

5 2023

Proposed Local Law 1 of 2024: The Board of Trustees will consider an amendment of Local Law 1 of 2022 (adopted _____) and an amendment of Sections 240-11, 240-12 and 240-13 by Local Law process to clarify the Sections and remove other conflicting portions of the Code by specifically removing the Special Permit requirement for “Residential units in combination with non-residential use” for the following Zoning Districts: C-1 (Business), C-2 (Commercial), and C-3 (Village Center) by removing and repealing the following sections of Village Code: 240-11 B. (4), 240-12 B. (9), and 240-13 B.(7). The intent of this Local Law is to clarify the Section and remove other conflicting portions of the Code to create a cohesive ordinance.

Calling Public Hearing: Move the adoption of a resolution calling a Public Hearing commencing at 6:30 local time on _____ to consider adopting Local Law 1 of 2024, amending the Village of North Syracuse Code Section 240-11, 240-12 and 240-13 as well as an amendment of Local Law 1 of 2022 by specifically removing the Special Permit requirement for “Residential units in combination with non-residential use” for the following Zoning Districts: C-1 (Business), C-2 (Commercial), and C-3 (Village Center) by removing and repealing the following sections of Village Code: 240-11 B. (4), 240-12 B. (9), and 240-13 B.(7). The intent of this Local Law is to clarify the Section and remove other conflicting portions of the Code to create a cohesive ordinance.

Already
done

SEQRA Decision: Move the adoption of a resolution declaring the adoption of the proposed Local Law 1 of 2024 to be a Type II action for the purpose of SEQRA compliance.

5 2023

Decision: Move the adoption of a resolution approving the adoption of Local Law 1 of 2024 amending the Village of North Syracuse Code Section 240-11, 240-12, and 240-13, by specifically removing the Special Permit requirement for “Residential units in combination with non-residential use” for the following Zoning Districts: C-1 (Business), C-2 (Commercial), and C-3 (Village Center) by removing and repealing the following sections of Village Code: 240-11 B. (4), 240-12 B. (9), and 240-13 B.(7). This law shall become effective upon filing with the Secretary of State.

(DO NOT FILE THIS INSTRUCTION SHEET WITH THE LOCAL LAW.)

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue

Local Law Filing

www.dos.ny.gov

Albany, NY 12231-0001

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☐ Town ☒ Village

(Select one:)

of North Syracuse

Local Law No. 6 of the year 20 23

A local law Smoke Shops And Tobacco Retailers

(Insert Title)

A Local Law Regulating Regulating Smoke Shops in the Village

Be it enacted by the

Board Of Trustees

(Name of Legislative Body)

of the

☐ County ☐ City ☐ Town ☒ Village

(Select one:)

of North Syracuse as follows:

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 23 of the (County)(City)(Town)(Village) of North Syracuse was duly passed by the Board Of Trustees on _____ 20____, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the _____ on _____ 20____
(Name of Legislative Body)
(repassed after disapproval) by the _____ was duly passed by the _____, and was (approved)(not approved) and was deemed duly adopted
(Elective Chief Executive Officer*)
on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____.
(Elective Chief Executive Officer*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.) I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____above.

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

(Seal)

Date: _____

Local Law Filing

One Commerce Plaza, 99 Washington Avenue

Instructions

Division of Corporations, State Records and Uniform Commercial Code

Albany, NY 12231-0001

www.dos.ny.gov

PLEASE OBSERVE THESE INSTRUCTIONS FOR FILING LOCAL LAWS WITH THE SECRETARY OF STATE

1. Each local law shall be filed with the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.
2. Each local law to be filed with the Secretary of State shall be an original certified copy.
3. Each local law shall be filed on a form provided by the Department of State. If additional pages are required, they must be the same size as the form. Typewritten copies of the text may be attached to the form. Only legible copies will be accepted.
4. File only the number, title and text of the local law.
5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do not include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed number of the bill and explanatory matter must be omitted.
6. For the purpose of filing a local law with the Department of State, number each local law consecutively, beginning with the number one for the first local law filed in each calendar year. The next number in sequence should be applied to each local law when it is submitted for filing, regardless of its date of introduction or adoption. The date of filing of a local law is the date on which the local law is placed on file by the Department.

