouble. He continued the old bowling alley; he does believe a permit is being issued maybe as we speak or tomorrow for the demolition for that project. He added Newcomer Funeral Home has been given a permit, they are doing an addition. He explained the next Mayor's Meeting is Wednesday, October 18th at 5:00 and the speaker is going to be Barabara Van Epps who is the new President of NYCOM. He shared he and Trustee Bolton are signed up, hopefully it will be well attended. He stated she was the Dep. Director and now she is the Director. He stated next Wednesday at 10:30 AM he would like to have a Staff Meeting; we have not had 1 in quite a while. He shared he just got an email from our Atty., there is a contract almost in place for the Just 1 Bite property from the developer. He stated we have been trying to work with him for quite a while, but at least we have some movement which is good news for us. He continued the design will have to be modified, now that we are post pandemic, the materials are more costly; and time lines are stretched out, hopefully we will have a diner in the Vlg. again.

Trustee Strong made a motion to adjourn at 7:12 P.M. The motion was seconded by Trustee Bolton. The motion was approved: Bolton, Strong, and Gustafson, all voting in favor of the same.

Respectfully submitted,

Dianne M. Kufel
Village Clerk-Treasurer

CNY Stormwater Coalition Staff Services Proposal

2023 Program Year

December 2022

Lauren Darcy
Senior Environmental Planner

ldarcy@cnyrpdb.org

SUMMARY

This proposal for staff services and education assistance responds to the need for staff and administrative services necessary to sustain the CNY Stormwater Coalition, and to comply with the Minimum Control Measure 1 requirements of NYS General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) or its successors.

The purpose of the CNY Stormwater Coalition is to provide regulated MS4 communities with support in meeting requirements of the NYS MS4 General Stormwater Permit. The CNY Stormwater Coalition has been active since 2011, hosted by the Central NY Regional Planning and Development Board (CNY RPDB). Stormwater Coalitions are encouraged by both the NYS DEC and the U.S. EPA as an effective strategy for regional compliance, shared services, and peer learning. Participation in a regional coalition is looked upon favorably by both agencies in grant funding requests.

The proposed workplan includes administrative services and program services to be provided by the CNY RPDB. The primary goal is to assist MS4 operators in meeting requirements of the NYS General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) (GP-0-15-003) and its successors, specifically the requirements for Minimum Control Measure 1. The CNY RPDB will provide the following services to the members of the CNY Stormwater Coalition during the 2023 calendar year.

1. Administration and Staff Support for CNY Stormwater Coalition meetings,
2. Public Education and Outreach implementation and reporting, and
3. Direct Municipal Assistance

SCOPE OF SERVICES

1. CNY Stormwater Coalition Administration and Staffing

1.1 Staffing Support for the CNY Stormwater Coalition and Executive Committee

CNY RPDB will plan and facilitate four scheduled meetings of the CNY Stormwater Coalition, four scheduled in-person meetings of the CNY Stormwater Coalition Executive Committee, and meetings of Coalition working committees, as needed, to advance and sustain a fully functioning Coalition. Meetings may be held remotely or in person. For this program year we anticipate one working subcommittee, the MS4 Coordinated Mapping Subcommittee. This subcommittee will develop an approach to meeting the enhanced mapping requirements of the new General Permit.

Staff support for all scheduled meetings includes:

- meeting announcements,
- creating and circulating agendas and progress reports,
- recruiting topical speakers, and
- maintaining and circulating meeting minutes.

Staff support for the coalition also includes monitoring public and private grant opportunities, issuing appropriate Requests for Proposals, and overseeing implementation of any grant-funded projects. For this program year, it is anticipated that the Coalition will be awarded funds through the DEC Non-Agricultural Non-Point Source Pollution grant program. If awarded, CNY RPDB will administer the grant, issue an RFP for mapping services, and oversee contracting of consultants to complete the MS4 mapping work as described in the grant application.

1.2 Communications

Another key role in providing support to the Coalition is managing communications with statewide organizations and agencies. CNY RPDB will act as a liaison between the Coalition and regulatory agencies such as the NYS DEC and the U.S. EPA by staying in touch with the regional staff of these agencies.

We anticipate that an effective date for a new General Stormwater permit will be announced in 2023. In anticipation, CNY RPDB will monitor the timeline for this announcement and share any updates as appropriate. In the event a new permit is issued during this year, CNY RPDB will become familiar with the permit terms and work to keep MS4 operators informed of any changes in requirements and reporting needs. To aid in this, CNY RPDB will prepare a presentation and written materials for Coalition members to support regulatory compliance with the next version of the MS4 General Stormwater Permit upon its effective date.

Additionally, CNY RPDB will engage other NY State stormwater coalitions and non-regulatory partners involved in stormwater management to identify compliance opportunities that support the members of the CNY Stormwater Coalition. CNY RPDB will monitor training opportunities and resources prepared by others to share with Coalition members as appropriate.

1.3 Administration and Reporting

CNY RPDB will administer all contracted activities funded as part of this Scope of Services through December 31, 2023, including quarterly financial reporting, bookkeeping, and accounting, documentation of local match to support grant funded programs, subcontracting, and solicitations. Progress reports and financial reporting will be made available to the Coalition's Executive Committee on a quarterly basis.

2. Public Education and Outreach Implementation and Reporting

2.1 Maintain Regional Stormwater Website and Online Outreach

CNY RPDB will update and promote the CNY Stormwater website, which contains information about the General Permit requirements for municipalities as well as information for the public. CNY RPDB will provide the website link for posting on municipal websites when the update is complete. This website will be maintained and updated as needed.

CNY RPDB will send periodic email blasts to distribution lists focused on at-home strategies to mitigate stormwater as well as announcements for related community events, and state or local initiatives. Residents will be able to sign up for the email distribution on our website. All member municipalities will be automatically signed up for this distribution and are encouraged to share as well.

Online outreach will also include social media to make announcements about upcoming events, share notices, and encourage people to visit the Coalition website. Analytics will be used to quantify reach and reporting. The Coalition currently has a sizable Twitter following; however, the platform is going through significant changes in ownership and function; we will evaluate this and new platforms and adjust the social media strategy in the first quarter of 2023.

