

## BUDGET TRANSFERS

BOARD APPROVAL NOT NECESSARY  
USE BETWEEN THE SAME OBJECT ACCOUNTS

cc: Dianne

cc: w/requisition

From: (Account #): \_\_\_\_\_

To: (Account #): \_\_\_\_\_

Amount:

cc: Pol. Chief  
Mary R.

Reason: \_\_\_\_\_

## BUDGET ADJUSTMENTS

BOARD APPROVAL NECESSARY  
USE BETWEEN THE DIFFERENT OBJECT ACCOUNTS

From: (Account #): A33894 - Walmart Grant

To: (Account #): A3120.479 - Police Halloween

Amount: 93.28

Reason: Transfer monies from Walmart Grant to cover  
cost of Halloween Candy

From Account #	To Account #
(                      )	(                      )

Present Account Balance: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Change: \$ \_\_\_\_\_ \$ \_\_\_\_\_

New Account Balance: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Signature of Department Head  
(To approve the transfer)

Dianne - Mary - Police Chief

Date: 11/3/23



## BUDGET TRANSFERS

BOARD APPROVAL NOT NECESSARY  
USE BETWEEN THE SAME OBJECT ACCOUNTS

cc: Dianne

cc: w/requisition

From: (Account #): \_\_\_\_\_

To: (Account #): \_\_\_\_\_

Amount: \_\_\_\_\_

Reason: \_\_\_\_\_

OK copy  
to  
Chief Mary  
11/2/23

## BUDGET ADJUSTMENTS

BOARD APPROVAL NECESSARY  
USE BETWEEN THE DIFFERENT OBJECT ACCOUNTS

From: (Account #): A2680 - Insurance Recoveries

To: (Account #): A3120.474 - Police Vehicle mkt.

Amount: 4,294.53

Reason: Transfer Insurance monies rec'd to offset  
Jonofrio bill - to repair "172" - minus deductible

From Account #	To Account #
(                      )	(                      )

Present Account Balance: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Change: \$ \_\_\_\_\_ \$ \_\_\_\_\_

New Account Balance: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Signature of Department Head Dianne  
(To approve the transfer)

Date: 11/2/23





DEPT. USE ONLY:  
—

VILLAGE OF NORTH SYRACUSE  
REQUISITION FORM

FY 23-24

DATE STAMP  
**RECEIVED**  
OCT 24 2023

Requesting Dept

Police

Vendor Name:

Denofrio's Body & Paint Shop

Address:

\_\_\_\_\_

Account

3120.476

Amount

4786.03

Village of North Syracuse

W-9 ☐  
INSURANCE ☐  
HOLD HARMLESS ☐  
PREVAILING WAGE ☐

DATE	QTY	DESCRIPTION	UNIT PRICE	TOTAL COST
<u>10/23</u>		<u>172 - Repairs from MVC</u>		<u>4786.03</u>
		<u>* To be paid by insurance *</u>		
				<u>4786.03</u>

Budget Transfer Attached ☐ YES ☐ NO

Authorized By:

[Signature]

Date:

10/23/23

Approved by:

Mayor

[Signature]  
(Over 200)

Trustee

[Signature]  
(Over 999)

Trustee

[Signature]  
(Over 999)

ORDER TOTAL

Date: 10/25/23

Date: 11/2/23

Date: 11/2/23

**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

KK5388 R01/

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1		BDY	OVERHAUL	Frt Bumper Cover Assy			3.8 #
2	100731	BDY	REMOVE/REPLACE	Frt Bumper Cover	** QUAL REPL PART	723.00	* INC #
3		REF	REFINISH	Frt Bumper Cover			C 2.8
4	100741	BDY	REMOVE/INSTALL	Frt Bumper License Plate Bracket	Existing		INC r
5	100742	BDY	REMOVE/REPLACE	Frt Bumper Rivet	* W704342 S360	6.50	INC
6	100710	BDY	REMOVE/REPLACE	Frt Bumper Valance Panel	** QUAL REPL PART	274.00	* INC #
7		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC
8	100711	BDY	REMOVE/REPLACE	Frt Ctr Bumper Moulding	** QUAL REPL PART	245.00	* INC #
9	100715	BDY	REMOVE/REPLACE	Frt Bumper Impact Absorber	** QUAL REPL PART	58.00	* INC #
<u>Grille</u>							
10	100740	BDY	REMOVE/REPLACE	Grille Assembly	FB5Z 8200 GB	561.43	* INC #
<u>Hood</u>							
11	100807	BDY	REPAIR	Hood Panel (Alum)	Existing		7.0*
12		REF	REFINISH	Hood Outside			C 2.7
<u>Special/Manual Entry</u>							
13	900500	BDY *	REMOVE/REPLACE	Corrosion Protection	New	10.00	* 0.2*
14	900500	BDY *	ADD'L LABOR OP	Car Cover Paint	New	5.00	* 0.2*
15	900500	REF *	ADD'L LABOR OP	Color Tint	New	0.00	* 0.5*
16	900500	BDY *	REPAIR	DISCONNECT BATTERY&RESET ELEC	Existing		0.3*
<u>Additional Operations</u>							
17		REF	ADD'L OPR	Clear Coat			1.7*
18	933017	REF	ADD'L OPR	Finish Sand And Buff			0.5*
<u>Special/Manual Entry</u>							
19	900500	BDY *	ADD'L LABOR OP	Flex Additive	New	10.00	* 0.0*
20	900500	BDY *	ADD'L LABOR OP	Hazardous Waste Material	New	3.00	* 0.0*
21	900500	MCH *	REMOVE/REPLACE	Pre Scan	New	0.00	* 0.5*
22	900500	BDY *	REMOVE/REPLACE	Setina Push Bar	New	1,293.60	* 2.0*

ESTIMATE RECALL NUMBER: 10/20/2023 16:41:27 6175

Mitchell Data Version: OEM: JUL\_23\_V  
MAPP: JUL\_23\_V

Software Version:

7.1.243

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Page 1 of 3



PLANK ROAD PRINTING 315-458-3584

Village of North Syracuse  
600 South Bay Road  
North Syracuse, N.Y. 13212  
315-458-0900

Received of \_\_\_\_\_

**GENERAL RECEIPT**

No. 11412

\$ \_\_\_\_\_, 20\_\_\_\_

Dollar

For \_\_\_\_\_

Distribution:	
CODE	AMOUNT

Check #: \_\_\_\_\_ Amt. \_\_\_\_\_  
Check #: \_\_\_\_\_ Amt. \_\_\_\_\_  
Check #: \_\_\_\_\_ Amt. \_\_\_\_\_  
Check #: \_\_\_\_\_ Amt. \_\_\_\_\_

Check #: \_\_\_\_\_ Amt. \_\_\_\_\_  
Check #: \_\_\_\_\_ Amt. \_\_\_\_\_  
Check #: \_\_\_\_\_ Amt. \_\_\_\_\_  
Check #: \_\_\_\_\_ Amt. \_\_\_\_\_

Cash: ☐ \_\_\_\_\_





Dianne Kufel

---

**From:** Samuel Doubleday <samuel.doubleday@oyarenewables.com>  
**Sent:** Thursday, October 26, 2023 12:53 PM  
**To:** Dianne Kufel  
**Cc:** sam  
**Subject:** [External] Community Solar Utility Bill Crediting program presentation at today's Board Meeting ?

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

Hi Dianne,

I hope you're well. I see from the Village's website I'm not on the agenda for the 4:30 meeting today. Is there still a chance to squeeze me in for a five minute presentation in the beginning?

If it is difficult to add me, I'll gladly wait till 11/9, no problem.

Please let me know as soon as you can.

Sincerely,

Sam Doubleday  
Syracuse  
315-727-2152

**Samuel Doubleday**

Senior Subscriber, Origination



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

---

**From:** Dianne Kufel <dkufel@northsyracuseny.org>  
**Sent:** Wednesday, October 11, 2023 11:52 AM  
**To:** Samuel Doubleday <samuel.doubleday@oyarenewables.com>  
**Cc:** sam <sam@on-renewables.com>  
**Subject:** RE: [External] Per today's voicemail, would like copy of each National Grid bill for 'savings estimate', for 10/26/23 Board Meeting

**[ EXTERNAL EMAIL ]**

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Let me see if I can have someone do this for you.

Best,



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

Email: [clerktreasurer@northsyracusenys.org](mailto:clerktreasurer@northsyracusenys.org)  
Either/or [dkufel@northsyracusenys.org](mailto:dkufel@northsyracusenys.org)  
Website: [www.northsyracusenys.org](http://www.northsyracusenys.org)

**From:** Samuel Doubleday <[samuel.doubleday@oyarenewables.com](mailto:samuel.doubleday@oyarenewables.com)>  
**Sent:** Wednesday, October 11, 2023 11:38 AM  
**To:** Dianne Kufel <[dkufel@northsyracusenys.org](mailto:dkufel@northsyracusenys.org)>  
**Cc:** sam <[sam@on-renewables.com](mailto:sam@on-renewables.com)>  
**Subject:** [External] Per today's voicemail, would like copy of each National Grid bill for 'savings estimate', for 10/26/23 Board Meeting

**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 Dianne,

Per my voicemail just now, I failed to discuss on Friday the fact that in addition to my presentation on 10/26 introducing *Community Solar utility bill crediting*, I always try to bring the estimated annual savings this program would bring a municipality. See attached.

Can you provide me a copy of each National Grid bill you receive? I would need them anyway, so my thought is as everyone will be together on the 26<sup>th</sup>, I can show the savings at that time instead of waiting another month.

If it's difficult to scan and email, I'm available to come and take pictures with my phone.

Thank you,

Sam Doubleday

**Samuel Doubleday**

Senior Subscriber, Origination



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

**From:** Dianne Kufel <dkufel@northsyracusenyny.org>  
**Sent:** Friday, October 6, 2023 1:53 PM  
**To:** Samuel Doubleday <samuel.doubleday@oyarenewables.com>; Gary Butterfield <gbutterfield@northsyracusenyny.org>  
**Cc:** sam <sam@on-renewables.com>  
**Subject:** RE: [External] May I present at next Thursday's Board Meeting?

**[ EXTERNAL EMAIL ]**

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

May I suggest the following:

We have a new Codes Enforcement Officer starting at the Village on Monday, October 16<sup>th</sup>. This is so exciting as this position has been vacant for a while. We would be eager to have him par-take in this presentation as well as the Board of Trustees. So, may I suggest you either come to our next meeting which is on Thursday, October 26<sup>th</sup> which at 4:30 PM or at our 1<sup>st</sup> meeting in November which is November 9<sup>th</sup> at 6:30 PM. We tend to have a fuller agenda and welcome more at the 6:30 PM meetings.

Please let me know.

Thank you.

Best,



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

Email: [clerktreasurer@northsyracuse.ny.org](mailto:clerktreasurer@northsyracuse.ny.org)  
Either/or [dkufel@northsyracuse.ny.org](mailto:dkufel@northsyracuse.ny.org)  
Website: [www.northsyracuse.ny.org](http://www.northsyracuse.ny.org)

**From:** Samuel Doubleday <[samuel.doubleday@oyarenewables.com](mailto:samuel.doubleday@oyarenewables.com)>  
**Sent:** Friday, October 6, 2023 11:36 AM  
**To:** Gary Butterfield <[gbutterfield@northsyracuse.ny.org](mailto:gbutterfield@northsyracuse.ny.org)>; Dianne Kufel <[dkufel@northsyracuse.ny.org](mailto:dkufel@northsyracuse.ny.org)>  
**Cc:** sam <[sam@on-renewables.com](mailto:sam@on-renewables.com)>  
**Subject:** [External] May I present at next Thursday's Board Meeting?

**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.

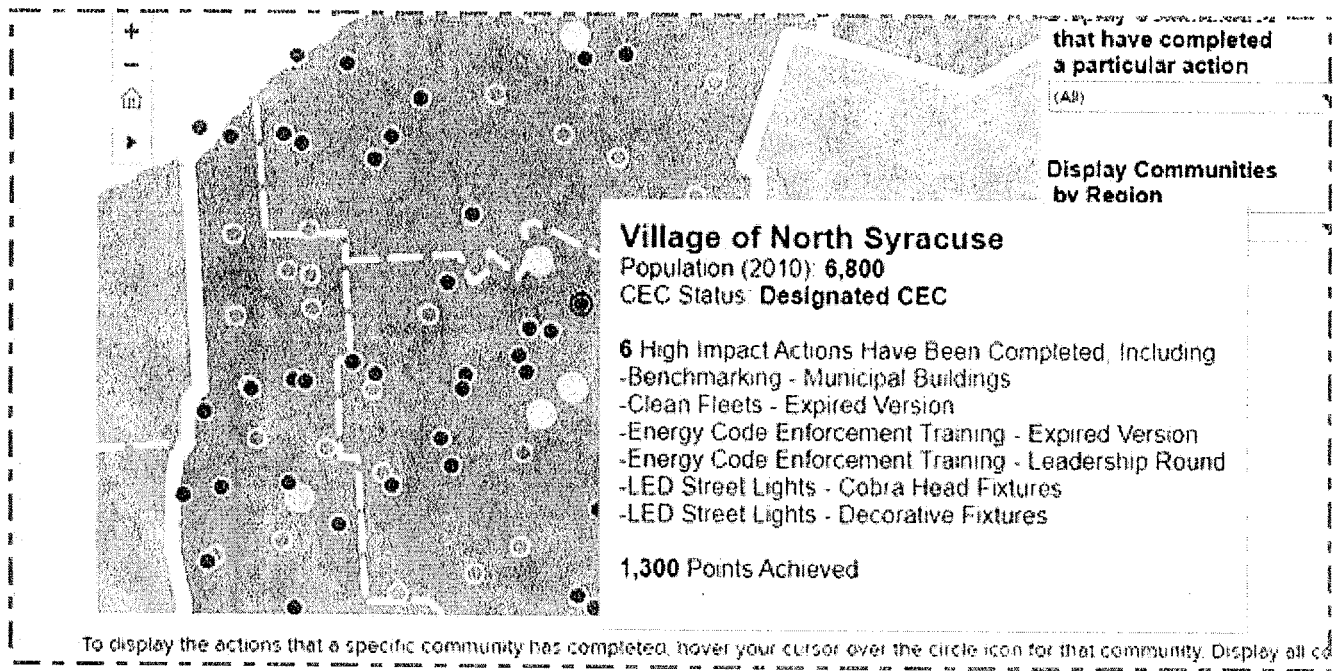
May I present this program at next Thursday's Board Meeting? I will only need *five minutes* to present and describe the program, and will leave hardcopies of the presentation for the Trustees to keep and study.