It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered with the next consecutive local law number, as described above, and then submitted to the Department for filing.

7. Each copy of a local law filed with the Secretary of State shall have affixed to it a certification by the Clerk of the County legislative body or the City, Town or Village Clerk or other officer designated by the local legislative body. Certification forms are provided herewith.
8. A copy of each local law may be mailed or delivered to:
NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code One
Commerce Plaza, 99 Washington Avenue Albany, NY 12231.

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 **24** 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 significant change (as determined by the Village Code officer) of the legal nonconforming use, or change in ownership of either the business or the property owner shall require the owner or agent to obtain a new 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: Ed Ware
Sent: Wednesday, November 15, 2023 10:29 AM
To: Pat Gustafson ; Chris Strong; Dianne Kufel; LouAnn StGermain; Gary Butterfield; Trustee John Bolton (jb0559@yahoo.com)
Subject: Shared Services
Attachments: Shared Service Town of Cicero.jpg

Town of Cicero Highway Department contacted me regarding the sidewalk on Taft Road that they plow. As you may have noticed the state added 5 miles of sidewalk on Route 11 in Cicero adding to their work load. I have attached a map of the sidewalk (red line) approximately 9 tenths of a mile. In years past the town would trailer their equipment to this area, using more time and labor. We are close to that area and it would not affect us much to help them out. Currently we have a good relationship with our neighbors and we help each other out. The town has offered to plow Sleeth Mill Circle of Hamilton Road in exchange. Please let me know what you think.

Thank you

Ed Ware
Superintendent of Public Works
Village of North Syracuse

Ph. 315 458-0790
Fax 315 458-0988

dpw@northsyracusenys.org

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT IS MADE and entered as of the ____ day of December, 2023, by and between the **TOWN OF CICERO** (hereinafter "Cicero"), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 8236 Brewerton Road, Cicero, New York 13039 and the **VILLAGE OF NORTH SYRACUSE** (hereinafter "North Syracuse"), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 600 South Bay Road, North Syracuse, New York 13212.

WITNESSETH

WHEREAS, the Town of Cicero and the Town of Cicero Highway Department has the authority to maintain sidewalks and roadways within the boundaries of the Town of Cicero, and,

WHEREAS, the Village of North Syracuse also has the authority to maintain sidewalks and roadways within the boundaries of the Village of North Syracuse, and,

WHEREAS, the Town of Cicero and the Village of North Syracuse have discussed an opportunity to work together in a contractual relationship for the delivery of sidewalk and road maintenance services within the parts of the Town and Village for mutual best interests, and the parties hereto are authorized to enter into inter-municipal agreements to share in their municipal obligations pursuant to New York State General Municipal Law, permitting each municipality to enter agreements with other governments, and, to administer and enforce the UFPBC and the Code of the Village, and,

WHEREAS, both the Town and Village are desirous of sharing/allocating some roadway and sidewalk maintenance services in portions of the Town and Village for the benefit of Town and Village residents, and,

WHEREAS, the hereto parties agree this action will result in roughly equal costs and taxpayer savings to each municipality to cover the costs incurred by the Town and Village for additional services, and that such a cooperative arrangement is beneficial to both the Village and the Town,

NOW, THEREFORE, in consideration of the foregoing and of the agreement hereinafter set forth, the parties hereby agree to as follows:

1. **Sidewalks:** The Village of North Syracuse Department of Public Works agrees to provide snow removal services on all sidewalks along East Taft Road from the Route 81 South exit to ramp heading east to the Quick Fill gas station located at 5919 East Taft Road.
2. **Snow Removal:** In exchange for the sidewalk maintenance work above, the Town of Cicero Highway Department will provide snow removal services on Sleeth Mills Circle off Hamilton Road in the Village of North Syracuse.
3. **Payment:** The services to be performed as contemplated by this agreement are of roughly equal value to each municipality, and therefore no reimbursement or payment shall be due to either party.