2.2 Print Handouts

CNY RPDB will refresh printed handouts, postcards, and brochures on various topics, including but not limited to, winter de-icing, pet waste, rain barrels, and residential scale green infrastructure. Handouts will be printed and delivered to municipal offices and libraries as well as other community centers upon request and handed out at related community events. These will also be made available online to be printed and used as needed.

2.3 Community Partnership

CNY RPDB will re-establish contacts with the Onondaga County Public Library and appropriate branch libraries in Madison and Oswego Counties to distribute stormwater educational materials to the public and identify opportunities for collaborative educational programming. CNY RPDB will pursue additional partnership opportunities, as appropriate, to integrate stormwater information into existing community initiatives. This includes coordinating with the annual OCCRA Earth Day Clean Up, tabling at the Rosamond Gifford Zoo's annual Party for the Planet and working on rain garden programming with the Cornell Cooperative Extension Master Gardeners Program.

CNY RPDB will work with partner agencies to establish a Watershed Educational collaborative to allow agencies, organizations, and other partners in the SUA whose focus is on water quality protection and/or education to share ideas, resources, and coordinate messaging. The purpose of this coordination is to align educational outreach and messaging on protection activities to residents that meet our various reporting and educational goals. This will pool agency creativity, resources, and capacity to create shared educational resources and a recognizable campaign, consistent messaging, workshops, and presence on the impacts of land use/ run off to water quality in the SUA. Partnerships to explore include, but are not limited to, Cornell Cooperative Extension, Onondaga County Department of Water Environment Protection (WEP), and Project Watershed.

CNY RPDB is available to present or table at any appropriate community events within the Syracuse Urbanized area. We will seek out opportunities for regional events, such as Party for the Planet, and are available for local community events at the request of Coalition Members. Tabling materials include informational handouts and displays, interactive children's activities and giveaways that align with our message such as dog waste bags.

2.4 Direct Outreach to Targeted Stakeholder Groups

At this time of writing there are two scheduled presentations: 1) Home Landscaping for Stormwater: Cornell Cooperative Extension Master Gardeners and 2) Municipal Stormwater Roles and Responsibilities: Syracuse Planning Federation. CNY RPDB will seek, and respond to additional opportunities

"The Municipal Stormwater Roles and Responsibilities" presentation will be offered to any Municipal Board or committee upon request.

CNY RPDB will offer presentations or workshops on a range of topics including, but not limited to green infrastructure, BMPs for homeowners or commercial businesses, and specifics of the permit program as requested. Information will be geared to the specific audience which may include, but is not limited to, construction professionals, landscaping professionals, the public, municipal committees, and educators.

Specifically, CNY RPDB will explore planning and facilitating an educational session on landscaping practices that can mitigate Stormwater impacts targeted to homeowners, property managers and/ or professional landscaping companies to take place in the Spring. This will be co-created with partner organizations and would include panelists to discuss alternatives to traditional turf lawn, such as the SUNY ESF Restoration Science Center, Cornell Turf Grass Program, and others.

2.5 MCM 1 Documentation and Reporting

CNY RPDB will document all education, training, and outreach compliance activities conducted on behalf of the Coalition and complete the Minimum Control Measure 1. Public Education and Outreach section of the MS4 annual report in compliance with MS4 annual reporting requirements, and Part 9b semi-annual reporting requirements for MS4s in the Onondaga Lake Watershed, as specified in the most current NY SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s). CNY RPDB will deliver, electronically, the MCM 1 section to participating MS4s to include in their individual annual and semiannual reports following the end of each reporting period.

3. Direct Municipal Assistance

3.1 GP-0-22-002 Permit review and implementation assistance

CNYRPBD will review the finalized permit and provide guidance to members on the updated requirements and strategies to meet them. CNY RPDB will update the Stormwater Management Plan Template to match the conditions of the new permit. CNY RPDB will also update the 2011 Municipal Role Guidebook for redistribution. CNY RPDB will closely review the requirements for MCM 1 and will make the necessary adjustments to the education program and plan to meet the permit requirements upon its effective date.

CNY RPDB will update the 2011 “Stormwater Program Overview for Municipal Officials” and the template Stormwater Management Plan to reflect new permit requirements. These materials will be distributed to Coalition members.

3.2 Municipal Training Opportunities

CNY RPDB will work with other Stormwater Coalitions across the state to offer a Spring Training Series to MS4 operators and others working in stormwater that are eligible for PDH credits.

In addition, CNY RPDB will identify subject experts to present to local MS4 operators on issues including, but not limited to:

- Illicit Discharge Detection and Elimination,
- Municipal Good Housekeeping,
- Preparing for an MS4 Audit, and
- Sediment and Erosion Control with OCSWCD [tentative]

CNY RPDB will coordinate with other Region 7 Stormwater coalitions to provide expanded training opportunities in Central NY.

CNY RPDB will purchase a membership to the Center for Watershed Protection at a cost of \$1000. CNY RPDB will advertise relevant trainings provided through this resource to Coalition members and screen webcasts at the downtown office as appropriate.

CNY RPDB will monitor for outside training opportunities and keep coalition members informed of opportunities presented by the Center for Watershed Protection, local Soil and Water Conservation Districts, State Associations, and other training providers. CNY RPDB will also host screenings of prerecorded trainings regularly throughout the year, to provide opportunities for networking and peer information sharing.

3.3 Online System Map

CNY RPDB will compile new and existing data and information needed to expand the storm sewer system mapping effort. This may include additional field data collection and data post-processing, digitizing existing paper maps, and/or other tasks as needed to advance efforts to build a full, regional system map. CNY RPDB will secure all necessary software and hardware updates, storage credits, and perform ongoing maintenance of the online map platform as needed. CNY RPDB will aid member municipalities to support additional data collection efforts as required by draft GP-0-22-002 upon its effective date.

In 2022, CNY RPDB staff submitted a grant application to the NYS DEC for funding to complete the online system map for CNY Stormwater Coalition members. If this grant funding is awarded, CNY RPDB will utilize these funds to retain a firm to complete the fieldwork and online mapping necessary to create a complete system map, and to work with Coalition members to create a long-term plan for maintaining this geospatial inventory of system features.

3.4 Grant Writing Assistance

CNY RPDB is experienced in preparing and administering State and Federal Grants and is available to assist municipalities in identifying, writing, and administering grants. Most NY State grants are announced in May with applications due at the end of July. Grants for implementing Stormwater management actions include the DEC Water Quality Improvement Program and the Environmental Facilities Corporation Green Innovation Grant Program.

