

Memo

To: Supervisor, Town Board
From: Tracy
Date: May 8, 2014
Subject: Standard Work Day
Re: TBM: May 14, 2014

I am requesting Town Board approval for the following:

**RESOLUTION TO ESTABLISH STANDARD WORK DAYS FOR HONORABLE JUDGE BRUFFET
AND REPORT DAYS WORKED TO NYS AND LOCAL EMPLOYEE'S RETIREMENT SYSTEM
(Form RS2417-A)**

RESOLUTION:

Councilor _____ moved the adoption of a resolution to establish Standard Work Days for elected and appointed officials, and to report days worked to the NYS and Local Employee's Retirement System (RS2417-A) for Honorable David C. Bruffett, Jr. Motion was seconded by Councilor _____.
for Honorable David C. Bruffett, Jr.

Ayes - _____ and Noes - _____.

Please contact me before the Town Board Meeting (5/14/14), if you have any questions:

clerk@ciceronewyork.net

315-699-8109

May 8, 2014

Town of Cicero
8236 Brewerton Road
Cicero, NY 13039

Re: Secretarial and Greeter positions for 2014 Board of Assessment Review

Cicero Town Board Members:

Attached are the resumes and cover letters I received in regards to the open positions for this year. All three are extremely qualified.

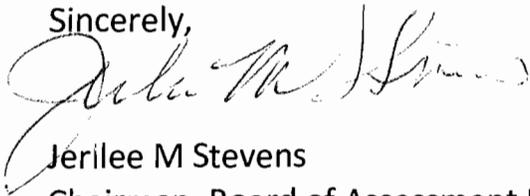
I conducted personal interviews with both Terri Dewey and Tracy Sadowski. Wendy Contos has worked with us in the past and I believe her resume was sufficient and no personal interview was warranted.

The resumes and cover letters were then presented to the entire BAR members for review and comments.

Our recommendations are that Terri Dewey be appointed as secretary as she is proficient in all needed skills and is also a resident of the Town of Cicero. While both Wendy and Tracy are suitable for the greeter position, we recommend Tracy Sadowski for our greeter to avoid any conflict of interest as Wendy works at the Town of Salina, although either are fine with us.

Thank you for your consideration on this matter and since our time is getting close I hope you will approve these positions at your next meeting.

Sincerely,



Jerilee M Stevens
Chairman, Board of Assessment Review

Terri Terino Dewey

[REDACTED]
Cicero, NY 13039
[REDACTED]

April 28, 2014

Town of Cicero
Assessment Review Board
8236 Brewerton Road
Cicero, NY 13039

Re: Secretarial Position

Dear Sir/Madam

It is my understanding that you have a secretarial position open for the Assessment Grievance Board Meeting. I am very interested in this position and am attaching my resume for your review. I hope to hear from you soon to see if an interview can be arranged. You may reach me at the contact information above. Thank you for your time and consideration.

Sincerely,



Terri Terino Dewey
Enc.

Tracy M. Sadowski

[REDACTED] Kirkville, NY 13082
[REDACTED]

April 30, 2014

JeriLee Stevens
Town of Cicero
8236 Brewerton Road
Cicero, NY 13039

RE: Greeter Position

Dear Ms. Stevens:

I am writing to apply for the Greeter position and I have attached my resume for your consideration. I was referred for this position by Paul Deischer, with whom I have worked for a number of years in the real estate field.

Throughout my career, I have developed excellent interpersonal and administrative skills in various reception, administrative, medical billing and assistant positions. I enjoy greeting people and being of assistance to them. I am highly organized, efficient, detailed oriented and have the ability to do all of this in a fast-paced environment. I am extremely proficient in Microsoft Office programs, as well as a number of many other software packages. I am confident that my personal and professional experience will make me an excellent Greeter for The Town of Cicero.

With excellent organizational and communication skills, an outstanding work ethic, and the ability to work in both team-oriented and self-directed environments, I am positioned to exceed your expectations. I would welcome an opportunity to meet with you to discuss my qualifications and candidacy in further detail. Thank you for your consideration.

