

SARATOGA ASSOCIATES THE BREWERTON REVITALIZATION PROJECT

Landscape Architects, Architects, Engineers, and Planners, P.C. TOWN OF CICERO ONONDAGA COUNTY, NEW YORK

SARATOGA ASSOCIATES PROJECT # 09057
 DATE: 01-27-10
 DRAWN BY: SRD
 CHECKED BY: GEU

SITE LOCATION MAP

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Memo

To: Supervisor, Town Board
From: Tracy
Date: November 1, 2013
Re: NYS DEC License Issuing Agent Agreement
TMB: November 13, 2013

I am requesting Town Board approval for the Town Clerk to execute the NYS DEC License Issuing Agent Agreement on behalf of the Town of Cicero (please see attached agreement).

Councilor Jennings moved for the adoption of a resolution approving the Town Clerk of the Town of Cicero to sign the DECALS contract with the New York State Department of Environmental Conservation on behalf of the Town of Cicero.

Motion was second by _____.

Ayes ___ Noes ___

If you have any questions, please contact me before the meeting on November 13, 2013.

Thank you in advance for your cooperation.

Tracy

2. **APPOINTMENT**

A. The Department hereby appoints the License Issuing Agent and their duly appointed Assistant License Issuing Agent (designed below) to be an agent issuing hunting, trapping, and fishing licenses at the approved location.

B. The License Issuing Agent hereby appoints Bonnie Smith,
Name
Deputy Town Clerk, as the Assistant License Issuing Agent.
Title

(See paragraph [11. F] herein for information regarding changes in appointment of the Assistant License Issuing Agent.)

3. **DEPARTMENT REPRESENTATIONS**

The Department hereby agrees that it will:

A. Provide the License Issuing Agent with a license printer (and necessary supplies) at the approved location for the sale and reporting of hunting and fishing licenses and provide necessary support for the printer.

B. Pay a commission to the License Issuing Agent for each license sold as prescribed in Department laws, rules and regulations.

C. Provide appropriate training and training materials to the Assistant License Issuing Agent, including a toll free telephone "help desk" service to answer questions and assist with problems.

D. Provide informational materials for use at the approved location for the License Issuing Agent and their authorized employees to distribute to hunters, anglers, etc., regarding regulatory requirements for all authorized licenses issued.

4. **AGENT REPRESENTATIONS**

The Agent hereby agrees that it will:

A. Provide authorization attached hereto as Attachment "A" for the Department to access a bank account for electronic fund transfers to pay for all licenses sold. Fund transfers shall be scheduled on a regular basis as determined by the Department.

B. Provide reasonable and necessary security to protect equipment and supplies from damage and unauthorized use.

C. Ensure that all Department license issuing equipment is maintained in good working condition and returned to the Department when license sales are no longer provided at the approved location.

D. Pay all amounts due to the Department. Failure to maintain an adequate balance in the License Issuing Agent's account may result in immediate termination of this Agreement.

E. The License Issuing Agent must provide a compatible computer system including a plain paper printer and access to the internet at no charge to the Department.

F. The License Issuing Agent agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it in a court of competent jurisdiction, to the extent such loss is attributable to a negligent omission or tortious act of the License Issuing Agent, its agents or employees, in the performance of this Agreement.

G. The License Issuing Agent is solely responsible for the supervision and direction of the performance of this Agreement by the Assistant License Issuing Agent and other authorized license issuing employees other than as specifically provided herein.

5. AGENT RESPONSIBILITY

A. **General Responsibility:** The License Issuing Agent shall at all times during the Agreement term remain responsible. The License Issuing Agent agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. **Suspension of Work (for Non-Responsibility):** The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the License Issuing Agent. In the event of such suspension, the License Issuing Agent will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the License Issuing Agent must comply with the terms of the suspension order. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

6. LICENSE ISSUING CONDITIONS

A. All licenses authorized to be sold pursuant to this Agreement may only be sold by the Assistant License Issuing Agent or authorized employees of the License Issuing Agent at the approved location set forth in this Agreement.

