AGENDA – APRIL 10, 2013

TO: Town Board

FROM: Jody L. Rogers, Director

DATE: April 2, 2013

RE: Background Check Policy

The requirements for a formal Background Check Policy was initiated by Office of the State Comptroller after audits were done across NY State that revealed a lack of standardized review of people either employed, volunteering or contractually employed who were working around children, youth and other vulnerable populations (senior citizens). Background checks involve a Criminal Search & Sex Offender check going back 10 years covering all fifty states. Based on this premise the Town of Cicero has created a policy that will be used for the purpose of background checks on employees, volunteers, contractual employees who have access to the above populations. These checks are required to be performed on an annual basis.

In creating this policy it was also realized that the Town Clerk has a mandatory responsibility per General Municipal Law/Town Law to perform background checks on any individual(s) requesting Peddling and Soliciting license in the Town of Cicero. These checks will be done as applications are submitted to the Town Clerk.

See attached policy and forms associated with the policy.
(The attached policy was reviewed and approved by Robert Germain, Town Attorney.)

Town of Cicero

Proposed Background Check Protocol

Introduction and Purpose

The Town of Cicero is committed to protecting the security, safety, and health of our employees, residents and others, safeguarding the assets and resources of the Town and assuring individuals in responsible positions are worthy of the trust they are given. Therefore the Town of Cicero has adopted a protocol regarding Pre-Employment Background Checks (BGC).

Protocol

This protocol requires that all employees age 16 & above (Part time, full time, seasonal and contractual) including competitive and non-competitive class employees, union employees and in particular all employees and volunteers that work with our children, youth, senior citizens or other vulnerable populations must have a BGC done. At a minimum, all employees and volunteers will have a nationwide criminal background and sex offender check. In addition, all individuals or groups using Town of Cicero facilities for youth related activities (fields, buildings etc) must sign an indemnity and insurance clause verifying that all of their coaches and volunteers have successfully completed a background check, including a sex offender check. (Associated forms: Employment Screening, Youth League Indemnity and Insurance, Contractor Background Check and Contractor Background Check Release).

All job notices should include that there will be background checks done.

The Town's selected BGC Contractor will investigate the following as required for the respective position:

- Criminal Search & Sex Offenders: This service will go back 10 years. It checks all fifty states, all counties in each state, the federal government as well as the sex offender registry. This will provide convictions whether misdemeanor or felony.
- DMV: This service contains a summary of the applicant's NY State motor vehicle record.
- Credit Reports: The information included in this report includes charge offs, collection accounts, bankruptcies, judgments, balances and monthly payments.

Procedures

Each department must have an approved application using the terminology stating the following or utilize the generic Employment Screening Form:

- That the BGC consist of a nationwide criminal check and a Sex Offender Registry Check
- That the offering of a position will be contingent on the results of the BGC
- A statement of authorization for the BGC to include permission to run the check, and that they understand they may be denied a position as a result of the check

- If the position being applied for requires an application/resume, then you must utilize an Employment Screening form as well, to cover the authorization aspect

Once an application/resume has been received and you are ready to consider hiring, the hiring authority (Youth Bureau, Parks & Recreation, Highway, Assessor's office etc) must do the following:

- Have the candidate fill out an Employment Screening form (unless covered on an application form)
- Notify candidate that job approval is subject to a successful background screening and the job offer is a conditional offer of employment
- Check references
- Have necessary paperwork filled out (W4, IT-2104, retirement etc.) and submit as needed
    - Youth Bureau, Parks & Recreation will record all employees and contractors on a spreadsheet as a means having a recording of all the necessary procedures – see storage of records below.
- Submit paperwork for background check to the Town's approved Background Check Contractor.
    - Indicate what to check for in addition to the criminal and sex offender status – ie. Anyone driving a municipal vehicle should have a DMV check; all persons working with money should have a credit check.
    - Be sure results are returned in a confidential manner – results should be faxed to the Department's fax machine as confidentiality is critical.
- If applicant has previously been checked and approved by the Town's approved Background Check Contractor within the past 12 months, then a duplicate background check will not be required – this applies to if they worked for another municipality. Applicant should request a copy from the municipality of their completed/approved BGC
- Review results of background checks
    - If there is a successful report that is returned, Department Heads may continue the hiring process by having employees submitted for approval to the town board, including rate of pay, position and projected starting date.
    - If there is a negative report, there must be a determination made
        - All candidates with a sex offender, child/senior/disabled abuse, violent offense or a felony will not be considered for any positions.
        - All others will be considered on a case by case basis - Department Heads should review results with Comptroller, Town Supervisor (and Town Attorney if needed).
        - Candidate will be notified of the results of the BGC if there is a negative result regarding disqualification from consideration for the position.
- Storage and recording of results
    - It is important to make sure that all documentation on employees, in particular social security numbers and background check results are kept confidential. That being said:

- Results for Day Camp are recorded on a spreadsheet maintained in the Youth Bureau, Parks & Recreation Office. Copies of the BGC and Sex Offender reports are kept in a locked file in the Town Comptroller's office.
- All other employees if full time, part time or seasonal are kept in the employee files in the Comptroller's office.
- Volunteers and contractual employees will be stored in a general file (locked in the Comptroller's office, once it has been recorded on the appropriate spreadsheet).
- Field/facility users will be kept with their paperwork (as it is only a verification of completion and not any personal information).

All Background checks will be valid for one year.

Approved Town Board April 2013

Town of Cicero

EMPLOYMENT/VOLUNTEER SCREENING

The Town of Cicero has established a protocol for doing background checks on those people seeking employment by the Town of Cicero, and whose employment would put them in positions of responsibility. This was done in an effort to protect the security, safety and health of our employees, residents and others, while safeguarding the assets of the Town of Cicero and ensuring that individuals are worthy of the trust they are given. Please fill in the information below and submit for consideration of employment.

FULL (Proper) NAME_____

Also Known As (AKA) _____

Maiden Name _____

ADDRESS_____

If less than 2 years at current address please provide previous address:

_____

HOME PHONE_____

SSN_____**DOB (M/D/Y)**_____

DRIVERS LICENSE NUMBER_____ **ISSUING STATE**_____

Do you authorize the Town of Cicero to do a background check and/or a DMV or credit report, and understand that giving such permission is not an indication of employment and may result in being disqualified for the position?

YES_____ **NO**_____

PRINTED NAME_____

SIGNED NAME_____

DATE(M/D/Y)_____

ALL INFORMATION OBTAINED IS HELD IN CONFIDENTIALITY

Town of Cicero
8236 Brewerton Rd.
Cicero, NY 13039

Background Checks will include, at a minimum, a National criminal background check including felonies and misdemeanors, a social security trace, and a National Sexual Offender Registry check. Background Checks may also include a credit check (conducted in compliance with the Fair Credit Reporting Act), driver history check, and credentials verification for applicants designated by the Town of Cicero.

Town of Cicero

YOUTH LEAGUE INDEMNITY AND INSURANCE

To the fullest extent permitted by law, the undersigned shall hold harmless, defend and indemnify the Town of Cicero (hereinafter the "Town") from and against all claims, including without limitation claims for property damage, bodily injury or death to any person arising out of the use of Town Park Facilities.

The undersigned shall procure and maintain during the use of the Town Park by the undersigned, while the above organization is at the Town Park, and until their contract for use expires from the Town Park, a policy of liability insurance covering the use of the facilities with a minimum limit of liability of $1,000,000. The insurance policy shall be issued by an insurance company licensed to issue such a policy by and in the State of New York. The Town of Cicero shall be named as an additional insured on the liability policy, and coverage for the Town as an additional insured shall be primary coverage.

By signing below, the organization verifies that all coaches and volunteers associated with the program have successfully been approved through a background screening including a sex offender registry check.