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 NYSEDA'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 NYSEDA (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



Work Session

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

Work Session





## 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: Executive Secretary <admin@nysufc.org>  
Sent: Tuesday, October 31, 2023 10:40 AM  
To: NYS Urban Forestry Council  
Subject: [External] NYSUFC: Tree City Grant Decision

**RECEIVED**

**OCT 31 2023**

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

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.

Dear Friends,

Thank you for your application requesting funding under the New York State Urban Forestry Council's Tree City USA Reward Grant program. Unfortunately, your community did not score highly enough to receive a grant.

Thank you for your interest in this grant program and I encourage you to apply again next year. I also encourage you to contact me or another member of the committee if you would like a review of your application to see how you can improve your chances in the future. For most, it was the strength of the maintenance plan that made the difference.

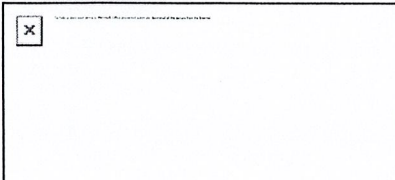
I encourage you to maintain your Tree City USA status. If you have any questions about that, please contact me, the Arbor Day Foundation, or your NYSDEC Forester.

We also encourage you to be a member of the NYS Urban Forestry Council ([click here](#)) this coming year to take advantage of the educational and experiential benefits extended by the Council and its network of professionals and volunteers across the state.

Sincerely,

Karen Emmerich  
Council Board Member and Grant Committee Chair

136 Everett Road  
Albany, NY 12205  
E: [admin@nysufc.org](mailto:admin@nysufc.org)  
W: [nysufc.org](http://nysufc.org)









RECEIVED

OCT 02 2023

VILLAGE OF N. SYRACUSE  
CLERK/TREASURER

## 2023 Tree City USA Reward Grant Application

*Funding is available for qualified Tree City communities to plant large specimen trees or a grove of trees in a prominent location within the community.*

Name of Municipality: Village of North Syracuse

Project Contact: Tony Burkinshaw, Director of Parks & Recreation

Address: 600 S. Bay Road, North Syracuse, NY 13212

Email & Phone: aburkinshaw@northsyracuse.ny.org & (315) 458-8050

Municipal contact: Tony Burkinshaw, Director of Parks & Recreation

Address: 600 S. Bay Road, North Syracuse, NY 13212

Email & Phone: aburkinshaw@northsyracuse.ny.org & (315) 458-8050

Name and Title of municipal official: Amy Franco, RLA - Village Engineer c/o Mayor Gary Butterfield

Signature of municipal official: Amy Franco

### PLEASE PROVIDE:

- **Date of Planting Event:** Fall 2023
- **Participants:** List potential participants and how you will involve the public in your event and/or how you will share news of the event.
- **Description of Project:** Include a brief description of your proposed project and why you should receive this grant. Include genus, species, and size of tree(s) to be planted. You are encouraged to contact a Grant Committee member, NYS DEC forester or ISA-Certified Arborist for assistance. Let us know in your application if you do this. Points are given for it.
- **Photos:** Please include 1-4 pictures representative of the site(s) where you will be planting and describe the location.
- **Budget:** Describe how you will spend the grant funds by listing estimated costs (purchase of tree, necessary supplies, etc.)
- **Establishment Plan:** THIS IS CRITICAL! Include a detailed plan for successful establishment of the tree(s) indicating who will be responsible for watering, weeding, mulching, and any other measures that will lead to successful establishment and a thriving tree(s).

Send completed applications by August 30, 2023 to:

**NYS Urban Forestry Council, 136 Everett Road, Albany, NY 12205**

**or via email to [admin@nysufc.org](mailto:admin@nysufc.org) (please put all information into one attachment if possible).**

**Participants: List potential participants and how you will involve the public in your event and/or how you will share news of the event.**

The Village Parks Department and DPW will install the trees in coordination with the "Friends of North Syracuse" who are a volunteer organization that support and execute the Village's efforts within the community. The planting of the trees will be on the Village's social media and website pages and will involve a ribbon-cutting ceremony that will be open to the public. As a Tree City USA® recognized community for the last 34 years, the Village has an annual tree dedication on Arbor Day and as such, will include these trees in that dedication.

**Description of Project: Include a brief description of your proposed project and why you should receive this grant. Include genus, species, and size of tree(s) to be planted.**

The Village would like to install four (4) *Acer rubrum* (2.5" cal.) trees in Lonergan Park. They will be planted within the lawn area between the pavilion and gazebo in the park. This multi-purpose area is used for the Kids Summer Camp Park Program and the Summer Concert Series. The reason for this location is to provide shade for the camp participants during the day and for the concert attendees in the early evening. The Village installed two (2) of this same species earlier this year and wanted to remain consistent and utilize a native tree.

**Photos: Please include 1-4 pictures representative of the site(s) where you will be planting and describe the location.**

Attached.

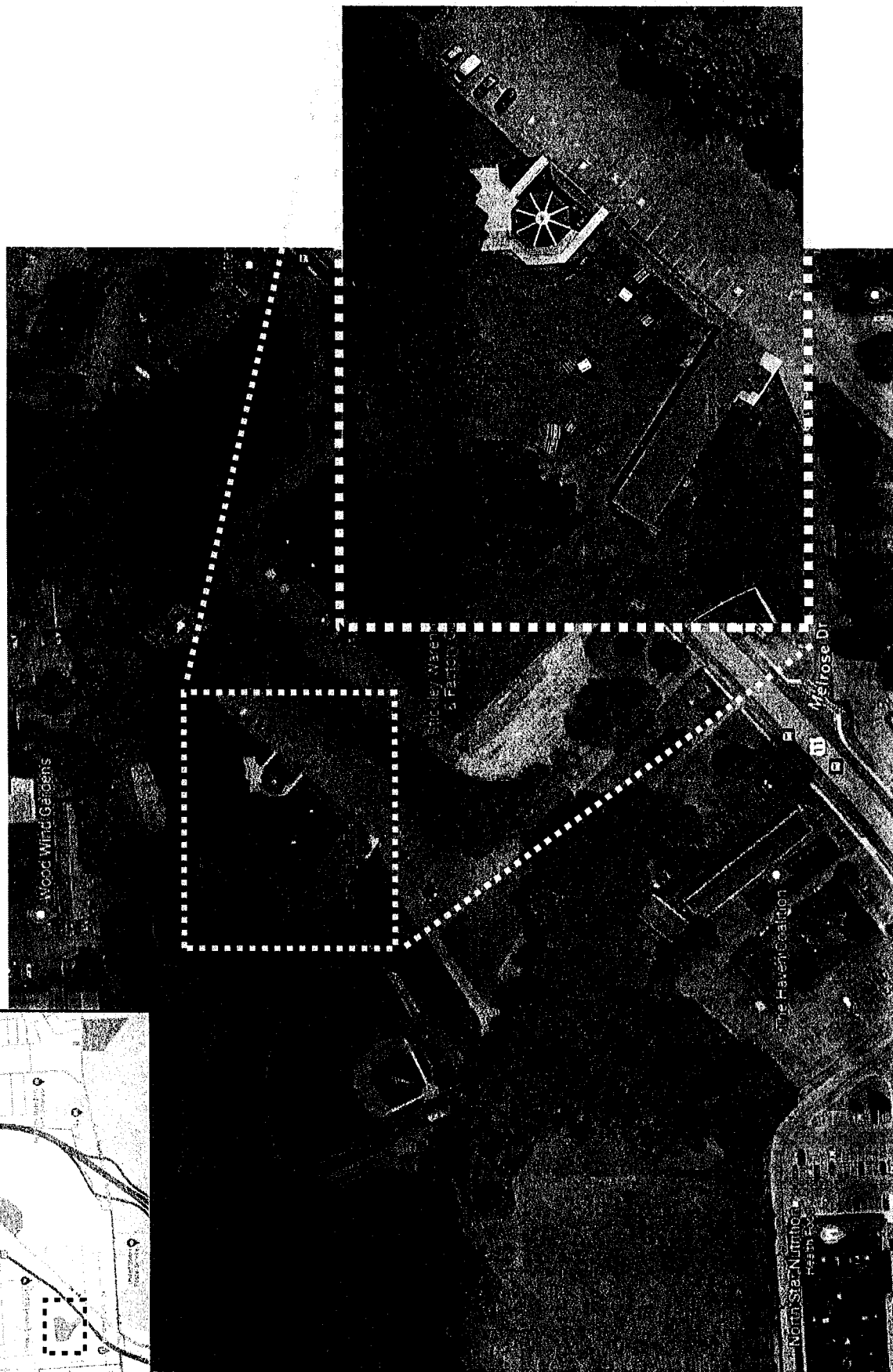
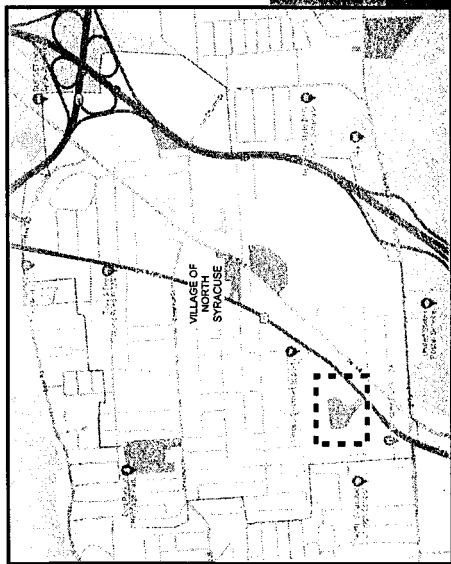
**Budget: Describe how you will spend the grant funds by listing estimated costs (purchase of tree, necessary supplies, etc.)**

The requested grant funds (\$250 x 4 = \$1000) will be used solely for the purchase of the four (4) trees. All other materials, supplies, and labor will be provided and completed by the Village.

**Establishment Plan: Include a detailed plan for successful establishment of the tree(s) indicating who will be responsible for watering, weeding, mulching, and any other measures that will lead to successful establishment and a thriving tree(s).**

