

November 16, 2023

John Linnertz, Deputy Chief
North Syracuse Fire Department
109 Chestnut Street
N. Syracuse NY 13212

PROPOSAL AGREEMENT

PROJECT: 23.006 North Syracuse Fire Department Station 43

SCOPE OF WORK:

Assist the NSFD with Planning Services for consolidation of stations, facilities assessments, long range planning and project development.

PRELIMINARY SCHEDULE:

Planning: commence upon executed agreement

Project Planning: Winter 2024, Construction: Fall 2024

SCOPE OF SERVICES: **Facilities Planning**

All services are in accordance with attached exhibits included as part of this agreement:

"Exhibit A - Billing Rates", "Exhibit B - Terms Of Agreement"

1. Building Condition Survey/ Facilities Needs Assessment
2. Develop a preliminary Capital Facilities Plan
3. Develop (1) Schematic Design and Site Selection of a proposed project
4. Project Management: additional hourly service

PROPOSED PROJECT BUDGET: to be determined with committee

COMPENSATION: \$2500 plus reimbursable expenses (not to exceed 40 hours)

Additional Services will be hourly per attached rate schedule or an agreed upon lump sum.

AUTHORIZATION

Please sign and return one copy of this proposal and a \$500 retainer to authorize services.

This will be subtracted from the final invoice. Please make checks to Steven L. Busa, AIA.

Sincerely:

Steven L. Busa, AIA
LEED accredited professional

Accepted By:

Gary Butterfield
Gary Butterfield Mayor
~~John Linnertz, Deputy Chief~~

Date

12 4 2023

STEVEN L. BU/A, AIA

ARCHITECTURE + PLANNING

1898 Park Street, Kaneateles NY 13152 315-729-7148/315-685-1924 BU/Aarchitects@earthlink.net

FACILITIES PLANNING SCOPE OF SERVICES

1. **BUILDING CONDITION SURVEY:**
 - a. Review measured drawings of the existing conditions.
 - b. Review site plan from your survey or initiate update of.
 - c. Review local zoning, building and energy codes.
 - d. Accumulate data on the building.
 - e. Review existing maintenance, operations and capital budgets
2. **ADA COMPLIANCE SURVEY:**
 - a. Review facility for preliminary accessibility issues
 - b. Parking, accessible routes, entrance/exits, elevators, alarms
3. **FACILITY NEEDS ASSESSEMENT**
 - a. Perform walk thru of all facilities
 - b. Review Space Use inventory
 - c. Organizational Planning, Standards and Specifications
 - d. Prepare a prioritized, list of facilities needs and projects
 - e. Review with Building Committee
4. **LONG RANGE CAPITAL PLAN**
 - a. Prepare a preliminary Long Range Facilities Plan
 - b. Prioritize projects with Budget, Scope and Schedule
5. **REVIEW SUSTAINABLE DESIGN and HIGH PERFORMANCE BUILDINGS**
 - a. Green Building Design and Codes
 - b. LEED certifications, Commissioning
 - c. Solar, Geothermal, Heat Pumps and NYSERDA rebates

BASIC SCOPE OF SERVICES- Architectural

The following scope of services was developed in order to provide sufficient documents to allow a reasonably skilled contractor to obtain a building permit and to construct the project.

1. PRE-DESIGN: (15%)
 - a. Create measured drawings of the existing conditions.
 - b. Create site plan from your survey.
 - c. Review local zoning, building and energy codes.
 - d. Accumulate data on the building.
2. SCHEMATIC DESIGN: (20%)
 - a. Develop schematic plans and elevations.
 - b. Prepare outline specifications and scope of work.
 - c. Prepare preliminary budget for your review / approval.
 - d. Evaluate with you, feasibility and approvals to proceed.
3. CONTRACT DOCUMENTS: (50%)
 - a. Site Plan - showing all additions and setbacks.
 - b. Basement / Foundation plan
 - c. Floor Plans
 - d. Elevations
 - e. Wall Sections
 - f. Interior Elevations and Details as required
 - g. Outline Specifications and Finishes
 - h. Building Code review and Energy Code Compliance Forms
 - i. Mechanical and Electrical criteria for Design/Build
4. BIDDING: (5%)
 - a. Recruit or negotiate with contractors.
 - b. Respond to all questions and comments.
 - c. Evaluate bids and review with Owner
5. CONSTRUCTION CONTRACT ADMINISTRATION: (10%)
 - a. Review contractors contract and proposed schedule.
 - b. Respond to all questions and comments, clarify misunderstandings
 - c. Review shop drawings and approve substitutions
 - d. Execute change orders
 - e. Review contractor payment requests
 - f. Ensure building is being built in compliance with the contract documents.
 - g. Assist Owner in obtaining a certificate of occupancy

ADDITIONAL SCOPE OF SERVICES

The following scope of services was developed in order to provide additional services throughout the project. They may be done hourly or on a lump sum basis after a clear scope of work is determined in design.

1. **ZONING AND PLANNING APPROVALS: (hourly)**
Compliance with local zoning and planning board approvals has become a complicated matter. Many require preliminary submissions with drawings and compliance certifications that may take several meetings/months to approve.
2. **INTERIOR DESIGN SERVICES: (10% of cost or hourly)**
Many clients need assistance with selection and locating suppliers of interior finishes that will match the style of their project. Services can include the following:
 - a. Selection of decorative finishes.(wallpapers, etc)
 - b. Furniture and Accessories layout, selection
 - c. Move management
 - d. Decorative Light fixture selections
3. **CONSTRUCTION MANAGEMENT: (5% construction or hourly)**
Well-designed projects must also be well managed during construction!
The owner has one point of contact for all construction issues.
The scope of work includes:
 - a. Recruit contractors to bid on the project.
 - b. Review contractor's bids and contracts with owner.
 - c. Prepare construction schedule.
 - d. Coordinate contractor's work with the proposed schedule.
 - e. Daily site supervision with written reports.
 - f. Review payment applications with Architect and Owner.