CNY RPDB will assist in identifying, writing, and implementing grant programs that work toward meeting MS4 Permit requirements and preventing stormwater pollution in municipalities as requested. As needed, the CNY RPDB will collaborate with multiple coalition members to develop intermunicipal stormwater projects.

CNY RPDB is also available for letters of support as appropriate.

3.5 Project Prioritization

Over the 2023 program year, CNY RPDB staff will meet with municipal staff to identify and prioritize potential green infrastructure and stormwater mitigation projects that would be strong grant funding opportunities.

PROGRAM FEE

The services described in this proposal will be conducted for a total fee not to exceed \$108,000 (\$3,600 per MS4 operator). To participate in the proposed program, MS4s are required to adopt and return a municipal resolution no later than December 1st, 2022 to CNY RPDB. CNY RPDB will issue a single invoice for the annual scope of work in January of 2023. Full payment will be due to CNY RPDB no later than March 1st.

STATEMENT OF QUALIFICATIONS

CNY RPDB has been active in water resources planning since the 1970s and has coordinated with NYS DEC for over 50 years. Activities have included:

- nonpoint source pollution control,
- outreach/education/training,
- public participation assistance,
- partnership building,
- watershed planning,
- support for county water quality coordinating committees, and
- SPDES Phase II Stormwater Permit assistance.

CNY RPDB has taken a leading role in Stormwater management through MS4s with municipal, public and contractor education and training, stormwater mapping assistance, and technical support related to developing required local laws.

CNY RPDB has been responsible for securing and administrating grants on behalf of regulated MS4s and led the development of the CNY Stormwater Coalition in 2011. Since then, CNY RPDB has leveraged CNY Stormwater Coalition membership fees to secure over \$900,000 in state funding to support MS4 compliance efforts including mapping and modeling projects. CNY RPDB maintains strong working relationships with the regulated MS4s and is recognized as a valuable and trusted partner in the stormwater management arena.

CNY RPDB serves as the Statewide Water Quality Management Planning Coordinator on behalf the NYS Association of Regional Councils (NYSARC). In this capacity, CNY RPDB serves as an administrative liaison to NYS DEC for various priority water quality initiatives and serves at DEC's invitation on several water quality advisory councils and working groups.

ATTACHMENT A 2022 Member status

Syracuse Urban Area MS4s		2022 Member Status
1	Baldwinsville	Member
2	Camillus, Town	Member
3	Camillus, Village	Member
4	Central Square	Member
5	Cicero	Member
6	Clay	Member
7	DeWitt	Member
8	East Syracuse	Member
9	Fayetteville	Member
10	Geddes	Member
11	Hastings	Member
12	LaFayette	Member
13	Liverpool	Member
14	Lysander	Member
15	Manlius, Town	Member
16	Manlius, Village	Member
17	Marcellus, Town	Member
18	Marcellus, Village	Member
19	Minoa	Member
20	North Syracuse	Member
21	Onondaga County	Member
22	Onondaga, Town	Member
23	Phoenix	Member
24	Pompey	Member
25	Salina	Member
26	Solvay	Member
27	Sullivan	Member
28	Syracuse	Member
29	Van Buren	Member
30	NYS Fairgrounds	Member

In witness thereof, I have hereunto set my hand this _____ day of _____, 2023.

Signature of Recording Officer

Title of Recording Officer

Impress Official Seal here.

**Resolution Supporting Participation in the
CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program**

Resolution authorizing the items listed below pursuant to requirements of the New York State Pollutant Discharge Elimination System Municipal Separate Storm Sewer System General Permit.

WHEREAS, _____
(Legal Name of Municipality)

herein called the “Municipality”, after thorough consideration of the various aspects of the problem and consideration of available information, has hereby determined that certain work, as described in Attachment A, herein called the “Project”, is desirable, is in the public interest, and is required to implement the Project; and

WHEREAS, the Central New York Regional Planning & Development Board, herein called the “Board”, has provided program planning and implementation assistance pertaining to the requirements of the New York State Pollutant Discharge Elimination System (SPDES) Stormwater Phase II General Permit for Municipal Separate Storm Sewer System (MS4) operators since 2002, and

WHEREAS, the Board has proposed staff and education assistance services in support of sustaining the CNY Stormwater Coalition and to provide a regional public education, outreach and training compliance program to reduce municipal staff burdens, ensure consistency, provide widespread priority audience targeting the most efficient use of limited municipal funds by distributing total program costs over a number of entities within a twelve-month timeframe.

NOW, THEREFORE, BE IT RESOLVED BY _____
(Governing Body of Municipality)

1. That _____
(Name and Title of Chief Elected Official)

or such person’s successor in office is the representative authorized to act on behalf of the Municipality’s governing body in all matters related the Project;

2. That the Municipality agrees that it will fund its portion of the program cost in the amount of \$3,600, and that those funds will be made available to the Board upon receipt of invoice.

3. That one (1) certified copy of this Resolution will be prepared and sent to the Board upon adoption.

4. That this Resolution take effect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the _____
(Name of Governing Body of Applicant)

duly held on the _____ day of _____, 2023; and further that such Resolution has been fully recorded in the _____ in my office.
(Title of Record Book)

Dianne Kufel

From: Samuel Doubleday <samuel.doubleday@oyarenewables.com>
Sent: Friday, October 6, 2023 11:36 AM
To: Gary Butterfield; Dianne Kufel
Cc: sam
Subject: [External] May I present at next Thursday's Board Meeting?

MS
10/26/23

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

Good morning Mayor Butterfield and Ms. Kufel,

I would like to re-visit with you the free New York State energy program called *Community Solar utility bill crediting*. I'm aware Amanda Mazzoni of the Central New York Regional Planning & Development Board met a few months back and brought up this subject.