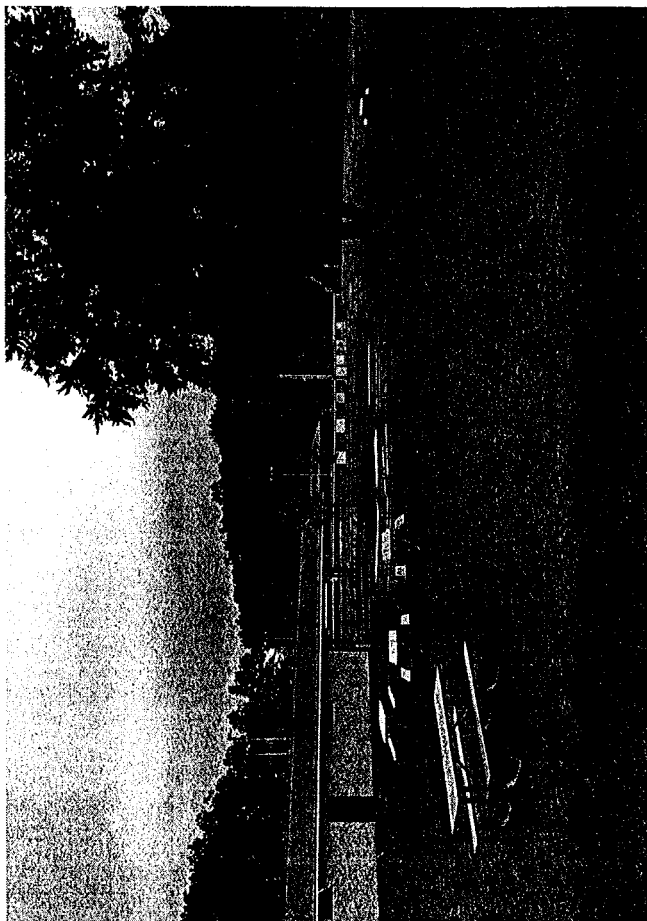
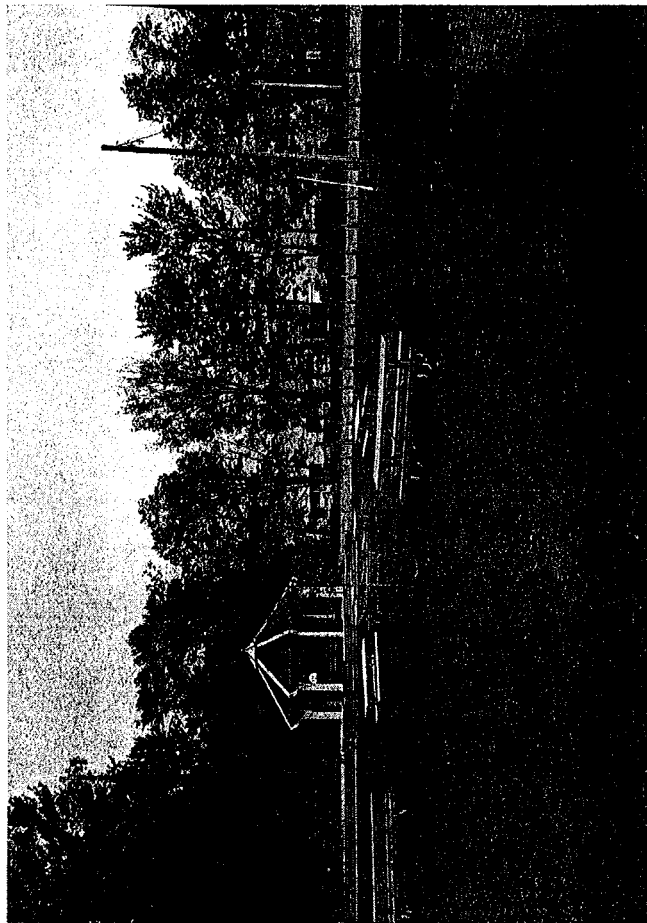
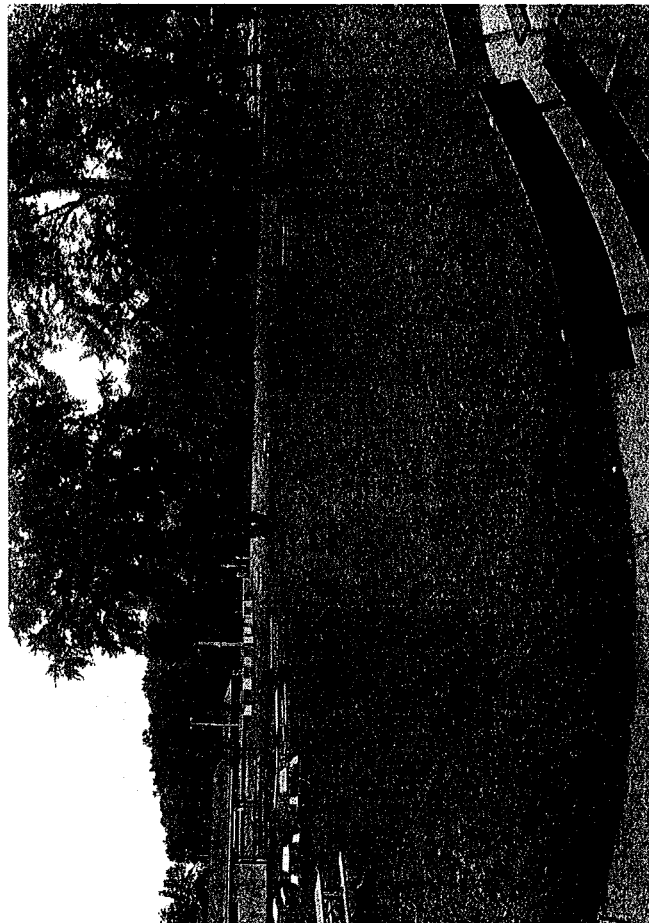
Due to the trees' location within a park the Village Parks Department, along with coordination from the DPW, will be responsible for all maintenance of the trees. They will become part of the Village's annual tree maintenance program. The Village wants these trees to thrive and serve their purpose for the community.

Village of North Syracuse  
Loneragan Park  
Tree Planting Location

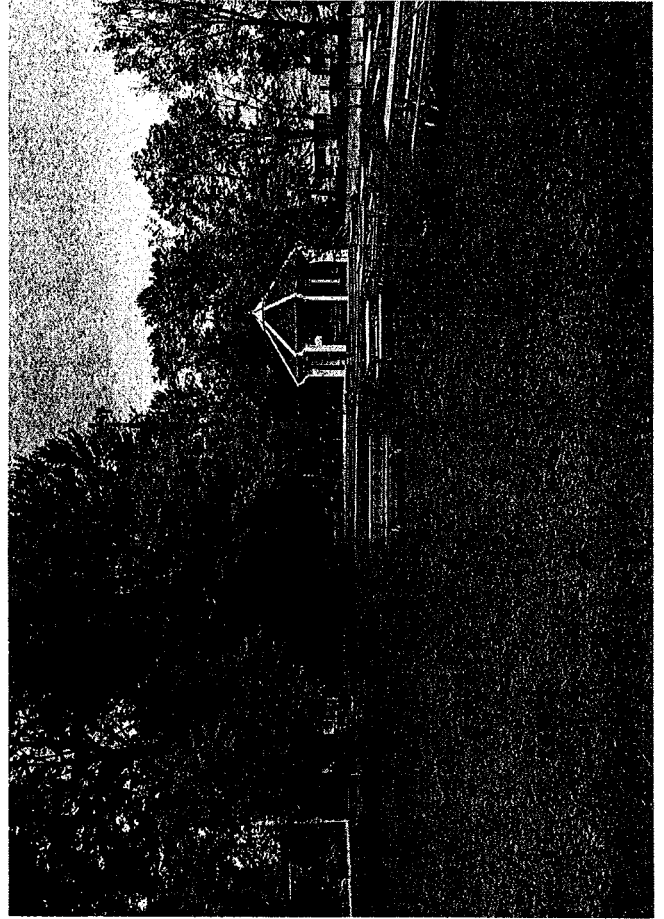
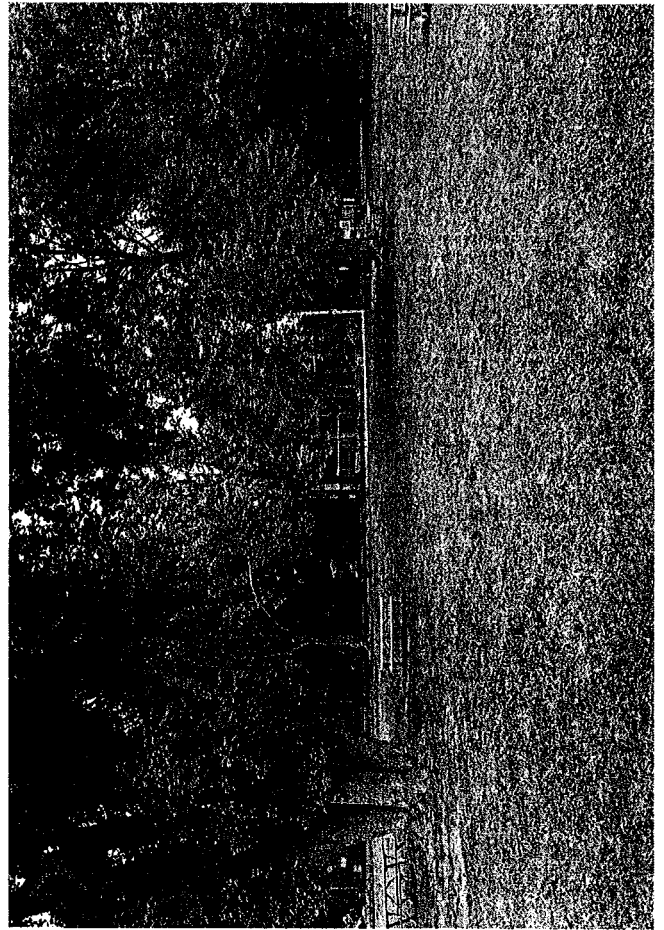
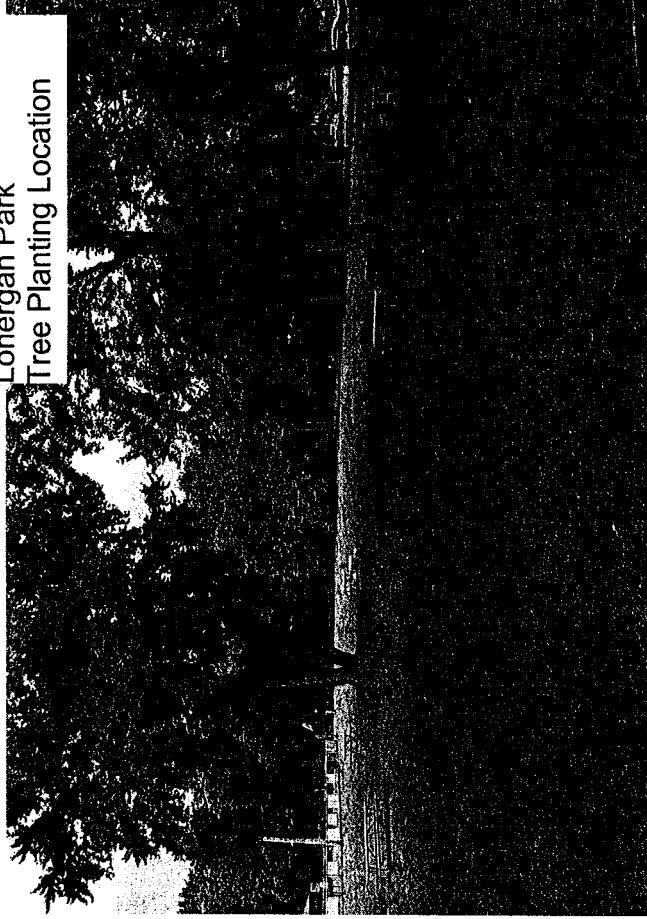




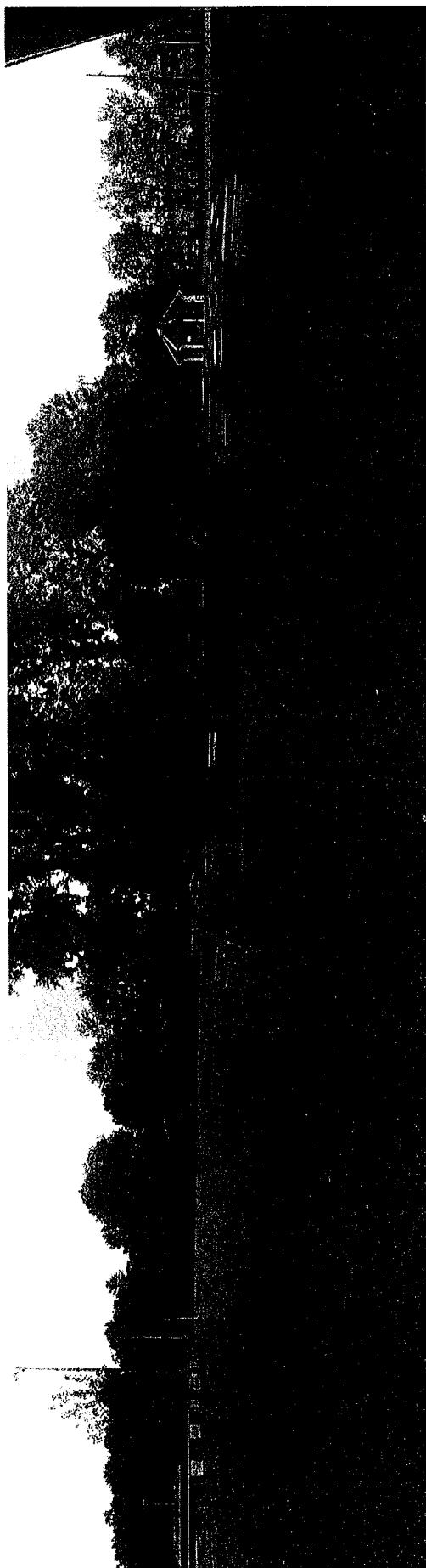
Village of North Syracuse  
Loneragan Park  
Tree Planting Location



Village of North Syracuse  
Loneragan Park  
Tree Planting Location



Village of North Syracuse  
Loneragan Park  
Tree Planting Location



## ATTACHMENT AGREEMENT SUPPLEMENTAL INFORMATION

**Municipality/Civic Organisation Name:** Village of North Syracuse

Name/Phone of Contact Person: Ed Ware / 315-458-0790

**Installation Date\*:** November 21, 2023

Removal Date\*: January 6, 2024

\* same dates as entered on Attachment Agreement

**Description of Attachment**

**Projected square area of attachment:** Approx. 10 square feet or less

**Weight of Material:** 8-10 lbs

**Type of Material:** 3/8 rebar

**Length of Support Arm (if applicable):** 6-10 inch

**Method of Attachment to Facility\*:** permanent straps/brackets

\* If permanent straps are used, please so note

**Location of Attachments -- Both Pole Numbers and Street Name(s) are Required (add additional pages if required):**

Pole #Street Name

locations and pole number attached

**Connected Wattage at Each Location** -- Required for unmetered energized attachments; otherwise please mark "N/A" below. This information allows us to accurately calculate your flat rate bill based on PSC 207, SC2 Non-Demand Rate for the energy used through the outlets. The flat rate bill will be sent after the decoration removal date.