4. The initial term of this agreement shall be for one (1) year from the date of the execution of this agreement. This agreement may be extended by resolution of both Boards.
5. The Village shall indemnify and hold the Town harmless for any claims against the Town resulting from the performance of services by the Village. The Town shall indemnify and hold the Village harmless for any claims against the Village resulting from the performance of services by the Town.
6. It is expressly agreed the Town or any of its employees shall not be considered an employee of the Village in any way, and that the Village or any of its employees shall not be considered an employee of the Town in any way,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Town of Cicero

By: Supervisor

Village of North Syracuse

By: Mayor



North Syracuse Fire Department

Memo

RECEIVED

DEC 08 2023

Village of North Syracuse

To: Mayor Butterfield
Village Board

From: John Linnertz
Deputy Chief 

Date: December 6, 2023

Re: Fire department training

I am submitting for three members of the fire department to attend the Southeastern Extrication School. This conference provides training on vehicle extrication which would include but not be limited to new vehicle technology, tool usage, specialized tactics as well as displays of specialized rescue equipment. This training will benefit the attending members to enhance their knowledge and skills which will be used to assist the victims of vehicle crashes

The dates of this training are March 15-17, 2024

The cost of this training is as follows:

- Registration \$1600.00 (\$400.00 each)
- Airfare \$1500.00 (\$500.00)
Price may vary up or down until it is booked.
- Hotel \$900.00 (150.00 each night x 3 nights x 2 rooms)
Price may vary until it is booked
- Rental car \$500.00
Price may vary until it is booked
- Fuel. Unknown, village credit card to be used
- Food per diem (per travel policy)

There are available funds in the training budget for this expense.

If you have any questions regarding this please contact me.

Approved,
\$4,150

1909.

1909. 1909. 1909.

BUDGET TRANSFERS

BOARD APPROVAL NOT NECESSARY
USE BETWEEN THE SAME OBJECT ACCOUNTS

cc: Dianne

cc: w/requisition

From: (Account #): _____

To: (Account #): _____

Amount: _____

Reason: _____

Bd. Mtg.
12/14/23

BUDGET ADJUSTMENTS

BOARD APPROVAL NECESSARY
USE BETWEEN THE DIFFERENT OBJECT ACCOUNTS

From: (Account #): A2705- Donation - B' Ville Connection

To: (Account #): A7550.417 - Lights purchased from Admar

Amount: 200.-

Reason: _____

Park at Dark - Cash Rec. #72696

From Account #	To Account #
()	()

Present Account Balance: \$ _____ \$ _____

Change: \$ _____ \$ _____

New Account Balance: \$ _____ \$ _____

Signature of Department Head
(To approve the transfer)

Tony - Gianna

Date:

11/27/23

Dianne Kufel

From: Pearl Fuller
Sent: Friday, December 1, 2023 9:28 AM
To: Gary Butterfield
Cc: LouAnn StGermain; John Bolton; Chris Strong; pattygus1946@gmail.com; Nicholas Rohm; Dianne Kufel
Subject: Short Term Rentals, Air B & B's

Gary,

Lately we have had several people either discussing wanting or planning to do Air B & B, Short Term Rentals out of their homes, some new property owners.

We had a resident who I encouraged to go to the Board Mtg., as he is over on Wells Ave E. and there is someone running what he has stated is an Air B & B. He expressed concerns regarding: Big Tractor being parked in residential (not allowed by Code) periodically, altercation between property owner Wednesday, and a tenant for his Air B & B, where property owner was arrested. He spoke of the neighbor remodeling his basement, as he has expressed he likes the idea of Air B & B, short term rentals; and wants to do one himself. He has expressed concerns of trash not being kept up, all kinds of people with little vetting coming to their neighborhood.

He asked if we had any legislation in place and spoke of Liverpool recently doing so.