Youth League:_____

_____

Signature Date

Town of Cicero

_____

Signature Date

Town of Cicero

Contractor Background Check

The Town of Cicero Parks & Recreation Department will be enforcing its Background Check Policy that if your program is with children/youth, senior citizens or other vulnerable populations, all instructors/volunteers etc will have to be put through a complete background check including a nationwide criminal check and sex offender status. No one will be allowed to work with children/youth, senior citizens or other vulnerable populations in programs run through the Town of Cicero or be allowed to use our facilities unless this has been completed. If your business/organization already does background checks, we will ask that you sign off that any/all instructors that you provide have successfully completed the above checks – otherwise we will run the check and the cost will be passed on to the program – a form will be provided for your use.

We thank you in advance for your time/willingness to share your talent with us. If there is anything that you need from us during your class or if you have any questions please feel free to contact us at the Park office.

Cicero Youth Bureau, Parks and Recreation

Town of Cicero

Contractor Background Check Release

By signing below, the organization verifies that all instructors/staff/volunteers assigned to teach or supervise a program through the Town of Cicero Youth Bureau, Parks & Recreation Department have successfully been approved through a background screening including criminal and sex offender registry.

Name of Company/business

_____

Name of Class/program(s) being taught

_____

Authorized Signer:

Print Name:_____

Sign Name:_____

Date: _____

MEMORIALIZING THE SUPPORT OF THIS LEGISLATURE FOR PROVIDING COLD WAR VETERANS WITH A LIFE-TIME PARTIAL EXEMPTION FROM REAL PROPERTY TAXES AS PROPOSED BEFORE THE NEW YORK STATE SENATE (S.3731)

WHEREAS, Section 458-b of the Real Property Tax Law authorizes local governments to adopt legislation granting qualified Cold War Veterans a partial exemption from real property tax, but each such exemption granted to a particular individual expires after a ten year period; and

WHEREAS, by adopting Local Law No. 7-2009, this Onondaga County Legislature granted Cold War Veterans such partial exemption authorized by law; and

WHEREAS, it is the sense of the Town of Cicero that the ten-year duration limit should be eliminated and that local governments should be permitted to provide for a life-time partial exemption from real property taxes, as the Cold War Veterans have served this country well, and such an exemption is one way in which local governments can show appreciation for such service and, further, such exemption may encourage others to join and participate in the armed services; now, therefore be it

RESOLVED, that the Town of Cicero hereby memorializes its support for adopting legislation that amends Section 458-b of the Real Property Tax Law to provide local governments with the option of extending a life-time partial exemption from real property taxes to Cold War Veterans, as provided for in Bill Number S.3731, presented to the State Senate; and, be it further

RESOLVED, that the Cicero Town Clerk is hereby directed to cause a copy of this resolution to be transmitted to the various legislators representing portions of Onondaga County at the state level.

Jim

Date: April 10, 2013

Highway Department Agenda Items

Request approval for the following items:

(A) ITEM: Rebuild water pump #93

VENDOR: Tracey Rd. Equipment

AMOUNT: approx.$3,100.00

ACCOUNT CODE: DB513054

MOTION TO APPROVE:

(B) ITEM: 1 Month Rental sweeper

VENDOR: J&J Equipment

AMOUNT: $7,295.00

ACCOUNT CODE: DB514048

MOTION TO ACCEPT:

(C) ITEM: Repair of oil/water separator inlet

VENDOR: Lifttech Handling

AMOUNT: approx. $2,000.00

ACCOUNT CODE: A1620403

MOTION TO APPROVE:

(D) ITEM: 62 tons Blacktop patch

VENDOR: Barrett Paving

AMOUNT: $3,000.00

ACCOUNT CODE: DB511046

MOTION TO APPROVE:

(E)ITEM: 500 yds. of Item 4 stone

VENDOR: Vitale Robinson (Browns)

AMOUNT: $5,000.00

ACCOUNT CODE: DB511242

MOTION TO APPROVE:

(F)ITEM: 175 yds. topsoil

VENDOR: Vitale Robinson

AMOUNT: $2,625.00

ACCOUNT CODE:DB514043

MOTION TO APPROVE:

(G)ITEM: Crackfill various roads (approx. 6.31 miles)

