

**NYS DEPARTMENT OF STATE
OFFICE OF COASTAL, LOCAL GOVERNMENT AND COMMUNITY SUSTAINABILITY**

**CHECKLIST FOR NEW ENVIRONMENTAL PROTECTION FUND AND
CLEAN WATER/CLEAN AIR BOND ACT AGREEMENTS**

- Review the Face Page of the Agreement to confirm that all information entered is correct (Contractor Name & Address, Federal Tax ID number, State Share Amount, Local Share Amount).
- Verify that the contract period listed on the Face Page reflects the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement and will not be eligible to be used as local share.
- Review the budget in Appendix B to confirm that the costs anticipated for this project are accurately reflected.
- Review the project description and work program tasks in Appendix D to confirm that project is accurately reflected.
- In Appendix F, verify that the contact information of the person signing the Agreement is correct.
- Review all other sections and appendices of the Agreement and let us know if you have any questions or concerns before signing and submitting the Agreement.
- If you need to make any minor corrections to the information on the Face Page and/or Appendix F, please indicate so in your transmittal letter to DOS (please do not handwrite changes into the Agreement).
- If you would like to request revisions to the budget, work program or any other part of the Agreement, notify us by letter or email (please do not handwrite changes into the Agreement). We will review the suggested changes and if approved, we will forward revised pages or a revised Agreement.
- Once the entire Agreement has been reviewed and found to be acceptable, the person authorized to execute this Agreement should sign all three signature pages and have them notarized. These pages must be notarized on the same day that they are signed and each page must contain original signatures and notaries in blue ink. Note that signature pages which contain white out cannot be accepted.
- Please do not sign and notarize Appendix X (Modification Agreement) - this page should be left blank.
- Complete the Contract Administration Update Form, making sure that the correct people are listed and verify and/or provide all contact information (name, title, address, phone, fax, email).
- Assemble the contract package as follows:
 - Your transmittal letter to DOS.
 - The Contract Administration Update Form.
 - All three original signatures pages.
 - The entire Agreement.
- Make a copy of the contract package for your records/project file before submitting the originals.
- Submit the original contract package to the following address for processing:

Laurissa Parent, Secretary 1
NYS Department of State
Office of Coastal, Local Government
and Community Sustainability
One Commerce Plaza
99 Washington Avenue - Suite 1010
Albany, NY 12231-0001

Once received, we will forward the Agreement to our Contracts Administration Unit who will have it executed by the Department of State, Office of the Attorney General and if necessary, the Office of the State Comptroller (OSC). This process usually takes two to three months. When fully executed, a copy of the Agreement will be returned to you.

FACE PAGE

| |
|---|
| STATE AGENCY (Name and Address): |
| NYS Department of State One Commerce Plaza 99 Washington Avenue - Suite 1010 Albany, NY 12231-0001 |

| | |
|--|----------------|
| NYS COMPTROLLER'S #: | C007010 |
| ORIG. AGENCY CODE: | 19000 |
| TYPE OF PROGRAM: Environmental Protection Fund Act - 2009 LWRP | |

| |
|---|
| CONTRACTOR (Name and Address): |
| Town of Cicero PO Box 1517 Cicero, NY 13039 |

| |
|--|
| STATE SHARE FUNDING AMOUNT FOR INITIAL PERIOD \$125,000 |
| LOCAL SHARE FUNDING AMOUNT FOR INITIAL PERIOD \$125,000 |

| |
|---|
| FEDERAL TAX IDENTIFICATION NUMBER: 15-6000898 |
| MUNICIPALITY # |

| |
|--|
| INITIAL CONTRACT PERIOD: |
| FROM: December 15, 2010 TO: December 14, 2013 |

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT

| | |
|----------------------------------|---|
| APPENDIX A: | Standard clauses as required by the Attorney General for all state contracts |
| APPENDIX A1: Including | Agency-specific clauses Attachment 1 - Final Project Summary Report Attachment 2 - Minority and Women-owned Business Enterprises (MWBE) Program Quarterly Contractor Report Attachment 3 - Project Status Form Attachment 4 - Procurement Certification |
| APPENDIX B: | Budget |
| APPENDIX C: | Payment and Reporting Schedule |
| APPENDIX D: | Program Work Plan |
| APPENDIX F: | Notices |
| APPENDIX G: | Electronic Payments |
| APPENDIX X: | Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) |

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C007010

CONTRACTOR

Town of Cicero

By: _____

(Print Name)

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State

By: _____

(Print Name)

Title: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of _____)ss:

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL:

Title: _____

Date: _____

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C007010

CONTRACTOR

Town of Cicero

By: _____

(Print Name)

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State

By: _____

(Print Name)

Title: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of _____)ss:

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL:

Title: _____

Date: _____

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C007010

CONTRACTOR

Town of Cicero

By: _____

(Print Name)

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State

By: _____

(Print Name)

Title: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of _____)ss:

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL:

Title: _____

Date: _____

Approved:

Thomas P. DiNapoli

State Comptroller

By: _____

Date: _____

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the Face Page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the Face Page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the Face Page attached and all of the marked appendices identified on the Face Page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work Plan (Appendix D) in accordance with: provisions of this AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the Face Page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate this AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of this AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under this Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

(June 2006)

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If

this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization

of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major

repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

- I. This Agreement has been entered into pursuant to the following understandings:
 - A. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
 - B. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
 - C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
 - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
 - E. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
 - F. The 2009 "Request for Applications" required the Applicant to budget for costs associated with training for projects.
 - G. Where Contractor is required to attend training session(s) in Appendix D, Program Work Plan, the Contractor agrees to participate in the designated training session(s). The Department will notify the Contractor when training session(s) will be held. The Contractor agrees to submit payment for the required registration fee(s) in accordance with the notification letter from the Department.
 - H. Failure of the Contractor to transmit the registration fees or attend the training session(s) will result in the withholding of payments in the amount of the registration fee(s) and could result in this contract being terminated. In no case should the funds allocated for training be used for any other purpose without prior approval of the Department.
- II. General
 - A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.
 - B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed.
 - C. No liabilities incurred prior to the contract period will be eligible under this Agreement.
 - D. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
 - E. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the Initial Contract Period of this Agreement may be extended by up to two contract periods not to exceed twelve months each. The parties shall revise or

complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.

- F. To modify any terms of this Agreement within an existing period, the parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
- G. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- H. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
- I. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment.
- J. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Work Plan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- K. The Contractor shall submit a Quarterly Contractor Report (Appendix A1, Attachment 2) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XVI in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.
- L. The Contractor shall submit a "Project Status Report" (Appendix A1, Attachment 3) on a six month basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

III. Additional Requirements for Construction Projects

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- C. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

- D. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

V. License to use and reproduce documents and other works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
- H. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - a. If such insurance contains an aggregate limit, it shall apply separately to this location.
 - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
- I. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

VII. Property

- A. Pursuant to the provisions set forth in Section V, Page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use

and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

VIII. Date/Time Warranty

- A. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
- B. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
- C. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

IX. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents' fishing and hunting license fees.

X. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

- A. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent

usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.

- B. The Contractor agrees to own a property interest sufficient to maintain and operate the project in **perpetuity**. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

XI. Subcontracting Requirements

- A. The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D, subject to prior written approval by the Department of any subcontractor and the terms of any subcontract. Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

XII. Compliance with Procurement Requirements

- A. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and goods and equipment involving not more than \$10,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to any additional requirements imposed by the State as set forth in Appendix D hereof.
- B. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all goods and equipment contracts involving more than \$10,000. In the case of contracts by municipalities for service, labor, and construction involving not more than \$35,000 and goods and equipment contracts involving not more than \$10,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.
- C. All contracts by non-municipal entities such as a community-based organization, shall have its chief legal officer or financial administrator certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

XIII. Requirements for Contract GIS Products (2/04)

- A. GENERAL MAP PRODUCT REQUIREMENTS — The following general cartographic requirements must be adhered to by the Contractor:
1. Map Products -- The Department requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. If analog map products are required by the RFP, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.
 2. Deliverable Format -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD or DVD, 3.5" floppy diskette media, external hard drive, via e-mail attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in ArcInfo/GIS export format (.e00) or ArcView shape file format on the same media types upon approval of the Department. All other digital formats require prior

approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.

3. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
4. Map Accuracy -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
5. Datums -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

B. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS — The following cartographic construction requirements must be adhered to by the Contractor:

1. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
2. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
3. Point Duplication -- No duplication of points that occur within a data string is permitted.
4. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
5. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
6. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
7. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.

8. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

C. ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS — The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.

1. Base Map Media -- All maps must be created on mylar or other stable base material.
2. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
3. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
4. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.
5. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

D. CONTRACT DATABASE STANDARDS

1. Delivery Media — All database and tabular files must be provided on digital media as specified above in Deliverable Format.
2. Software Format – Database and tabular files can be provided in Corel Quattro, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
3. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The

Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.

- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department, as set forth in Appendix A1, Attachment 2.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.

- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-5741. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us> and click on NY ♡ BIZ. From the list on the top left of the page, click on Small and Growing Business and, from that drop-down menu, click on: Minority and Women-Owned Business. On the top of the page click on the heading "MWBE Directory."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

XVII. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

XVIII. Submission of all correspondence and documentation

- A. Unless otherwise stated in Appendix D, the Contractor agrees to provide the Department with the required products in the following formats. All products shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement and where applicable, reflect the Task # it relates to in the Appendix D.
 1. Draft products: two paper copies of each product must be submitted.
 2. Final products: two paper copies of each product must be submitted. In addition all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be

submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract #, and project title.

3. Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.

- B. Contractor agrees to provide the Department with original and one copy of payment request documentation as described in Appendix C.

XIX. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XX. Default and Termination

- A. The Department may terminate the Agreement in accordance with the terms and conditions in Section III of the Agreement.
- B. In addition to whatever other reserved rights it has to terminate the Agreement, the Department may terminate the Agreement when it is in the best interests of the State or (1) for cause, (2) for convenience, or (3) due to unavailability of funds.
- C. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
- D. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
- E. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
- F. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

XXI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement, or amendments thereto, allocates funds totaling \$50,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$50,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Office of Coastal, Local Government and Community Sustainability* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: _____
2. Name of Municipality: _____
3. Actual Project Costs:
 - a. State funds expended (identify source, eg. EPF, Clean Water/ Clean Air Bond Act, etc.): _____
 - b. Local funds expended: _____
 - c. Other funds expended: _____
4. Project Manager: Name: _____
 Title: _____
 Mailing address: _____

 Tel. number: () _____
 Fax number: () _____
 E-mail address: _____
5. Federal Tax Identification Number: _____
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
 - a. For a Planning Project describe the findings or recommended strategies.
 - b. For a Design Project describe what is to be built.
 - c. For a Construction Project describe what was built.
9. Project Measurable Results: To be completed on forms attached.
10. Project Documentation: The Department of State, *Office of Coastal, Local Government and Community Sustainability* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- ☑ For design projects, visuals of renderings and/or graphics that depict the final product.
- ☑ For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- ☑ For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

NYS Department of State • Minority and Women-owned Business Enterprises Program
 99 Washington Avenue Albany NY 12231-0001 • (518) 474 - 5741

Minority and Women-owned Business Enterprises (MWBE) Program Quarterly Contractor Report

INSTRUCTIONS:

1. Please prepare reports based on calendar quarters, or prepare one annual report.
2. Use a separate Report sheet for each contract or program area
3. Record the amount paid for each service/product for the time period identified below.
4. Send completed reports to the Minority and Women-owned Business Enterprises Program at the above address.

REPORT PERIOD

Report should cover a calendar quarter OR the program year. FROM: TO:
 Enter the inclusive dates of the quarter or for the program year. ↗ ↗ ↗

| <i>CONTRACTOR NAME</i> | | <i>PROGRAM</i> | <i>DOS CONTRACT NUMBER</i> | |
|--|--|--------------------------------|--------------------------------------|----------|
| <i>CONTRACTOR ADDRESS</i> | | | <i>Service Area of Contract Work</i> | |
| <i>NAME and TITLE of CONTACT PERSON (Please Print)</i> | | | <i>() TELEPHONE NUMBER</i> | |
| VENDOR NAME and ADDRESS | TYPE of VENDOR | DESCRIPTION of SERVICE/PRODUCT | AMOUNT PAID THIS PERIOD | COMMENTS |
| | <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | \$ | |
| | <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| | <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| | <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
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| | <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |

Project Status Form

RECIPIENT _____ CONTRACT # _____

PROJECT TITLE _____

Status Report Date: _____

| <u>Task</u> # | <u>Brief Task</u> <u>Description</u> | <u>A/T</u> | <u>Date of</u> <u>Completion</u> | <u>Percent of</u> <u>Completion</u> | <u>Task Accomplishments</u> | <u>Product</u> <u>Submitted</u> <u>to DOS</u> |
|------------------|---|------------|-------------------------------------|--|-----------------------------|---|
|------------------|---|------------|-------------------------------------|--|-----------------------------|---|

ADJUSTMENTS - Please indicate proposed adjustment(s) to work program/schedule, reason(s) for the proposed adjustment(s), and any other problems encountered during this reporting period:

Person to contact if we have questions about the information provided on this form:

Name: _____ Email Address: _____

Title: _____ Affiliation: _____

Phone: _____ Fax: _____

Certification to New York State Department of State that all State and Local and Private Procurement Requirements Have Been Met

(Check the paragraph that applies)

I hereby certify that I am the municipal attorney, chief legal officer or financial administrator for the

_____ and that the contract/procurement with _____, appended hereto pursuant in whole or in part to NYS

Department of State Contract No. _____, was awarded in accordance all requirements of law and the following provisions:

1. For Municipal Entities (except NYC or Borough):

_____ Applicable public bidding procedures of General Municipal Law §103 relating to the procurement for service, labor, and/or construction involving more than \$35,000 or goods and equipment involving more than \$10,000.

_____ Procedures established by this municipality pursuant to the General Municipal Law §104-b relating to the procurement for service, labor, and/or construction involving not more than \$35,000 or goods and equipment involving not more than \$10,000.

2. For New York City or Borough:

_____ Applicable public bidding procedures of General Municipal Law §103 and regulations of the Procurement Policy Board relating to the procurement for service, labor, and/or construction involving more than \$35,000 or goods and equipment involving more than \$10,000.

_____ Procedures established by the municipality pursuant to the General Municipal Law §104-b and regulations of the Procurement Policy Board relating to the procurement for service, labor, and/or construction involving not more than \$35,000 or goods and equipment involving not more than \$10,000.

3. For Not-for-Profit Organization or other entities not listed above:

_____ All requirements of law, including the NYS Not-for-Profit Corporation Law, the bylaws of this organization, and pursuant to a publicly advertised process to ensure the prudent and economical use of public funds to obtain maximum quality at a reasonable cost.