EXHIBIT A - 2023 BILLING RATESPERSONNELHOURLY RATE

Principal.....	\$125.00
Project Architect	\$100.00
Intern Architect	\$ 75.00
Designer (CADD Draftsperson).....	\$ 50.00
Clerical	\$ 40.00

REIMBURSABLE @ cost plus 10%COST

CONSULTANTS, Professional Services, Testing, Etc.Cost plus 10%

PRINTING.....As incurred

TRAVEL

Mileage per the current IRS rate (2023) \$0.655 per mile

Tolls & FaresAs Incurred

Meals, Lodging.....As Incurred

MAILING.....As Incurred

Long Distance TELEPHONE, FACSIMILE.....As Incurred

MISCELLANEOUS OUT-OF-POCKET EXPENSES.....As Incurred

EXHIBIT B - TERMS OF AGREEMENT

1. BILLING POLICY

1. Personnel Charges

Charges for employees shall be computed at the assigned billing rates of Exhibit B attached hereto, unless otherwise agreed upon in writing.

2. Subconsultants and Reimbursable Expenses

Charges for technical services provided by others and reimbursable expenses shall be computed in accordance with Schedule B attached hereto. Reimbursable expenses shall also include the additional cost of insurance, if any, that is requested by the Client in excess of that normally carried by STEVEN L. BUSA, ARCHITECTURE + PLANNING.

1.3 Payment

Invoices will be issued every month, payable upon receipt, unless otherwise agreed in writing.

Interest of 1.5 percent per month will be payable on all amounts not paid within 30 days after receipt of invoice.

The Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

1.4 Termination

Either the Client or STEVEN L. BUSA, ARCHITECTURE + PLANNING may terminate this Agreement at any time without cause upon giving the other party thirty (30) days prior written notice. The Client shall within fifteen (15) days of the date of the final invoice pay STEVEN L. BUSA, ARCHITECTURE + PLANNING for all services rendered and all costs incurred up to the date of termination, in accordance with the Payment provisions of this Agreement.

2. GENERAL CONDITIONS

2.1. Reuse of Documents

All reports, drawings, specifications, and other documents, including electronic media that were prepared by STEVEN L. BUSA, ARCHITECTURE + PLANNING as instruments of professional service, shall remain the property of STEVEN L. BUSA, ARCHITECTURE + PLANNING. The Client shall not reuse or make any modifications to the instruments of professional service without prior written authorization of STEVEN L. BUSA, ARCHITECTURE + PLANNING. In the event that there is a discrepancy between the electronic media and the hard-copy documents, it is understood that the hard-copy documents shall prevail.

2.2. Indemnification

The Client agrees, to the fullest extent permitted by law, to indemnify and hold STEVEN L. BUSA, ARCHITECTURE + PLANNING harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the negligent acts, errors or omissions of the Client, the Client's representatives, agents, employees, or anyone directly or indirectly employed by them.

2.3. Codes & Standards Compliance

STEVEN L. BUSA, ARCHITECTURE + PLANNING shall put forth reasonable professional efforts to comply with applicable codes, regulations, and laws in effect as of the date of this Agreement.

2.4. Standard of Care

Services provided by STEVEN L. BUSA, ARCHITECTURE + PLANNING under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances.

2.5. Notices

Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified in this Agreement.

2.6. Attorney's Fees

In the event STEVEN L. BUSA, ARCHITECTURE + PLANNING retains legal counsel to collect any outstanding invoices under this Agreement, any costs and expenses incurred, including reasonable attorneys' fees, shall be paid by the Client.

7. Insurance

During the term of this Agreement, STEVEN L. BUSA, ARCHITECTURE + PLANNING agrees to maintain the following insurance coverage and provide evidence if requested of coverage:

- Professional Liability Insurance
- General Liability Insurance
- Automobile Liability

8. Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and STEVEN L. BUSA, ARCHITECTURE + PLANNING, the risks have been allocated such that the Client agrees, to the fullest extent of the law, to limit liability of STEVEN L. BUSA, ARCHITECTURE + PLANNING and our sub-consultants for the Client's damages to a sum of \$50,000 or the professional fee, whichever is least, unless otherwise negotiated. Damages include, but are not limited to, those damages resulting from negligence, professional errors and omissions, strict liability, breach of contract, or warranty.

9. Mediation

In an effort to resolve any conflicts that arise during the project or following completion of the project, the Client and STEVEN L. BUSA, ARCHITECTURE + PLANNING agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

10. Governing Law

The laws of the State of New York will govern the validity of this Agreement, its interpretation and

performance. Any litigation arising in any way from this Agreement shall be brought in the courts of New York State.

11. Buried Utilities (if applicable)

The Client will furnish STEVEN L. BUSA, ARCHITECTURE + PLANNING with information identifying the type and location of utility lines and other man-made objects beneath the site's surface. STEVEN L. BUSA, ARCHITECTURE + PLANNING will take reasonable precautions to avoid damaging subsurface objects and will, prior to penetrating the site's surface, furnish to the Client a plan indicating the location of intended penetrations. The Client will approve these locations prior to their being made. The Client agrees to defend, indemnify, and hold harmless STEVEN L. BUSA, ARCHITECTURE + PLANNING against any claim or liability for injury or loss resulting from damage to underground utilities and man-made objects that were not identified on plans or documents furnished by or on behalf of the Client.