VENDOR: Suit Kote

AMOUNT: $40,000.00

ACCOUNT CODE:DB511255

MOTION TO APPROVE:

AGENDA – APRIL 10, 2013

TO: Town Board

FROM: Jody L. Rogers, Director

DATE: April 4, 2013

RE: Purchase Approvals
Staff Appointments (summer seasonal)

Purchase Approvals

1. ITEM: 2 new tires on John Deere 310 and calcium replacement as needed
   VENDOR: Commercial Truck Tire
   AMOUNT: $1,587
   Budget Code: A7110.46

x 2. ITEM: Athletic Seed Mix 2500#'s
   VENDOR: Merritt Seed (County Contract pricing)
   AMOUNT: $2,336
   Budget Code: A7110.459CF $588 (Cicero Falcons)
   A7110.459CL $588 (Cicero Little League)
   A7110.459CS $670 (Cicero Youth Soccer)
   A7110.459NL $490 (North Syracuse Little League)

x 3. ITEM: Infield Mix – 140 cubic yds x $19.50/cubic yds. delivered
   VENDOR: Vitale & Robinson
   AMOUNT: $2,730 (County Contract pricing)
   Budget Code: A7110.45 $390 (Town of Cicero)
   A7110.459CL $780 (Cicero Little League)
   A7110.459NL $1,560 (North Syracuse Little League)

4. ITEM: Screened Beach Sand - 80 cubic yds X $13.50/cubic yds delivered
   VENDOR: Vitale & Robinson
   AMOUNT: $1,080 (County Contract pricing)
   Budget Code: A7150.42

5. ITEM: Playground Mulch-clean, ground, hardwood for 5 playgrounds (specialty mulch clean ground hardwood no metal)
   VENDOR: B & B Lumber
   AMOUNT: $1,750
   Budget Code: A7110.45

AGENDA – APRIL 10, 2013

TO: Town Board

FROM: Jody L. Rogers, Director

DATE: April 4, 2013

RE: Purchase Approvals

Purchase Approvals

1. ITEM: Repairs to crack in tennis courts Central Park (safety concern)
   VENDOR: Salt Springs Paving Co.
   AMOUNT: $1,200 (asphalt materials $475/labor $725)
   Budget Code: A7110.45

TOWN OF CICERO JUSTICE COURT

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

December 31, 2012

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TOWN OF CICERO

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BOWERS & COMPANY
CPAs PLLC
CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS CONSULTANTS

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

TO THE TOWN BOARD OF CICERO

We have performed the procedure enumerated below, which was agreed to by the Town Board of Cicero and the State of New York Office of Court Administration, solely to assist in evaluating the **Town of Cicero's** assertion that work performed by those individuals who handle money as part of their duties are properly monitored and reviewed. The Judges are responsible for the cases and records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we made no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedure performed is summarized as follows:

1. Completion of Annual Audit Checklist – checklist for initial review of justice court records (Appendices A & B).
    - Finding
        - One of the responsibilities of a Justice Court is to adjudicate vehicle and traffic violations. Uniform Traffic Tickets (UTT) are issued for vehicle and traffic infractions, and their usage is administered by the New York State Department of Motor Vehicles (DMV). After UTTs are issued, pertinent information is added to the Traffic Safety Law Enforcement and Disposition (TSLED) database. Upon adjudication, when all fines are paid, the Court must send a copy of the ticket to TSLED for it to be removed from the pending ticket database. The TSLED database is designed as a traffic ticket management information and accountability system. It produces reports that are electronically available to each local Court on a monthly basis. These reports can be used as a tool to verify the accuracy of the Court's records against the information in the State's database. Among the reports available to the Court is a list of all pending UTT cases, which may be used by the Justices to help ensure that tickets are processed in a timely manner. This report can also be used to identify individuals who either have not appeared in Court to answer their ticket or have not paid their fine. As an enforcement mechanism, the Court may "scofflaw" these drivers.