By: _____

Title: _____

Date: _____

APPENDIX B
BUDGET SUMMARY

| | |
|---|--------------|
| A. Salaries & Wages (including Fringe Benefits) | \$0.00 |
| B. Travel | \$0.00 |
| C. Supplies/Materials | \$0.00 |
| D. Equipment | \$0.00 |
| E. Contractual Services | \$250,000.00 |
| F. Other | \$0.00 |
| | |
| TOTAL PROJECT COST | \$250,000.00 |
| | |
| Total State Funds | \$125,000.00 |
| Total Local Share | \$125,000.00 |

Appendix B (Budget Detail Sheet)

| A. SALARIES & WAGES | | |
|---------------------|----------------------|---------------------------------------|
| <u>TITLE</u> | <u>ANNUAL SALARY</u> | <u>AMOUNT CHARGED TO THIS PROJECT</u> |
| | | |

SUBTOTAL \$0.00

| |
|-----------|
| B. TRAVEL |
|-----------|

SUBTOTAL \$0.00

| |
|-----------------------|
| C. SUPPLIES/MATERIALS |
|-----------------------|

SUBTOTAL \$0.00

| |
|--------------|
| D. EQUIPMENT |
|--------------|

SUBTOTAL \$0.00

| | |
|--|--------------|
| E. CONTRACTUAL SERVICES | |
| Consultant engineering services for design, permitting and supervision of construction . . . | \$57,000.00 |
| Contractor services for construction and installation of boardwalk | \$193,000.00 |

SUBTOTAL \$250,000.00

| |
|----------|
| F. OTHER |
|----------|

SUBTOTAL \$0.00

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment Schedule

- A. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Share Funding Amount. The final payment will be made upon satisfactory completion of the Project.
- B. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department documenting total project costs incurred to date, may be submitted.
 - 1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (2) the required work products, and (3) a properly executed State Voucher.
 - 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
 - 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Share and Local Share costs in the same proportions as Total State Share is to Total Local Share as set forth on the Face Page.
 - 4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above.
 - 5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.
- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.
- C. Payment requests shall be submitted to:

New York State Department of State
Office of Coastal, Local Government & Community Sustainability
One Commerce Plaza - Suite 1010
Albany, New York, 12231-0001
- D. Claimed expenditures must be in accordance with the project budget in Appendix B. Any changes to the cost categories contained in the Budget, Appendix B, in excess of 10% will require prior approval of the Department. If the total Contract amount is in excess of \$50,000, approval will also be required by the Office of the State Comptroller. No expenditures shall be allowed for items not set forth in the project budget.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the final payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

APPENDIX D

PROGRAM WORK PLAN

Contractor: Town of Cicero
Contract Number: C007010
Program Contact Person: Judy Boyke, Supervisor
Phone: 315-699-1414
Fax: 315-699-0039

Brewerton Revitalization: Riverside Boardwalk

1. Project Description:

The Town of Cicero (the Contractor) will design and construct a boardwalk along the Oneida River near its confluence with Oneida Lake, providing waterfront access and linking the waterfront to the hamlet of Brewerton. The project serves to implement the revitalization plan recently completed for Brewerton by enhancing waterfront access and community character. The boardwalk will extend approximately 400 linear feet from Riverfront Park in the west, under NYS Route 11 and along the Denman's Island channel to East Bennett Street.

Preparation of project plans and supervision of construction will be completed through consultant engineering services. Installation and construction of the improvements will be undertaken by contractor services procured by the Town. The Town's Waterfront Advisory Committee, previously established to help prepare the revitalization plan, will conduct the public outreach tasks under this agreement and provide project guidance. The Town will assure that project plans are acceptable to the Department of State prior to initiating construction. Successful completion of the project will be overseen by the Town Supervisor.

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the following acknowledgment:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund."

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of this Agreement and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product.
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract #, and project title.

- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with (Appendix A1-XXI).

4. Project Components

Task 1: Project Kick-off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, attendance at NYS Community Seminar Series training sessions, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project kick-off meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) for consultant design and engineering services, including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 3: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP.

At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer or licensed professional architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of procurement procedures.

Task 4: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the consultant(s) selected. The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract shall be submitted to the Department.

Products: Draft and final, executed consultant subcontracts.

Task 5: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project.

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 6: Site Reconnaissance and Schematic Designs

A. Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for design. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures
- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during the project kick-off meeting.

B. Schematic Designs

The Contractor or its consultant(s) shall prepare schematic plans for the facility, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Products: Schematic plans accepted by the Town and the Department of State.

Task 7: Public Meeting

In consultation with the Department, a public information meeting shall be conducted to solicit public input on the schematic plans. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the Department.

Task 8: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the schematic plans, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the Department for review. A pre-permitting meeting with the Department and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to the Department approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 9: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 10: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final construction plans, specifications, and cost estimates. The final construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect accepted by the Town and the Department of State.

Task 11: Permits

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the Department and

the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies, such as the United States Army Corps of Engineers;
- other New York State agencies, such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Corporation (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 12: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s).

A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 13: Installation of Project Sign

The Contractor shall install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low cost informational sign. A Sign Order Form is available upon request from the Department.

Products: Department approved sign design, and photo-documentation that sign is installed in project area.

Task 14: Construction

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify the Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the Department tied to project milestones identified in contract and subcontract work plans or during project kick-off meeting. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 15: Site Inspections

The Contractor, its consultant(s), and/or the Department shall verify progress and completion of the work through periodic site inspections and photo documentation. The Contractor or its consultant(s) shall submit to the Department written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress with photo-documentation and identification of any problems that need to be addressed.

Task 16: Project Completion

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project kick-off meeting, the Contractor or its consultant(s) shall submit three sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including a copy of the completion statement

and a copy of the certified as-built plans and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Task 17: Semi-annual Reporting

The Contractor or its consultant(s) shall submit to the Department semi-annual reports (every six months) on the form provided, including a description of the work accomplished, any problems encountered, and any assistance needed.

Products: Semi-annual reports during the life of the contract.

Task 18: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms.

5. Project Management Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.

- will ensure that all materials printed, constructed, and/or produced reflect the Department logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this agreement shall include the NYS Comptroller's Contract # as indicated on the Face Page of this Agreement.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve any and all design, site plan, and preconstruction documents before construction may begin.

APPENDIX F

NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of State

Name: Laurissa Parent
Title: Secretary I
Address: 99 Washington Avenue, Suite 1010
Albany, NY 12231
Telephone Number: 518-486-9540
Facsimile Number: 518-473-2464
E-Mail Address: laurissa.parent@dos.state.ny.us

Town of Cicero

Name: Judy A. Boyke
Title: Supervisor
Address: PO Box 1517
8236 South Main Street
Cicero, NY 13039
Telephone Number: 315-699-1414
Facsimile Number: 315-699-0039
E-Mail Address: jboyke@ciceronewyork.net

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

APPENDIX G

ELECTRONIC PAYMENTS

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

APPENDIX X

MODIFICATION AGREEMENT FORM

Agency Code: 19000
Contract Period: _____

Contract No.: C007010
Funding for Period: \$125,000

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 99 Washington Avenue, Albany, New York, 12231 (hereinafter referred to as the STATE), and Town of Cicero (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C007010, as amended above and in attached Appendice(s) _____.

Terms and conditions of this amendment are subject to continued availability of funds for this contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

NYS DEPARTMENT OF STATE

By: _____

By: _____

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of _____)ss:

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____

Date: _____

CONTRACT ADMINISTRATION UPDATE FORM

Please update/specify information for up to (3) people to receive contract related correspondence from DOS and indicate which person should be the primary correspondence recipient. The primary recipient must be an employee of the Town of Cicero and will receive original DOS correspondence, with attachments. The other individuals listed will receive copies of DOS transmittal letters, without attachments. NOTE: The Mayor/Supervisor must be listed on this form, but does not need to be the primary correspondence recipient.

- No updates necessary Please make the following updates:

| | | |
|--|---|---|
| Honorable Judy A. Boyke Supervisor Town of Cicero PO Box 1517 8236 South Main Street Cicero, NY 13039 | <input type="checkbox"/> Primary recipient of correspondence from DOS <input type="checkbox"/> Copy this person on correspondence from DOS | Phone Number: <p style="text-align: center;">315-699-1414</p> |
| | Email Address: <p style="text-align: center;">jboyke@ciceronewyork.net</p> | Fax Number: <p style="text-align: center;">315-699-0039</p> |

| | | |
|--|---|---------------|
| | <input type="checkbox"/> Primary recipient of correspondence from DOS <input type="checkbox"/> Copy this person on correspondence from DOS | Phone Number: |
| | Email Address: | Fax Number: |

| | | |
|--|---|---------------|
| | <input type="checkbox"/> Primary recipient of correspondence from DOS <input type="checkbox"/> Copy this person on correspondence from DOS | Phone Number: |
| | Email Address: | Fax Number: |

Please list up to (3) individuals who are authorized to execute amendments and/or sign payment requests for this project:

Authorized for:

| | | | |
|-------------|--------------|--------------------------------------|------------------------------------|
| Name: _____ | Title: _____ | Amendments? <input type="checkbox"/> | Payments? <input type="checkbox"/> |
| Name: _____ | Title: _____ | Amendments? <input type="checkbox"/> | Payments? <input type="checkbox"/> |
| Name: _____ | Title: _____ | Amendments? <input type="checkbox"/> | Payments? <input type="checkbox"/> |

Signature of the Mayor/Supervisor: _____ **Date:** _____

JoLee Olszewski

From: Jim Corl
Sent: Thursday, April 26, 2012 4:07 PM
To: JoLee Olszewski
Subject: FW: Cicero 7010; Brewerton Revitalization

Print along with a series I am going to be forwarding.