12. Job Site Safety

The Contractor is solely responsible for the construction means, methods, sequence, techniques or procedures necessary to perform, direct or supervise all portions of the Work of construction in accordance with the Contract Documents and any health and safety regulations. The Contractor is solely responsible for job site safety. Neither the presence of STEVEN L. BUSA, ARCHITECTURE + PLANNING at a construction site nor the professional services of STEVEN L. BUSA, ARCHITECTURE + PLANNING shall relieve the Contractor or other construction entity of these responsibilities. The Client agrees that the Client, STEVEN L. BUSA, ARCHITECTURE + PLANNING, and sub-consultants will be made additional insured under the Contractor's general liability insurance policy; and that such insurance provided to additional insured.

☐ Series Letter

BUDGET TRANSFERS

BOARD APPROVAL NOT NECESSARY

USE BETWEEN **SAME** OBJECT ACCOUNTS

CC: Dianne ☒

CC: w/requisition ☒

From: (Account #) .

To: (Account #) .

RECEIVED

NOV 27 2023

Village of North Syracuse

AMOUNT: \$

REASON:

BUDGET ADJUSTMENTS

BOARD APPROVAL NECESSARY

USE BETWEEN **DIFFERENT** OBJECT ACCOUNTS

From: (Account #) TBD

To: (Account #) 3410.280 115 Chestnut Street

AMOUNT: \$ 4500.00

REASON: Fund 115 Chestnut Street Fire station addition

**FROM
ACCOUNT #**

**TO
ACCOUNT #**

TBD

3410.280 115 Property Aquisitic

PRESENT BALANCE: \$

\$ -4500.00

CHANGE AMOUNT: \$ -4500.00

\$ 4500.00

NEW BALANCE: \$

\$ 0

SIGNATURE OF DEPARTMENT HEAD: Richard Allen
(TO APPROVE THE TRANSFER)

Digitally signed by Richard Allen
Date: 2023.11.24 10:51:00 -05'00'

DATE: 11/24/23

DEPT. USE ONLY:

VILLAGE OF NORTH SYRACUSE
REQUISITION FORM

RECEIVED

NOV 27 2023

Village of North Syracuse

FD179

FY 2023/24

Requesting Dept

FIRE

Vendor: Name:

STEIGL L. BUSA ARCH.

Address:

1898 PARK ST

SCARLETTES, NY 13152

Account

Amount

3410.280 4500.00

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

DATE	QTY	DESCRIPTION	UNIT PRICE	TOTAL COST
11/24/23	1	PLANNING SERVICES FOR CONSOLIDATION OF FIRE STATIONS, FACILITIES ASSESSMENTS, LONG RANGE PLANNING AND		2500.00
	1	ADDITIONAL SERVICES/EXPENSES NTE		2000.00
		* PRE-APPROVAL		
				4500.00

Budget Transfer Attached ☒ YES ☐ NO

Authorized By:

Date: 11/24/23

Approved by:

Mayor

Over 200

Trustee

Over 999

Trustee

Over 999

ORDER TOTAL

Date: 11/29/23

Date: 11/29/23

Date: 11/30/23

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 R01/23

Total = \$4,500.

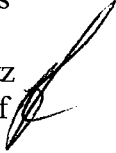
Retainer - 500. pay 12/14

4,000 balance due

North Syracuse Fire Department

Memo

To: Mayor Butterfield
Village Trustees

From: John Linnertz
Deputy Chief 

Date: November 24, 2023

Re: 115 Chestnut Street Fire Station Addition Planning

At the request of the Mayor the fire department is forming a committee in order to plan for the consolidation of Station 2 and an addition to Station 1. In order to accomplish this goal and provide the village, department and committee members with the needed expertise to handle this project, we have sought out the services of Steven L. Busa Architecture and Planning and have attached a pre-approval requisition for your review.

The services offered by Mr. Busa will be to provide planning services, facilities assessments, long range planning and project development. He has experience in designing both new fire stations as well as additions and alterations to existing ones. His familiarity with the National Fire Protection Association (NFPA) requirements as well as all other codes will be critical to the success of this project.

The cost of these services will be \$2500.00 for up to 40 hours of work plus reimbursable expenses (see attached). This agreement will require approval by the mayor and a \$500.00 retainer. I would suggest approving up to \$2,000.00 for reimbursable expenses and any additional work required for a total of \$4,500.00. Any further costs/expenses would require the approval of the village board. When the project moves forward, Mr. Busa offers Project Management services at an additional hourly rate. It is not included in this request.

I have referenced 3410.280 for this project as that is where other expenses have been noted for the property. Additionally, I have attached a transfer for the above expenses as this was an unbudgeted expense. If this is not the correct account for these expenses, please let me know.

Thank you for your assistance. If you have any questions regarding this, please do not hesitate to contact me.

Dianne Kufel

From: Gary Butterfield
Sent: Wednesday, November 29, 2023 2:59 PM
To: Dianne Kufel
Subject: Fwd: [External] Comprehensive Plan Agreement
Attachments: V of North Syracuse Conflict.pdf

FYI 🗣️

Sent from my iPhone

Begin forwarded message:

From: Mary Beth Paul <MaryBethPaul@ongov.net>
Date: November 29, 2023 at 11:50:18 AM EST
To: Gary Butterfield <gbutterfield@northsyracusenys.org>
Subject: [External] Comprehensive Plan Agreement

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,

I am in the process of putting together your comprehensive plan agreement. Once the contract has been approved, I will be able to send you the DocuSign link. The attached conflict of interest affidavit will need to be signed by you and your signature will need to be notarized. Please have the completed affidavit scanned and emailed back to me.