Each decorations has thirty (30).96 watt LED bulbs total 28.8 watts

**Type of Controller** (time clock, dusk-to-dawn photo cell): no controller

**Hours of Operation:** 24 hours

Date: November 6, 2023

**NIAGARA MOHAWK**  
300 Erie Blvd West  
Syracuse, NY 13202

Dear Sirs/Madams:

In consideration of your permitting the Village of North Syracuse of North Syracuse, New York, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the Village of North Syracuse, New York, during the period from November 21, 2023 to January 6, 2024 the Licensee, hereby agrees to defend, protect and save harmless Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said Village of North Syracuse, New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the System Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the Licensee shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting therefrom) and damage to property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Bodily injury - \$1,000,000/1,000,000

Property Damage - \$1,000,000/1,000,000

OR

Combined Single Limit - \$1,000,000

OR

BI & PD per Occurrence - \$1,000,000

General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional insured.

Very truly yours,

\_\_\_\_\_  
\_\_\_\_\_

By: Gary Butterfield, Mayor

Name, Title

Approval of the above offer granted  
contingent upon receipt of insurance  
specified above.

NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_

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

(Upon execution, one copy of this Agreement is to be forwarded immediately to the Manager of Insurance, System Risk Management Dept.)

Revised: August 28, 1995





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Shore Associates An ISU Network Member P.O. Box 480, 101 Cayuga St. Fulton NY 13069		<b>CONTACT</b> NAME: Pamela Vann PHONE (A/C, No, Ext): (315) 598-6000 FAX (A/C, No): (315) 598-1183 E-MAIL ADDRESS: pvann@esainsurance.com	
<b>INSURED</b> Village of North Syracuse 600 South Bay Road North Syracuse NY 13212		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: NYMIR INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20690	

**COVERAGES**

CERTIFICATE NUMBER: 2023-2024 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		MPLVNOS001	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MCAVNOS001	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NY Mutual Aid \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MECVNOS001	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regards to the pole attachment agreement.

**CERTIFICATE HOLDER****CANCELLATION**

National Grid 300 Erie Blvd West  Syracuse NY 13202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00028915

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Eastern Shore Associates		NAMED INSURED Village of North Syracuse
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Certificate Holder is also named as Lender Loss Payee with respect to the 2017 Ford Explorer vin 1FM5K8AR3HGD25347

Per NYMIR:

"Coverage for the Additional Insured is limited to claims or lawsuits arising from the premises or activities which are the subject of an underlying agreement."

"Coverage for the Additional Insured is subject to the 'Other Insurance' clause of any other applicable policy, or, is concurrent with any other applicable self-insurance or retention program."

Village of North Syracuse  
Christmas Lights 2023

Street Name	Pole #	Candles	Star	Bell	Wreath	Power outlet installed	Power Provider National Grid/ Metered
Centerville Pl	NS27				X	X	X
Centerville Pl	NS28				X	X	X
Centerville Pl	NS29				X	X	X
Centerville Pl	NS30				X	X	X
Centerville Pl	NS31				X	X	X
Centerville Pl	NS32				X	X	X
Centerville Pl	NS34				X	X	X
Centerville Pl	NS39				X	X	X
Centerville Pl	NS40				X	X	X
Centerville Pl	NS41				X	X	X
Centerville Pl	NS42				X	X	X
Centerville Pl	NS45				X	X	X
Centerville Pl	NS46				X	X	X
Centerville Pl	NS47				X	X	X
Centerville Pl	NS48				X	X	X
Centerville Pl	NS49				X	X	X
Centerville Pl	NS50				X	X	X
Centerville Pl	NS51				X	X	X
Centerville Pl	NS52				X	X	X
Centerville Pl	NS53				X	X	X
Centerville Pl	NS54				X	X	X
Centerville Pl	NS55				X	X	X
Centerville Pl	NS56				X	X	X
Maxwell Ave	1	X				X	X
No Main St	264	X				X	X
No Main St	265		X			X	X
No Main St	265-1	X				X	X
No Main St	268			X		X	X
No Main St	270		X			X	X
No Main St	272	X				X	X
No Main St	275			X		X	X
No Main St	278				X	X	X
No Main St	280				X	X	X
No Main St	284		X			X	X
No Main St	285			X		X	X
No Main St	286				X	X	X
So Main St	217	X				X	X
So Main St	222	X				X	X
So Main St	226			X		X	X
So Main St	229	X				X	X
So Main St	233	X				X	X
So Main St	235		X			X	X
So Main St	237	X				X	X



Village of North Syracuse  
Christmas Lights 2023

So Main St	239	X				X		X	
So Main St	241	X				X		X	
So Main St	243			X		X		X	
So Main St	243-1					X	X	X	
So Main St	245	X				X		X	
So Main St	246	X				X		X	
So Main St	246-1				X	X		X	
So Main St	247	X				X		X	
So Main St	249		X			X		X	
So Main St	250	X				X		X	
So Main St	254	X				X		X	





Dianne Kufel

---

**From:** Ed Ware  
**Sent:** Tuesday, October 17, 2023 12:01 PM  
**To:** Pat Gustafson ; Chris Strong; Dianne Kufel; LouAnn StGermain; Gary Butterfield; Trustee John Bolton (jb0559@yahoo.com)  
**Cc:** Sue Bucci  
**Subject:** Trees  
**Attachments:** 20230927\_133704.jpg; 20231017\_085134.jpg

I have received some complaints about the trees in village property between Oakley Dr. and Wells Ave East. There appears to be multiple dead ash trees in that area. Would the board like me to get quotes to have this area cleared? It would need a company to come in and remove the trees, the DPW is unable to do the work as the height of the trees and safety to the neighboring properties. Also at 230 Millen Dr there is a tree in the front yard that is dying and could be a hazard to the public. The property is vacant and Codes has worked to have the lawn mowed and debris removed. I believe the tree board should send a letter to the owner for tree and stump removal.

Thank you

Ed Ware  
Superintendent of Public Works  
Village of North Syracuse

Ph. 315 458-0790  
Fax 315 458-0988

[dpw@northsyracusenyny.org](mailto:dpw@northsyracusenyny.org)



Dianne Kufel

---

From: John Bolton <jb0559@yahoo.com>  
Sent: Wednesday, November 1, 2023 3:14 PM  
To: Dianne Kufel  
Cc: Gary Butterfield  
Subject: [External] Re: [External] Plank Road Chamber of Commerce

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.

The president of the chamber and Scott Laysick will be attending.

John Bolton  
315-546-3605  
jb0559@yahoo.com

On Nov 1, 2023, at 10:34 AM, Dianne Kufel <dkufel@northsyracusenys.org> wrote:

OK - sure....will do.

Best,

<image001.png>

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

Email: [clerktreasurer@northsyracusenys.org](mailto:clerktreasurer@northsyracusenys.org)  
Either/or [dkufel@northsyracusenys.org](mailto:dkufel@northsyracusenys.org)  
Website: [www.northsyracusenys.org](http://www.northsyracusenys.org)

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

From: John Bolton <jb0559@yahoo.com>  
Sent: Wednesday, November 1, 2023 10:18 AM  
To: Gary Butterfield <gbutterfield@northsyracusenys.org>; Dianne Kufel <dkufel@northsyracusenys.org>  
Subject: [External] Plank Road Chamber of Commerce

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.

Scott Laysick from the chamber of commerce has asked to be added to our November 9 agenda. He wishes to speak to the board about future partnerships between the chamber and the village.

John Bolton  
315-546-3605  
jb0559@yahoo.com



Dianne Kufel

---

From: John Bolton <jb0559@yahoo.com>  
Sent: Wednesday, November 1, 2023 10:18 AM  
To: Gary Butterfield; Dianne Kufel  
Subject: [External] Plank Road Chamber of Commerce

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.

Scott Laysick from the chamber of commerce has asked to be added to our November 9 agenda. He wishes to speak to the board about future partnerships between the chamber and the village.

John Bolton  
315-546-3605  
jb0559@yahoo.com

**RECEIVED**  
**NOV 01 2023**  
**VILLAGE OF N. SYRACUSE**  
**CLERK/TREASURER**



Dianne Kufel

---

**From:** Ed Ware  
**Sent:** Tuesday, October 31, 2023 12:38 PM  
**To:** Dianne Kufel  
**Cc:** Diane Ilacqua  
**Subject:** FW: [External] North Syracuse DPW  
**Attachments:** Step 3 - COI Requirement w notes.pdf; Step 2 - Master Rental Agreement (MRA).pdf; Step 1 - CTOS Credit Application 3.27.18.pdf

We need to rent a bucket truck in November to put up Christmas lights and decorate the tree. Custom Truck, whom we have not rented from, has a truck available for the time frame we are looking for. We need to get the necessary insurance, credit app, etc. back to them to get the ball rolling. We will be renting the truck for the weekly rate of \$1260. Thank you.

Sue

---

**From:** Matt Strazzere <mstrazzere@customtruck.com>  
**Sent:** Tuesday, October 31, 2023 12:28 PM  
**To:** Ed Ware <dpw@northsyracusenys.org>  
**Cc:** Corey Laczynski <corey.Laczynski@customtruck.com>  
**Subject:** [External] North Syracuse DPW

**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.

Hello Sue,

Syracuse has this unit that needs to get through the shop so the timing could work out well.

Cat/Class: 201-1325 40' BUCKET TRK (LT40/SST40) NO MH (AWD)  
Equipment #: A0126788  
Type: R RENTAL  
Make: FORD  
Model: F550 LT40 Yr: 20  
Serial #: 1FDUF5HT7LDA00923

Daily: 420.00  
Weekly: 1260.00  
Monthly: 3780.00

My Rental coordinator could not find you guys in our system, so I just wanted to let you know we would need all three of these documents filled out and returned to get you set up with an account. Once all three are filled out and sent back we would be able to send to credit and get you an account set up to rent.

Respectfully,

Matt Strazzere  
Senior Account Manager

**DIRECT** +1 (603) 624-6288

**MOBILE** +1 (978) 337-5315

**LOCATION** Hooksett, NH

Equipment Lookbook

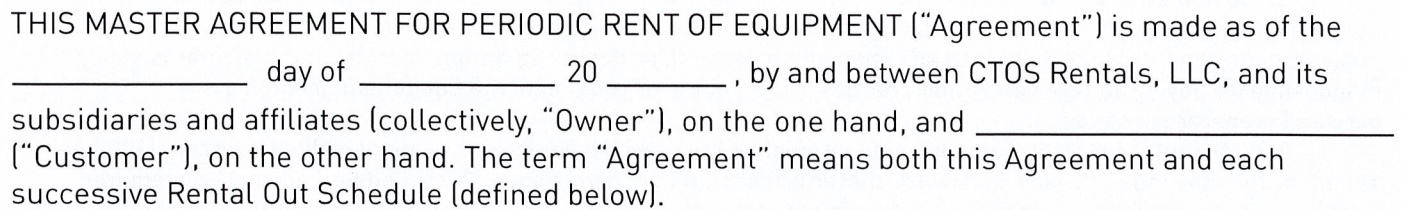
Tooling Catalog

customtruck.com



*"We power the people who strengthen our nation's infrastructure."*





1.1 This Agreement anticipates an ongoing relationship between Owner and Customer (collectively, the "Parties") for the leasing of certain equipment ("Equipment"), as set forth on separate schedules (each, a "Rental Out Schedule"), which will be entered into from time to time by the Parties. To the extent the Parties have previously entered into master rental agreements, however, this Agreement supersedes and replaces such master rental agreements. Additionally, if the Parties still have any rental schedules in effect that relate to a prior master rental agreement, such rental schedules are now governed by this Agreement.

**2. Needs Not Guaranteed.** Customer is responsible for determining whether the Equipment is suitable for Customer's needs and intended purposes. Owner shall not supply persons to operate, train, repair, or assist in the operation of the Equipment, and all leasing of Equipment hereunder shall be deemed a bare rental. Customer represents and warrants that it has the knowledge and resources sufficient to select and utilize the Equipment for its intended purpose. Customer has not relied upon Owner for the selection of the Equipment rented or the capacities or uses for such Equipment

4.1 The term of this Agreement shall begin on the date hereof and shall continue unless either Party sends a notice of termination to the other Party. Notwithstanding the forgoing, the terms of this Agreement shall continue to apply with respect to any Rental Out Schedule until the subject Equipment is returned in accordance with Section 4.2 and all other obligations with respect to such Equipment have been satisfied.

4.3 Within a reasonable time after the return of the Equipment, Owner may inspect and test the Equipment to determine if it is in the same condition as it was at the beginning of the rental term, except for Reasonable Wear and Tear. If Owner determines that the Equipment is not in the same condition as it was at the beginning of the rental term, except for Reasonable Wear and Tear, Owner shall give Customer written notice of the specific defects or damages upon which Owner based its determination, and Customer shall pay for all expenses relating to service, repair, replacement, and cleaning of the Equipment required to restore it to fully operational condition. Customer also agrees to continue paying rent while such repairs are being completed.



.....

## 5. Payment Terms.

5.1 Customer shall make rental payments at the rates and on the terms set forth in the applicable Rental Out Schedule. All rental payments are due upon Customer's receipt of an invoice from Owner. Further, Customer's duty to make rental payments is not subject to any recoupment, set-off, or deduction for any reason, and Customer is solely responsible for paying all taxes and other charges arising out of or relating to the Equipment, including any personal property or use tax.