Sincerely,



Tracy M. Sadowski

78+9

TO: Town Board
FROM: Jody L. Rogers, Director
DATE: May 9, 2014
RE: Seasonal Staff Appointment

ADDITIONAL STAFFING:

Andrew Osborne
Hire Title: Park Laborer
Hire Rate: \$8.75/hour
Hire Date: May 27
Budget Code: A7110.11/A7150.11

AGENDA

TO: Town Board

FROM: Jody L. Rogers, Director

DATE: May 8, 2014

RE: **Agenda 5/14/14**

STAFF APPOINTMENTS:

Position: Recreation Leader

Pay Rate: \$12/hour; B7140.1

Hire names: Jennifer Foley

Start Date: June 16, 2014

Position: Recreation Attendant

Pay Rate: \$9.75/hour; B7140.1

Hire names: Gannon Andrews, Haley Wodarczyk (returning)

Start Date: June 16, 2014

Position: Recreation Attendant

Pay Rate: \$8.75/hour; B7140.1

Hire names: Thomas Bartyzel, Marina Fay, Alicia Sherlock, Kathryn Scott (new)

Start Date: June 16, 2014

Position: Recreation Leader

Pay Rate: \$9.75/hour; B7140.12

Hire names: Christine Fleury (new)

Start Date: June 16, 2014

Position: Recreation Attendant for Extended Day Camp

Pay Rate: \$8.75/hour; B7140.12

Hire names: Jacquelyn Kleist

Start Date: June 16, 2014

Position: Recreation Attendant

Pay Rate: \$8.75/hour; B7140.1, B7150.12, B7020.11

Hire name: Briana Echols

Start Date: June 16, 2014

Position: Swimming Facilities Manager

Pay Rate: \$10.50/hour; A7150.1

Hire names: Nicholas Snow

Start Date: June 1, 2014

Position: Assistant Swimming Facilities Manager; Learn to Swim Coordinator

Pay Rate: \$10/hour; A7150.1

\$10/hour; B7150.12 (during Learn to Swim Lessons)

Hire names: Mitchell Bower

Start Date: June 1, 2014

Position: Lifeguard

Pay Rate: \$8.75/hour; A7150.1

\$9.75/hour; B7150.12 (during Learn to Swim Lessons)

Hire names: Richard Blackburn, Zach Dengos, Tyler Lawrence, Jacob Mekker, Andreu Nutter, Mackenzy Nutter

Start Date: June 1, 2014

Position: Park Laborer

Pay Rate: \$8.75/hour; A7110.11

Hire name: Dan Gulino

Start Date: May 27, 2014

Position: Park Laborer

Pay Rate: \$8.75/hour; A7110.11

Hire name: Zachary Maurer

Start Date: June 30, 2014

PURCHASE APPROVALS:

ITEM: Professional Services for Construction and Bid Documents for Central Park Playground Project – DASNY grant (Concept drawing portion approved in 2013)

VENDOR: Maxian and Horst

AMOUNT: \$6640

Budget Code: A7110.459

ITEM: Lumber, concrete miscellaneous hardware for benches (part of Central Park Playground Project DASNY Grant)

VENDOR: Home Depot

AMOUNT: \$2,000 Not to exceed

Budget Code: A7110.459

ITEM: Lighting and miscellaneous switches for light controls at Skyway Park Pavilion (paid by North Syracuse Little League participant fee fund)

VENDOR: Sparky's Residential Electric

AMOUNT: \$2,429.29

Budget Code: A7100.45NL

Other Quote: Mac Electric \$3151.55

ITEM: School Use for Winter & Spring Programs via program fees

VENDOR: NSCSD, Treasurer

AMOUNT: \$3,368

Budget Code: B7020.44

ITEM: Replace 2002 Chevrolet dump truck with plow with 2015 Ford F350 with v-plow off of State Contract.

Justification: The truck has seen 13 winters of plowing and has extensive under carriage rust. It was purchased in 2002 for \$34,438 and we have spent over \$13,200 to date on repairs. It has mechanical problems and is nickel diming us with repairs. The metal dump box which is critical to our operation is worn thin and will need extensive welding to build up the bed of the box. In evaluating the trucks longevity we have determined that it will not hold up to another season of hauling equipment, hauling materials and plowing. It has been listed on the long range plan for replacement in 2013 but was not included in that budget. NOTE: This truck was in my original budget submission for 2014 but was removed after discussions with Jim Rowley, Budget Officer and Jim Corl for leasing/BAN purchase in 2014.

VENDOR: Van Bortel Ford

AMOUNT: \$47,496.30 (NY State Contract #E-12-13-PFTH)

Budget Code: A7110.2

Other Quotes not from State Contract:

Burdick Ford \$51,132.50

Delacy Ford \$51,319 (price with straight blade plow)

Tracy

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Jessica Zambrano

To: Jessica Zambrano, Supervisor
Cicero Town Board Members

From: Sharon M. Edick, Receiver of Taxes

Re: 2014 Training Seminar for Tax Receivers

I would like to request permission to attend the New York State Association of Tax Receivers and Collectors seminar, June 8 to June 11 at the DoubleTree, Syracuse. This program is a necessity for me in my position as a Tax Receiver.