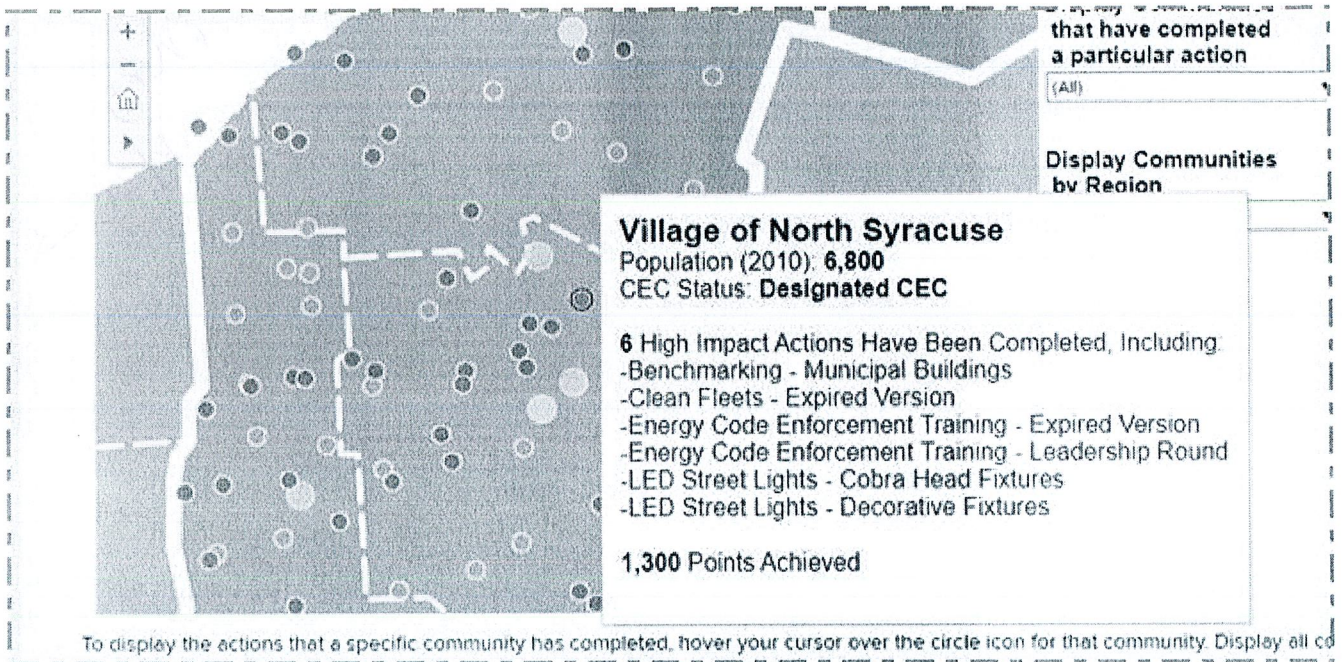
It is free and there's no risk.

May I present this program at next Thursday's Board Meeting? I will only need *five minutes* to present and describe the program, and will leave hardcopies of the presentation for the Trustees to keep and study.

Municipalities participating we have signed:

1. Village of Pulaski
2. Village of Fayetteville
3. Village of Manlius (\$7,500/year in bill savings)
4. Town of Manlius
5. Village of Ballston Spa
6. Town of Charlton
7. City of Oswego (\$40,000/year in bill savings)
8. Village of Baldwinsville
9. Village of Phoenix
10. Town of Malta
11. Town of Edwards

Additionally, participation in Community Solar utility bill crediting will gain you points in NYSERDA's Clean Energy Communities program, and if you allow me to manage for you a 'Community Campaign', also in this program, you can earn a quick and easy \$5,000 from NYSERDA (Amanda and I will do all the work).



Thank you for your time, and please let me know about next Thursday.

Sincerely,

Sam Doubleday
 Syracuse

Samuel Doubleday
 Senior Subscriber, Origination



315-727-2152 (cell)
 samuel.doubleday@oyarenewables.com
 109 Twin Oaks Drive, Syracuse, NY, 13206, United States

Dianne Kufel

From: Sue Bucci
Sent: Monday, October 23, 2023 11:13 AM
To: Dianne Kufel
Subject: Ed's Conference

RECEIVED

OCT 23 2023

**VILLAGE OF N. SYRACUSE
CLERK/TREASURER**

On July 28 I emailed you about the U-Dig Conference that Ed will be attending October 24-25. I asked you to put it on the agenda. That was over two months ago, and I apologize for not sending you another email closer to the travel date. So, I goofed by not getting this info to you sooner for Board approval. U-Dig is the service we deal with for Dig Safely, marking out utilities in the Village. There is no charge for the Conference, breakfast and lunch will be provided. Ed will be travelling to Batavia tonight and staying at the Fairfield Inn for two nights at the government rate of \$98/night. The only other charges will be gasoline and any dinner receipts Ed turns in (he's not good about that!). Again, I'm sorry for not getting this info to you so it could have been on the agenda prior to travel.
Sue

10/10/10

10/10/10

10/10/10

DEPT. USE ONLY:
23257

VILLAGE OF NORTH SYRACUSE
REQUISITION FORM

RECEIVED STAMP
OCT 20 2023
Village of North Syracuse

FY 2023/2024

Requesting Dept: SPW
Vendor Name: M+T CARD
Address: _____

Account	Amount	
A5010.466	194.00	W-9 <input type="checkbox"/>
		INSURANCE <input type="checkbox"/>
		HOLD HARMLESS <input type="checkbox"/>
		PREVAILING WAGE <input type="checkbox"/>

DATE	QTY	DESCRIPTION	UNIT PRICE	TOTAL COST
		FAIRFIELD INN + SUITES BATAVIA NY	98/NIGHT	194.00
		(FOR U-DIG CONFERENCE 10/24-10/25/2023)		
		(2 NIGHTS) OCT 23 + OCT 24.		
		CONF. # 70974205		
				196.00