From: JGuariglia@saratogaassociates.com [<mailto:JGuariglia@saratogaassociates.com>]
Sent: Thursday, April 26, 2012 8:38 AM
To: Wimbush, John (DOS)
Cc: JGuariglia@saratogaassociates.com; Jim Corl
Subject: Re: Cicero 7010; Brewerton Revitalization

Hi John.

Thanks for the update.

Jim Corl has requested the appropriate documentation to make me a point of contact (proper term?), but it has not been received yet. Can you expedite this?

In short, no work has been done on 7010 yet. It is something, I believe, the Town would like to pursue, but would like to get the other two phases moving first. Regarding the park and streetscape, I was hoping we could have a conversation to see if you, or your office, could be of assistance to us regarding a delay. Could I call you either later today or tomorrow?

John

-----"Wimbush, John (DOS)" <John.Wimbush@dos.ny.gov> wrote: -----

To: "JGuariglia@saratogaassociates.com" <JGuariglia@saratogaassociates.com>
From: "Wimbush, John (DOS)" <John.Wimbush@dos.ny.gov>
Date: 04/24/2012 03:40PM
cc: "jcorl@ciceronewyork.net" <jcorl@ciceronewyork.net>
Subject: Cicero 7010; Brewerton Revitalization

John,

I know I owe you feedback and conversation about Cicero 6808 and 6913... I haven't forgotten them, you, or Cicero... but I didn't get there yet.

I shall. Hopefully before not much longer.

In the short run, fill me in on Cicero 7010; Brewerton Revitalization (Boardwalk by the River under the Highway).

The office here's been asking the town and me for the signed contract, but apparently it hasn't been returned.

Is there an issue about it?

John

John Wimbush

Coastal Resources Specialist

Local and Regional Programs, Division of Coastal Resources

NYS Department of State

99 Washington Avenue, Albany, New York 12231-0001

518 486 3108

<http://nyswaterfronts.com>

JoLee Olszewski

From: Jim Corl
Sent: Thursday, April 26, 2012 4:07 PM
To: JoLee Olszewski
Subject: FW: Cicero 7010; Brewerton Revitalization

From: JGuariglia@saratogaassociates.com [<mailto:JGuariglia@saratogaassociates.com>]
Sent: Thursday, April 26, 2012 9:25 AM
To: Jim Corl
Subject: RE: Cicero 7010; Brewerton Revitalization

Hi Jim.

He was just referring to the grant update forms that we have sent him in the past on the other two grants. I plan on talking with him and I will see if I can get him to send you the proper paperwork so you can add me as a "contact" person.

I will update you after I talk with him to see if you should send him a note.

As an overall update, I am a little disappointed in DOT's email from the other day and that DOS has not reviewed the information I provided a month (?) ago. Have you had any luck reaching out to Schumer, etc?

John

-----Jim Corl <jcorl@ciceronewyork.net> wrote: -----

To: "JGuariglia@saratogaassociates.com" <JGuariglia@saratogaassociates.com>
From: Jim Corl <jcorl@ciceronewyork.net>
Date: 04/26/2012 08:59AM
Subject: RE: Cicero 7010; Brewerton Revitalization

John,

Should I send a note to John and if so what should or should not be included? What document is he referring to relative to a signed contract for 7010.

Thanks,

Jim

From: JGuariglia@saratogaassociates.com [<mailto:JGuariglia@saratogaassociates.com>]
Sent: Thursday, April 26, 2012 8:38 AM
To: Wimbush, John (DOS)
Cc: JGuariglia@saratogaassociates.com; Jim Corl
Subject: Re: Cicero 7010; Brewerton Revitalization

Hi John.

Thanks for the update.

Jim Corl has requested the appropriate documentation to make me a point of contact (proper term?), but it has not been received yet. Can you expedite this?

In short, no work has been done on 7010 yet. It is something, I believe, the Town would like to pursue, but would like to get the other two phases moving first. Regarding the park and streetscape, I was hoping we could have a conversation to see if you, or your office, could be of assistance to us regarding a delay. Could I call you either later today or tomorrow?

John

-----"Wimbush, John (DOS)" <John.Wimbush@dos.ny.gov> wrote: -----

To: "JGuariglia@saratogaassociates.com" <JGuariglia@saratogaassociates.com>
From: "Wimbush, John (DOS)" <John.Wimbush@dos.ny.gov>
Date: 04/24/2012 03:40PM
cc: "jcorl@ciceronewyork.net" <jcorl@ciceronewyork.net>
Subject: Cicero 7010; Brewerton Revitalization

John,

I know I owe you feedback and conversation about Cicero 6808 and 6913... I haven't forgotten them, you, or Cicero... but I didn't get there yet.

I shall. Hopefully before not much longer.

In the short run, fill me in on Cicero 7010; Brewerton Revitalization (Boardwalk by the River under the Highway).

The office here's been asking the town and me for the signed contract, but apparently it hasn't been returned.

Is there an issue about it?

John

John Wimbush

Coastal Resources Specialist

Local and Regional Programs, Division of Coastal Resources

NYS Department of State

99 Washington Avenue, Albany, New York 12231-0001

518 486 3108

<http://nywaterfronts.com>

JoLee Olszewski

From: Jim Corl
Sent: Thursday, April 26, 2012 4:08 PM
To: JoLee Olszewski
Subject: FW: Cicero 7010; Brewerton Revitalization

From: Wimbush, John (DOS) [<mailto:John.Wimbush@dos.ny.gov>]
Sent: Thursday, April 26, 2012 10:26 AM
To: JGuariglia@saratogaassociates.com
Cc: Jim Corl; O'Brien, Erin (DOS)
Subject: RE: Cicero 7010; Brewerton Revitalization

John,

Sure, call any time.

Regarding making you a point of contact for the project. Mr. Corl should fill out and sign the relevant parts of the Contract Administration Update Form (CAUF) to add you to the list of people with whom DOS may deal regarding the contract. The CAUF is the last page (P43) of the contract package.

Erin O'Brien in our office tells me that repeated reminders were sent to the Supervisor last year to return the signed contract to DOS but it was not signed and returned. That is moot at this point, but following this email I'll forward to you and Supervisor Corl the email that Erin sent to Ms. Boyke on 03/14/11, which contains the contract. Instructions for completing the contract package are included. The short version is - Mr. Corl should make handwritten changes on the hardcopy forms then send the hard copies back to Erin with a cover letter describing what changes have been made. Some changes will be to substitute Mr. Corl's name and contact info in place of Ms. Boyke's (on both the contract forms and the workplan itself - it'll be several locations), along with adding John Guariglia's name and contact info on the CAUF.

Call and I'll fill in any gaps for you.

John

From: JGuariglia@saratogaassociates.com [<mailto:JGuariglia@saratogaassociates.com>]
Sent: Thursday, April 26, 2012 8:38 AM
To: Wimbush, John (DOS)
Cc: JGuariglia@saratogaassociates.com; jcorl@ciceronewyork.net
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To: "JGuariglia@saratogaassociates.com" <JGuariglia@saratogaassociates.com>
From: "Wimbush, John (DOS)" <John.Wimbush@dos.ny.gov>
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518 486 3108

<http://nyswaterfronts.com>

JoLee Olszewski

From: Jim Corl
Sent: Thursday, April 26, 2012 4:09 PM
To: JoLee Olszewski
Subject: FW: FW: Agreement C007010 - Brewerton Revitalization

From: JGuariglia@saratogaassociates.com [<mailto:JGuariglia@saratogaassociates.com>]
Sent: Thursday, April 26, 2012 10:58 AM
To: Wimbush, John (DOS)
Cc: JGuariglia@saratogaassociates.com; Jim Corl; O'Brien, Erin (DOS)
Subject: Re: FW: Agreement C007010 - Brewerton Revitalization

Thank you.