I am requesting the daily commuter fees which total \$340.00 and are in my budget. This is a great program for me to partake in as a Receiver, as it avails me to all the new changes in legislation and laws that govern my fiduciary responsibilities. There are many changes happening regarding Star exemptions, rebates, 2% caps and the many correction of errors that these will be creating this year. I need to be knowledgeable about how to react to all incorrect tax bills and we will be taught the proper procedures to rectify the homeowner's bills and the warrants.

I will also be attending as the Association's Secretary and as the Director for Cayuga, Jefferson, Onondaga, Oswego and Seneca counties.

New York State Association of Tax Receivers & Collectors
2014 Annual Training Seminar
DoubleTree by Hilton, East Syracuse, NY
June 8 - 11, 2014

PLEASE RETURN ENTIRE FORM TO: Association of Towns, 150 State St., Albany, NY 12207

Registration Fee: \$90.00 (Members) / \$115.00 (non-Members) (payable to ASSOCIATION OF TOWNS)

1 Day Commuter - \$50.00 Mon Tues. Wed. includes Lunch & Breaks

1. NAME Sharon M Esic TITLE Receiver of Taxes

TOWN Cicero COUNTY Onondaga

ADDRESS: 8236 Brewerton Rd

CITY, STATE, ZIP Cicero NY

Daytime Phone: (315) 699-2756 Home Phone: (315) 699-4053

Fax: (315) 699-9562 E-mail: SEDIER@CICERO.NY.NE.T

Spouses Name (if applicable) _____

2. PLEASE RESERVE THE FOLLOWING ROOM(S): (deposit of \$125 per person) DEPOSIT made payable to the DoubleTree by Hilton IS REQUIRED UNLESS CREDIT CARD INFORMATION IS INCLUDED.

_____ \$549.72 Single Official _____ \$393.72 pp Dbl Officials _____

_____ \$549.72 Official/\$222.72 Spouse (Includes tax and gratuity) (Include spouse's name on form)

I will be rooming with: _____ Handicapped _____

The above rates include room, three breakfasts, two lunches, three dinners, breaks and gratuities.

3. I will be arriving on _____ around _____ p.m. and will depart on _____.

4. Credit Card _____ Number _____

Expiration Date: _____

Signature _____

Cut-off for room reservation is May 15, 2014.

Cancellation to avoid loss of deposit must be made 7 days prior to arrival. Please call 518-523-3353.

5. PLEASE COMPLETE THE TAX EXEMPT FORM ON THE BACK OF THIS FORM.

6. IF YOU CHOOSE, ATTACH COMPLETED VOUCHER FOR FINAL PAYMENT.

7. PLEASE NOTE: Cancellations received 10 days prior to event will be refunded, less a \$10.00 processing fee.
NO REFUNDS AFTER THAT DEADLINE.

8. If arriving Saturday, room rates are: \$109 single / \$114 double upon availability. You must contact the hotel to make your own reservation for Saturday night. Please mention you are with the Association of Towns room block.

Questions? Please call Patty Kebea, Executive Meeting Coordinator - 518-465-7933

From: Toni Murphy [<mailto:tmurphy@eastgreenbush.org>]
Sent: Tuesday, May 06, 2014 12:07 PM
To: 'Sharon Edick'; Schnurbusch, Nancy
Subject: FW: conference

From: Patty Kebea [<mailto:pkebea@nytowns.org>]
Sent: Tuesday, May 06, 2014 10:11 AM
To: Toni Murphy
Subject: RE: conference

You are only 2 weeks to go before the hotel cutoff. Each dinner price is \$32.95 for now. Checks payable to the Association of Towns.

Patty

From: Toni Murphy [<mailto:tmurphy@eastgreenbush.org>]
Sent: Tuesday, May 06, 2014 9:14 AM
To: Patty Kebea
Subject: conference

Good morning Patty, I was asked the price for a commuter to attend dinner, can you let me know. What is the registration up to? Thanks Toni

September 12, 2013

Jody Rogers
Town of Cicero
8236 S. Main Street
Cicero, New York 13039

Re: Central Park Renovations
Town of Cicero, NY

Dear Jody:

We are pleased to submit the following proposal for professional services regarding Central Park Renovations to the tennis court area. Based on our meeting on site we see the following as the scope of work and services involved:

Scope of Work

- Prepare Conceptual Design and Construction Documents for the renovations to the tennis court area at Central park. The Town of Cicero wishes to eliminate the existing paved tennis court area to replace it with additional parking, ½ basketball court, playground and associated site facilities such as drainage, fencing, benches etc..