Budget Transfer Attached YES NO

Authorized By: SPW EW
Date: 10/19/2023

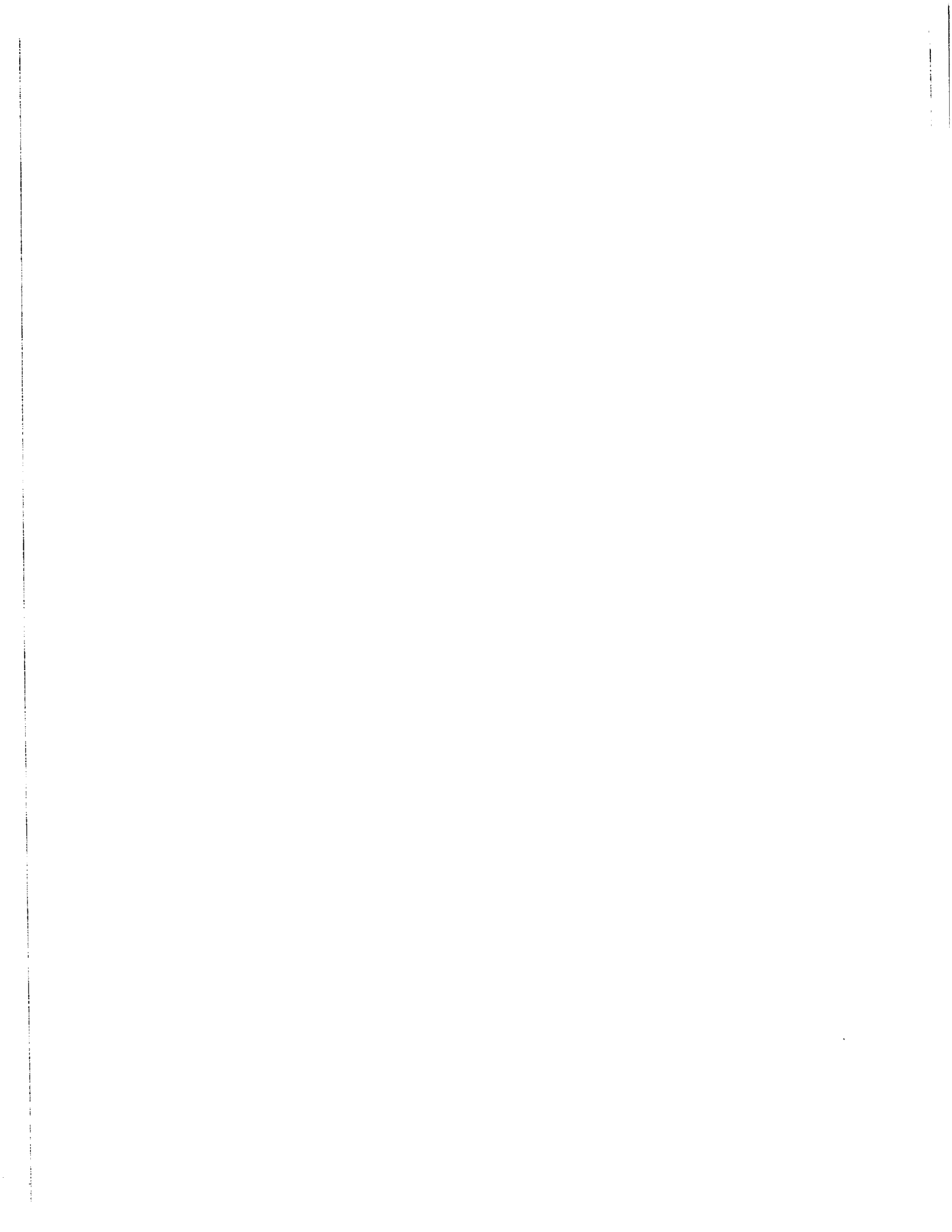
Approved by: _____
Mayor Over 200 Date: _____
Trustee Over 999 Date: _____
Trustee Over 999 Date: _____

Public Works Contracts

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

Purchasing Contracts

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



Dianne Kufel

From: plinnertz@northsyracusefire.com
Sent: Tuesday, October 17, 2023 7:47 PM
To: Dianne Kufel
Cc: 'Richard Allen'; 'Jozsef Asztalos'; John Bolton
Subject: [External] Insurance request

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

Dianne,

The Fire Department (Village) is entering into an agreement with Royal Wash Development, LLC. This agreement will allow the FD to use four acquired structures for training over the next few months. Below is the insurance requirements for the Village that have been assigned by Robert Germain, Esq. Would you please obtain the correct document from our insurance company demonstrating we have the following coverage, and naming Royal Wash Development, LLC as an additional named insured for this agreement.

If you have any questions please contact directly.

Please add this to the agenda for the next Board meeting authorizing the Mayor to sign this agreement. I will get you a copy in the next few days.

Paul Linnertz, F/F

Insurance

Prior to access and use by the Fire Department of the Premises, the Fire Department shall obtain and provide to RWD, a valid comprehensive liability policy of insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per event and Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate, naming RWD as an additional insured against any and all liabilities arising out of any occurrence

pertaining to the use of the Premises. In addition and if applicable, the Fire Department shall maintain and such insurance shall include Automobile Liability Insurance with limits of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage. Coverage shall include all owned, leased, non-owned and hired automobiles; In the event that RWD, maintains an insurance policy covering the Premises, and there are additional costs or expenses related to the Training, any reasonable additional cost or expense thereof occasioned by the use of the Premises by the Fire Department shall be reimbursed to RWD by the Fire Department upon RWD's demand thereof. RWD shall not be responsible for any loss or damage to equipment owned or operated by the Fire Department or its authorized agents, servants, employees or invitees placed on RWD's Premises.

ACCESS AGREEMENT

This Agreement made as of this ____ day of October, 2023, by and between **NORTH SYRACUSE FIRE DEPARTMENT**, a Department governed by the Village of North Syracuse, New York with a mailing address of 109 Chestnut Street, North Syracuse, New York 13212 (the “Fire Department”) and Royal Wash Development LLC, with an address of 2851 Monroe Avenue Rochester, NY 14618.

WHEREAS, the Fire Department desires to access the property located at 903 North Main Street, 901 North Main St, 5643 Bear Road and 5647 Bear Road; and

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

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

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

1. **Recitals**

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

2. **Access**

(a) RWD shall grant the Fire Department revocable access upon RWD Premises for as long as necessary to conduct the Training but prior to RWD demolishing the structures upon the Premises. RWD shall provide the Fire Department reasonable access to the Premises of RWD during this period. RWD acknowledges and

agrees that such Training shall include but not be limited to physical alterations of the structures upon the Premises.