John

-----"Wimbush, John (DOS)" <John.Wimbush@dos.ny.gov> wrote: -----

To: "JGuariglia@saratogaassociates.com" <JGuariglia@saratogaassociates.com>
From: "Wimbush, John (DOS)" <John.Wimbush@dos.ny.gov>
Date: 04/26/2012 10:26AM
cc: "jcorl@ciceronewyork.net" <jcorl@ciceronewyork.net>, "O'Brien, Erin (DOS)" <Erin.O'Brien@dos.ny.gov>
Subject: FW: Agreement C007010 - Brewerton Revitalization

John,

As per previous email.

John

From: O'Brien, Erin (DOS)
Sent: Monday, March 14, 2011 11:06 AM
To: jboyke@ciceronewyork.net
Cc: Wimbush, John (DOS)
Subject: FW: Agreement C007010 - Brewerton Revitalization

On January 4, 2011, we forwarded a proposed Agreement to be signed, notarized and returned to us for processing and execution. To date, this Agreement has not been returned to us. If the Town does not intend to

enter into this Agreement, please let us know. Otherwise, please have the Agreement signed, notarized and returned to us for processing by Thursday, April 14, 2011.

If you have any questions please contact me.

Erin O'Brien

NYS Department of State

One Commerce Plaza

99 Washington Avenue, Suite 1010

Albany, NY 12231-0001

Phone: (518) 486-9569 | Fax: (518) 473-2464

E-Mail: erin.o'brien@dos.state.ny.us

Website: <http://nyswaterfronts.com>

From: O'Brien, Erin (DOS)
Sent: Tuesday, January 04, 2011 4:32 PM
To: jboyke@ciceronewyork.net
Cc: Wimbush, John (DOS); Parent, Laurissa (DOS)
Subject: Agreement C007010 - Brewerton Revitalization

Enclosed are one complete copy and three (3) signature and notary pages of a proposed Agreement with the Department of State for the above cited project and a Contract Administration Update Form. Please review and complete these documents in accordance with the instructions on the Agreement Checklist (also enclosed). If you have any questions, please contact Laurissa Parent at (518) 486-9540 or John Wimbush at 518-486-3108.

Erin O'Brien

NYS Department of State

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99 Washington Avenue, Suite 1010

Albany, NY 12231-0001

Phone: (518) 486-9569 | Fax: (518) 473-2464

E-Mail: erin.o'brien@dos.state.ny.us

Website: <http://nyswaterfronts.com>

[attachment "Unexecuted_7010.pdf" removed by John W Guariglia/tsa]

JoLee Olszewski

From: Jim Corl
Sent: Thursday, April 26, 2012 4:10 PM
To: JoLee Olszewski
Subject: FW: Agreement C007010 - Brewerton Revitalization
Attachments: Unexecuted_7010.pdf

Please print with attachment

From: Wimbush, John (DOS) [<mailto:John.Wimbush@dos.ny.gov>]
Sent: Thursday, April 26, 2012 10:27 AM
To: JGuariglia@saratogaassociates.com
Cc: Jim Corl; O'Brien, Erin (DOS)
Subject: FW: Agreement C007010 - Brewerton Revitalization

John,

As per previous email.

John

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Subject: FW: Agreement C007010 - Brewerton Revitalization

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NYS Department of State
One Commerce Plaza
99 Washington Avenue, Suite 1010
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TOWN OF CICERO
CASH DISBURSEMENT SCHEDULE SN- 19
ALL FUNDS
DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|---|------------------|----------------|---------------|------------|-------------|--------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| 9541 | 05-23-12 | 42,223.16 | M | 001099 | TRUST & AGENCY PR10 CLEARING HOUSE SOCIAL SECURITY | DB500 DB90308 | 256H 256H | | 39,376.93 | | |
| 9542 | 05-23-12 | 80.00 | M | 002866 | CORNELL LOCAL ROADS PROGR TRAINING TRAINING | DB511048 | 257H | 80.00 | | | |
| 9547 | 05-23-12 | 545.77 | C | 001059 | ALLIED SPRING & SERVICES, INC FRONT SPRING TRUCK 37 SPRINGS | DB513044 | 258H | 545.77 | | 17944 | 700.00 |
| 9548 | 05-23-12 | 63.90 | C | 003481 | COUNTRY PROPANE INC PROPANE KEROSENE REFILLS FUEL/PROPANE/KERO/GAS | DB511043 | 259H | 63.90 | | 17928 | 63.90 |
| 9549 | 05-23-12 | 661.80 | C | 003577 | CROSSROADS HIGHWAY SUPPL SUCTION HOSES HWY. MACHINERY-OTHER | DB513055 | 260H | 661.80 | | 17930 | 661.80 |
| 9550 | 05-23-12 | 1,628.47 | C | 001853 | EXCELLUS BLUE CROSS BLUE S JUNE GROUP 502571-501 MEDICAL & DENTAL EXP | DB90608 | 261H | 1,628.47 | | | |
| 9551 | 05-23-12 | 24,711.66 | C | 003988 | EXCELLUS BLUECROSS BLUESHI JUNE GROUP 00031907-0001 MEDICAL & DENTAL EXP | DB90608 | 262H | 24,711.66 | | | |
| 9552 | 05-23-12 | 152.00 | C | 002745 | GERBER TOP SOIL, LLC 75 YDS TOPSOIL TBM 03/28/2012 TOPSOIL | DB514043 | 263H | 152.00 | | 17799 | 152.00 |
| 9553 | 05-23-12 | 314.62 | C | 003561 | HANSON AGGREGATES NEW YO 2500 TONS OF RUNNER CRUSH T RUNNER CRUSH | DB511042 | 264H | 314.62 | | 17722 | 314.62 |
| 9554 | 05-23-12 | 613.00 | C | 002218 | HAYLOR, FREYER & COON, INC. ADDITIONAL INSURANCE-SWEE UNALLOCATED INSURANCE | DB19104 | 273H | 613.00 | | | |
| 9555 | 05-23-12 | 312.03 | C | 001039 | HIAWATHA FASTENERS ASSORTED FASTENERS FILTERS/TRUCK MISC | DB513046 | 265H | 25.00 | | 17632 | 25.00 |
| | | | C | 001039 | HIAWATHA FASTENERS ASSORTED FASTENERS FILTERS/TRUCK MISC | DB513046 | 274H | 287.03 | | 17632 | 287.03 |
| 9556 | 05-23-12 | 474.68 | C | 004653 | HI-LINE INC TERMINALS CONNECTS HOSES | DB513043 | 266H | 474.68 | | 17901 | 475.00 |
| 9557 | 05-23-12 | 1,655.68 | C | 002011 | TREASURER, NSCS | | | | | | |