Scope of Services

- A. Conceptual Design:
1. Prepare a base map from provided survey and field verification. Based on agreed program definition and site analysis develop 2 - 3 conceptual designs for the program items. Meet and present plans to Town officials for discussion. Incorporate comments from meeting into final concept plan.
 2. Prepare conceptual cost estimate.
- B. Construction Documents:
- Prepare construction documents from approved concept plan for the Town of Cicero to receive competitive bids. Documents shall include:
1. Demolition Plan: Identify all items to be removed from the site.
 2. Grading Plan and Drainage: Show proposed grades for pavement improvements.
 3. Layout Plan: Provide dimensional drawing to locate and identify all facilities required for accurate construction.

*TB APPROVED
10/9/13*

FIRST STAGE \$2360 CONCEPTUAL PLAN

EM 10/18/13 w/ P.O. # 19802

10/18/13 DUE TO WAITING FOR GRANT APPROVAL & END OF CALENDAR YEAR HOLD C.D. PO TILL 2014.

JRH

Friday April 25th, 2014 8:17 AM



71 Marsh Rd East Rochester, NY 14445 (585) 586-7705 Fax (585) 586-7706

Vehicle Purchase Proposal

Attention: Jody Rogers

Purchase Order#:

Cicero Youth Bureau
 P.O. Box 1517
 Cicero, NY 13039
 Phone: 315-699-5233 Fax: 315-699-5234

Quote# 16642
 2015 F-350 Cab-Chassis PL
 515

Item Description	Code	Qty	Your Price	MSRP
2015 F-350 XL Reg Cab 4x4 DRW 141" WB 60"CA	F3H	1	\$ 33,315.00	\$ 36,100.00
Green Gem Metallic	W6	1	\$ 0.00	\$ 0.00
6.7L Powerstroke Diesel V-8	99T	1	\$ 0.00	\$ 8,480.00
Electronic 6-Speed Automatic (Diesel)	44W	1	\$ 0.00	\$ 0.00
Axle, Limited Slip (Ratio 4.10)	X4N	1	\$ 0.00	\$ 360.00
LT245/75Rx17E BSW AT (Six) (XL/XLT/Lariat)	TBM	1	\$ 0.00	\$ 125.00
Cloth 40/20/40 Split Bench - (XL Only) (Regular Cab)	1	1	\$ 0.00	\$ 100.00
Power Equip Group on XL Only (Reg & Super Cabs)	90L	1	\$ 0.00	\$ 895.00
TowCommand Integrated Trailer Brake Controller	52B	1	\$ 0.00	\$ 270.00
Cab Steps (w/ Regular Chassis Cab)	18B	1	\$ 0.00	\$ 320.00
Snow Plow Package	473	1	\$ 0.00	\$ 85.00
Rugby 9' 2/3 Yard Crossmemberless Dump Body with Rugby HR520ED Double Acting Hoist; Power Up/Power Down, Amber revolving Cab Roof Mounted Light.		1	\$ 8,321.40	\$ 9,246.00
Delivery to Onondaga County		1	\$ 0.00	\$ 0.00
Hitch Plate w/ 8 Ton 2" Ball Pintle, D-rings, & 7-way plug with 4 way plug combination BH82000/B38W/77S		1	\$ 630.00	\$ 700.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first.	Total Price:		\$ 42,266.40	
Quantity on this Order: 1	Grand Total:		\$ 42,266.40	
Suggested Items Below	Code	Qty	Your Price	MSRP
Boss 8' Super Duty Straight Blade Plow, Installed		1	\$ 4,590.90	\$ 5,101.00
Boss 8'2" Power V Plow		1	\$ 5,229.90	\$ 5,811.00

To place an order please sign and date this proposal and return it to
 Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: _____ Title _____ Date _____

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: Joe Marchese Quote: 16642

Tracy 10

Date: May 14, 2014

Please check with Jessica
for final
agenda

Highway Department Agenda Items

Request approval for the following items:

(A) ITEM: 220' of 35" x 24" of 14 ga. solid aluminized cmp pipe & bands & 80' of 30" solid cmp pipe & 100' of 49" x 33" solid cmp pipe

JUSTIFICATION: pipe replacement- Farmgate Path,

Wooderton Path, Wickham Dr. N., & Braniff Circle-

ORDERED AND DELIVERED PER SUPERVISOR ZAMBRANO

VENDOR: Steel Sales

AMOUNT: \$13,700.00

ACCOUNT CODE: DB511045

OTHER QUOTE:

OSWEGO TOOL: \$15,074.62

(B) ITEM: 2- 2015 Mack Granite GU712-6-wheelers

JUSTIFICATION: as per the equipment purchase plan

VENDOR: Beam Mack

AMOUNT: \$390,925.78

ACCOUNT CODE: DB51422

10/11

(C)ITEM: repair to rear gate uprights-both sides truck #12

VENDOR: Schneider Brothers

AMOUNT: \$1,675.00

ACCOUNT CODE: DB513057

Other quote: JPW \$2258.00

**(D) ITEM: 1,225 lbs. grass seed (35 bags), 80 bales mulch, 40 2.5 bags fertilizer
(covers approx.120,000 sq.)-county bid**

VENDOR: Merrit Seed

AMOUNT: \$3,500.00

ACCOUNT CODE:DB514041

(E) ITEM: Traffic paint & glass beads

VENDOR: Crossroads Highway

AMOUNT: \$19,600.00

ACCOUNT: A33104

Other quotes:

Sherwin Williams \$19,800.00

Franklin Paint \$20,100.00

(F)ITEM: S750 Bobcat Skid-Steer Loader

VENDOR: Bobcat of Central NY

AMOUNT: w/trade-in..... \$1.00

ACCOUNT: Petty Cash

PLEASE CALL CHRIS TO EXPLAIN THIS TRADE IN



Tracy



Product Quotation

Quotation Number: 17028D017466

Date: 2014-05-02 10:00:22

Ship to	Bobcat Dealer	Bill To
Town of Cicero Attn: Chris Woznica 8236 S. Main St. Cicero, NY 13039 Phone: (315) 699-2745	Bobcat of Central New York, East Syracuse, NY 6926 FLY ROAD EAST SYRACUSE NY 13057-9660 Phone: (315) 437-2829 Fax: (315) 437-5160 ----- Contact: Timothy Wile Phone: 315-437-2829 Fax: 315-437-5160 Cellular: 315-952-1301 E Mail: twile@bobcatofcny.com	Town of Cicero Attn: Chris Woznica 8236 S. Main St. Cicero, NY 13039 Phone: (315) 699-2745

Description	Part No	Qty	Price Ea.	Total
S750 Bobcat Skid-Steer Loader (IT4) 85 HP Turbo Interim Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Horn Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights	M0179	1	\$31,866.88	\$31,866.88
A91 Option Package Cab enclosure with Heat and AC High Flow Hydraulics Sound Reduction Hydraulic Bucket Positioning Power Bob-Tach Deluxe Instrument Panel Keyless Start	M0179-P01-A91	1	\$6,143.36	\$6,143.36
74" C/I Bucket	6731409	1	\$659.20	\$659.20
--- Bolt-On Cutting Edge, 74"	6718007	1	\$189.36	\$189.36
Total of Items Quoted				\$38,858.80
Trade-in 2013 Bobcat S750				(\$38,857.80)
Quote Total - US dollars				\$1.00

Notes: **Due to the current market for used equipment we are able to offer you a 1 time trade in for a similar skid-steer as your 2013 Bobcat S750 at a cost of one dollar.**

Thanks Tim Wile

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

Jessica Zambrano

From: MarkPremo@ongov.net
Sent: Thursday, May 08, 2014 4:11 PM
To: Jessica Zambrano
Cc: jfensken@bryantpc.com; DavidCooper@ongov.net; ChristopherLeak@ongov.net
Subject: Speed reductions for Northern Blvd and Island Road
Attachments: Thompson Speed Reduction Sketch05.pdf

Hello, Jessica,

I'm following up on our conversation of Tuesday morning of this week. As we progress towards the final plans and ultimately bidding the Thompson Road Project for construction, I would like to request a speed reduction for two legs of the aforementioned intersection. Since Cicero is a suburban town, the power rests with your office and the Town Council to reduce the current speeds within your Town. To wit, I am proposing that the northerly approach to the intersection on Northern Blvd. adjacent to the Tottman Road intersection be reduced to 45 mph. The portions of Northern Blvd southbound from the intersection will remain at 55 mph. I am proposing reducing the west bound approach on Island Rd. toward the intersection be reduced from 45 mph to 35 mph from approximately 750 feet east of the intersection of Joss Farm Way with Island Rd.

Please see the attached sketch for clarity of my request.