Syracuse Office
1200 AXA Tower I, 100 Madison Street, Syracuse, NY 13202
(315) 234-1100 • FAX (315) 234-1111 • www.bcpllc.com

Watertown Office
167 Polk Street, Suite 340, Watertown, NY 13601
(315) 788-7690 • FAX (315) 788-0966 • www.bcpllc.com

Neither of the Justices, nor clerks, have reconciled Court records to the monthly TSLED reports. During our fieldwork we instructed the clerk to print the report as of December 31, 2012 which showed approximately 404 pending cases. These cases should be reviewed to ensure tickets are processed in a timely manner and the TSLED database and related records, should be maintained.

We were not engaged to, and did not, conduct an examination, the objective of which would be the expression of an opinion on management's assertion. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the Town Board of Cicero and the State of New York Office of Court Administration and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. However, this report is a matter of public record and its distribution is not limited.

Bowers & Company

Syracuse, New York
January 25, 2013

TOWN OF CICERO JUSTICE COURT

JUSTICE DEMARCHE, JR.

DECEMBER 31, 2012

Annual Checklist for Review of Justice Court Records

	Yes	No	
Cash Receipts Book			
▶ Are pre-numbered receipt forms issued for all collections?	✓	○	
▶ Are duplicate receipts kept for court records?	✓	○	
▶ Are receipts recorded up-to-date?	✓	○	
Last recorded receipt: # 4005 *Date* 1/16/2013 *Amount* $40.00			
▶ Is the receipt book maintained in a manner to identify date received, payer, and the amount of fines, fees, bail and other categories of collection?	✓	○	
▶ Are deposits identified?	✓	○	
▶ Are duplicate deposit slips kept for court records?	✓	○	
▶ Are deposits made within 72 hours of collection (exclusive of Sundays and holidays)?	✓	○	
▶ Are deposits recorded up-to-date?	✓	○	
Last recorded deposit: *Date* 1/14/2013 *Amount* $6,720.00			
▶ Is the receipt book totaled and summarized at the end of each month?	✓	○	
Last Month Totaled and Summarized $17,825.00			
Cash Disbursements Book			
▶ Are pre-numbered checks used for all disbursements other than petty cash?	✓	○	
▶ Are all checks signed by the Justice?	✓	○	
▶ Are canceled checks (or check images) returned with bank statements and kept for court records?	✓	○	
▶ Are checks recorded up-to-date?	✓	○	
Last recorded check: # 2531 *Date* 1/11/2013 *Amount* $17,825.00			
Bank Reconciliations			
▶ Are bank accounts reconciled proimptly after bank statements are received?	✓	○	
Last Bank Reconciliation for Each Bank Account: *Date Performed* 1/11/2013 *Month Ending* December 2012			
Additional Supporting Records			
▶ Is a list of bail maintained?	✓	○	
▶ Is a record of uncollected installment payments maintained?	○	○	N/A

TOWN OF CICERO JUSTICE COURT

JUSTICE DEMARCHE, JR.

DECEMBER 31, 2012

Annual Checklist for Review of Justice Court Records

	Yes	No
Dockets and Case Files		
▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims?	✓	○
▶ Are case files maintained for all cases? If manual, an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case fi les are fi led by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address.	✓	○
▶ Do dockets for disposed cases appear to be complete?	✓	○
▶ Do dockets for disposed cases agree with amounts reported?	✓	○
Cash Book Reconciliation		
▶ Is the cash book reconciled to the adjusted bankl balances at the end of each month?	✓	○
▶ Does the cash book total agree with the bank reconciliation and supporting informataion?	✓	○

Last Cash Reconciliation:
Date Performed 1/11/2013 *Month Ending* December 2012

Reports to the Division of Criminal Justice Services		
▶ Are reports made timely to the Division of Crininal Justice Services?	✓	○
▶ Has the court received any notices regarding late reporting? If yes, why were the reports late and what corrective actions were taken?_____	○	✓
Reports to the Justice Court Fund		
▶ Are reports made timely to the Justice Court Fund?	✓	○
▶ Do reported amounts agree with docket dispositions and case files?	✓	○
▶ Do reported amounts agree with cash receipt and disbursement books? Last report submitted: Month Ending December 2012 Date 1/11/13 Amount $17,825.00	✓	○
▶ Has the court received any notices regarding late reporting? If yes, why were the reports late and what corrective actions were taken?_____	○	✓

TOWN OF CICERO JUSTICE COURT

JUSTICE DEMARCHE, JR.