B. All employees authorized to issue licenses by the License Issuing Agent pursuant to paragraph "A" of this section, shall be appropriately trained in the use of the license issuing system by the Assistant License Issuing Agent prior to using the issuance system.

C. The Assistant License Issuing Agent must receive recurring training sponsored by the Department at least once every three years or sooner as circumstances warrant as determined by the Department.

D. The License Issuing Agent and its employees who are authorized to issue licenses pursuant to this Agreement must abide by New York State Regulations 6 NYCRR Part 177 (www.dec.ny.gov/regs/3936.html) and 6 NYCRR Part 183 (www.dec.ny.gov/regs/3931.html).

E. All personal data provided by customers shall be kept confidential to the extent required by Law.

F. All documents considered returnable documents as well as all voided licenses for which credit is requested must be returned to the Department within one month of the transaction.

G. All funds received from the sale of licenses, less the commission fee established by the Department, will be held in trust for the Department. Monies collected from the sale of licenses are Department funds and any other use of such funds is prohibited. The License Issuing Agent accepts the responsibility and duties of trustee for all funds collected for the benefit of the Department under this Agreement.

H. No license may be sold for a fee in excess of or less than the amount established by the Department.

I. The complete catalog of sportsman licenses must be available for sale at the License Issuing Agent's approved location as designated in this Agreement.

7. USE OF EQUIPMENT AND SUPPLIES

A. Supplies and equipment assigned to the License Issuing Agent for the printing of licenses are to be used for that purpose only, unless prior approval for such use is provided by the Department. Equipment is not transferable to other license issuing agent locations.

B. In the event that defective equipment is replaced, the License Issuing Agent shall return the defective equipment immediately to the specified repair center. The License Issuing Agent shall pay for any such equipment not returned, or equipment that shows obvious abuse. Failure to remit payment for abused or unreturned equipment may result in the immediate termination of this Agreement.

8. CHANGE IN OWNERSHIP

In the event of a change in ownership of the License Issuing Agent's business, the Department must be notified 30 days in advance of any such change, and this Agreement becomes immediately terminated at the time of such change in ownership. At the time of termination, all Department-provided licensing equipment must be returned to the Department or the

Department's representative. This License Issuing Agent's appointment is not transferable and shall apply only to the License Issuing Agent's appointment to sell hunting and fishing licenses.

9. **CHANGE IN MUNICIPAL CLERK**

In the event of a change in municipal clerk from that who entered into this Agreement, the Department must be notified within 30 days of such change and this Agreement will become void at the time of such change. To avoid a disruption in service, a new Agreement should be submitted in advance of such change signed by the new municipal clerk. If the municipality intends to submit a new Agreement, Department-provided equipment does not need to be returned.

10. **COMPLIANCE INSPECTIONS**

The Department reserves the right to inspect the approved location for the purpose of determining compliance with this Agreement.

11. **TERMINATION**

In addition to any termination event appearing elsewhere in this Agreement, or provided in the applicable Department regulations, the following shall apply:

A. This Agreement may be terminated for cause if the Department determines that any false statements or omissions were made on the License Issuing Agent's application.

B. This Agreement may be terminated for cause for failure to comply with the terms of this Agreement at any or all approved locations at any time by the Department.

C. Either party may terminate this Agreement for convenience by 15 days written notice to the other party.

D. In the event of termination of this Agreement, the License Issuing Agent shall pay for all licenses sold and not previously paid for and return all equipment and supplies to the Department within 30 days of such termination.

E. Termination for Non-Responsibility: Upon written notice to the License Issuing Agent, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the License Issuing Agent's expense where the License Issuing Agent is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

F. In the event of a change in the appointment of the Assistant License Issuing Agent, the License Issuing Agent shall notify the Department of such change within 15 business days by submitting to the Department a completed revised License Issuing Agent Application

Form attached hereto as Attachment "B," which shall provide, among other things, the name and title of the newly appointed Assistant Licensing Issuing Agent. In the Department's sole discretion, this agreement may be suspended or terminated in the event the Department is not notified of any change in appointment of the Assistant License Issuing Agent as provided herein.