5.2 Late rental payments are subject to interest on the unpaid balance at the rate of eighteen percent (18%) per annum or the maximum allowed by law, whichever is lesser. All payments shall be applied first against any required services, repairs, costs and expenses of enforcement of this Agreement, and accrued interest before being applied to any rental due.

**6. Title; Liens and Encumbrances.** Customer acknowledges, and agrees that Customer is a bailee of the Equipment and has no interest in or title to the Equipment. Customer shall keep the Equipment free from all liens and encumbrances, and shall notify Owner by telephone and in writing within twenty-four (24) hours of receiving notice of any lien, attachment, or other claim against the Equipment. Owner may place identification markings on the Equipment, reflecting its ownership, and file any precautionary UCC Financing Statements Owner may determine as necessary or desirable.

## 7. Customer Duties.

7.1 In connection with loading, unloading, set-up, tear-down, assembly, disassembly, handling, packing, crating, transportation, use, operation, storage, inspection, testing, service, maintenance, safety and repair of the Equipment and the performance of its obligations under this Agreement, Customer is solely responsible for compliance with and conforming to (a) all applicable statutes, ordinances, judgments, opinions, decrees, injunctions, writs, rules, regulations, orders, licenses, and permits of or from any governmental, judicial, administrative, or regulatory authority ("Laws"), including the Occupational Safety and Health Agency and the U.S. Department of Transportation (the "USDOT"); (b) all applicable industry standards and practices, including American National Standards Institute (ANSI) B30.5 (2008) ("Industry Standards"); and (c) all specifications of the Equipment manufacturer, including the Equipment manufacturer's rated load capacity and counterweight requirements and all requirements necessary to maintain any applicable manufacturers' warranties ("Manufacturer's Specifications"). OWNER will provide manuals for operation, repair, or other matters relating to the Equipment.

7.2 Customer shall take all steps necessary to ensure and protect the health, safety, and welfare of all people who operate or assist in operating, and all persons and property in proximity to, the Equipment. Customer shall perform all inspections, testing, and analyses required, and take all remedial steps necessary, to ensure that the Equipment is properly and safely transported, erected, used, operated, stored, and dismantled at each site where it is located.

7.3 Under no circumstances shall the Equipment be used for (a) the transportation, storage, use or removal of any hazardous products or materials (as defined by the United States Environmental Protection Agency or any state regulatory or enforcement agency); or (b) any farming purpose or for the transporting of passengers or livestock or animals.

7.4 Except as set forth in Section 10 below, or as may be authorized in writing by Owner, Customer shall not undertake or authorize any alterations, modifications, or repairs to or replacement of the Equipment, and if required by Owner, Customer shall pay the cost to restore the Equipment to its original configuration and condition, upon return of the Equipment, except for Reasonable Wear and Tear.

7.5 Customer shall not, under any circumstances, utilize Owner's USDOT number in its use or transportation of the Equipment.

**8. Inspection of Equipment.** Customer shall, at its sole expense and obligation, inspect and test the Equipment upon its receipt of the Equipment being rented. Customer will be deemed to have accepted the Equipment AS IS and acknowledged that it is in good, safe and serviceable condition unless it delivers written notice of rejection to Owner within 24 hours of delivery of the Equipment, stating specific defects or damages. Within a reasonable time of its receipt of such written notice, Owner shall, at its sole election, (a) service, repair or replace the Equipment, or (b) cancel the Rental Out Schedule (or portion thereof relating to the rejected Equipment) and refund any payments received from Customer with respect to such Equipment.

.....

9.1 Customer is solely responsible for all expenses relating to transportation of the Equipment from the point of origin to each destination, including but not limited to the location where the Equipment is to be returned at the end of the rental term, including costs associated with demurrage, assembly, disassembly, loading, unloading, handling, packing, crating, documentation, import, export, clearances, taxes, penalties, assessments, fines, duties, tariffs, tolls, fees, freight, and other charges.

## 10. Use, Operation, and Maintenance of Equipment.

10.2 Customer shall be solely responsible for the supervision and control over the Equipment and all persons operating or assisting in the operation of the Equipment, and for arranging or providing training, instruction, and direction to all such persons. Customer shall not allow anyone who is not competent, licensed, experienced, and reliable to operate or assist in the operation of the Equipment.

10.4 In the event that any Equipment or component becomes defective for use or requires repair due to Reasonable Wear and Tear and Customer has complied with its care and maintenance obligations under this Agreement, Owner shall, at its sole option: (a) repair or replace the defective Equipment or component, in which case rent will be abated during the period the Equipment is not usable by Customer; or, (b) cancel the remaining rental term relating to such Equipment, in which case Customer will not be entitled to the refund of any rent paid prior to such cancellation.

10.6 Owner shall have the right, but not the duty, to inspect the Equipment to ensure its proper upkeep, at any time during the rental term.

11.1 Customer is solely responsible for all risk and actual losses and damage to the Equipment, regardless of cause, other than Reasonable Wear and Tear. Customer shall notify Owner in writing regarding all losses or damage within twenty-four (24) hours of any occurrence. In the event the Equipment is lost, stolen, destroyed, or in Owner's judgment is damaged beyond repair, Customer shall immediately pay to Owner the stated value of the Equipment, as set forth on the applicable Rental Out Schedule (the "Stated Value"). Rental payments, which were made prior to the loss or damage, shall not be applied to payment of the Stated Value. But, in the event the Equipment is damaged but reparable in Owner's judgment, Customer shall be responsible to pay for the: (a) all the costs to repair the Equipment; and (b) all rental payments, until such repairs have been completed to Owner's satisfaction and the Equipment has been returned to Owner.

## 12. Default.

12.2 In the event of a Default, Owner may, at its sole option and in addition to any other rights and remedies it may have at law or in equity, elect any one or more of the following:

12.3 In the event of a Default, Owner shall be entitled to recover collection agency fees and attorney's fees for any outside attorney that is retained relating to any Default hereunder, whether suit is filed or not, or in defense of any Claim (defined below) or representation in any bankruptcy or similar proceeding.

### 13. Disclaimer of Warranties; Limitation of Liability.

13.2 To the extent there may be any warranty in existence from any manufacturer, Customer shall look only to such manufacturer's warranty.

13.4 Owner shall have no liability for: (a) damages arising out of, or in any way related to, Customer's use of, or inability to use, the Equipment, including, but not limited to damages resulting from the condition, failure, or operational difficulty of the Equipment, and any direct, indirect, incidental, special, or consequential damages; (b) bodily injury, personal injury, property damage, loss of use, business interruption, loss of profits, loss, diminished of earnings or earning capacity, or injury, damage, or adverse affect on credit; or, (c) interference with or breach of contract (express or implied), detrimental reliance, interference with advantageous, business, contractual, or employment relationships.

**14. Indemnification.** Except to the extent a Claim is caused by Owner's gross negligence or intentional misconduct, Customer is responsible for and agrees to defend, indemnify and hold Owner harmless from all claims, actions, loss, damage, costs, or expenses (collectively, "Claims"), including reasonable attorneys' fees, arising out of or related to: (a) any loss of or damage to the Equipment from any cause whatsoever during the Term of this Agreement; (b) the use of the Equipment during the Term of this Agreement; (c) any breach of this Agreement by Customer; (d) negligent acts or omissions by Customer or its affiliates, employees, contractors, or agents; or, (e) any violation of any applicable Laws. In the event Customer fails to perform its obligations hereunder, Owner shall be entitled to recover attorneys' fees in enforcing the terms of this Agreement. The indemnification obligations set forth in this Section 14 shall survive the termination of this Agreement for any reason.

15.1 Customer shall not assign, mortgage, encumber, sublease, or transfer any right or interest in this Agreement without first obtaining Owner written consent, which Owner, in its sole discretion, may withhold for any reason. Any attempt by Customer to assign, sublease, or transfer any right or interest in this Agreement without first obtaining Owner's written consent is null and void. If Owner consents to any assignment, sublease, or transfer, Customer shall remain liable hereunder unless released in writing by Owner.

**16. Privacy; Waiver.** Owner may receive from and disclose information Owner receives from Customer to any individual, corporation, business trust, company, partnership, joint venture, or association for business related purposes, including to any credit reporting agency or similar entity. Customer further authorizes any entity to release to Owner or its affiliates current and historical information related to Customer's accounts, credit application, and credit experience.

(a) All written notices and communications required to be given under this Agreement shall be delivered to:

## 18. Miscellaneous.

18.1 Customer waives the right to bring any counter-claim, compulsory or otherwise, in any suit brought by Owner, and Owner in consideration hereof waives any right to claim that any such counter-claim was compulsory in any separate action brought by Customer against Owner.

18.2 CUSTOMER AND OWNER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY BREACH OF THIS AGREEMENT OR ANY OTHER CLAIM OR SUIT BY CUSTOMER, RELATING TO THIS AGREEMENT OR OTHERWISE, AGAINST THE OTHER PARTY WHETHER THE OTHER PARTY IS THE SOLE DEFENDANT OR NOT.

18.3 Customer acknowledges the right and opportunity to have this Agreement reviewed by legal counsel, if so desired.

18.4 This Agreement was arrived at after thorough bargaining and negotiations, and shall be construed as if the Parties jointly prepared it; and any uncertainty or ambiguity shall not be construed or interpreted against either of the Parties.

18.5 This Agreement and each Rental Out Schedule shall be binding upon and inure to the benefit of, and shall be enforceable by or against, the Parties' respective successors, permitted assigns, heirs, administrators, executors, and trustees. Except as otherwise expressly stated herein, this Agreement does not confer any rights or benefits on persons or entities which are not Parties to this Agreement, as third party beneficiaries or otherwise.

18.6 The failure to enforce any provision, right, or remedy under this Agreement or at law shall not constitute a waiver of such provision, right, or remedy or of a Party's right to thereafter enforce each and every provision. A waiver of any default, breach, or violation of this Agreement or any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent default, breach, or violation.

18.7 The Parties shall cooperate to execute all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, to the extent that such documents and actions are not inconsistent with this Agreement.

18.8 If any term, provision, or part of this Agreement is determined to be invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement.

18.9 This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without giving effect to the principles of conflict of laws. Each of the Parties consents to the jurisdiction and venue of the state and federal courts for Jackson County, Missouri. If Customer brings any claim or action against Owner, the exclusive jurisdiction is the Circuit Court of Jackson County, Missouri. At Owner's option, it may file suit in the Missouri courts as set forth herein or such other court as may have jurisdiction of Customer and/or any guarantor and Customer consents thereto.

18.10 This Agreement and each Schedule hereto: (a) contains the complete and final expression of the agreement between the Parties; (b) supersedes all prior negotiations, representations, or agreements, either written or oral, between the Parties; and, (c) shall not be varied or contradicted by extrinsic evidence, usage of trade, prior course of dealing, or prior course of performance. No promises, representations, or inducements have been made, except as provided in this Agreement. The terms and provisions of this Agreement shall not be modified, changed, amended, or supplemented except in a writing signed by both Parties. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the Parties..

**(Signature Page to Follow)**



**IN WITNESS WHEREOF**, the Parties have executed this Master Agreement as of the day and year first above written.

**OWNER**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

**CUSTOMER NAME**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**Form of Rental Out Schedule**



CTOS RENTALS, LLC  
7701 E. US-24 HIGHWAY  
KANSAS CITY, MO 64125  
816-241-4888

**RENTAL OUT**

**COPY**

Contract #... 3016424  
Contract dt. 2/27/18  
Date out.... 2/28/18 8:00 AM  
Est return.. 3/28/18 8:00 AM  
Job Loc.....  
Job No.....  
Written by..

Page: 1

Customer: 101 RESERVATION PENDING CREDIT RESERVATIONS ONLY MO 64125	Job Site: YOUR JOB SITE 1000 INDEPENDENCE KANSAS CITY, MO  C#: J#: CER
--	---

Ordered By: DEMO	Purchase Order Number: DEMO	Rental Term:	Terms: <b>DUE UPON RECEIPT</b>
LDW Expiration Date:	Sales Representative:	System Time: 3/23/18 10:26 AM	Termination Date: 3/28/18 8:00 AM

Qty	Equipment #	Day	Week	4 Week	Amount
1	RR2501026 26 TON BOOM TRUCK Make: PETERBILT Model: 382 9125 Ser #: 1NP9L50X2CD167314 MI OUT1 5687.00 Stated Value: _____	.50	.75	1.00	1.00
1	9802290 2290 HIGHWAY TAX Stated Value: _____				N/C
Estimated Sub-total: 1.00 Estimated Tax: .09 Estimated Total: 1.09					
* Rent continues until termination number is issued (816) 241-4888 *					

**IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE**    **USAGE ALLOWED, 8HR/DAY 40HR/WK 160HR/4WK CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS**    **OR 1,500 MILES/4WK, OT WILL APPLY**

I have read and agree to all of the terms and conditions hereon and all terms and condition in the Master Agreement for Periodic Rent of Equipment dated as of \_\_\_\_\_ ("Agreement") which is incorporated by reference herein. If there is any conflict in terms, the Agreement shall prevail. I acknowledge receipt of the equipment delivered in good order, and a copy of this and the Agreement. Signer represents that they are the authorized agent or employee Customer. This and the Agreement represent the entire agreement between us, and there are no oral or other representations or agreements. None of the terms or conditions of this document and the Agreement may be amended or modified, except in writing, signed by both of us. Customer is responsible for all repair or replacement as provided in the Agreement. Customer hereby authorizes company to send advertisements and solicitations to customer by e-mail or facsimile transmission or otherwise. Rental rates based on 8 working hours per day, 40 hours per week, 160 hours per four week period or 1,600 miles per four week period. Overtime charged on overages. The Customer's signature indicates your understanding of and acceptance of responsibility for operator training requirements and licensing requirements as required by applicable local, state, and federal regulations. Customer has inspected the equipment and if any equipment is not operating properly at time of receipt, you must contact us within one (1) business day. If equipment is shipped via Customer provided transportation or a third party, such as a truck carrier, claims for damages in shipment must be made exclusively with that carrier or its insurance. Customer hereby also agrees to pay all costs of collection, including attorneys fees, incurred in connection with the collection of any amounts due and owing in connection with this rental transaction.