I have included the links of the two articles I found regarding Liverpool, so the Board would be aware of what he was presenting, see below:

<https://www.syracuse.com/news/2023/07/another-lakeside-village-in-central-ny-bans-short-term-rentals.html>

<https://eaglenewsonline.com/new/government/2023/06/30/trustees-pass-local-law-prohibiting-rentals-of-less-than-30-days/>

Thank you,

Pearl Fuller

Codes Clerk
315-458-4763

2024 BOARD MEETING SCHEDULE

Approved: _____ **Resolution:** _____

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

Meetings are held on the 2nd and 4th 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

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

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

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

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
			SUBTOTAL	\$240.00
			Taxes	\$0.00
			TOTAL	\$240.00

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
SUBTOTAL				\$220.00
Taxes				\$0.00
TOTAL				\$220.00

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) _____



TOWN OF CICERO

8236 Brewerton Road Cicero, New York 13039

(315) 752-1180 ext.334 Fax (315) 699-0039

E-Mail: maregano@cicerony.gov

www.ciceronewyork.net

Town Council
JONATHAN KARP
NANCY WHITE
MICHAEL MIRIZIO

Town Clerk
TRACY M. COSILMON

Highway Superintendent
CHRISTOPHER J. WOZNICA

Receiver of Taxes
NICOLE M. WALSH

Town Supervisor
MICHAEL A. AREGANO

Deputy Supervisor
MICHAEL J. BECALLO

November 9, 2023

RECEIVED

NOV 29 2023

Village of North Syracuse

Mayor Gary Butterfield
Village of North Syracuse
600 South Bay Road
North Syracuse, NY 13212

Dear Mayor Butterfield,

I have enclosed two copies of the 2024 Fire Contracts with the North Syracuse Fire Department, approved by the Cicero Town Board on November 8, 2023, at the Town Board Meeting.

Please execute both copies of the contract, retain one for your files and return the following to me:

One original of the executed contract
The signed voucher
A current certificate of required insurance

I have enclosed a self-addressed, stamped envelope for your convenience. If you have any questions, please contact me at 315-752-1180. Ext. 501.

Sincerely,

Tracy M. Cosilmon

Tracy M. Cosilmon
Town Clerk

Enclosures
file

ORIGINAL

THIS AGREEMENT made and entered into as of the 1st day of January, 2024, by and between the TOWN BOARD OF THE TOWN OF CICERO, Onondaga County, New York, acting for and on behalf of the NORTH SYRACUSE FIRE PROTECTION DISTRICT (hereinafter "Town"); the VILLAGE BOARD OF TRUSTEES of the VILLAGE OF NORTH SYRACUSE, Onondaga County, New York (hereinafter called the "Village") and the NORTH SYRACUSE VOLUNTEER FIREFIGHTERS' ASSOCIATION (hereinafter "Association");

WHEREAS, there has been duly established in the said Town of Cicero, a Fire Protection District, known as NORTH SYRACUSE FIRE PROTECTION DISTRICT, embracing part of the territory in said Town, outside of existing incorporated Villages and Fire Districts. The district boundaries are more modernly depicted on the Boundary Map described on "Exhibit A" attached hereto and labeled accordingly; and

WHEREAS, following a public hearing duly called the Town, the Town has authorized this contract with the Village for fire protection as hereinafter set forth.

NOW, THEREFORE, the Town does hereby engage the Village to furnish fire protection in such territory in the said North Syracuse Fire Protection District as herein designated by the Town, and the Village agrees to furnish such protection in the manner following:

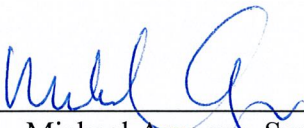
1. The fire department of the Village shall, at all times during the period of this Agreement, be subject to call for attendance upon any fire or emergency occurring in the North Syracuse Fire Protection District, and when notified by alarm or telephone call from any person within the said Fire Protection District of a fire or emergency the Village fire department shall respond and attend upon the fire or emergency without unnecessary delay with suitable equipment and a sufficient number of volunteer firefighters, and upon arriving at the scene of the fire or emergency, shall proceed with diligence in the extinguishments of such fire or render necessary aid appropriate to the emergency.
2. The Village fire department shall, at all times during the term of this Agreement, participate in the Onondaga County Mutual Aid program of fire protection.
3. The term of this Agreement is from January 1, 2024 to December 31, 2024.
4. In consideration of furnishing aid and the use of its apparatus as aforesaid, the Village shall receive the sum, payable on or before March 1, 2024 of Two Hundred and Forty One Thousand Four Hundred and Fifty Four and No/100 Dollars (\$241,454.00) for the period January 1, 2024 through and including December 31, 2024.