12. **TERM**

This Agreement shall remain in effect from the date of execution until such termination.

13. **APPLICABLE LAWS**

A. This Agreement shall be governed by the laws of the State of New York.

B. All licenses shall be issued in accordance with the provisions of the New York Codes, Rules and Regulations of the State of New York (<http://www.dec.ny.gov/regs/2494.html>) and New York State Law and the policies and procedures of the Department.

14. **TOTAL AGREEMENT**

This Agreement together with any laws, documents and instruments herein referenced, shall constitute the entire agreement and any previous communication pertaining to this Agreement is hereby superseded.

15. **CONTRACT AMENDMENT**

Any agreement revisions, including payment adjustments or time extensions, shall be made by a written amendment to the agreement, signed by both parties.

Signature _____
License Issuing Agent
(notarization required below)

Date: _____

LICENSE ISSUING AGENT ACKNOWLEDGMENT

State of _____)

)s.s.:

County of _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her /their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date Notary Expires

Notary Public

STATE OF NEW YORK
 Onondaga County
 Town of Cicero

SS:

The Cicero Town Clerk received Sealed Bids on October 30, 2013 at 9:00 a.m., at the Cicero Town Hall, 8236 Brewerton Road, Cicero, NY, from individuals who submitted a bid on **all or any** of the following miscellaneous Highway items:

- A. 2000 Chevrolet pick-up w/rotted frame – as is
- B. 1990 Johnson Sweeper – as is
- C. 1987 Auto-car dump truck – as is
- D. 2005 MI-T-M Pressure washer- as is
- E. Approx. 22-Truck radios-non narrow bandable
- F. 40 ton Manley 933 hydraulic press 6-48
- G. 30 ton Carolina CP100 60,000 shop press
- H. 1975 Binks/Quincy large air compressor

BIDDER NAME	BID ITEM	TOTAL BID
Barry Bushneck	A. 2000 Chevy pick-up	\$2069.00
	B. 1990 Johnson sweeper	1259.50
	C. 1987 Auto-car dump truck	2345.67
	D. 2005 MI-T-M Pressure washer	178.50
	E. Approx. 22-Truck radios	Not bid
	F. 40 ton Manley 933 Hydraulic press 6-48	37.50
	G. 30 ton Carolina CP100 60,000 shop press	65.85
	H. 1975 Binks/Quincy large air compressor	35.00
Randy Purdy	A. 2000 Chevy pick-up	1616.06
	B. 1990 Johnson sweeper	857.00
	C. 1987 Auto-car dump truck	1237.00
	D. 2005 MI-T-M Pressure washer	79.00
	E. Approx. 22-Truck radios	Not bid
	F. 40 ton Manley 933 Hydraulic press 6-48	67.00
	G. 30 ton Carolina CP100 60,000 shop press	29.00
	H. 1975 Binks/Quincy large air compressor	Not bid

Please note: Amounts in the Total Bid column that were **highlighted** were awarded the bid for that specific item at the November 13, 2013 Regular Town Board Meeting.

Proof of publication and posting dated 10/13/13

Tracy M. Cosilmon
 Town Clerk

AGENDA November 13, 2013

AGENDA: NOVEMBER 13, 2013

TO: Town Board
FROM: Jody L. Rogers
DATE: November 4, 2013
RE: Town Board Agenda

1. Approval for the volunteers of the Parks and Recreation Commission to expend an amount not to exceed \$200 for their scheduled Holiday Dinner Meeting. Budgeted account number B702042.

2. Approval to open a checking account for Parks and Recreation for on-line registration credit card payments. The account will be labeled – “Town of Cicero Parks and Recreation Stripe” and approved signers will be Jody Rogers and Julie Raddell. We will be closing the Pay-Pal Account one month following the opening of the Stripe Account. The new department software uses Stripe and there is no fee to the Town.