PAGE 2 - CASH DISBURSEMENT SCHEDULE SN- 19 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|--|----------------|----------------|---------------|------------|-------------|----------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| | | | | | APRIL FUEL/PROPANE/KERO/GAS | DB511043 | 267H | 1,655.68 | | | |
| 9558 | 05-23-12 | 300.00 | C | 001368 | LEO REMILLARD EYECARE REIMBURSEMENT-BO EYECARE REIMBURSEMENT | DB90608 EX | 275H | 300.00 | | | |
| 9559 | 05-23-12 | 485.09 | C | 001069 | STADIUM INTERNATIONAL TRU STEERING PARTS TRK 37 FILTERS/TRUCK MISC | DB513046 | 268H | 375.41 | | 17899 | 375.41 |
| | | | C | 001069 | STADIUM INTERNATIONAL TRU EXHAUST MANIFOLD NOSE TRK FILTERS/TRUCK MISC | DB513046 | 269H | 109.68 | | 17746 | 180.32 |
| 9560 | 05-23-12 | 3,427.00 | C | 004992 | SUPERIOR PLUS ENERGY SERVIC DIESEL SUMMER ROADSIDE FUEL | DB514040 | 276H | 3,427.00 | | | |
| 9561 | 05-23-12 | 996.65 | C | 001067 | TRACEY ROAD EQUIPMENT, INC. SOLENOID VALVE ASSY SEWER SEWER JET | DB513054 | 270H | 996.65 | | 17918 | 996.65 |
| 9562 | 05-23-12 | 195.24 | C | 004003 | UNITED AUTO SUPPLY BRAKES SUPPLIES BRAKES/PARTS/REPAIRS | DB513041 | 271H | 195.24 | | 17745 | 277.02 |
| 9563 | 05-23-12 | 409.08 | C | 003963 | VANTAGE EQUIPMENT LLC STEERING KIT #47 HWY. MACHINERY-OTHER | DB513055 | 272H | 409.08 | | 17915 | 409.08 |
| TOTAL | | 79,249.83 | | | | | | 39,872.90 | 39,376.93 | | 4,917.83 |

TOTAL CHECK COUNT.....: 19
 TOTAL MANUAL CHECKS....: 2
 TOTAL COMPUTER CHECKS.: 17

TOWN OF CICERO
CHECK LISTING SN- 19
CHECK NUMBER SORT
ALL FUNDS
DATED 05-18-12

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|--------------------------------|------|-------------------------------|--------------|--------------|
| 05-23-12 | TRUST & AGENCY | M | PR10 | 42,223.16 | 9541 |
| 05-23-12 | CORNELL LOCAL ROADS PROGRA | M | TRAINING | 80.00 | 9542 |
| 05-23-12 | ALLIED SPRING & SERVICES, INC. | C | FRONT SPRING TRUCK 37 | 545.77 | 9547 |
| 05-23-12 | COUNTRY PROPANE INC | C | PROPANE KEROSENE REFILLS | 63.90 | 9548 |
| 05-23-12 | CROSSROADS HIGHWAY SUPPLY I | C | SUCTION HOSES | 661.80 | 9549 |
| 05-23-12 | EXCELLUS BLUE CROSS BLUE SHIE | C | JUNE GROUP 502571-501 | 1,628.47 | 9550 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031907-0001 | 24,711.66 | 9551 |
| 05-23-12 | GERBER TOP SOIL, LLC | C | 75 YDS TOPSOIL TBM 03/28/2012 | 152.00 | 9552 |
| 05-23-12 | HANSON AGGREGATES NEW YORK | C | 2500 TONS OF RUNNER CRUSH TBM | 314.62 | 9553 |
| 05-23-12 | HAYLOR, FREYER & COON, INC. | C | ADDITIONAL INSURANCE-SWEEPE | 613.00 | 9554 |
| 05-23-12 | HIAWATHA FASTENERS | C | ASSORTED FASTENERS | 312.03 | 9555 |
| 05-23-12 | HIAWATHA FASTENERS | C | ASSORTED FASTENERS | | |
| 05-23-12 | HI-LINE INC | C | TERMINALS CONNECTS | 474.68 | 9556 |
| 05-23-12 | TREASURER, NSCS D | C | APRIL | 1,655.68 | 9557 |
| 05-23-12 | LEO REMILLARD | C | EYECARE REIMBURSEMENT-BONN | 300.00 | 9558 |
| 05-23-12 | STADIUM INTERNATIONAL TRUCK | C | STEERING PARTS TRK 37 | 485.09 | 9559 |
| 05-23-12 | STADIUM INTERNATIONAL TRUCK | C | EXHAUST MANIFOLD NOSE TRK 37 | | |
| 05-23-12 | SUPERIOR PLUS ENERGY SERVICE | C | DIESEL | 3,427.00 | 9560 |
| 05-23-12 | TRACEY ROAD EQUIPMENT, INC. | C | SOLENOID VALVE ASSY SEWER JE | 996.65 | 9561 |
| 05-23-12 | UNITED AUTO SUPPLY | C | BRAKES SUPPLIES | 195.24 | 9562 |
| 05-23-12 | VANTAGE EQUIPMENT LLC | C | STEERING KIT #47 | 409.08 | 9563 |

79,249.83

TOWN OF CICERO
CHECK LISTING SN-19
VENDOR NAME SORT
ALL FUNDS
DATED 05-18-12

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|--------------------------------|------|-------------------------------|--------------|--------------|
| 05-23-12 | ALLIED SPRING & SERVICES, INC. | C | FRONT SPRING TRUCK 37 | 545.77 | 9547 |
| 05-23-12 | CORNELL LOCAL ROADS PROGRA | M | TRAINING | 80.00 | 9542 |
| 05-23-12 | COUNTRY PROPANE INC | C | PROPANE KEROSENE REFILLS | 63.90 | 9548 |
| 05-23-12 | CROSSROADS HIGHWAY SUPPLY I | C | SUCTION HOSES | 661.80 | 9549 |
| 05-23-12 | EXCELLUS BLUE CROSS BLUE SHIE | C | JUNE GROUP 502571-501 | 1,628.47 | 9550 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031907-0001 | 24,711.66 | 9551 |
| 05-23-12 | GERBER TOP SOIL, LLC | C | 75 YDS TOPSOIL TBM 03/28/2012 | 152.00 | 9552 |
| 05-23-12 | HANSON AGGREGATES NEW YORK | C | 2500 TONS OF RUNNER CRUSH TBM | 314.62 | 9553 |
| 05-23-12 | HAYLOR, FREYER & COON, INC. | C | ADDITIONAL INSURANCE-SWEEPE | 613.00 | 9554 |
| 05-23-12 | HIAWATHA FASTENERS | C | ASSORTED FASTENERS | 312.03 | 9555 |
| 05-23-12 | HIAWATHA FASTENERS | C | ASSORTED FASTENERS | | |
| 05-23-12 | HI-LINE INC | C | TERMINALS CONNECTS | 474.68 | 9556 |
| 05-23-12 | TREASURER, NSCS | C | APRIL | 1,655.68 | 9557 |
| 05-23-12 | LEO REMILLARD | C | EYECARE REIMBURSEMENT-BONN | 300.00 | 9558 |
| 05-23-12 | STADIUM INTERNATIONAL TRUCK | C | STEERING PARTS TRK 37 | 485.09 | 9559 |
| 05-23-12 | STADIUM INTERNATIONAL TRUCK | C | EXHAUST MANIFOLD NOSE TRK 37 | | |
| 05-23-12 | SUPERIOR PLUS ENERGY SERVICE | C | DIESEL | 3,427.00 | 9560 |
| 05-23-12 | TRACEY ROAD EQUIPMENT, INC. | C | SOLENOID VALVE ASSY SEWER JE | 996.65 | 9561 |
| 05-23-12 | TRUST & AGENCY | M | PR10 | 42,223.16 | 9541 |
| 05-23-12 | UNITED AUTO SUPPLY | C | BRAKES SUPPLIES | 195.24 | 9562 |
| 05-23-12 | VANTAGE EQUIPMENT LLC | C | STEERING KIT #47 | 409.08 | 9563 |
| | | | | 79,249.83 | |