DECEMBER 31, 2012

Annual Checklist for Review of Justice Court Records

	Yes	No
Reporting to the Department of Motor Vehicles - TSLED Program		
▶ Has the court received any notices regarding pending cases? If yes, why were the cases pending and what corrective actions were taken, if any_____	○	✓
Note: Cases over 60 days are eligible to be Scoffl awed. TSLED sends a monthly listing of pending cases to the Court. The court should respond either manually or electronically to TSLED with the outcome of these pending cases.		
▶ Are reports from TSLED to the court maintained and utilized? *Last TSLED Report Available: Date*_____ **Note:** Courts can access reports on-line from TSLED at any time.	○	✓
▶ How many cases are shown as pending in the last TSLED report? 404	✓	○
▶ Does the cash book total agree with the bank reconciliation and supporting informataion?	✓	○
• Is the number of pending cases reasonable?	✓	○
• How many cases are shown as pending for more than 90 days? 34		
• What actions have been taken to dispose of these cases?		

Overall Evaluation

_____

_____

_____

_____

TOWN OF CICERO JUSTICE COURT
JUSTICE WALCZYK
DECEMBER 31, 2012

Annual Checklist for Review of Justice Court Records

	Yes	No
Dockets and Case Files		
▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims?	✓	○
▶ Are case files maintained for all cases? If manual, an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case files are filed by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address.	✓	○
▶ Do dockets for disposed cases appear to be complete?	✓	○
▶ Do dockets for disposed cases agree with amounts reported?	✓	○
Cash Book Reconciliation		
▶ Is the cash book reconciled to the adjusted bankl balances at the end of each month?	✓	○
▶ Does the cash book total agree with the bank reconciliation and supporting informataion?	✓	○

Last Cash Reconciliation:
Date Performed 1/7/13 *Month Ending* December 2012

Reports to the Division of Criminal Justice Services		
▶ Are reports made timely to the Division of Crininal Justice Services?	✓	○
▶ Has the court received any notices regarding late reporting? If yes, why were the reports late and what corrective actions were taken?_____	○	✓
Reports to the Justice Court Fund		
▶ Are reports made timely to the Justice Court Fund?	✓	○
▶ Do reported amounts agree with docket dispositions and case files?	✓	○
▶ Do reported amounts agree with cash receipt and disbursement books? Last report submitted: Month Ending December 2012 Date 1/2/13 Amount $18,785.00	✓	○
▶ Has the court received any notices regarding late reporting? If yes, why were the reports late and what corrective actions were taken?_____	○	✓

TOWN OF CICERO JUSTICE COURT

JUSTICE WALCZYK

DECEMBER 31, 2012

Annual Checklist for Review of Justice Court Records

	Yes	No
Reporting to the Department of Motor Vehicles - TSLED Program		
▶ Has the court received any notices regarding pending cases? If yes, why were the cases pending and what corrective actions were taken, if any_____	o	✓
Note: Cases over 60 days are eligible to be Scofflawed. TSLED sends a monthly listing of pending cases to the Court. The court should respond either manually or electronically to TSLED with the outcome of these pending cases.		
▶ Are reports from TSLED to the court maintained and utilized? *Last TSLED Report Available: Date* December 2012 **Note:** Courts can access reports on-line from TSLED at any time.	o	✓
▶ How many cases are shown as pending in the last TSLED report? 404	✓	o
▶ Does the cash book total agree with the bank reconciliation and supporting informataion?	✓	o
• Is the number of pending cases reasonable?	✓	o
• How many cases are shown as pending for more than 90 days? 34		
• What actions have been taken to dispose of these cases?		