3. ITEM: Attachment to John Deere mower rollover protection bar with sunshade
 VENDOR: North Syracuse Lawn and Snow
 AMOUNT: \$1381.50
 Budget Code: A7110.41

4. ITEM: Software for program registration, facility reservations, credit card processing
 and accounting system specifically designed for municipalities.
 VENDOR: RecDesk LLC.
 AMOUNT: \$3400
 Budget Code: B7020.51

5. ITEM: Replace lights and mechanical box for flashing light Lakeshore Rd.
 VENDOR: Syracuse Signal
 AMOUNT: \$2675
 Budget Code: A7110.45



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

October 8, 2013

Town Board
Town of Cicero
Town Hall
8236 South Main Street
Cicero, New York 13039

Re: Town of Cicero Landfill (Facility No. 34S03), Ferguson Road, Cicero, New York
2013 Annual Environmental Monitoring and Reporting Services

File: 110.MKT.PRO

Dear Board Members:

We are pleased to submit this proposal to complete Annual Environmental Monitoring and Reporting services for the Town of Cicero Landfill. The scope of services that we propose to provide is set forth in the attached Exhibit "A", entitled "Scope of Professional Services".

As detailed in Exhibit "A", an annual inspection of the groundwater monitoring well network and the landfill cap system will be completed by C&S Engineers' personnel during October or November 2013. Consistent with past Annual Environmental Monitoring Reports, an independent laboratory will complete media sampling efforts at the site during December 2013 and complete the necessary 6 NYCRR Part 360 baseline parameter analysis on the collected samples. The annual report will be submitted following receipt of analytical data as delivered by the independent laboratory.

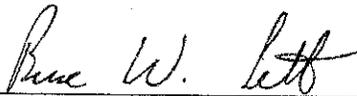
In addition to the Basic Services set forth in Exhibit "A", we also propose to perform any additional services as may be requested by you in writing consistent with the attached rate schedule. If there are any special services you require for the Project, we will modify Exhibit "A" accordingly. For services and Reimbursable Expenses incurred by us in connection with all Basic and any Additional Services which may be requested will be charged on the basis of actual cost times a factor of 1.1 on Services by Others. The terms and conditions governing the performance of and payment for our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in the attached *Exhibit "B" Terms and Conditions (Study and Report Phase)*. A summary of insurance coverage's that will be procured and maintained by C&S throughout the duration of this project are attached as *Exhibit "C" Insurance Coverages*.

This proposal, together with attached Exhibits "A", "B", and "C" constitutes the entire agreement between us in respect of the Project and may only be modified in writing and executed by both parties. If this proposal, together with its governing terms and conditions (including our Limitation of Liability), description of services to be rendered, and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned.

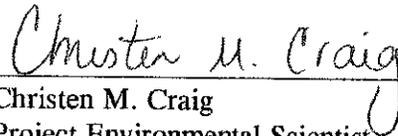
This proposal will become a contract upon your acceptance, either acknowledged to below or conveyed orally. Your acceptance will constitute authorization to proceed on this Project. The proposal will remain open for acceptance until November 15, 2013, unless modified by us in writing.

Very truly yours,

C&S ENGINEERS, INC.



Bruce Letts, P.E.
Principal Engineer



Christen M. Craig
Project Environmental Scientist

/cmc
Attachments

Accepted this _____ day of

_____, 2013.

Subscribed and sworn to before me this

_____ day of _____, 2013.

By: _____
Authorized Representative

Notary Public

Title: _____

EXHIBIT "A"

SCOPE OF PROFESSIONAL SERVICES

**TOWN OF CICERO LANDFILL
2013 ANNUAL ENVIRONMENTAL MONITORING AND REPORTING**

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
TOWN OF CICERO LANDFILL
2013 ANNUAL ENVIRONMENTAL MONITORING AND REPORTING

Scope of Professional Services

Consistent with past Annual Environmental Monitoring and Reporting, C&S proposes to perform the following project management, inspection, data compilation, interpretation, and reporting tasks:

- Complete an annual inspection of the groundwater monitoring well network and the landfill cap system, including the landfill gas vent system, vegetative cover, drainage swales, perimeter fence and gate and access road. The annual inspection checklist will be documented within the annual monitoring report. The annual inspection will be completed during October or November 2013. It is our understanding that Town personnel will be responsible for the completion of landfill mowing and/or snow clearing prior to the annual landfill inspection as well as erosion control/maintenance efforts for the site, including those identified in the landfill report.
- Subcontract, coordinate, and schedule the services of an NYSDOH Certified Analytical Laboratory to complete media sampling efforts at the site during December 2013 and complete the necessary 6 NYCRR Part 360 baseline parameter analysis on the collected samples. Unless otherwise preferred by the Town of Cicero, C&S proposes to subcontract the services of Certified Environmental Services, Inc. of Syracuse, NY.
- Compilation and tabulation of analytical data as supplied by the subcontracted laboratory; including groundwater, surface water, and monitoring well water elevations.
- Preparation and submittal of an annual monitoring letter report.
- It is our intent to complete and submit the report to the Town of Cicero within six weeks of receipt of the analytical data. C&S, on behalf of the Town of Cicero, will also submit the Annual Environmental Monitoring Report to the NYSDEC.

Cost Estimates

C&S Engineers, Inc. will complete the above tasks associated with the 2013 Annual Environmental Monitoring and Reporting for a lump sum cost of \$11,200, including subcontractors. Invoices will be submitted monthly documenting the charges incurred during the proceeding month. Such invoices are due and payable within thirty days of receipt. Note the aforementioned services and this proposal are subject to the attached *Exhibit "B" Terms and Conditions (Study and Report Phase)*.

EXHIBIT "B"

TERMS AND CONDITIONS

EXHIBIT "B"
TERMS & CONDITIONS
(Study and Report Phase)

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in the letter part of this Agreement.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished

pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements, including study objectives and constraints, space, capacity, and performance requirements; flexibility and expendability; and any budgetary limitations.

C. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other existing data relative to the Project.

D. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

E. Furnish to Engineer, as Engineer requires for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01), the following:

1. data prepared by or services of others, including without limitation borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials and equipment;
2. appropriate professional interpretations of all of the foregoing;
3. environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
4. property, boundary, easement, right-of-way, topographic and utility surveys;
5. property descriptions;
6. zoning, deed and other land use restriction; and
7. other special data or consultations not covered in Section 1.01; all of which Engineer may use and rely upon in performing services under this Agreement.

F. Owner shall arrange for safe access to and make all provisions for Engineer and its consultants to enter upon public and private property as required for Engineer to perform services under this agreement.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

EXHIBIT "B"
TERMS & CONDITIONS
(Study and Report Phase)

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the state of New York without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Onondaga County, New York.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other

party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Owner agrees that if Engineer is not employed to provide professional services during the Design, Bidding (if the work is put out for bids) or the Construction Phases of the Project, Engineer will not be responsible for, and Owner shall indemnify, hold Engineer (and Engineer's professional associates and consultants) harmless, and defend Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Owner or others. Nothing contained in this paragraph shall be construed to release Engineer (or Engineer's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which Engineer has undertaken or assumed under this Agreement.

C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

D. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts

Portions of this document have been taken from EJCDC E-520 Short Form Agreement Between Owner and Engineer for Professional Services Copyright© 2002 National Society for Professional Engineers for EJCDC. All rights reserved.