Very truly yours,

Mark

(See attached file: Thompson Speed Reduction Sketch05.pdf)

Mark D. Premo, P.E., P.T.O.E.

Deputy Commissioner of Transportation - Engineering Onondaga County Department of Transportation John H. Mulroy

Civic Center, 11th Floor

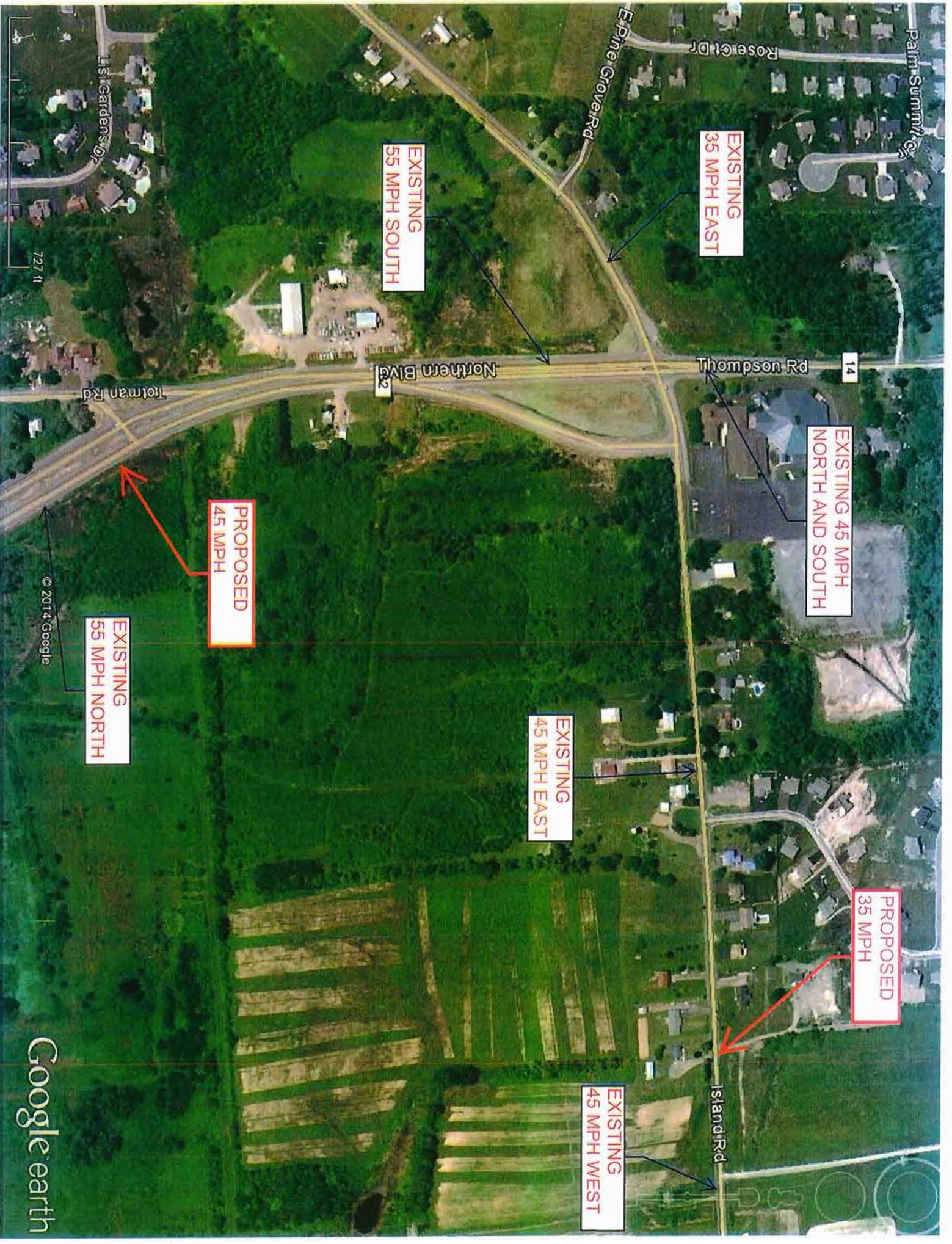
421 Montgomery Street

Syracuse, New York 13202

Phone: 315-435-3205

Fax: 315-435-5744

markpremo@ongov.net



Palm Summit Cir

Rosecl Dr

E Pine Grove Rd

EXISTING
35 MPH EAST

EXISTING 45 MPH
NORTH AND SOUTH

Thompson Rd

14

EXISTING
55 MPH SOUTH

Northern Blvd

9

PROPOSED
45 MPH

EXISTING
55 MPH NORTH

EXISTING
45 MPH EAST

PROPOSED
35 MPH

Island Rd

EXISTING
45 MPH WEST

U St Gardens Dr

727 ft

Tretman Rd

© 2014 Google

Google earth

Memo

To: Supervisor, Town Board, Zoning/Planning, Police
From: Tracy
Date: April 24, 2014
Re: James H. Spire American Legion Post 787 - Parade Permit
TBM: May 14, 2014