Once the agreement has been approved and I have the completed affidavit, I will be able to send you the DocuSign link.

Let me know if you have any questions.

Mary Beth

Mary Beth Paul
Principal Contracts Examiner
Onondaga County Law Department
421 Montgomery Street, 10th Floor
Syracuse, New York 13202
315-435-7904

CONFIDENTIALITY NOTICE: This e-mail is intended only for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege, caseworker-client privilege or other statutory prohibition against disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately notify us by telephone to arrange for the return of the document.

**ONONDAGA COUNTY PLANNING SERVICES GRANTS
VILLAGE OF NORTH SYRACUSE COMPREHENSIVE PLAN**

**GRANT DISBURSEMENT AGREEMENT
EXHIBIT B: SCOPE OF WORK**

TOTAL PROJECT BUDGET: \$60,000: Village \$10,000, County PSG \$50,000

PROJECT SUMMARY:

This project includes development of a Comprehensive Plan for the Village of North Syracuse. Development of a comprehensive plan will communicate the identity and character of the village now and in the future by identifying what residents find contribute to its sense of place and community. The plan will identify opportunities to enhance the current quality of life, as well as manage change brought about through future development and generational changes in the population which may affect transportation, housing, agriculture, watershed management, recreation resources, village parks, open space resources and development opportunity areas. Strong centers such as villages or town centers will be specifically identified for planning enhancement relative to village planning activities. The plan development process will include consideration of an update of land use regulations to achieve the plan's vision for growth.

EXPECTATIONS OF CONSULTING FIRMS

This community planning and design program is specifically to provide funds for the village to hire a competent community planning and design firm with experience in community based plan development. The selected project team must include a certified planner or AICP (American Institute of Certified Planners) in a leadership role. It is strongly recommended that consultant teams incorporate specific expertise in public engagement through a subcontract.

TASK LIST:

The following task list is representative of a comprehensive planning process. Proposals and the Village's final scope with a contractor should build upon this and develop different or modifications to this approach.

Scoping & Coordination

- Refine scope and task list with Onondaga County Department of Planning and the Village in light of actual project proposals
- Public Input (optional)
- Form project advisory group/committee

Kickoff Meeting

- Introduce partners
- Confirm goals and scope
- Review schedule and expectations
- Refine an outreach Plan

Background / Research

- Review previous and related plans
- Demographic / Economic / Land Use / Resource Profiles NYS Requirement
- Zoning/Subdivision Case Review

Explore Topic Areas –

- Character and Design
- Watershed / Environmental Protection
- Future Housing Needs
- Town/Village Infrastructure and Land Use
- Urban / Rural Interface and Relationship
- Growth & Development Options
- Agriculture
- Open Space Resources
- Consideration of major park and trail facilities in the village and development opportunities

Committee & Public Engagement – Continuous at milestones.

- Goals and vision for the town
- Research findings
- Idea Solicitation and Sharing
- Focus groups / stakeholder interviews, etc.
- Present draft plan
- Final Plan Public Hearing

Town Vision

- Summary of research and community input
- Establish a vision and goals for the town
- Implementation: ID policies, projects, practices, future planning projects, etc.
- ID resources for implementation
- Plan Maintenance

Zoning Update

- Identify zoning and regulatory needs based upon the comprehensive plan vision
- Draft land use language

State Environmental Quality Review (SEQR)

- Full Environmental Assessment Form.

Adoption – Onondaga County Planning Board Review, Village Planning Board, Village Board of Trustees

DEPARTMENT: Planning

CONTRACT NO. 0000005563

The County of Onondaga (County) and Village of North Syracuse (Contractor) at 600 South Bay Road, North Syracuse, NY 13212, have entered into this agreement ("Agreement") and hereby agree:

Whereas, the Onondaga County Executive has expressed support for municipal planning initiatives throughout Onondaga County as a means of improving the potential for economic development; and

Whereas, the Onondaga County Executive has committed funds for use in connection with a Planning Services Program; and

Whereas, planning projects have been identified and developed by the municipality and the Department of Planning and are deemed ready for funding and initiation; and

Whereas, the Contractor shall retain information and documentation necessary to demonstrate: its proposal has undergone the requisite review for compliance with the State Environmental Quality Review Act; and the proposal has been subject to the appropriate programmatic review;

Now therefore, the County and the Contractor, based on the exchange of consideration which both parties deem sufficient, wish to enter into this Agreement pursuant to the terms and conditions set forth below:

STANDARD TERMS AND CONDITIONS

County's Standard Terms and Conditions, attached hereto as **Exhibit A**, are hereby incorporated within and made a part of this Agreement, where such provisions include, among other things, obligations regarding defense, indemnification, together with an obligation to avoid conflicts of interest and provisions regarding early termination.

In the event of a conflict between the provisions of **Exhibit A** and the terms and conditions of this Agreement, this Agreement shall control.

County and Contractor agrees that the following changes are to be made to County's Standard Terms and Conditions:

If Contractor is self-insured, Contractor may satisfy the general liability insurance requirements provided herein, by providing evidence in a form acceptable to the County's Division of Risk Management, that Contractor is a self-insured municipality with sufficient reserves to underwrite the insurance requirement. Further, Contractor shall cause any insurance provided by its contractors working on, maintaining, preserving, repairing and/or keeping the Project in good working order to also name Contractor as an additional insured. Contractor agrees to require its contractor(s) to provide a Comprehensive General Liability Insurance policy naming Contractor as an additional insured with minimum limits of not less than one million dollars (\$1,000,000.00) combined single limit for Bodily Injury and Property Damage. In addition, Contractor shall require its contractors to maintain workers compensation insurance and disability coverage, consistent with applicable law.