EXHIBIT "B"
TERMS & CONDITIONS
(Study and Report Phase)

of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

9.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

10.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under Section 10.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 10.01(A) and only if mutually agreed by Owner and Engineer, said

dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

C. This Section 10.01 shall survive any termination or cancellation of this Agreement.

11.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, this Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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C&S ENGINEERS RATE SCHEDULE
Effective 01/01/13 – 12/31/13

Hourly Labor Rates

<u>Title</u>	<u>Hourly Rate</u>
Department Manager.....	\$163.00
Principal Engineer	\$157.00
Senior Wildlife Biologist	\$130.00
Senior Engineer.....	\$122.00
Senior Project Engineer.....	\$114.00
Senior Designer.....	\$103.00
Project Environmental Scientist II.....	\$101.00
Engineer	\$93.00
Geologist	\$82.00
Project Environmental Scientist I.....	\$82.00
Environmental Scientist.....	\$82.00
Staff Engineer.....	\$81.00
Design Technician	\$80.00
CADD Operator	\$80.00
Administrative Assistant	\$69.00

Services by Others

Subcontractors will be invoiced at cost plus 10% to cover administrative expenses.

EXHIBIT "C"

INSURANCE

EXHIBIT "C"

INSURANCE COVERAGES

The following types and amounts of insurance shall be procured and maintained by the CONSULTANT throughout the duration of the Project:

- a. Workers' Compensation Insurance in the amounts required by law to provide protection for employees of the CONSULTANT in the event of job-related injuries.
- b. General Liability Insurance having a limit of \$1,000,000 for personal injury and property damage per occurrence/policy aggregate.
- c. Automobile Liability Insurance having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.
- d. Professional Liability or Errors and Omissions Insurance having limits of \$1,000,000 per claim and \$2,000,000 aggregate liability.

* * O U D E R * *

Page 1 of 1

KAPA ERIE BLVD,
2043 ERIE BLVD,
REP BY VER BY
SYRACUSE, NY 13217-8007

ACCT # 1152 TOWN OF CICERO NY DEPT P O
SR # 6230 BREWERTON RD
CICERO, NY 13039-6402

DATE 09/26/2013 TIME 13:10

34

STORS # EMP #

200002014 500 DAVID

PART NUMBER	LN	DESCRIPTION	QUANTITY	LIST	PRICE	TOTAL
REGALY LIFE-15888-1BS	1.00	REGALY LIFE-15888-1BS	1.00	23,281.08	10563.0000	14,542.00
REGALY LIFE-15888-1BS	1.00	REGALY LIFE-15888-1BS	1.00	31,929.24	14542.0000	14,542.00

Total 15,392.00 + 850.00 Install

*** Plus Applicable Taxes. ***
*** Prices Subject to Change Without Notice. ***

TOTAL ----->

** THIS IS NOT AN INVOICE **

Install \$850

Get del. time 4 to 5 weeks

Let me know thanks See Also

558-3742

PROPOSAL
JOH COMMERCIAL FLOORING, INC.
 6519 BASILE ROWE
 EAST SYRACUSE, NY 13057
 PH: 315-289-0704
 FAX: 315-289-0705

DATE: 11-07-13

PROPOSAL NO: 4361

PROPOSAL SUBMITTED TO:

Tracy M. Cosilmon
 Cicero Town Clerk
 Records Access Officer
 8326 Brewerton Road (Route 11)
 Cicero, New York 13039

WORK TO BE PERFORMED AT

Same - Phase II office area

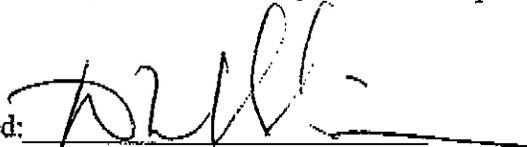
We hereby submit specifications and estimates to furnish and install the following:

- #1) Patcraft Big Splash Broadloom Carpet #00321 Spring Board, direct glue method.
- #2) Johnsonite 4" Vinyl Cove Base & Transitions as required
- #3) Remove and dispose existing carpet, patch & prepare sub-floor as required

TAX EXEMPT - Total Cost: \$ 2,022.00

- General Notes:**
1. No patch, prep, cleaning, removals, furniture moving, finishing or waxing unless noted above.
 2. This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted:



Kurt Hibshman
 JOH Commercial Flooring, Inc.

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:		Telephone:		
		E-Mail:		
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO	YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO	YES
3.a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____				
<input type="checkbox"/> Parkland				

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)