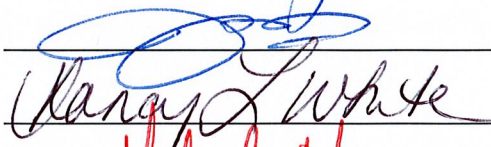
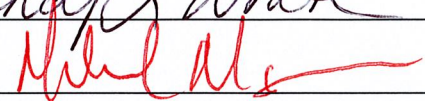
In addition to said contract amount, the Town agrees to pay to the Village up to the sum of Sixty Thousand Five Hundred and Forty Seven and No/100 Dollars (\$60,547.00), representing the Town's portion of the contribution to the Length of Service Awards Program. An amount not to exceed \$50,705.00 shall be paid separately to North Syracuse Volunteer Firefighters' Association.

5. Members of the Village fire department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement shall have the same rights, privileges and immunities as if performing the same in the Village.
6. All monies to be paid under any provision of this Agreement shall be charged upon the said Fire Protection District to be assessed and levied upon the taxable property in the Town of Cicero Fire Protection District and collected with the Town taxes.
7. The Village shall obtain insurance coverage as hereinafter set forth and shall furnish to the Town Certificates of Insurance that such insurance is in effect for the contract period. In addition thereto, the Town shall be named as an additional insured on said policies. The Village shall provide Worker's Compensation and Employer's Liability Insurance, including disability benefits as required by law. Comprehensive General Liability, including premises, completed operation, broad form property damage and broad form contractual will be provided for each accident therefrom, as well as adequate provision for property. The policy so provided shall include an endorsement that the Town will be notified by registered mail, 15 business days prior to any changes or cancellation of any policy.
8. The Village agrees to indemnify, defend and hold the Town of Cicero, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from the Town, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of the Department, its officers, directors, agents, employees, volunteers or subcontractors.
9. The Town of Cicero, at its own expense, may request and conduct a review of the books, assets and expenses of the Firefighters' Association and the Village of North Syracuse upon reasonable notice.
10. Notwithstanding anything to contrary herein, the Town shall have the option to terminate this agreement at the end of any calendar year as specified herein, in the event that the Town creates fire districts, undertakes a consolidation of existing Fire Protection Districts, or undertakes a modification of Fire Protection District boundaries, any of which actions affect the territorial limits of the boundaries of the North Syracuse Fire Protection District. The Town shall give at least ninety (90) days' notice of its intent to exercise such option.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

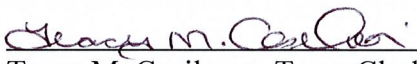
TOWN BOARD OF THE TOWN OF CICERO

By: 
Michael Aregano, Supervisor

Town Board

Attest:

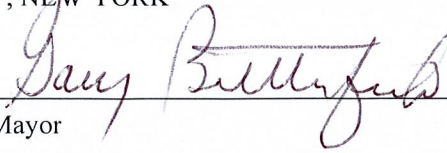

Tracy M. Cosilmon, Town Clerk

[signatures continue on the following page]

VILLAGE OF NORTH SYRACUSE ONONDAGA
COUNTY, NEW YORK

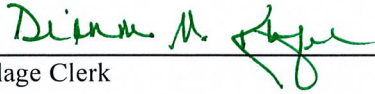
By: _____

Mayor



Attest:

Village Clerk



NORTH SYRACUSE VOLUNTEER
FIREFIGHTERS' ASSOCIATION
ONONDAGA COUNTY, NEW YORK

By: _____

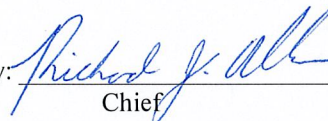
President



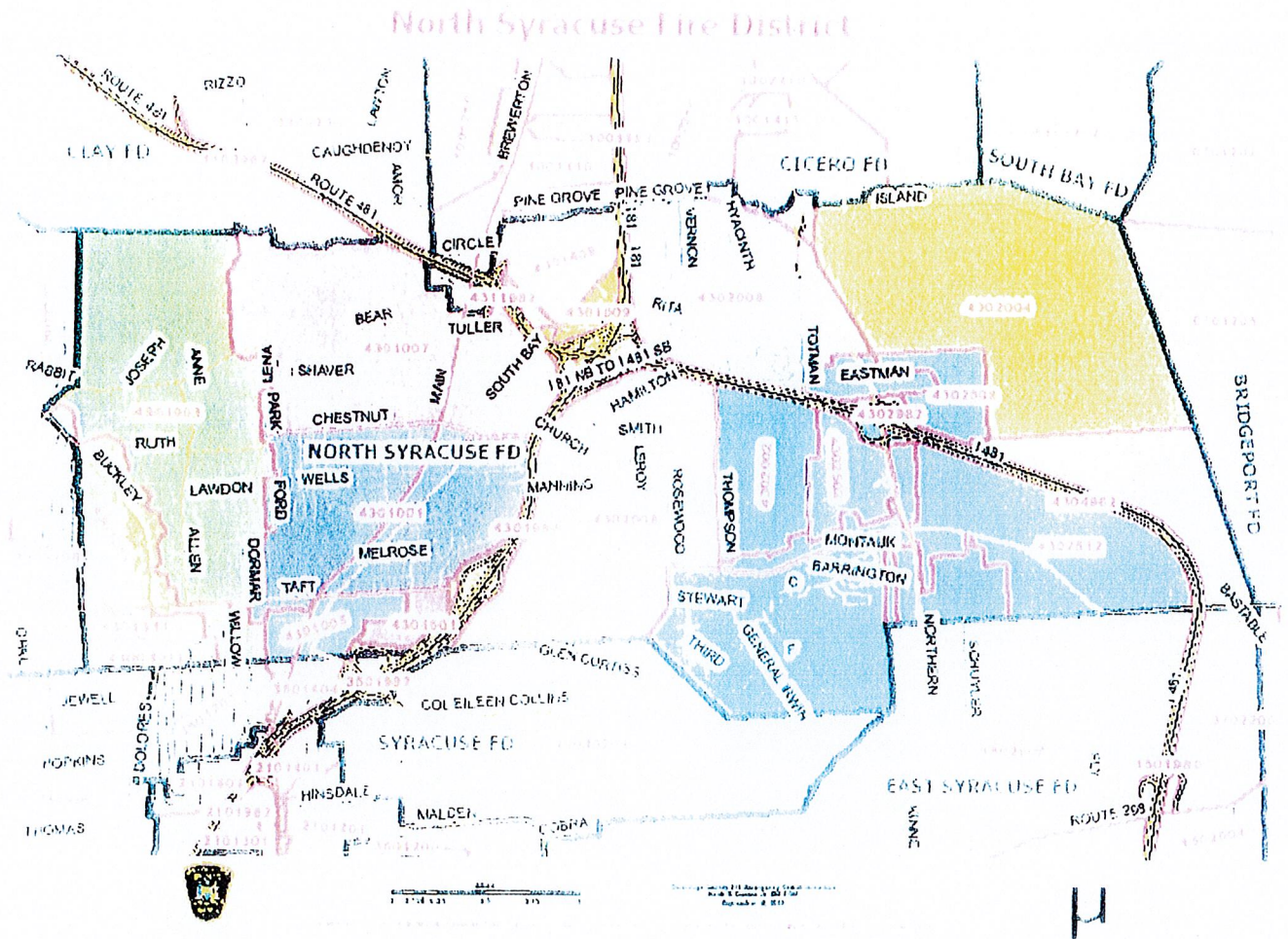
North Syracuse Volunteer Fire Department