PROJECT SCOPE-USE OF GRANT FUNDS

This Agreement provides the terms and conditions for grant funding consistent with **Exhibit B** "Scope of Work", incorporated within and made a part of this Agreement ("SOW"), regarding Village of North Syracuse Comprehensive Plan Update ("Project"). In the event of a conflict between the provisions of Exhibits and the terms and conditions of this Agreement, this Agreement shall control.

The grant funding shall be for an amount not to exceed Fifty Thousand Dollars (\$50,000), to be paid on a schedule specified in purchase order(s) issued by the County ("Grant Funds"). By accepting these Grant Funds from the County, Contractor agrees to use such funds in a manner consistent with this Agreement and only for those items specified within the Project as described in the SOW, or a modified SOW approved in writing by the Director of the Onondaga County Department of Planning ("Planning Director"). Contractor shall not spend the Grant Funds on anything other than the items described within the Project SOW without prior written consent from the County, which consent may be given through the issuance of a notice to proceed (purchase order).

Contractor will contribute local dollars to the Project as described in the SOW.

Contractor shall report directly to the Planning Director, who is hereby designated as the point of contact to act on County's behalf in directing and reviewing Contractor's services.

Contractor shall include the Planning Director, or their designee, on any steering or advisory committee overseeing development of the Project funded in whole or in part by this Agreement.

Contractor shall ensure final work products are generally consistent with thematic goals and recommendations within the Plan Onondaga County Comprehensive Plan.

Contractor shall maintain sufficient documentation to reasonably support the use of Grant Funds, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request. Onondaga County reserves the right to determine the sufficiency of such documentation.

Contractor shall share progress and draft work products with the Department of Planning for County feedback and engagement, and final work products shall be transmitted to the Planning Director upon completion. To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by the County's designated point of contact.

TERM

The term of this Agreement shall commence on December 1, 2023 and shall expire on December 1, 2025, unless terminated earlier or extended by mutual agreement.

PURCHASE ORDERS (NOTICE TO PROCEED)

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under this Agreement until and unless County issues a purchase order to Contractor for specific work (describing a phase, task, or deliverable). The purchase order constitutes notice to proceed. Contractor shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted. One or more purchase orders may be needed to accomplish the work schedule set forth in the Project SOW.

Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or SOW.

In the event that Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

Further, no purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein above. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction and County written consent.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

Each purchase order incorporates within it a set of terms and conditions, which terms and conditions are available at the Onondaga County Division of Purchase website (ongov.net/purchase/) and within the Supplier Portal. Such terms and conditions may be updated and revised from time to time. Any purchase order incorporates within it this Agreement, being the contract against which it is drawn.

GRANT FUNDS-PAYMENT/REPAYMENT

County hereby agrees to pay Contractor the Grant Funds provided herein, consistent with issued purchase orders. The Grant Funds are to be paid as reimbursement for actual amounts documented eligible expenses spent by Contractor, billed against the maximum amounts authorized within such purchase orders and as detailed within the Project. The amounts paid to Contractor shall be in full and final satisfaction of all goods and services provided by Contractor under this Agreement.

Contractor shall provide County with invoices, referencing the purchase order number and detailing the basis for the claimed compensation i.e., hours worked, percentage of phases completed, or deliverables received and paid for. Documentation shall be provided to support such claim, as reasonably needed.

Contractor shall make available at any time for examination by the County Chief Fiscal Officer its books, records, paper and other relevant data pertaining to the Grant Funds. Contractor further agrees to submit a financial report to the County within thirty (30) days after the termination of this Agreement covering the use of all Grant Funds received by Contractor. Said report must clearly and accurately verify the manner in which funds received from this Agreement were actually disbursed. Such report shall further cover the achievement of the program goals, objectives and activities and how these were managed and their result.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Contractor hereby agrees that it will obtain at its own expense all licenses, permits, or approvals associated with the Project performed under this Agreement. Further, Contractor agrees to conduct an analysis of the potential environmental impacts of the Project to be supported by the Grant Funds, pursuant to the New York State Environmental Quality Review Act (SEQRA).

After the termination of this Agreement, in the event that Contractor shall have in its possession surplus Grant Funds not actually spent in furtherance of the Project or not supported by sufficient documentation, County may elect to have Contractor pay to County an amount equal to such surplus Grant Funds. Contractor shall be obligated to promptly remit to the County any such fund on demand. The obligation to repay shall survive the termination of this Agreement.

Parties acknowledge that the Grant Funds to be paid herein may only be a portion of the total funding needed to accomplish the Project and that a municipal match is required in keeping with the amount included in the SOW. County shall bear no responsibility for payment of costs in excess of the amount stated herein to be provided by the County.

EXHIBITS

All Exhibits attached hereto are incorporated herein.

Exhibit A: County's Standard Terms and Conditions

Exhibit B: Scope of Work

NOTICES

If to County:

John H. Mulroy Civic Center

Attn: Law Department

421 Montgomery Street

Syracuse, New York 13202

With a copy to:

The Carnegie Building

Attn: Onondaga County Department of Planning

335 Montgomery Street

Syracuse, New York 13202

If to Contractor:

Village Mayor, Village of North Syracuse

600 South Bay Road, North Syracuse, NY 13212

(signature page follows)

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the dates hereinafter written.