Please find attached the Application for the Town of Cicero Parade Permit for the American Legion Post 787, Memorial Day Parade, to be held Monday, May 26, 2014 at 9:00 a.m.
 If you have any questions, please feel free to contact me 699-8109 or clerk@ciceronewyork.net.

Thank you
 Tracy

Motion read by Councilor Becallo (Liaison):

Councilor Becallo moved the adoption of a resolution to approve and for the supervisor to execute the Town of Cicero Parade Permit, for the James H. Spire, American Legion Post 787 Memorial Day Parade, to be held Monday, May 26, 2014 at 9:00 a.m. The Route of Procession will start at the Cicero Cemetery on Rt. 11; proceed south, to the American Legion Post on Legionnaire Drive. Also, to approve an expenditure in the amount of \$500.00 to help defer the cost of the Memorial Day Parade and Ceremonies. Motion was seconded by _____.

Ayes _____ and Noes _____

Tracy 17

Jessica Zambrano

From: Jessica Zambrano
Sent: Monday, May 12, 2014 4:55 PM
To: Mark Venesky; Mike Becallo; Tim Burtis; Vern Conway
Subject: FW: NYSDEC SPDES

Tim: By copy of this memo, I am taking the liberty of sending this to the Town Board. I had already discussed this issue with Vern, who is the liaison for the Codes Department and he is OK with this work getting done. We are close to the deadline, so we need to act and get the report in the NYSDEC—or face penalties. Richard is not yet in a position to complete the SPDS report. Thanks. Jessica

From: Douglas Wickman [<mailto:dwickman@cscos.com>]
Sent: Friday, May 09, 2014 11:08 AM
To: Richard Hooper
Cc: Bruce Letts
Subject: NYSDEC SPDES

Richard

In past years we have been requested to assist with the preparation of the annual report on Town efforts relative to the SPDES Phase II program that is required to be submitted on June 1, 2014. Last year the authorization was for \$1,800 maximum and we can provide the same service this year for the roughly the same amount. As the codes office becomes more familiar with the requirements, it may be possible for the Town to take over this effort next year, in whole or in part.

Assuming you would like to proceed, we would need to be authorized on May 14th, be prepared to discuss the report as required during the May 28th meeting, and submit the report before June 1st. If you will be adding this to the agenda, I will ask Bruce to prepare the agreement and send it to all of the Board members on Monday.

A typical resolution could read:

“Move the adoption of a resolution to approve C&S Engineers, Inc. to provide engineering services for the preparation of the NYSDEC SPDES (New York State Department of Environmental Conservation State Pollutant Discharge Elimination System Program) Phase II Annual Report and associated services for the permit year, March 10, 2013 to March 9, 2014, for a fee not to exceed \$1,800, as required by the NYSDEC and authorizing the Supervisor to execute the associated contract.”

Please contact me if you have any questions.

Thanks,



www.cscos.com

Douglas R. Wickman, P.E.

Senior Principal
C&S Engineers, Inc.
dwickman@cscos.com
office: (315) 455-2000
cell: (315) 415-4030

BOND RESOLUTION DATED MAY 14, 2014.

A RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP TRUCK AND SENIOR CITIZENS' BUS FOR THE TOWN OF CICERO, ONONDAGA COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$97,100 AND AUTHORIZING THE ISSUANCE OF \$97,100 SERIAL BONDS OF SAID TOWN TO PAY THE COST THEREOF.

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Cicero, Onondaga County, New York, as follows:

Section 1. The purchase of a dump truck and senior citizens' bus for the Town of Cicero, Onondaga County, New York, is hereby authorized at a maximum estimated cost of \$97,100. The cost of the dump truck is \$47,500 with a period of probable usefulness of fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. The cost of the senior citizens' bus is \$49,500 with a period of probable usefulness of five years, pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will not exceed five years.

Section 2. It is hereby determined that the plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$97,100 bonds of the Town, hereby authorized to be issued therefor, pursuant to the provisions of the Local Finance Law allocated as set forth in Section 1.