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

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

3. **Insurance**

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

4. **Notice**

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

If to the Fire Department:

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

With a copy to:

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

If to RWD:

Royal Wash Development LLC
Att: Alex Benoit, VP Const. & Dev.
2851 Monroe Avenue
Rochester, New York 14618

With a copy to:

Attorney for RWD (if required)

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

5. Warranty

It is understood and agreed that RWD is not making and has not at any time made, and RWD hereby disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Premises (or the condition, safety, title, or fitness thereof), including, but not limited to, any warranties or representations as to habitability, merchantability, fitness or suitability for a particular purpose, including the Fire Department's intended use, and the Fire Department hereby expressly waives any such representations or warranties.

6. RWD Use

RWD shall have the right to use the Premises, at such times and in a manner not

inconsistent with this Agreement.

7. **Indemnification**

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

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

The foregoing indemnification shall not include injury or damage to the extent directly caused by the gross negligence or willful misconduct of RWD as set forth in a final judgment rendered by a court of competent jurisdiction. In the event any such claim is asserted, the Fire Department shall promptly notify RWD in writing of such claim and the amount thereof. The Fire Department shall take prompt action to defend (with counsel satisfactory to RWD) and indemnify RWD against claims, actual or threatened, but in no event later than notice by RWD

to the Fire Department of the service of a notice, summons, complaint, petition or other service of a process against RWD, alleging damage, injury, liability, or expenses attributed in any way to this Agreement, or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Fire Department or any person claiming under the Fire Department, it's the employees, agents, contractors, servants, or invitees. RWD shall be entitled to select defense counsel, control the defense of and settle any such claim. The Fire Department shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel (satisfactory to RWD), to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, the Fire Department understands and agrees it is responsible for any and all costs and expenses incurred by the Fire Department to enforce this indemnification provision and shall make all reasonable efforts to assist RWD in the defense of any such claim.

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

8. Termination

- (a) This Agreement is terminable by RWD *for cause upon three (3) days' notice or*, and may be terminated by either party by giving a thirty (30) day written notice of termination at the address set forth in Section 4 herein. For the purposes of this Agreement, "cause" may include but is not limited to a default by Fire Department which has not been cured in a reasonable manner and time.
- (b) For the purposes of this Agreement, "cause" also includes a determination by RWD, in its sole discretion, that it requires the use of the Premises in connection with the present and/or future activities of RWD.

(c) The Fire Department agrees that, upon the expiration or earlier termination of this Agreement the Fire Department shall, at its sole cost and expense, remove any and all equipment (unless otherwise directed in writing by RWD or otherwise provided by this Agreement) and restore the Premises to a condition satisfactory to RWD in its sole discretion. If required to do so and the Fire Department fails to restore the Premises within thirty (30) days from the expiration or termination of this Agreement, then RWD may restore the Premises at the sole cost and expense of the Fire Department, and any costs so incurred by RWD shall be paid to RWD by the Fire Department promptly upon demand.

9. **Effective Date**

Notwithstanding any provision in this Agreement to the contrary, this Agreement is expressly conditioned upon, and shall not become effective unless and until, the Fire Department has obtained the insurance required by this Agreement and has delivered to RWD satisfactory evidence thereof. If any of the conditions contained in this Paragraph are not completed to RWD's satisfaction, RWD may, at its option, cancel or terminate this Agreement by written notice to the Fire Department, in which event this Agreement shall be null and void and without recourse to the parties hereto, except for any provisions of this Agreement which by their terms shall survive said termination.

10. **Miscellaneous Provisions.**

(a) Neither party shall assign, transfer, convey, subcontract or otherwise dispose of this Agreement or their right, title or interest in and/or to the same, nor any part thereof, nor

the power to execute such Agreement to any other person, company or corporation without first obtaining the written approval of the other party.

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

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

(d) RWD will contact National Grid to secure/disconnect both natural gas and electric servies to all four buildings.

(e) It is understood by RWD that the Fire Department intends to damage each building including cutting holes in the roofs of all four buildings.

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

Royal Wash Development, LLC

By: _____

Date: _____

Village of North Syracuse

By: _____

Gary Butterfield
Mayor

Date: 10 23 23

Dianne Kufel

From: John Bolton <jb0559@yahoo.com>
Sent: Monday, October 23, 2023 10:26 AM
To: Gary Butterfield; Dianne Kufel; Patricia Gustafson; LouAnn StGermain; Chris Strong; Chance Fieldson; Robert Germain
Subject: [External] Smoke Shops Code Amendment
Attachments: Village NS Smoke Shop Regs. Revised 1023.docx

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

Good Morning Everyone,

Hope you all are having a good start to your week. After hearing back from some of you and consulting with Robert please see the attached final copy. Just a couple minor changes in **RED** from the original draft.

- A.1 Add the word nicotine to help us in the enforcement of products that don't contain tobacco but are just as addictive.
- D.2 Change the time period from 24 months to every 12 months for renewal of permit.
- G.3 Increase the dollar amount from \$200 to \$300 of assessed value for the removal of signage at existing locations. Means if an existing smoke shop spent \$279.00 on an attention getting sign or bright lights impleading into the right a wy they need to remove it within 1 year.

Please let me know if your not in agreement with these changes. We will be moving forward Thursday to set a public hearing.

John
315-546-3605

Proposed Village of North Syracuse Code Amendment

SMOKE SHOPS AND TOBACCO RETAILERS

A. Purpose. In accordance with New York State Public Health Law § 1399-ii, the Village of North Syracuse intends to limit the further concentration of smoke shops and tobacco retailers within the Village. The regulations herein are intended to further the goals of New York State's tobacco use prevention and control program, due to the known adverse impacts of tobacco **and nicotine** use. In furtherance of the state's goals, the Village finds that:

1. Smoke shop and tobacco retailer density is associated with higher rates of tobacco use in both youth and adult populations; and
2. Adolescent brains are vulnerable to the effects of nicotine and to nicotine dependency; and
3. Tobacco use leads to preventable death and disease in New York State; thus
4. The restriction of increasing smoke shop and tobacco retailer density will reduce the availability of nicotine products to residents, and in particular young residents, thus reducing risk to the public's health, safety, and wellbeing.

B. Consistency with NYS Laws, Rules, and Regulations.

1. All smoke shops and tobacco retailers within the Village shall comply with the applicable NYS laws, rules, and regulations in addition to those contained herein.
2. Where the regulations of this Section may be in conflict with a state law, rule, or regulation the more restrictive shall apply, unless such local regulation is otherwise preempted by state law.

c. Definitions.