County of Onondaga

Dated: _____

By: _____
J. Ryan McMahon, II County Executive

Village of North Syracuse

Dated: _____

By: _____
Gary Butterfield, Village Mayor

ONONDAGA COUNTY: STANDARD TERMS AND CONDITIONS

This document sets forth the standard terms and conditions to be incorporated within and made a part of agreements with Onondaga County ("County"). The terms and conditions of the primary written agreement executed between the County and any party (with such party referred to herein as "Contractor" regardless of the designation in the primary agreement) shall control over the provisions set forth within this document, unless otherwise stated herein. References to "this Agreement" shall indicate the primary agreement within which this document is incorporated.

TERMINATION

Without cause shown, either party may terminate this Agreement sooner than the term's expiration date, with one party giving written notice of termination to the other party at least thirty (30) days in advance of the intended date of termination. For cause, the County may terminate this Agreement by giving Contractor written or oral notice of termination at any time.

Neither County nor Contractor shall have or make any claim for damages against the other for the other's terminating this Agreement sooner than the expiration date in the manner specified within this section.

Upon termination or expiration, all further obligations of the parties hereunder shall cease except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation:

- to make payments for amounts due and owing for work completed under a purchase order issued within the Agreement;
- to make payments for other amounts due and owing, which may include damages and remedies;
- to maintain documentation and produce such reports as may be required under this Agreement; and
- to defend, indemnify, and hold harmless the other in connection with claims arising from this Agreement.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Contractor,

it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such indemnitee proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

INSURANCE

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

Contractor shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of *\$1 million* for each occurrence of, and in a minimum amount of *\$2 million* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of *\$1 million* for each occurrence of, and in a minimum amount of *\$2 million* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of *\$1 million* for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Professional liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, in a minimum amount arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of *\$2 million* for each

occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Contractor's right, title, or interest in this Agreement, or Contractor's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Contractor.

CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law

CONFIDENTIALITY

Contractor shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or

as may be required by law. County remains the owner of any such data, facts, or information, and Contractor is granted use for the purposes of this Agreement only.

COMPLIANCE WITH LAW

Contractor shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Contractor agrees that the appropriate review and actions under the State Environmental Quality Review Act shall be taken, as may be applicable, and documentation shall be maintained of any such review and action.

Such compliance is a material obligation of this Agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this Agreement, prior to the commencement of Contractor's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Contractor.

USE OF CONTRACT BY OTHER GOVERNMENTAL ENTITIES

Consistent with the provisions of General Municipal Law §103 and other applicable law, rules, and regulations, this Agreement is intended to be open and available for use by other government entities, including without limitation, counties, towns, and villages within New York State.

Any such entity wishing to use this Agreement should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

County shall not be responsible for paying any costs incurred by such entity actually receiving services under this Agreement.

Contractor and any such entity shall memorialize and provide in a separate written instrument responsibility for payment and performing other obligations, including terms and conditions that may differ from this Agreement.

County shall not be responsible for liability arising from such use by any such entity in using this Agreement.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

DISCRIMINATION PROHIBITED

Consistent with Labor Law §220-e, Contractor agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;
- there may be deducted from the amount payable to Contractor by County under this Agreement a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Contractor acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under

suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

End Standard Provisions

Conflict Interest Affidavit

State of New York)
County of Onondaga) ss.:

Contractor, being duly sworn, deposes and says:

Village of North Syracuse (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.

Contractor: VILLAGE OF NORTH SYRACUSE

By: Gary Butterfield

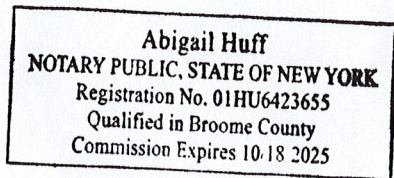
Print Name: Gary Butterfield

Title: Village Mayor

Date: 12/01/23

Sworn to before me on this 1st day of December, 20 23.

Abigail Huff



[illegible]

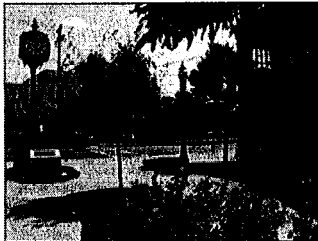
Dianne Kufel

From: Dianne Kufel
Sent: Tuesday, December 5, 2023 12:21 PM
To: Amy Franco (AFranco@chasolutions.com)
Subject: Study

For sure! It's a planning study, so the Village just has to have good direction on what they want to do. A work session is a good idea; however with the Dec. 22nd deadline, that should be sooner rather than later! And to get it at least on a mtg agenda as a discussion item. A public hearing is required but could be done as a good faith of trying to get public input. **OK – will do – next meeting.....Dec. 14th.**

As for Trustee Bolton's email, the County Planning is in the process of updating the Comprehensive Plans either through doing it themselves in conjunction w/ the Village or by providing funding to update them. The Mayor has more info on where this is. He brought it up a month or so ago at a Board mtg. **Yes, I stepped into that meeting briefly as well. They are providing some funding towards re-doing our “comp” plans, I thought.**

Best,



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

Email: clerktreasurer@northsyrcuseny.org
Either/or dkufel@northsyrcuseny.org
Website: www.northsyrcuseny.org

Dianne Kufel

From: John Bolton <jb0559@yahoo.com>
Sent: Tuesday, December 12, 2023 8:45 AM
To: Gary Butterfield; Dianne Kufel; Chris Strong; LouAnn StGermain; Patricia Gustafson; Anthony Burkinshaw; Chance Fieldson
Subject: [External] Smoking in Parks

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.

Team,
Wanted to share this with everyone as it's a topic for Thursdays meeting. Copied from another municipality.