TOWN OF CICERO
CASH DISBURSEMENT SCHEDULE SN- 20
ALL FUNDS
DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | | |
|---------------------------|------------|--------------|----------|---------|-------------------------------------|----------------|----------------|---------------|------------|-------------|--------|--|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount | |
| 1124 | 05-23-12 | 25,063.22 | M | 001102 | NATIONAL GRID | | | | | | | |
| | | | | | APRIL | | | | | | | |
| | | | | | EXPENDITURES-CICERO 1 | SL51824 01 | 850 | 5,733.97 | | | | |
| | | | | | EXPENDITURES-CICERO 2 | SL51824 02 | 850 | 897.28 | | | | |
| | | | | | EXPENDITURES-CICERO 3 | SL51824 03 | 850 | 12,054.72 | | | | |
| | | | | | EXPENDITURES-PENN CAN | SL51824 04 | 850 | 306.14 | | | | |
| | | | | | EXPENDITURES-EVA CIRCLE | SL51824 18 | 850 | 306.75 | | | | |
| | | | | | EXPENDITURES-ERSKINE | SL51824 06 | 850 | 99.29 | | | | |
| | | | | | EXPENDITURES-PASTURES | SL51824 07 | 850 | 1,163.87 | | | | |
| | | | | | EXPENDITURES-CEDAR POINT | SL51824 08 | 850 | 703.71 | | | | |
| | | | | | EXPENDITURES-PASTURES IIB | SL51824 09 | 850 | 621.02 | | | | |
| | | | | | EXPENDITURES-WATER VIEW | SL51824 10 | 850 | 203.77 | | | | |
| | | | | | EXPENDITURES-WILLIAMSTEAD | SL51824 11 | 850 | 252.74 | | | | |
| | | | | | EXPENDITURES-PASTURES-MOY | SL51824 12 | 850 | 194.09 | | | | |
| | | | | | EXPENDITURES-PASTURES-BOY | SL51824 13 | 850 | 320.16 | | | | |
| | | | | | EXPENDITURES-CODY CORNERS | SL51824 14 | 850 | 271.64 | | | | |
| | | | | | EXPENDITURES-WALLINGTON S | SL51824 15 | 850 | 291.72 | | | | |
| EXPENDITURES-CROSSINGS | SL51824 16 | 850 | 1,319.69 | | | | | | | | | |
| EXPENDITURES-AT THE LAKE | SL51824 17 | 850 | 232.92 | | | | | | | | | |
| EXPENDITURES-CICERO CAMPU | SL51824 05 | 851 | 89.74 | | | | | | | | | |
| 1658 | 05-23-12 | 1,283.13 | M | 001099 | TRUST & AGENCY | | | | | | | |
| | | | | | PR10 | | | | | | | |
| | | | | | CLEARING HOUSE | SD500 | 847 | | 1,191.95 | | | |
| | | | | | SOCIAL SECURITY | SD90308 0400 | 847 | 91.18 | | | | |
| 1659 | 05-23-12 | 41.23 | M | 002011 | TREASURER, NSCSD | | | | | | | |
| | | | | | APRIL | | | | | | | |
| | | | | | CONTRACTUAL | SD85404 0400 | 848 | 41.23 | | | | |
| 1660 | 05-23-12 | 34.66 | M | 004085 | NYS TEAMSTERS CO HEALTH & | | | | | | | |
| | | | | | JUNE | | | | | | | |
| | | | | | TEAMSTERS LEGAL | SD90808 0400 | 849 | 34.66 | | | | |
| 3940 | 05-23-12 | 119.27 | M | 001101 | VERIZON | | | | | | | |
| | | | | | PUMPING STATIONS 4/28-5/27/12 | | | | | | | |
| | | | | | CONTRACTUAL | SS81204 1997 | 852 | 119.27 | | | | |
| 3941 | 05-23-12 | 450.46 | M | 001102 | NATIONAL GRID | | | | | | | |
| | | | | | APRIL | | | | | | | |
| | | | | | CONTRACTUAL | SS81204 1997 | 853 | 450.46 | | | | |
| 9945 | 05-23-12 | 500.00 | M | 002383 | CICERO POLICE PBA | | | | | | | |
| | | | | | PR10 | | | | | | | |
| | | | | | PBA UNION DUES | T241 | 856 | | 500.00 | | | |
| 9946 | 05-23-12 | 1,430.00 | M | 002346 | NATIONWIDE RETIREMENT SOL | | | | | | | |
| | | | | | PR10 | | | | | | | |

PAGE 2 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|--|----------------|----------------|---------------|------------|-------------|---|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| | | | | | PEBSCO | T461.4 | 857 | | 1,430.00 | | |
| 9947 | 05-23-12 | 20,260.16 | M | 001098 | CICERO PAYROLL ACCOUNT T10 PR10 GROSS PAYROLL | T10 | 858 | | 20,260.16 | | |
| 9947 | 05-23-12 | 324.32 | M | 004185 | CICERO PAYROLL ACCOUNT-SU PR10 GARNISHEE | T23 | 859 | | 324.32 | | |
| 9947 | 05-23-12 | 72,047.91 | M | 001949 | CICERO PAYROLL SAVINGS T25 PR10 PAYROLL SAVINGS | T25 | 860 | | 72,047.91 | | |
| 9947 | 05-23-12 | 38,911.31 | M | 004186 | CICERO PAYROLL ACCOUNT TA PR10 FEDERAL INCOME TAX SOCIAL SECURITY FICA/MEDICARE NYS WITHHOLDING | T22 | 861 | | 15,830.67 | | |
| | | | | | | T26 | 861 | | 13,314.71 | | |
| | | | | | | T261 | 861 | | 3,712.70 | | |
| | | | | | | T21 | 861 | | 6,053.23 | | |
| 9948 | 05-23-12 | 736.92 | C | 004991 | BENISTAR/HARTFORD JUNE ACCOUNT 6047 LURCOCK INSURANCE KOPE INSURANCE | T207L | 963 | | 368.46 | | |
| | | | | | | T207K | 963 | | 368.46 | | |
| 9949 | 05-23-12 | 989.18 | C | 001853 | EXCELLUS BLUE CROSS BLUE S JUNE GROUP 502571-501 BRODHEAD INSURANCE COLE-INSURANCE EXNER INSURANCE JACOBSON INSURANCE LURCOCK INSURANCE ORCUTT INSURANCE PUTZER INSURANCE SMITH-INSURANCE SOULIER-INSURANCE REARDON INSURANCE HEALTH CONTRIBUTION DB HEALTH CONTRIBUTION A HEALTH CONTRIBUTION B | T207B | 964 | | 39.92 | | |
| | | | | | | T207CO | 964 | | -79.84 | | |
| | | | | | | T207E | 964 | | 79.85 | | |
| | | | | | | T202J | 964 | | 39.92 | | |
| | | | | | | T207L | 964 | | 39.92 | | |
| | | | | | | T207O | 964 | | 79.85 | | |
| | | | | | | T207P | 964 | | 110.16 | | |
| | | | | | | T207S | 964 | | 79.85 | | |
| | | | | | | T207SO | 964 | | 79.85 | | |
| | | | | | | T207R | 964 | | 79.85 | | |
| | | | | | | T204DB | 964 | | 222.08 | | |
| | | | | | | T204A | 964 | | 42.40 | | |
| | | | | | | T204B | 964 | | 95.52 | | |
| | | | | | | | | | C | 001853 | EXCELLUS BLUE CROSS BLUE S JUNE GROUP 502571-541 DEAN INSURANCE |
| 9950 | 05-23-12 | 2,139.08 | C | 003988 | EXCELLUS BLUECROSS BLUESHI JUNE GROUP 00031908-C001 DEAN INSURANCE LOSITO-INSURANCE BOYKE INSURANCE | T207D | 966 | | 1,077.50 | | |
| | | | | | | T207LO | 966 | | 530.79 | | |
| | | | | | | T207BO | 966 | | 530.79 | | |
| 9951 | 05-23-12 | 4,605.72 | C | 003988 | EXCELLUS BLUECROSS BLUESHI JUNE GROUP 00031907-0001 HEALTH CONTRIBUTION DB HEALTH CONTRIBUTION B | T204DB | 968 | | 3,252.26 | | |
| | | | | | | T204B | 968 | | 1,137.96 | | |