Section 3. The faith and credit of said Town of Cicero, Onondaga County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said

Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 6. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 7. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 8. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town designated for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 9. This resolution takes effect immediately

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on May 14, 2014, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Cicero, Onondaga County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Cicero, New York,

_____, 2014.

Town Clerk

BOND RESOLUTION DATED MAY 14, 2014.

A RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP TRUCK AND SENIOR CITIZENS' BUS FOR THE TOWN OF CICERO, ONONDAGA COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$97,100 AND AUTHORIZING THE ISSUANCE OF \$97,100 SERIAL BONDS OF SAID TOWN TO PAY THE COST THEREOF.

Objects or purposes:	Purchase of a dump truck (\$47,500) and senior citizens' bus (\$49,500)
Period of probable usefulness:	dump truck - 15 years; senior citizens' bus – 5 years (limited to 5)
Amount of obligations to be issued:	\$97,100 serial bonds



ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142
tel 212-606-5000
fax 212-606-5151
WWW.ORRICK.COM

May 14, 2014

Thomas E. Myers
(212) 506-5212
tmyers@orrick.com

VIA E-MAIL (jzambrano@ciceronewyork.net)

Ms. Jessica Zambrano
Supervisor
Town of Cicero
8236 Brewerton Road
Cicero, NY 13039

Re: Town of Cicero, Onondaga County, New York
Purchase of Dump Truck and Senior Citizens' Bus
\$97,100 Maximum Estimated Cost
Orrick File: 42290-2-6

Dear Ms. Zambrano:

Enclosed please find a form of bond resolution to be considered for adoption at your meeting scheduled to be held on May 14, 2014.

You will also find enclosed form for the Legal Notice of Estoppel. Please see that the entire copy of the Legal Notice of Estoppel is published once as soon as possible in the official newspaper designated for this purpose.

Please note that posting of this Notice is **NOT** required.

As soon as available, please furnish us with the following:

- 1) An **ORIGINALLY** certified copy of the bond resolution, showing the vote taken thereon.
- 2) An **ORIGINAL** printer's affidavit of publication of the Legal Notice of Estoppel.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

TEM/es

Enclosures

cc: Mr. Benjamin Maslona

BOND RESOLUTION

At a regular meeting of the Town Board of the Town of Cicero, Onondaga County, New York, held at Town Hall, in Cicero, New York, in said Town, on the 14th day of May, 2014, at _____ o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, there were

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:



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

May 13, 2014

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, 2013 to March 9, 2014

File: 110.102.014

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 2013 (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.

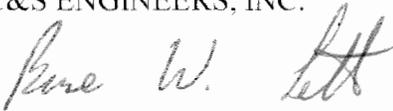
In addition to the Basic Services as set forth in Exhibit "A", we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us on the basis of our hourly 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 May 25, 2014, unless modified by us in writing.

Very truly yours,
C&S ENGINEERS, INC.

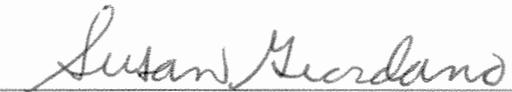


Bruce Letts, P.E.
Principal Engineer

/rpf

Subscribed and sworn to before me

this 13th day of MAY, 2014.



Notary Public

SUSAN GIORDANO
Notary Public in the State of New York
Qualified in Onon. Co. No. 4717900
My Commission Expires 1/31/15

ACCEPTED THIS _____ DAY OF

_____, 20____

BY: _____
Authorized Representative

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

MS4 SPDES PERMIT GP-0-10-002 YEAR 2013

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. Information needed will be provided by the Town and the CNY Stormwater Coalition.
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

EXHIBIT "B"
TERMS & CONDITIONS (Design Phase)

may be raised by Contractor(s), such auditing service as Owner may 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)

EXHIBIT "B"
TERMS & CONDITIONS (Design Phase)

and 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 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.

F. Owner acknowledges that

(i) Engineer is not recommending any action to Owner or other obligated person hereunder that would cause Consultant to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

(ii) Engineer does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to Owner or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

(iii) Owner or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that Owner or other obligated person deems appropriate before acting on this information or material.

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

EXHIBIT "B"
TERMS & CONDITIONS (Design Phase)

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.

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.

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

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may be raised by Contractor(s), such auditing service as Owner may 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:

I. 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)

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and 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 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.

F. Owner acknowledges that:

(i) Engineer is not recommending any action to Owner or other obligated person hereunder that would cause Consultant to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

(ii) Engineer does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to Owner or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

(iii) Owner or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that Owner or other obligated person deems appropriate before acting on this information or material.

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

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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.

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.