X CUSTOMER SIGNATURE	NAME PRINTED
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**SCHEDULE 1**  
**HIGH RAIL MAINTENANCE**

For any High Rail Equipment:

(1) Customer shall visually inspect Equipment for at least the following on a daily basis: (a) hydraulic leaks; (b) loose fasteners; and (c) excessive wear.

(2) Customer shall perform the following duties on a weekly basis: (a) grease all fittings on the rail, including six (6) in the front assembly and fourteen (14) on the rear assembly; (b) Inspect the bearing grease every 2,000 miles or six (6) months, whichever occurs first; (c) Inspect bearings and grease cavity by moving hubcaps (unless a bearing problem is suspected, in which case, Customer need not remove or repack bearings. If repacking is required the grease cavity should be filled up to 80% with suitable grease); (d) replace hubcaps using a bead of Form-A-Gasket (or equal).

(3) Customer shall change the hydraulic oil filter element on an annual basis.



**SCHEDULE 2**  
**INSURANCE REQUIREMENTS**

1. Customer shall, at its sole expense, secure and maintain the minimum insurance coverage subject to maximum deductibles acceptable to Owner, along with the stipulations set forth below:

Workers Compensation Insurance in an amount equal to statutory limits/requirements and employers liability with minimum limit of \$1,000,000 for each accident. Where applicable, endorsements for U.S. Long Shore and Harbor Workers Compensation Act and Maritime Coverage shall be attached to the policy and noted on the certificate.

Commercial General Liability ("CGL") Insurance on an occurrence basis, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate, including bodily injury, property damage, for Customer's indemnity obligations in this Agreement. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply to each project. CGL Coverage shall be written on ISO Occurrence form or a substitute form providing equivalent coverage.

Inland Marine/All Risk Physical Damage Insurance to cover the applicable Stated Value, for all losses or damage to the Equipment resulting from all causes, including but not limited to overloading, misuse, fire, theft, flood, explosion, overturn, accident, and "acts of god." On the Inland Marine/All Risk Physical Damage Insurance, CTOS Rentals, LLC and its subsidiaries shall be named as loss payees.

Umbrella/Excess Liability, with minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate. Higher limits can be used to satisfy underlying limit requirements, but certificate must specifically state what the policy coverage extends to.

Comprehensive Auto Insurance, with minimum limits of \$1,000,000 each occurrence, which includes hired and non-owned vehicles. Hired Car Physical Damage limit equal to the value of on-road vehicle as determined by Owner on Rental Out contract date and state the comprehensive and collision deductibles.

2. Customer shall provide proof of insurance to Owner no later than five (5) calendar days after execution of a Rental Out Schedule. Timely delivery of evidence of insurance is an express condition precedent to any duty of Owner to reserve, stage, or have the Equipment ready for shipment. Evidence of insurance shall contain a provision that the coverage afforded under the policies shall not be canceled, non-renewed, materially changed, or allowed to expire without first giving at least thirty (30) days written notice to Owner. The cancellation wording shall read as follows: "Should any of the above described policies be cancelled, or non-renewed before the expiration date thereof, the Company shall give 30 days' written notice to the Certificate Holder named hereon."

3. All policies of insurance, except Workers' Compensation, shall name and endorse CTOS Rentals, LLC and its subsidiaries and affiliates as additional insured using ISO Additional Insured Endorsement CG.20280413. It shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. For the Certificate of Insurance, Owner's address is 7701 E. 24 Highway, Kansas City, MO 64125.

4. Customer waives all rights of subrogation and all lien rights, which may accrue to it or to its insurers. All policies of insurance, including Workers' Compensation, shall contain a waiver of all rights of subrogation and all lien rights in favor of Owner. Customer understands, acknowledges, and agrees that this waiver shall bind its insurers at all levels, and Customer further acknowledges and agrees to notify its insurers of this waiver and to have all necessary endorsements added to the insurance policies applicable to this Agreement. Customer further understands, acknowledges, and agrees that, to the extent any insurer fails to recognize and honor this waiver or attempts to subrogate against Owner and its insurance carriers or to enforce any lien rights against Owner or its insurance carriers, Customer will be liable to pay to Owner any amounts required, and all losses Owner may suffer, as a result of such subrogation or enforcement of lien rights.

5. In the event of any loss, proceeds of property damage insurance on the Equipment shall be made to Owner, and Owner will apply the proceeds to Customer's obligations under Section 11.1. To the extent such proceeds are insufficient to fully satisfy Customer's obligations under Section 11.1, Customer will remain liable for any deficiency.





Address: 7701 Independence Avenue, Kansas City, MO 64125

Email : credit@customtruck.com

Fax : 877-310-5976

**CREDIT APPLICATION**Sales Rep: **Matt Strazzere**

Company Name	Village of North Syracuse	Parent Company:	Village of North Syracuse
Billing Address	600 South Bay Road	City/State/Zip:	North Syracuse, NY 13212
Physical Address	600 South Bay Road	City/State/Zip:	North Syracuse, NY 13212
Phone	3154580900	Fax:	3154585079
DOT #		Cell:	
Year Established	1925	FEIN	15-6001356
	State		NY
		E-Mail:	dpw@northsyracusenyny.org
		Annual Sales:	\$5,000,000

**Business Structure:**

C-Corp ☒ S-Corp ☐ LLC ☐ LP ☐ Proprietorship ☐

**Relationship to Parent Company:**

Subsidiary ☐ Division ☐ Branch ☐

**TRADE REFERENCES**

Vendor Name(s):	Email Address:	Fax Number:	Phone Number:
Jerome Fire Equip.			315 699-5288
Syracuse Haulers			315 426-6771
Germain & Germain			315 422-0314

**BANK REFERENCES**

Bank Name:	M & T Bank	Phone Number:	315 424-4412	Fax Number:	
Account Number:	15004210804735	Contact Name:	Tiffany Clearo		

**Account Preferences:**

Desired Account Type (Check all that apply):	Equipment Rental <input checked="" type="checkbox"/>	Parts <input type="checkbox"/>	Service <input type="checkbox"/>	Maximum Credit Desired:	
Purchase Orders Required?	No	AP Contact Phone #:	315 458-0900 Ext. 124		
AP Contact Name:	Diane Ilacqua	AP Contact Email Address:	dilacqua@northsyracusenyny.org		
Tax Exempt Status:	Non-Taxable, providing tax exempt form	<input type="checkbox"/> We elect to receive invoices & statements via email			

We hereby warrant the information listed above is true and correct, and is furnished for the purpose of obtaining credit. We grant CTOS, LLC ("Custom Truck") and its affiliates permission to investigate and verify any and all facts contained herein. In the event there is a default in payment of any invoice, we shall be charged and agree to pay Custom Truck a late charge in the amount of 1.5% per month on the unpaid balance together with all costs and expenses (including reasonable attorneys' fees, collection agency fees and disbursements) incurred by Custom Truck in connection with collecting any payments due, including, without limitation any costs and expenses incurred in any litigation commenced in connection therewith. The person executing this agreement has the authority to enter into this credit application terms and conditions.

Printed Name of Authorized Agent:

Signature of Authorized Agent:

**Dianne M. Kufel****Village of North Syr. Ctx. Treas.****Dianne M. Kufel**

Title:

Date:

**Clerk-Treasurer****11/2/23****FOR EQUIPMENT RENTAL PLEASE INCLUDE YOUR CERTIFICATE OF LIABILITY INSURANCE**



over

Deanne M. Kifer

College of Northland  
Deanne M. Kifer

Clark Kifer  
11/2/93



Department of  
Taxation and Finance

Federal ID #: 15-6001356

June 21, 2021

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



VILLAGE OF  
NORTH SYRACUSE

600 South Bay Road  
North Syracuse, New York 13212

DIANNE M. KUFEL  
Clerk/Treasurer

OFFICE

8:30 am - 4:00 pm

Tel (315) 458-0900 Ext. 129

Fax (315) 458-5079

Web Site: [www.northsyracusenyny.org](http://www.northsyracusenyny.org)

E-Mail: [clerktreasurer@northsyracusenyny.org](mailto:clerktreasurer@northsyracusenyny.org)

Dear Sir or Madam:

The Tax Law exempts New York State governmental entities such as your organization, Village of North Syracuse, from the payment of New York State and local sales and use taxes on their purchases. To make tax exempt purchases, a New York State governmental entity must present vendors with the entity's official purchase order or other documentation (e.g., payment voucher, contract of sale, Form AC 946, *Tax Exemption Certificate*, Form ST-129, *Exemption Certificate - Tax on occupancy of hotel rooms*, etc.) which indicates that the purchaser is a New York State governmental entity.

**Tax exemption numbers and Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, are not issued to New York State governmental entities.** If a vendor requests a tax exemption number or Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, from you, the Village of North Syracuse may give the vendor a copy of this letter. This will assure the vendor that a governmental purchase order, or other evidence that Village of North Syracuse is the purchaser, and this letter are the only documentation the vendor needs to not collect sales tax.

For additional information, please refer to Publication 843, *A Guide to Sales Tax in New York State for Exempt Organizations*, which is available on the New York State Tax Department website at [www.tax.ny.gov](http://www.tax.ny.gov).

New York State Department of Taxation and Finance  
OTPA-Taxpayer Guidance Division  
Sales Tax Exempt Organizations Unit







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## Purchases and Sales by Governmental Entities

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### Introduction

This bulletin explains how sales and use taxes apply to purchases and sales by New York and United States governmental entities.

### New York and United States governmental entities

*New York governmental entities* include the state of New York and any of its agencies, instrumentalities, public corporations (including a public corporation created by agreement or compact with another state), or political subdivisions.

*Agencies and instrumentalities* include any authority, commission, or independent board created by an act of the New York State Legislature for a public purpose. Examples of agencies and instrumentalities include:

- New York State Department of Taxation and Finance
- New York State Department of Education
- Association of Fire Districts of New York State

*Public corporations* include municipal, district, or public benefit corporations chartered by the New York State Legislature for a public purpose or in accordance with an agreement or compact with another state. Examples of public corporations include:

- Empire State Development Corporation
- Lower Manhattan Development Corporation
- New York State Canal Corporation
- Industrial Development Agencies and Authorities
- Port Authority of New York and New Jersey

*Political subdivisions* include counties, cities, towns, villages, and school districts.

The United States of America and its agencies and instrumentalities (also referred to as *United States governmental entities*) are also exempt from paying New York State sales tax on their purchases. Examples of tax-exempt United States governmental entities include:

- United States Department of State
- Internal Revenue Service
- Federal credit unions

Other states of the United States and their agencies and political subdivisions **do not** qualify for sales tax exemption. Examples of governmental entities that do not qualify for exemption include:

- the state of Vermont
- the city of Boston
- the borough of Saddle River, New Jersey



## Purchases by governmental entities

Generally, a New York or United States governmental entity is exempt from payment of sales tax on its purchases when the entity is the purchaser, user, or consumer of tangible personal property or services or when an employee of the entity, on official business, is the occupant of a hotel room or a patron at a place of amusement, club, or similar place.

To claim exemption from sales tax, the governmental entity must provide the seller with a governmental purchase order or an appropriate exemption document. **Please note:** A governmental entity **may not use** Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, to make tax-exempt purchases.

A governmental entity that needs to provide confirmation to sellers that the organization is exempt from payment of sales tax may request a *governmental entity letter* from the Sales Tax Exempt Organizations Unit by calling (518) 485-2889. The letter identifies the organization as a governmental entity and states that it is exempt from the payment of sales tax on its purchases. It further states that the seller needs only a governmental purchase order, or other evidence that the governmental entity is the purchaser, in order for the seller to not collect tax.

An employee of a governmental entity who is on official business may purchase hotel occupancy exempt from tax (including the \$1.50 hotel unit fee in New York City) by providing the operator of the hotel or motel with a properly completed Form ST-129, Exemption Certificate—Tax on Occupancy of Hotel Rooms. **Note:** Form ST-129 cannot be used to claim exemption from locally imposed and administered hotel occupancy taxes, also known as *local bed taxes*. However, New York State and the United States government are not subject to local bed taxes. (See Publication 848, A Guide to Sales Tax for Hotel and Motel Operators, for more information.)

Employees of New York State governmental entities, while in the performance of their official duties, may make tax-exempt purchases of property or services (but not food and drink for personal consumption) by presenting vendors with a properly completed Form AC-946, *Tax Exemption Certificate*.

A New York State governmental entity, if authorized by applicable law, may also appoint an agent to make tax-exempt purchases on its behalf provided certain requirements are met. For more information about purchases by agents of New York governmental entities, see Publication 765, Sales and Fuel Excise Tax Information for Properly Appointed Agents of New York Governmental Entities.