Overall Evaluation

_____

_____

_____

_____

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

April 4, 2013

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

Re: NYSDEC SPDES Permit for Stormwater Discharges from
MS4's Engineering Services for Permit Year March 10, 2012 to March 9, 2013

File: 110.102.012

Dear Board Members:

We are pleased to submit this proposal to render engineering services related to the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Storm Water Discharges From Small Municipal Separate Storm Sewer Systems (MS4's) for Permit Year 2012 (hereinafter called the "Project"). The specific scope of which is set forth in the attached Exhibit "A" entitled, "Scope of Professional Services, MS4 SPDES Permit GP-0-10-002 Year 2012" consisting of Page A-1. We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require.

Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder. If you should request any modifications or changes to the general scope or extent of the Project, the time allowed for performance of our services will be adjusted equitably.

In exchange for performance of our services, you agree to pay us for Basic Services a Lump Sum fee of $1,800.00.

In addition to the Basic Services as set forth in Exhibit "A," we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us on the basis of our hourly billing rates. 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.

The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit "B," "Terms and Conditions (Design Phase)," attached hereto.

This proposal, together with attached Exhibits A and B constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

If this proposal, together with its governing Terms and Conditions, 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 an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. This proposal will remain open for acceptance until April 30, 2013, unless modified by us in writing.

Very truly yours,

C&S ENGINEERS, INC.

Ronald F. DeTota, II, P.E.
Manager Municipal Services Department

/gmm

Subscribed and sworn to before me

this 4th day of APRIL, 2013.

Susan Giordano
Notary Public

SUSAN GIORDANO
Notary Public in the State of New York
Qualified in Onon. Co. No. 4717900
My Commission Expires 4/31/15

ACCEPTED THIS _____ DAY OF

_____, 20____

BY: _____
Authorized Representative

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

MS4 SPDES PERMIT GP-0-10-002 YEAR 2012

OWNER: Town of Cicero

ENGINEER: C&S Engineers, Inc.

ENGINEER shall perform the following Basic Services after acceptance of ENGINEER's proposal by OWNER:

1. ENGINEER shall prepare on behalf of OWNER the NYSDEC Phase II Annual report as required in Permit GP-0-10-002 for identified MS4's.

2. ENGINEER shall briefly review the highlights of the Annual Report at a Town Board meeting; date to be determined.

3. ENGINEER shall submit Annual Report to the NYSDEC on behalf of OWNER.

EXHIBIT "B"
TERMS & CONDITIONS (Design 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

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 Section 2.01.

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, 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 for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

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

D. Furnish to Engineer, as required 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 restrictions; and

7. Other special data or consultations not covered in Section 3.01; all of which Engineer may use and rely upon in performing services under this Agreement.

E. Arrange for access to and make all provisions for Engineer and any necessary equipment to enter upon public and private property as required for Engineer to objectively and independently perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of Engineer.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may

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require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

I. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

J. Furnish to Engineer data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services pursuant to paragraphs G through I inclusive) so that Engineer may make the necessary findings to support opinions of probable Total Project Costs.

K. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any constituent of concern or any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.

L. Place and pay for advertisement for Bids in appropriate publications.

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

N. Furnish, or direct Engineer to provide, Additional Services as stipulated in Section 3.01.

O Except as provided in paragraph N, bear all costs incident to compliance with the requirements of this Section 4.01.

5.01 Termination

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

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 Bidding (if the work is put out for bids) and the Construction Phases of the Project, Engineer will not be respon-

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sible 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 design 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. 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.

E. 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 Period of Service

A. 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.

B. The provisions of this Section 9.01 and the various rates of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. If execution of this Agreement and authorization to proceed with the Bidding or Negotiating Phase is delayed beyond the date and time frame established in the letter part of the agreement, or if Engineer's services are delayed or suspended for more than three (3) months by Owner or for reasons beyond Engineer's control, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

C. If Owner has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably.

D. 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 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.

10.01 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.

11.01 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 paragraph 11.01(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 11.01(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.

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C. This Section 11.01 shall survive any termination or cancellation of this Agreement.

12.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, 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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