By: _____

Chief



"Exhibit A"



Voucher

TOWN OF CICERO

8236 Brewerton Road
Cicero, New York 13039

TAX ID No. 15-6000898
(315) 699-2759

W-9

Claimant's Village of North Syracuse

Name and Attn: Mayor Butterfield

Address 600 S, Bay Road

North Syracuse, NY 13212

PLEASE DO NOT
WRITE IN THIS AREA

Voucher

No. _____

Date Voucher Received _____

Fund-Appropriation

Amount

SPF3410.4	
	241,454.00
Service Award Program	60,547.00
Total	292,159.00
Entered on Abstract No. _____	

PURCH
TERMS _____

Detailed invoices may be attached and total entered on this Voucher. Certification below MUST BE SIGNED

Date	Vendor's Invoice No.	Quantity	Description of Materials or Services	Unit Price	Amount
11/9/2023			2024 FIRE PROTECTION CONTRACT January 1, 2024-December 31, 2024		\$241,454.00
			Length of Service Award (LOSAP)		\$60,547.00
			Cicero Special Town Board Approved 8-Nov-23		
					\$292,159.00

Claimant's Certification

I, _____, certify that the above account in the amount of \$ _____
is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part
has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

11 30 2023

Date

Mayor Butterfield

Signature

Mayor

Title

11

(Space below for Municipal Use)

Department Approval

The above services or materials were rendered or furnished to the
Municipality on the date stated and the charges are correct.

Date

Authorized Official

Approval For Payment

This claim is approved and ordered paid from the appropriations indicated above.

Voucher

TOWN OF CICERO

8236 Brewerton Road
Cicero, New York 13039

TAX ID No. 15-6000898
(315) 699-2759

W-9

Claimant's Name and Address
North Syracuse Volunteer Firefighters' Association

PLEASE DO NOT
WRITE IN THIS AREA

Voucher

No. _____

Date Voucher Received _____

Fund-Appropriation

Amount

<u>SPF3410.4</u>	
Total	50,705.00
Entered on Abstract No. _____	

PURCH
TERMS _____

Detailed invoices may be attached and total entered on this Voucher. Certification below MUST BE SIGNED

Date	Vendor's Invoice No.	Quantity	Description of Materials or Services	Unit Price	Amount
11/9/2023			2024 Town of Cicero Village of North Syracuse Fire Protection District Agreement Cicero Town Board Approved Nov. 8, 2023		
					\$50,705.00

Claimant's Certification

I, _____, certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

12-05-2023

Allen Samia

President

Date

Signature

Title

(Space below for Municipal Use)

Department Approval

The above services or materials were rendered or furnished to the Municipality on the date stated and the charges are correct.

Approval For Payment

This claim is approved and ordered paid from the appropriations indicated above.

Date

Authorized Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2023

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).

PRODUCER Eastern Shore Associates An ISU Network Member P.O. Box 480, 101 Cayuga St. Fulton NY 13069	CONTACT NAME: Pamela Vann PHONE (A/C, No, Ext): (315) 598-6000 FAX (A/C, No): (315) 598-1183 E-MAIL ADDRESS: pvann@esainsurance.com																					
INSURED North Syracuse Volunteer Fire Dept 600 South Bay Road North Syracuse NY 13212	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ESIP / Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B:</td><td>NYMIR</td><td>20690</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ESIP / Arch Insurance Company	11150	INSURER B:	NYMIR	20690	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	NYMIR	20690																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 2023-2024 ESIP**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 <input checked="" type="checkbox"/> Emergency Services Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MEPK07606614	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 \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 Network Security and \$ 1,000,000
A	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	N		MEPK07606614	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) \$ Uninsured Motorist \$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MECVNOS001	06/01/2023	06/01/2024	Supplementary EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 PER STATUTE OTH-ER \$
	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	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)

Regarding Fire Contract

CERTIFICATE HOLDER**CANCELLATION**

Town of Cicero 8236 Brewerton Road Cicero NY 13039	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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