See Tax Bulletin Exemption Certificates for Sales Tax (TB-ST-240) for more information about exemption documents. See Tax Bulletin Record-Keeping Requirements for Sales Tax Vendors (TB-ST-770) for more information about keeping records of these exempt transactions.

## Sales by governmental entities

Sales by New York and United States governmental entities of tangible personal property or services that are **not ordinarily sold** by private persons are exempt from sales and use tax.

*Example: A county clerk's office sells tax maps and certified copies of various documents only available through the county clerk's office. The sales of these items are not subject to tax because the items are not ordinarily sold by private persons.*

*Example: A governmental entity sells evergreen seedlings in bundles of 1,000 to qualified landowners with the stipulation that once the evergreens are planted, they may not be removed with roots attached, nor may they be planted for ornamental purposes. The sale of these seedlings is not taxable because sales of this kind are not ordinarily made by private persons.*

*Example: The U.S. Government Printing Office (GPO) sells federal publications, records, and other documents. These documents are only available through the GPO. The sales of these documents are not subject to tax because the documents are not property ordinarily sold by private persons.*

Sales by New York and United States governmental entities of tangible personal property or services that **are ordinarily sold** by private persons (except certain trash removal services—see below) are subject to sales and use tax.

*Example: A governmental entity sells trees and decorative shrubs without any restrictions. The sales are taxable since they are sales of property ordinarily sold by private persons.*

*Example: A New York State agency conducts an auction to sell surplus state-owned motor vehicles. Sales of the motor vehicles are subject to tax because motor vehicles are ordinarily sold by private persons.*

*Example: A New York municipality sells leaf/recycling bags to its residents. Sales of the bags are subject to tax because leaf bags are ordinarily sold by private persons.*

*Example: A New York public high school sells books, school supplies, small gift items and candy at the school bookstore. Sales of these items are subject to sales tax because such items are ordinarily sold by private persons.*

*Example: A governmental entity operates a hotel that is open to the general public. The charge for occupancy is taxable.*

*Example: A governmental agency operates a restaurant. The charges for the food and drink are taxable.*

*Example: The National Park Service sells souvenirs at the parks and historic sites it operates in New York State. The sales are subject to tax because souvenirs are property ordinarily sold by private persons.*

Charges for the service of trash removal are exempt from sales tax when the service is performed by a New York State municipal corporation, other than a city of one million or more, or when the services are provided by a private trash removal company on behalf of a municipal corporation in accordance with an agreement between the two.

*Example: A municipality provides a trash removal service for its residents and charges \$20.00 per month for the service. This charge is not taxable.*

*Example: A trash removal company has an agreement with a municipality for the removal of residents' trash on behalf of the municipality. Under the terms of the agreement, the trash removal company bills the residents directly for the service. The charge for this service is not taxable.*

Charges by certain New York governmental entities for parking services are also exempt from sales tax. Charges for parking in facilities owned and operated by the following entities are exempt from the combined state and local sales taxes (but not from the additional 8% New York City tax imposed on parking, garaging, or storing motor vehicles in Manhattan):

- municipal corporations (counties, cities, towns, villages, and school districts) or any agency or instrumentality of these municipal corporations;
- district corporations (for example, fire districts or water districts) or any agency or instrumentality of these district corporations; and



- public benefit corporations (other than public benefit corporations that have been created by interstate compact or public benefit corporations at least half of whose members are appointed by the Governor).

Charges for parking in facilities that are owned and operated by New York City are generally exempt from sales tax (see TSB-M-96(12)S, Sales of Parking by Local Municipal Facilities Exempt From Sales Tax, for more information, including when these charges are exempt from the additional 8% sales tax imposed in Manhattan). This includes facilities owned and operated by:

- any agency or instrumentality of New York City; and
- a public corporation the majority of whose members are appointed by the Mayor of New York City, the New York City Council, or both.

If a New York or United States governmental entity fails to collect sales tax on a taxable transaction, the purchaser must pay the tax directly to the Department of Taxation and Finance. See Tax Bulletin Use Tax for Businesses (TB-ST-910) and Tax Bulletin Use Tax for Individuals (including Estates and Trusts) (TB-ST-913) for more information about paying use tax.

*Example: The U.S. Postal Service charges \$15 for passport photographs. It does not collect sales tax on these sales, even though the sale of passport photographs is subject to tax. Customers who purchase the photographs without paying sales tax must pay the tax due directly to the Tax Department.*

Note: A Tax Bulletin is an informational document designed to provide general guidance in simplified language on a topic of interest to taxpayers. It is accurate as of the date issued. However, taxpayers should be aware that subsequent changes in the Tax Law or its interpretation may affect the accuracy of a Tax Bulletin. The information provided in this document does not cover every situation and is not intended to replace the law or change its meaning.

#### **References and other useful information**

**Tax Law:** Sections 1116(a)(1) and 1116(a)(2)

**Regulations:** Sections 529.1; 529.2; and 529.3

#### **Publications:**

Publication 765, Sales and Fuel Excise Tax Information for Properly Appointed Agents of New York Governmental Entities

Publication 843, A Guide to Sales Tax in New York State for Exempt Organizations

Publication 848, A Guide to Sales Tax for Hotel and Motel Operators

#### **Memoranda:**

TSB-M-96(12)S, Sales of Parking by Local Municipal Facilities Exempt From Sales Tax

#### **Bulletins:**

Exemption Certificates for Sales Tax (TB-ST-240)

Record-Keeping Requirements for Sales Tax Vendors (TB-ST-770)

Use Tax for Businesses (TB-ST-910)

Use Tax for Individuals (including Estates and Trusts) (TB-ST-913)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Shore Associates An ISU Network Member P.O. Box 480, 101 Cayuga St. Fulton NY 13069	<b>CONTACT NAME:</b> Pamela Vann <b>PHONE (A/C, No, Ext):</b> (315) 598-6000 <b>E-MAIL ADDRESS:</b> pvann@esinsurance.com <b>FAX (A/C, No):</b> (315) 598-1183														
<b>INSURED</b> Village of North Syracuse 600 South Bay Road North Syracuse NY 13212	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: NYMIR</td><td>20690</td></tr><tr><td>INSURER B: Liberty Mutual Insurance Co / Ohio Casualty</td><td>24074</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NYMIR	20690	INSURER B: Liberty Mutual Insurance Co / Ohio Casualty	24074	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 2023-2024 Inland Marine**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MPLVNOS001	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MCAVNOS001	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NY Mutual Aid \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	MECVNOS001	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine - Special Form			BMO58584325	06/01/2023	06/01/2024	Leased/Rented/Borrowed \$250,000 Dumps/Trucks Deductible \$500 AllOtherEquip Deductible \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Rental of a 2020 Ford F550 Bucket Truck 1FDUF5HT7LDA00923 valued at \$160,000.

**CERTIFICATE HOLDER****CANCELLATION**

CTOS Rentals, LLC and its subsidiaries and affiliates 7701 Independence Ave Kansas City MO 64125	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 00028915

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Eastern Shore Associates		NAMED INSURED Village of North Syracuse, DBA: and North Syracuse Volunteer Fire Dept
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Certificate Holder is named as Loss Payee RE: Rental of a 2020 Ford F550 Bucket Truck 1FDUF5HT7LDA00923 valued at \$160,000.

Additional Insured is on a Primary & Non-contributory Basis.  
Waiver of Subrogation applies in favor of the Additional Insured.

Per NYMIR:

"Coverage for the Additional Insured is limited to claims or lawsuits arising from the premises or activities which are the subject of an underlying agreement."

"Coverage for the Additional Insured is subject to the 'Other Insurance' clause of any other applicable policy, or, is concurrent with any other applicable self-insurance or retention program."



**2024**

**VILLAGE HALL WILL BE CLOSED  
ON THE FOLLOWING HOLIDAYS**

<b><u>Day</u></b>	<b><u>Date</u></b>	<b><u>Holiday</u></b>
Monday	January 1 <sup>st</sup> , 2024	New Year's Day
Monday	January 15 <sup>th</sup> , 2024	Martin Luther King Jr.
Monday	February 19 <sup>th</sup> , 2024	Presidents' Day
Friday	March 29 <sup>th</sup> , 2024	Good Friday
Monday	May 27 <sup>th</sup> , 2024	Memorial Day
Wednesday	June 19 <sup>th</sup> , 2024	Juneteenth
Thursday	July 4 <sup>th</sup> , 2024	Independence Day
Monday	September 2 <sup>nd</sup> , 2024	Labor Day
Monday	October 14 <sup>th</sup> , 2024	Columbus Day/Indigenous People's Day
Monday	November 11 <sup>th</sup> , 2024	Veterans Day
Thursday	November 28 <sup>th</sup> , 2024	Thanksgiving Day
Friday	November 29 <sup>th</sup> , 2024	Thanksgiving Holiday (Police Dept. is <b>OPEN</b> ) (DPW - See Contract - Article 12D Day Off)
Wednesday	December 25 <sup>th</sup> , 2024	Christmas Day
Wednesday	January 1 <sup>st</sup> , 2025	New Year's Day



## **2024 BOARD MEETING SCHEDULE**

**Approved:**                      **Resolution:**

**The 2024 Annual Meeting will be held on Thursday, July 11<sup>TH</sup>, 2024 at 6:30pm (combined with Board Meeting)**

Meetings are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month (unless otherwise noted) at the North Syracuse Community Center, 700 South Bay Road, Upstairs.

Thursday	January 11th	@ 6:30pm Community Center – Upstairs
Thursday	January 25th	@ 4:30pm Community Center – Upstairs
Thursday	February 8th	@ 6:30pm Community Center – Upstairs
Thursday	February 22nd	@ 4:30pm Community Center – Upstairs
Thursday	March 14th	@ 6:30pm Community Center – Upstairs
Thursday	March 28th	@ 4:30pm Community Center – Upstairs
Thursday	April 11th	@ 6:30pm Community Center – Upstairs
Thursday	April 25th	@ 4:30pm Community Center – Upstairs
Thursday	May 9th	@6:30pm Community Center – Upstairs
Thursday	May 23rd	@4:30pm Community Center – Upstairs
Thursday	June 13th	@ 6:30pm Community Center – Upstairs
Thursday	June 27th	@4:30pm Community Center – Upstairs
Thursday	July 11th	@ 6:30pm Community Center – Upstairs Annual Meeting and Board Meeting Combined
Thursday	July 25th	@ 4:30pm Community Center – Upstairs
Thursday	August 8th	@ 6:30pm Community Center – Upstairs
Thursday	August 22nd	@ 4:30pm Community Center – Upstairs
Thursday	September 12th	@ 6:30pm Community Center – Upstairs





Thursday	September 26th	@ 4:30pm Community Center – Upstairs
Thursday	October 10th	@ 6:30pm Community Center – Upstairs
Thursday	October 24th	@ 4:30pm Community Center – Upstairs
Thursday	November 14th	@ 6:30pm Community Center – Upstairs
Tuesday	November 26th	@ 4:30pm Community Center – Upstairs
Thursday	December 12th	@ 6:30pm Community Center – Upstairs
Thursday	December 26th	@ 4:30pm Community Center – Upstairs



## 2024 ZONING BOARD OF APPEALS MEETING SCHEDULE

**Approved:**

**Resolution:**

Meetings are held on the 1st Thursday of each month when there is an application for review before the Board at the North Syracuse Community Center, 700 South Bay Road, Downstairs.

Thursday	January 4th	5:00 pm	Community Center-Downstairs
Thursday	February 1st	5:00 pm	Community Center-Downstairs
Thursday	March 7th	5:00 pm	Community Center-Downstairs
Thursday	April 4th	5:00 pm	Community Center-Downstairs
Thursday	May 2nd	5:00 pm	Community Center-Downstairs
Thursday	June 6th	5:00 pm	Community Center-Downstairs
Thursday	July TBD	5:00 pm	Community Center-Downstairs
Thursday	August 1st	5:00 pm	Community Center-Downstairs
Thursday	September 5th	5:00 pm	Community Center-Downstairs
Thursday	October 3rd	5:00 pm	Community Center-Downstairs
Thursday	November 7th	5:00 pm	Community Center-Downstairs
Thursday	December 5th	5:00 pm	Community Center-Downstairs



## 2024 PLANNING COMMISSION MEETING SCHEDULE

**Approved:**

**Resolution:**

Meetings are held on the 3rd Thursday of each month when there is an application for review before the Board at the North Syracuse Community Center, 700 South Bay Road, Downstairs.