"Parks and Recreation"

"Prohibited uses and activities,"

Smoking: Smoke and vaping free zones.

- A. Tobacco or marijuana smoking and/or vaping and tobacco or marijuana use shall be prohibited in all village-owned buildings owned, leased, used, operated, or maintained by the Village of North Syracuse or any department of the Village of North Syracuse (hereinafter "Village building"), without exception.
- B. Tobacco or marijuana smoking (or vaping) and tobacco or marijuana use in any form shall also be prohibited within 30 feet of any Village building not located in a park, recreation area or playground.
- C. Tobacco or marijuana smoking (and vaping) and tobacco or marijuana use of any type shall be prohibited in all Village-owned parks, playgrounds, and recreation areas.
- D. The Village Board further determines and declares that all Village-owned parks, recreation areas and playgrounds shall be designated as tobacco-free and marijuana free zones.

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

Dianne Kufel

From: Franco, Amy <AFranco@chasolutions.com>
Sent: Monday, December 11, 2023 3:19 PM
To: Gary Butterfield
Cc: Dianne Kufel
Subject: [External] FW: PLANNING ASSISTANCE 12/05/2023 09:40
Attachments: PLANNING ASSISTANCE-12052023094041.pdf; 2018-Skaneateles_Sidewalk_Assessment_Memo.pdf

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.

Mayor,

I was on the mandatory conference call today with SMTC for the application for the attached annual planning study. Since we hadn't talked specifically about a project, I asked about doing a sidewalk/pedestrian/safety study either Village-wide or sections of the Village. These could include any of the following:

- areas of concern by residences to install stop signs
- installing strategies (speed bumps, speed tables, etc) to slow speeds on certain streets identified by the Village
- having SMTC identify areas that should have sidewalks (could be focused on areas between Main & S. Bay or any of the many surrounding residential areas)
- Grove St/Van Mara intersections

Attached is a similar study they did for Skaneateles for reference.

OR... any other project, but it is **due Dec. 22nd!** As of now, they are requesting a hard copy submission so it will have to be **compiled by the 20th**. So, we need to make this decision ASAP. Community support letters are highly encouraged to be included.

Let me know.

Amy Franco, RLA*
Landscape Architect IV
CHA
Office: (315) 257-7236
afranco@chasolutions.com
www.chasolutions.com
*NY

Please note my email address has changed
from afranco@chacompanies.com to afranco@chasolutions.com

Finding a better way.

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

From: Dianne Kufel <dkufel@northsyracusenys.org>
Sent: Tuesday, December 5, 2023 10:05 AM
To: Franco, Amy <AFranco@chasolutions.com>
Subject: [--EXTERNAL--]: FW: PLANNING ASSISTANCE 12/05/2023 09:40

Thoughts?

Should we apply for this? I will forward to you an email that Trustee Bolton sent out to the board....do you think this may assist with some of his concerns?

Pls. let me know.

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

From: copier <copier@northsyracusenys.org>
Sent: Tuesday, December 5, 2023 9:41 AM
To: Dianne Kufel <dkufel@northsyracusenys.org>
Subject: PLANNING ASSISTANCE 12/05/2023 09:40

Scanned from MFP14112731
Date:12/05/2023 09:40
Pages:10
Resolution:300x300 DPI



November 27, 2023

Syracuse Metropolitan Transportation Council

126 N. Salina Street, Suite 100
Syracuse, New York 13202
Phone: (315) 422-5716
Fax: (315) 422-7753
www.smtcmpo.org

RECEIVED

NOV 30 2023

Dear Interested Party:

Village of North Syracuse

The Syracuse Metropolitan Transportation Council (SMTC) is initiating the process of developing the 2024-2025 Unified Planning Work Program (UPWP) for the Syracuse Metropolitan Planning Area. As you may know, the UPWP identifies the federally funded **transportation planning** activities that are to be undertaken in the SMTC study area in support of the goals, objectives, and performance measures of the SMTC's Long Range Transportation Plan (LRTP). Therefore, the SMTC is seeking your requests for transportation **planning assistance** for the period of April 1, 2024, to March 31, 2025. Please be advised that UPWP funds cannot be used for property acquisition, site preparation, preliminary engineering, detailed design, operations and management, or construction projects; they are for transportation planning and related activities. Also, all proposed projects must have a municipal sponsor where appropriate.

All project sponsors shall submit a letter of commitment for the project, indicating the level of effort of *in-kind services* that your agency will provide (i.e., number of hours/personnel you will commit to assisting the SMTC staff, **in addition** to what is anticipated for project meetings). Proposals should demonstrate how the desired project will support the community planning goals, transportation system performance goals, objectives, and measures identified in the SMTC's 2050 LRTP.

To assist you in the preparation and appropriateness of projects, a virtual meeting is scheduled for **Monday, December 11, 2023, at 10:00 a.m.** utilizing ZOOM. **Attendance at this meeting is mandatory for new project proposals.** Please RSVP by December 8 by registering for the meeting at the following link: <https://smtcmpo.org/news/>.

If you are unable to attend this meeting and intend to submit a proposal, you **must** contact the office directly to schedule an individual meeting to discuss your project prior to submission. Proposals submitted without either an individual meeting or attendance at the December 11 meeting are subject to rejection.

The UPWP Project Proposal Form is included for submittal of your proposal(s). An electronic version is also available on the SMTC's web site at <https://smtcmpo.org/news/>. All proposals must be received by **Friday, December 22, 2023, at 4:00 p.m.** Please address proposals to James D'Agostino, Director, SMTC, 126 N. Salina St., Suite 100, Syracuse, NY 13202. Any project proposal received via e-mail or fax may not be accepted without prior arrangements.