1. **Smoke Shop and/or Tobacco Retailer** – a sole proprietorship, corporation, limited liability company, partnership or other enterprise in which the primary activity is the sale, manufacture or promotion of tobacco, tobacco products and accessories, either at wholesale or retail, and in which the sale, manufacture or promotion of other products is merely incidental.

d. Permit Required.

1. All **smoke shops and tobacco retailers** within the Village of North Syracuse after the effective date of this chapter must obtain a special use permit and site plan approval in accordance with Village Code.
2. A special use permit for a smoke shop or tobacco retailer shall be valid for a period of **12** months from the date of issue and must be renewed prior to expiration for the property to continue to be used for such purposes.
3. The renewal of a permit for existing smoke shops or tobacco retailers with no changed conditions shall be reviewed and approved by the Code Enforcement Officer or Mayor.
4. The renewal of a permit for existing smoke shops or tobacco retailers with changed conditions shall be reviewed and approved by the Village Board of Trustees.
5. A special use permit issued for a smoke shop or tobacco retailer is not transferable to a new owner. The new owner of the smoke shop or tobacco retailer must file a new application in accordance with the terms of this Section if such property is to continue to be used as a smoke shop or tobacco retail operation.

6. After three verified complaints and/or violations of this Law or any violation of relevant federal or state laws, a special permit shall be revoked. Appeals may be made to the Village Zoning Board of Appeals.

E. General Regulations

1. It is unlawful for a smoke shop and tobacco retailer to knowingly allow or permit a minor, not accompanied by his or her parent or legal guardian, to enter or remain within any smoke shop and tobacco store.
2. Smoke shops and tobacco retailers shall post clear signage stating that minors may not enter the premises unless accompanied by a parent or legal guardian. Said signage shall be placed in a conspicuous location near each public entrance to the smoke shop and tobacco retail operation. It shall be unlawful for smoke shop and tobacco retailers to fail to display and maintain, or fail to cause to be displayed or maintained, said signage.
3. Exterior attention-getting devices including, but not limited to, LED signs, flashing lights, rope lighting, flags, and banners shall be prohibited. Attention-getting devices located within the building shall not be readily visible from the public right-of-way.
4. All smoke shops and tobacco retailers must comply with the sign regulations contained in the Village Code.
5. Business hours shall be permitted to occur between the hours of 8:00 AM and 8:00 PM.

F. Location.

1. Smoke shops and tobacco retailers may be eligible for a special use permit in, and only in, any zoning district of the Code of the Village of North Syracuse that allows for retail establishments or retail sales and service uses, provided that:

- a. Any part of the property line of the smoke shop or tobacco retailer is not located within 1,500 feet from the nearest point of the property line of one or more existing licensed smoke shop or tobacco retailer; and
- b. Any part of the property line of the smoke shop or tobacco retailer is not located within 1,500 feet from the nearest point of the property line of a school, playground, child-care facility, public library, place of worship, or municipal park.

G. Existing Smoke Shops and Tobacco Retailers.

- 1. Smoke shops and tobacco retailers that are legally existing on the effective date of this section may continue to operate as legal nonconforming uses and shall not be required to obtain a special use permit.
- 2. Any change or expansion of the legal nonconforming use, or change in ownership shall require the owner or agent to obtain a special use permit.
- 3. Any nonconforming sign or attention getting device, the appraised value of which is less than **three hundred (\$300)** dollars shall be removed or altered to comply with the provisions of this section not later than one (1) year after the effective date of this section.

Dianne Kufel

From: Robert Germain <robert@germainlaw.com>
Sent: Wednesday, October 18, 2023 2:34 PM
To: Dianne Kufel; Pearl Fuller; Nicholas Rohm; Gary Butterfield
Subject: [External] RE: Codes Section Question from Local Law 1 change

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.

It would be easy to fix if you wanted to. We could just do a local law to delete the use from the special permit section.

Robert M. Germain, Esq.
Germain & Germain, LLP

Syracuse Office
314 East Fayette Street
Syracuse, New York 13202
Phone (315) 422-0314 Fax (315) 478-6544
Electronic Mail: robert@germainlaw.com

East Office
7085 Manlius Center Road #2
East Syracuse, New York 13057
Phone (315) 671-3023 Fax (315) 478-6544

From: Dianne Kufel <dkufel@northsyracuse.ny.org>
Sent: Wednesday, October 18, 2023 2:29 PM
To: Pearl Fuller <pfuller@northsyracuse.ny.org>; Nicholas Rohm <nrohman@northsyracuse.ny.org>; Robert Germain <robert@germainlaw.com>; Gary Butterfield <gbutterfield@northsyracuse.ny.org>
Subject: RE: Codes Section Question from Local Law 1 change

I don't know all of the details behind this but.....

Is this "the fault" of General Code? They didn't put in E-Code 360 or didn't extract all the parts of the Code and place this in our code the first time? Or, is this something we failed to articulate on?

Thanks.

Best,



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

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

From: Pearl Fuller <pfuller@northsyracuse.ny.gov>
Sent: Wednesday, October 18, 2023 12:00 PM
To: Gary Butterfield <gbutterfield@northsyracuse.ny.gov>
Cc: Dianne Kufel <dkufel@northsyracuse.ny.gov>; Nicholas Rohm <nrohms@northsyracuse.ny.gov>
Subject: FW: Codes Section Question from Local Law 1 change

Gary,

I spoke with Robert Germain this morning and he stated that the Special Permit is not required for Residential Units in combination with nonresidential use. He stated to remove the Special Permit from the Sections the following Zoning Districts: C-1, C-2 and C-3, it would take a new local law. At some point you may want to look at this as many of the projects are sent to the county and they use our Codes to review the referrals sent to prepare the resolutions they send back.

Thank you,

Pearl Fuller

Codes Clerk
315-458-4763

From: Pearl Fuller <pfuller@northsyracuse.ny.gov>
Sent: Tuesday, October 17, 2023 11:41 AM
To: Robert Germain <robert@germainlaw.com>
Cc: Dianne Kufel <dkufel@northsyracuse.ny.gov>; Nicholas Rohm <nrohms@northsyracuse.ny.gov>; Gary Butterfield <gbutterfield@northsyracuse.ny.gov>
Subject: Codes Section Question from Local Law 1 change

Robert,

I was looking at the Code this morning for Local Law 1 of 2022 that was adopted on 3/10/22 to change C-1, C-2, C-3 to allow Residential units in combination with nonresidential use (see attached). My question is I pulled it up on the eCode360 (electronic) and it has under (C-3) 240-13A. 10 under allowed used Residential units in combination with nonresidential use. Then under the Special Permit Requirement under 240-13 B (7) Residential units in combination with nonresidential use. After reviewing C-1 and C-2 they are all listed under both sections, this brings up the question is this for some type of control.