Thursday	January 18th	5:30 pm	Community Center-Downstairs
Thursday	February 15th	5:30 pm	Community Center-Downstairs
Thursday	March 21st	5:30 pm	Community Center-Downstairs
Thursday	April 18th	5:30 pm	Community Center-Downstairs
Thursday	May 16th	5:30 pm	Community Center-Downstairs
Thursday	June 20th	5:30 pm	Community Center-Downstairs
Thursday	July 18th	5:30 pm	Community Center-Downstairs
Thursday	August 15th	5:30 pm	Community Center-Downstairs
Thursday	September 19th	5:30 pm	Community Center-Downstairs
Thursday	October 17th	5:30 pm	Community Center-Downstairs
Thursday	November 21st	5:30 pm	Community Center-Downstairs
Thursday	December 19th	5:30 pm	Community Center-Downstairs







Kraft Power Corporation  
601 Cambridge Ave  
Syracuse, NY 13208  
Ph: (315) 455-6200  
Fax: (315) 455-6300  
Email:

**RECEIVED**

SEP 28 2023

VILLAGE OF N. SYRACUSE  
CLERK/TREASURER

Quote #:	118263
Enter Date:	08/31/2023
Printed Date:	08/31/2023

**Bill To:**

North Syracuse, Village of  
600 South Bay Road  
Attn: Teresa Roth, Dir. of Parks & Rec  
SYRACUSE, NY 13212

**Ship To:**

North Syracuse, Village of  
106 FERGERSON AVE  
SYRACUSE, NY 13212-2256

Serial Number		Equipment Description		
Item Number	Description	Quantity	Unit Price	Ext Price
SVPARTS	PM Kit 0E1126ESRV	1.00	\$60.00	\$60.00
SERVICECHARGE	Labor charges	1.50	\$120.00	\$180.00
<b>SUBTOTAL</b>				\$240.00
<b>Taxes</b>				\$0.00
<b>TOTAL</b>				<b>\$240.00</b>

**Notes**

Kraft Power to furnish technician to perform a Major Planned Service. Any issue's found during this service will be brought to your attention and quoted if needed.

**Agreement:**

The following quote is a list of parts and service necessary to perform repairs that our technician identified during a recent service inspection.

This price is based on completing the work during normal working hours unless otherwise noted above. All work is subject to Kraft Power Corporation General Terms and Conditions. This quote is valid for thirty (30) days from the above date. Please sign and return by fax to (315) 455-6300, to authorize the work to proceed.

We appreciate the opportunity to be of service to you. Please feel free to contact us at (315) 455-6200, with any questions or to discuss any scheduling preferences.

Accepted by \_\_\_\_\_ Day of \_\_\_\_\_ 2023

PO # (if used) \_\_\_\_\_



Kraft Power Corporation  
601 Cambridge Ave  
Syracuse, NY 13208  
Ph: (315) 455-6200  
Fax: (315) 455-6300  
Email:

Quote #:	118262
Enter Date:	08/31/2023
Printed Date:	08/31/2023

**Bill To:**

North Syracuse, Village of  
600 South Bay Road  
Attn: Teresa Roth, Dir. of Parks & Rec  
SYRACUSE, NY 13212

**Ship To:**

North Syracuse, Village of  
600 South Bay Road  
Attn: Teresa Roth, Dir. of Parks & Rec  
SYRACUSE, NY 13212

Serial Number		Equipment Description		
Item Number	Description	Quantity	Unit Price	Ext Price
GEN-0J93230ESV	PM kit with plugs	1.00	\$40.00	\$40.00
SERVICECHARGE	Labor charges	1.50	\$120.00	\$180.00
			<b>SUBTOTAL</b>	\$220.00
			<b>Taxes</b>	\$0.00
			<b>TOTAL</b>	<b>\$220.00</b>

**Notes**

Kraft Power to furnish technician to perform a Major Planned Service. Any issue's found during this service will be brought to your attention and quoted if needed.

**Agreement:**

The following quote is a list of parts and service necessary to perform repairs that our technician identified during a recent service inspection.

This price is based on completing the work during normal working hours unless otherwise noted above. All work is subject to Kraft Power Corporation General Terms and Conditions. This quote is valid for thirty (30) days from the above date. Please sign and return by fax to (315) 455-6300, to authorize the work to proceed.

We appreciate the opportunity to be of service to you. Please feel free to contact us at (315) 455-6200, with any questions or to discuss any scheduling preferences.

Accepted by \_\_\_\_\_ Day of \_\_\_\_\_ 2023  
PO # (if used) \_\_\_\_\_



**RECEIVED**  
**SEP 28 2023**  
**VILLAGE OF N. SYRACUSE**  
**CLERK/TREASURER**



Date of Proposal: 09/18/2023

Proposal#: 2343-D288-CB

**PLANNED MAINTENANCE AGREEMENT (this "Agreement") PREPARED FOR:  
North Syracuse DPW**

Upon acceptance by Customer, Penn Power Group, LLC d/b/a Penn Power Systems ("Penn Power Systems" or "PPS") hereby agrees to perform regularly scheduled planned maintenance and inspection services ("PM Services") for the equipment (the "Equipment") described in the Scope of Work and made part of this Agreement. All notices between the parties pertaining to this Agreement should be sent to the persons named below in the signature block or as changed by either party upon written notice to the other with reference to this Proposal. PPS and Customer hereby agree as follows:

**A. SCOPE OF WORK:**

**PM SERVICES TO BE PERFORMED:**

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

**ACCESS:** Customer will provide safe, reasonable access to the work site and Penn Power Systems will follow any site rules and regulations provided by Customer. All PM Services will be performed during standard business hours unless both parties have agreed otherwise. If rescheduling is required to access site to perform PM services, customer will be subject to additional charges for billable labor, travel and mileage.

B. **TERM OPTIONS:**

**THREE YEAR:** This Agreement is for a 1 Year three (3) year term and is subject to annual price increases (not to exceed 3% annually) during any initial term. This Agreement will automatically renew for an additional one-year term on its anniversary date unless written notice is furnished by either party at least thirty (30) days prior to expiration. Upon any renewal period the price is subject to annual price increases (a maximum 7% annually) over the most recent years price.

Initial Here to OPT IN for **THREE YEAR** Term: \_\_\_\_\_

**TWO YEAR:** This Agreement is for a two (2) year term and is subject to annual price increases (not to exceed 5% annually) during any initial term. This Agreement will automatically renew for an additional one-year term on its anniversary date unless written notice is furnished by either party at least thirty (30) days prior to expiration. Upon any renewal period the price is subject to annual price increases (a maximum 7% annually) over the most recent years price.

Initial Here to OPT IN for **TWO YEAR** Term: \_\_\_\_\_

**ONE YEAR:** This Agreement is for a one (1) year term and will automatically renew for an additional one-year term on its anniversary date unless written notice is furnished by either party at least thirty (30) days prior to expiration. Upon any renewal period the price is subject to annual price increases (a minimum 7% annually) over the most recent years price.

Initial Here to OPT IN for **ONE YEAR** Term: \_\_\_\_\_

C. **PRICE:** Firm pricing for term options below (excluding applicable sales taxes) for all covered Equipment (the "Price") shall be:

TERM	YEAR ONE	YEAR TWO	YEAR THREE
09/18/2025 to 9/17/2026	\$1,420.00	\$1,460.00	\$1,505.00

TERM	YEAR ONE	YEAR TWO
09/18/2024 to 09/17/2025	\$1,420.00	\$1,490.00

TERM	YEAR ONE
09/18/2023 to 09/17/2024	\$1,420.00

**EQUIPMENT:** [2] Generator Set(s) and Transfer Switch(s) itemized pricing for YEAR ONE only below.

	Site	Location	Equipment	Mfr.	Qty	Amount
1	DPW BUILDING	106 FERGUSON AVE	12kW	Generac	1	\$710.00
2	Village Hall	600 South Bay Rd	20kW	Generac	1	\$710.00

D. **Yearly Visits:**

# of Inspections: 2  
# of PM Services: 2  
Schedule: November 2023: Full PM and Inspection Services  
May 2024: Inspection Services  
Load Bank details: Load Bank Test not provided

E. **CONSUMABLES:** Certain consumable materials (such as but not limited to lube oil) included in PM Service will be subject to additional surcharges due to general market conditions and cost increases during the term of the Agreement. Notification of surcharge will be communicated to customers in the form of an invoice.

F. **ADDITIONAL CHARGES.** If at Customer's request, PPS provides additional repairs, replacements or emergency services not covered by this Agreement, the following labor rates and mileage charges are applicable and subject to periodic price increases. Notification of price increases will be communicated to customers in the form of an invoice. Emergency Calls have a 4-hour minimum labor charge at emergency rates.

Monday – Friday	7:30 AM – 4:30 PM	\$ 183.00 per hour
Monday – Friday	4:30 PM – 7:30 AM	\$ 245.00 per hour – non holiday
Saturday	All day	\$ 245.00 per hour – non holiday
Sunday/Holiday	All day	\$ 323.00 per hour
Mileage Charge		\$ 2.75 per mile portal to portal

- G. **ADDITIONAL SERVICES AVAILABLE:** Resistive Load Bank Testing, Fuel Polishing, Fluid Analysis, Remote Monitoring and Generator Rentals for planned and emergency outages.
- H. **PAYMENT TERMS/PREPAYMENT DISCOUNT:** If the Contract Price is paid in full annually, at the beginning of each term, Customer will be entitled to take a **five percent (5%) discount** on additional services. Payment terms are Net 30 with qualified credit terms. <https://pennpowergroup.com/en-us/credit-application/>
- I. **INSURANCE:** Penn Power Systems agrees to maintain workers' compensation insurance coverages as required by the laws of the State where the services are performed, as well as commercial general liability and automobile liability insurance coverages consistent with industry practices when performing PM Services or additional services at Customer's location(s) and as reasonably requested by Customer and will provide Certificates of Insurance that name Customer and other appropriate parties designated by Customer as additional insureds. Upon request, Customer will provide PPS with evidence of Customer's workers' compensation, automobile and commercial general liability insurance providing adequate coverages for its conduct of business at the location where PPS provides services.
- J. **LIMITED WARRANTY:** For all PM Services or additional services provided under this Agreement, Penn Power Systems warrants that its scope of work will be performed in a good, workmanlike manner in accordance with industry standards, in compliance with all applicable laws, and free of defects in material or workmanship when delivered and for a period ending [12 months] from the date of completion. For parts, goods and other materials provided with PM Services or any additional services, the manufacturer's limited warranty only shall apply. All warranty claims must be made promptly after discovery of any covered defect and are subject to verification. In the event a covered defect, malfunction or non-conformity with this limited warranty occurs during the warranty period, PPS will promptly correct the defect by repairs, replacement of other corrective actions free of charge to Customer. Corrective work will be performed during normal business hours or other mutually agreed schedule. This limited warranty does not cover conditions resulting from abuse, misuse, negligence, improper operation, or maintenance (other than PPS maintenance), alteration, theft, accident by Customer or any third party or acts of God, fires, floods, acts of war, terrorism, epidemic or other causes beyond the reasonable control of Penn Power Systems. This limited warranty does not cover any indirect, incidental, or consequential damages, costs or expenses to Customer or any third parties that may result due to a covered defect, malfunction or non-conformity including without limitation, loss of time, inconvenience, lost profits, loss of use of the equipment, loss of time, or any other indirect, punitive or special damages not otherwise covered by the required insurance maintained by PPS. PENN POWER SYSTEMS MAKES NO OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- K. **MUTUAL INDEMNITY:** To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its affiliates and each of their respective agents, representatives, officers, directors, managers, members and employees (collectively, their "Related Parties") from and against claims, demands, lawsuits or other actions seeking to recover direct damages, losses, liabilities, obligations, costs, fines, judgments, penalties and expenses (including, but not limited to reasonable fees and charges of attorneys) ("Losses") to the extent such claims and Losses arise out of or result from: (i) breach of this Agreement by the other party or its Related Parties; or (ii) the negligent or wrongful acts or omissions of the other party or its Related Parties. It is agreed that this mutual obligation to indemnify under this provision shall be comparative and the indemnifying party shall not be obligated to indemnify the other party or its Related Parties to the extent that such claims for Losses were caused by any breach of this Agreement or the negligent or wrongful acts or omissions of the indemnified party or its Related Parties.
- INTERPRETATION:** This Agreement shall be governed and interpreted according to the laws of the State in which the services are delivered. The parties agree that any disputes that cannot be amicably resolved by the parties or through a mutually agreed upon alternative dispute resolution method, shall be resolved only in the state or federal courts in the above-described State to the exclusion of all other jurisdictions.
- L. **NON-SOLICITATION OF EMPLOYEES:** The parties agree that during the term of this Agreement and for two (2) years after termination, neither will directly solicit any employee of the other without prior written consent of the other party.
- M. **DEFAULT AND TERMINATION:** In the event either party materially defaults in the performance of its obligations under the Agreement, the other party may terminate this Agreement upon prior written notice to the other and a sixty (60) day remedy period to cure the claimed default. A default in any payment obligation is a material default. In addition to all rights of the parties under applicable law, payment obligations not paid when due (other than payments




disputed in good faith) shall be subject to finance charges of one percent (1%) for each month or part thereof that they remain unpaid.

- N. **ENTIRE AGREEMENT.** The terms and conditions of this Agreement and the terms of any accompanying order, document or Customer contract form accepted in writing by PPS, constitute the entire agreement of the parties and supersede all prior verbal or written discussions, arrangements, negotiations or representations relating to the subject matter of this Agreement. No modification will be valid unless agreed in writing by both parties. Penn Power Systems hereby objects to any additional or contrary terms and conditions in any accompanying order, document or Customer contract form that conflicts with the terms and conditions in this Agreement and no such terms and conditions shall apply unless otherwise expressly agreed to in writing by PPS.

Initial Here if Tax Exempt and include proof: \_\_\_\_\_

Initial Here to OPT In for 5% Discount: \_\_\_\_\_

PPS Purchase Order #:	Agreed and accepted by Customer#:Prospect
Chris Brazee Penn Power Group, LLC d/b/a Penn Power Systems 7044 Interstate Island Rd Syracuse, NY 13209 315-451-3838	Ed Ware North Syracuse DPW 106 Ferguson Ave North Syracuse, NY 13212 (315) 458-0790
	
Signature	Signature