Projects will be evaluated by the SMTC Central Staff based on the demonstrated alignment of the proposed project with the LRTP planning goals, objectives, and performance measures (see part three of the application). The final selection of projects for inclusion in the 2024-2025 UPWP by the SMTC Policy Committee will take into account the staff evaluations as well as the available funds and the skills required to complete the projects. Generally, most projects selected for inclusion in the UPWP have expected budgets significantly less than \$100,000 (the small, medium, or large budget ranges are listed in part four of the application); funding for significant projects over \$100,000 will be highly competitive as the SMTC may only be able to fund one such new project in a program year. If you have any additional questions on the project solicitation and selection process, please feel free to contact me at 315.422.5716.

Sincerely,

James D'Agostino, Director

The Metropolitan Planning Organization

Office of the Mayor • Syracuse Common Council • Syracuse Planning Commission • CenterState Corporation for Economic Opportunity • New York State Department of Transportation • New York State Department of Environmental Conservation • Empire State Development • New York State Thruway Authority • Office of the County Executive • Onondaga County Legislature • Onondaga County Planning Board • Central New York Regional Transportation Authority • Central New York Regional Planning and Development Board • Federal Transit Administration • Federal Highway Administration

Syracuse Metropolitan Transportation Council



Transportation Planning Project Proposal Form Unified Planning Work Program

PART 1: SPONSOR CONTACT INFORMATION

Agency name: _____

Address: _____

Contact name: _____

Telephone: _____

Fax: _____

E-Mail: _____

PART 2: BASIC PROJECT INFORMATION

Project title: _____

Boundaries/limits: _____
(please attach map)

Affected agencies: _____

Brief project description:

PART 3: PROJECT JUSTIFICATION

Previous related studies

Please list any previous planning, engineering, transportation, or other relevant studies that have been completed (or are currently underway) for the study area, with the year of completion, including the most recently adopted comprehensive plan for the municipality(ies) impacted by this proposal.

Study area key issues

What issues have been identified in this study area? Please use quantitative data to the extent possible (accident rates, VMT information, mode share, etc.) and/or reference the studies listed above.

The next three areas refer to Chapter 2 of the SMTC's 2050 Long Range Transportation Plan (LRTP) available at <https://smtcmpo.org/wp-content/uploads/2020/10/2050-LRTP-Update-Full-Doc-2020.10.08.pdf>

Alignment with the community planning goals listed in the 2050 LRTP

The community planning goals described in the 2050 LRTP (see page 27) will be used as a set of initial screening criteria for project proposals. Please describe how your proposed project supports one or more of these goals. Proposed projects that may hinder the ability of communities to achieve these planning goals will be subject to a higher level of scrutiny.

Alignment with regionally-significant projects

The 2050 LRTP identifies four regionally-significant, priority projects for our planning area: the I-81 Viaduct Project, enhanced transit system, expanded regional trail network, and an inland port facility (see page 30 for more details). Please describe how your proposed project will help the region make progress on one (or more) of these regional priorities (if applicable). Proposed projects that may hinder progress on these regional priorities will be subject to a higher level of scrutiny. If your proposed project is unrelated to any of the regionally-significant projects, please indicate this.

Study objectives

List the intended objectives for this study. These should address the key issues identified above and should reflect the transportation system performance goals and objectives detailed in the SMTC's 2050 LRTP (see Chapter 2, page 29 and/or Chapter 4 of the 2050 LRTP). You are encouraged to adapt system-wide objectives to your specific project (For example, the LRTP objective "increase the percentage of commute trips made by bicycling and walking" may be adapted to a specific study as "increase the percentage of commute trips made by bicycling and walking in neighborhoods adjacent to the Elm Street corridor.") If you are proposing new study-specific objectives, please specify the LRTP goal that your objective supports.

PART 4: SCOPING INFORMATION

Preliminary scope of work

What are the tasks that need to be completed? Please indicate how public participation will be incorporated in the study process (or state why public participation is not included in the scope).

End product

What is the desired outcome of the project (study report, technical memorandum, map, etc.)?
Who is the intended audience for the end product?

Budget

What budget range do you believe is needed to complete your proposed project?

- ☐ Small (\$10,000 - \$49,000)
- ☐ Medium (\$50,000 – \$74,000)
- ☐ Large (\$75,000 – \$100,000)
- ☐ Significant (\$100,000+) *Note: Projects of this size are likely to require special funding from sources beyond SMTC's typical planning funds.*

Will a financial contribution be provided for this project beyond in-kind services? (not required)

Schedule

Indicate how long you anticipate this project will take to complete AFTER THE COMPLETION OF THE SCOPING PROCESS. Please note that project scoping will begin once the new program year commences (on April 1, 2024), and that the scoping process may take 2 to 6 months.

Therefore, **work on the projects proposed now will not begin until the summer or fall of 2024.**

- ☐ 12 months
- ☐ 18 months
- ☐ 24 months
- ☐ More than 24 months: (indicate) _____

Are there any scheduling considerations for this project, such as coordination with other projects that may be currently underway? If so, please explain.

In-kind services

Describe the in-kind services that will be provided as part of this project, in addition to attendance at study meetings. Please specify the name and role of staff members that will be providing these services.

Project partners

Have any other community partners, planning agencies, or transportation agencies expressed support for this project, or have you collaborated with any partners on related work leading up to this proposal? If so, please explain.

PART 5: ADDITIONAL COMMENTS

Please provide any additional information that you feel will be valuable in the project evaluation process.