Dianne Kufel

From: Nicholas Rohm
Sent: Tuesday, October 24, 2023 9:26 AM
To: Gary Butterfield; Chris Strong; LouAnn StGermain; jb0559@yahoo.com; pattygus1946@gmail.com
Cc: Dianne Kufel
Subject: FW: [External] RE: Codes Section Question from Local Law 1 change
Attachments: Regular Board Meeting Agenda.pdf; Zoning 240.pdf; Local Law 1-2022.pdf

Good Morning,

I wanted to provide some information before the upcoming Board Meeting on New Business (f.) Discuss Local Law 1 of 2022-Amend 240-11 (remove item B4), 240-12 (remove B9), 240-13 (remove B7) regarding Special Permit in Zoning districts C-1,C-2 and C-3.

On Thursday, March 10, 2022 the minutes show that at Public Hearing #1 the Resolution #053-22 was voted in favor of. This Resolution reads:

RESOLUTION # 053-22

**DISCUSS/RESOLUTION LOCAL LAW #1: CHANGING
THE ALLOWED USE IN THE C-1, C-2, C-3 DISTRICTS**

Dep. Mayor Gustafson made a motion to approve language change in C-1, C-2, and C-3 zones; moving the Residential units in combination with nonresidential use from Special Use Permit to an allowed use. The motion was seconded Trustee Wilmer. The motion was approved: St. Germain, Strong, Wilmer, and Gustafson, all voting in favor of the same.

We have been in contact with Robert Germain about the removal of the mentioned items. Our email chain has been forwarded as well. He says it will be an easy fix, we could use the local law to delete the use from the special permit section.

I have attached a copy of the agenda, codes, and the Local Law with the pertinent information highlighted.

Respectfully,

Nicholas Rohm

Village of North Syracuse Codes Enforcement
nrohmnorthsyracuseny.org
315-458-4763

From: Robert Germain <robert@germainlaw.com>
Sent: Wednesday, October 18, 2023 2:34 PM
To: Dianne Kufel <dkufel@northsyracuseny.org>; Pearl Fuller <pfuller@northsyracuseny.org>; Nicholas Rohm <nrohmnorthsyracuseny.org>; Gary Butterfield <gbutterfield@northsyracuseny.org>
Subject: [External] RE: Codes Section Question from Local Law 1 change

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.

It would be easy to fix if you wanted to. We could just do a local law to delete the use from the special permit section.

Robert M. Germain, Esq.
Germain & Germain, LLP

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314 East Fayette Street
Syracuse, New York 13202
Phone (315) 422-0314 Fax (315) 478-6544
Electronic Mail: robert@germainlaw.com

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7085 Manlius Center Road #2
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Phone (315) 671-3023 Fax (315) 478-6544

From: Dianne Kufel <dkufel@northsyracusenyny.org>
Sent: Wednesday, October 18, 2023 2:29 PM
To: Pearl Fuller <pfuller@northsyracusenyny.org>; Nicholas Rohm <nrohman@northsyracusenyny.org>; Robert Germain <robert@germainlaw.com>; Gary Butterfield <gbutterfield@northsyracusenyny.org>
Subject: RE: Codes Section Question from Local Law 1 change

I don't know all of the details behind this but.....

Is this "the fault" of General Code? They didn't put in E-Code 360 or didn't extract all the parts of the Code and place this in our code the first time? Or, is this something we failed to articulate on?

Thanks.

Best,



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

Email: clerktreasurer@northsyracusenyny.org
Either/or dkufel@northsyracusenyny.org

Website: www.northsyracuse.ny.org

From: Pearl Fuller <pfuller@northsyracuse.ny.org>
Sent: Wednesday, October 18, 2023 12:00 PM
To: Gary Butterfield <gbutterfield@northsyracuse.ny.org>
Cc: Dianne Kufel <dkufel@northsyracuse.ny.org>; Nicholas Rohm <nrohms@northsyracuse.ny.org>
Subject: FW: Codes Section Question from Local Law 1 change

Gary,

I spoke with Robert Germain this morning and he stated that the Special Permit is not required for Residential Units in combination with nonresidential use. He stated to remove the Special Permit from the Sections the following Zoning Districts: C-1, C-2 and C-3, it would take a new local law. At some point you may want to look at this as many of the projects are sent to the county and they use our Codes to review the referrals sent to prepare the resolutions they send back.

Thank you,

Pearl Fuller

Codes Clerk
315-458-4763

From: Pearl Fuller <pfuller@northsyracuse.ny.org>
Sent: Tuesday, October 17, 2023 11:41 AM
To: Robert Germain <robert@germainlaw.com>
Cc: Dianne Kufel <dkufel@northsyracuse.ny.org>; Nicholas Rohm <nrohms@northsyracuse.ny.org>; Gary Butterfield <gbutterfield@northsyracuse.ny.org>
Subject: Codes Section Question from Local Law 1 change

Robert,

I was looking at the Code this morning for Local Law 1 of 2022 that was adopted on 3/10/22 to change C-1, C-2, C-3 to allow Residential units in combination with nonresidential use (see attached). My question is I pulled it up on the eCode360 (electronic) and it has under (C-3) 240-13A. 10 under allowed used Residential units in combination with nonresidential use. Then under the Special Permit Requirement under 240-13 B (7) Residential units in combination with nonresidential use. After reviewing C-1 and C-2 they are all listed under both sections, this brings up the question is this for some type of control.

My original understanding was Gary did not want them to have to obtain a special permit for this use. Should these codes be amended to remove them from the Special Permit Requirement from C-1, C-2, C-3 Codes sections? We have a possible project that will be looking at this for grant monies soon. Please advise.

Thank you,

Pearl Fuller

Codes Clerk
315-458-4763

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Thank you,

Pearl Fuller

Codes Clerk
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