PAGE 3 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|--|----------------|----------------|---------------|------------|-------------|--------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| | | | | | REARDON INSURANCE | T207R | 968 | | 215.50 | | |
| 9952 | 05-23-12 | 2,111.13 | C | 003988 | EXCELLUS BLUECROSS BLUESHI JUNE GROUP 00031908-0001 | | | | | | |
| | | | | | HEALTH CONTRIBUTION A | T204A | 967 | | 485.40 | | |
| | | | | | HEALTH CONTRIBUTION B | T204B | 967 | | 200.24 | | |
| | | | | | PUTZER INSURANCE | T207P | 967 | | 1,425.49 | | |
| 9953 | 05-23-12 | 900.00 | C | 001107 | O'BRIEN & GERE ENGINEERS, IN PUD PLAN | | | | | | |
| | | | | | LOPRESTI-WR1467 | T6607 E.ZC | 969 | | 900.00 | | |
| 9954 | 05-23-12 | 4.79 | C | 001493 | MICHAEL SEE DENTAL DEDUCTION PR8 IN ERR | | | | | | |
| | | | | | HEALTH CONTRIBUTION DB | T204DB | 970 | | 4.79 | | |
| 44037 | 05-23-12 | -123.81 | V | 004938 | GUARDIAN-BETHLEHEM MAY | | | | | | |
| | | | | | EMP BENEFITS | A90608 LI | 797 | -69.73 | | | |
| | | | | | EMP BENEFITS | B90608 LI | 797 | -54.08 | | | |
| 44064 | 05-23-12 | 1,641.50 | M | 003033 | RICHARD BOISEY MAY | | | | | | |
| | | | | | CUSTODIAL SERV. | A162043 | 864 | 1,089.83 | | | |
| | | | | | CUSTODIAN | A677247 | 864 | 551.67 | | | |
| 44065 | 05-23-12 | 145.63 | M | 001153 | JODY ROGERS PETTY CASH | | | | | | |
| | | | | | TRAINING/TRAVEL | B731041 | 865 | 6.40 | | | |
| | | | | | PROGRAM SUPPLIES | B7310402 | 865 | 136.60 | | | |
| | | | | | SUPPLIES | A711040 | 865 | 2.63 | | | |
| 44066 | 05-23-12 | 98,012.27 | M | 001099 | TRUST & AGENCY PR10 | | | | | | |
| | | | | | CLEARING HOUSE | A500 | 866 | | 38,046.81 | | |
| | | | | | CLEARING HOUSE | B500 | 866 | | 53,108.88 | | |
| | | | | | SOCIAL SECURITY | A90308 | 866 | 2,866.16 | | | |
| | | | | | SOCIAL SECURITY | B90308 | 866 | 3,990.42 | | | |
| 44067 | 05-23-12 | 53.46 | M | 001101 | VERIZON 4/28-5/27 | | | | | | |
| | | | | | DISASTER ACCT.CONTRACTUAL | A87604 | 867 | 53.46 | | | |
| 44068 | 05-23-12 | 3,029.04 | M | 001102 | NATIONAL GRID APRIL | | | | | | |
| | | | | | TRAFFIC CONTROL CONTRACTU | A33104 | 868 | 95.44 | | | |
| | | | | | UTILITIES POLICE TRAILER | B312046T | 868 | 391.07 | | | |
| | | | | | NATIONAL GRID | A162041 | 868 | 1,094.64 | | | |
| | | | | | GARAGE CONTRACTUAL EXP. | A51324 | 868 | 1,396.75 | | | |
| | | | | | MARINE BEACON | A362041 | 868 | 51.14 | | | |
| 44068 | 05-23-12 | 861.86 | M | 001102 | NATIONAL GRID APRIL | | | | | | |
| | | | | | UTILITIES | A711042 | 869 | 365.71 | | | |
| | | | | | UTILITIES | A715041 | 869 | 81.41 | | | |
| | | | | | UTILITIES | A677246 | 869 | 414.74 | | | |
| 44069 | 05-23-12 | 173.97 | M | 001102 | NATIONAL GRID | | | | | | |

PAGE 4 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | | |
|--------------|----------|--------------|------|---------|--|--|----------------|---------------|------------|-------------|----------|----------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount | |
| | | | | | TEEN CENTER 3/21-4/22 UTILITIES | B731042 | 870 | 173.97 | | | | |
| 44070 | 05-23-12 | 1,809.39 | M | 001102 | NATIONAL GRID APRIL STREET LIGHTING CONTRACTU | A51824 | 871 | 1,809.39 | | | | |
| 44071 | 05-23-12 | 1,158.00 | C | 005009 | AAA QUICK PLOWS & LAWNS IN MOWING CONTRACT CEMETERY CEMETERY CONTRACTUAL EXP. | A88104 | 872 | 1,158.00 | | 17792 | 1,158.00 | |
| 44072 | 05-23-12 | 5.50 | C | 004188 | AMERICAN MESSAGING PAGER - MAY UTILITIES | A711042 | 873 | 5.50 | | 17926 | 5.50 | |
| 44073 | 05-23-12 | 1,260.00 | C | 003059 | ANIMAL KINGDOM VET.HOSPIT MARCH/APRIL DOG CONTROL DOG CONTROL CONTRACTUAL | A35104 | 882 | 1,260.00 | | | | |
| 44074 | 05-23-12 | 70.00 | C | 005029 | BALLARD, CANDICE REFUND GYMNASTICS RECREATION FEES | B2001 | 874 | 70.00 | | | | |
| 44075 | 05-23-12 | 230.00 | C | 003340 | BARONE FARM & FEED FLOWERS SUPPLIES LANDSCAPING | A677242 | 960 | 130.00 | | 17947 | 150.00 | |
| | | | | | | A1620480 | 960 | 100.00 | | 17947 | 100.00 | |
| 44076 | 05-23-12 | 272.86 | C | 003622 | TONILYN BRAUCHLE FIELD TRIP AND MOVIE CANTEE TRAINING/TRAVEL | B731041 | 875 | 82.50 | | 17923 | 110.00 | |
| | | | | | | | | | | | | |
| | | | | 003622 | TONILYN BRAUCHLE SUPPLIES FOR THE CANTEEN TRAINING/TRAVEL | B731041 | 876 | 190.36 | | 17920 | 200.00 | |
| 44077 | 05-23-12 | 695.00 | C | 001209 | BREWERTON FIRE DISTRICT BALANCE SPECIAL ITEMS JUDGEMENTS & | A19304 | 877 | 695.00 | | | | |
| 44078 | 05-23-12 | 2,827.50 | C | 001232 | BROWN EXCAVATING COMPAN TOPSOIL FOR THE PARKS TBM 03 SPEC RESERVE CICERO FALCON SPEC RESERVE CICERO LITTLE L IMPROV./REHAB. SUPPLIES | A7110459 CF | 908 | 780.00 | | 17795 | 780.00 | |
| | | | | | | A7110459 CL | 908 | 390.00 | | 17795 | 390.00 | |
| | | | | | | A711045 | 908 | 195.00 | | 17795 | 195.00 | |
| | | | | | | A677242 | 908 | 195.00 | | 17795 | 195.00 | |
| | | | | C | 001232 | BROWN EXCAVATING COMPAN INFIELD MIX TBM 03/28/2012 SPEC RESERVE CICERO LITTLE L IMPROV./REHAB. | A7110459 CL | 909 | 1,170.00 | | 17796 | 1,170.00 |
| | | | | | | | A711045 | 909 | 97.50 | | 17796 | 97.50 |
| 44079 | 05-23-12 | 4,140.00 | C | 004648 | C & S ENGINEERS INC 2012 ANNUAL RETAINER ENGINEER CONTRACTUAL EXP. | A14404 | 889 | 2,070.00 | | 17677 | 2,070.00 | |
| | | | | C | 004648 | C & S ENGINEERS INC 2012 ANNUAL RETAINER ENGINEER CONTRACTUAL EXP. | A14404 | 890 | 2,070.00 | | 17677 | 2,070.00 |
| 44080 | 05-23-12 | 695.00 | C | 004438 | CICERO FIRE DISTRICT | | | | | | | |

PAGE 5 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|--|--------------------|----------------|----------------------|------------|-------------|--------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| | | | | | BALANCE SPECIAL ITEMS JUDGEMENTS & | A19304 | 879 | 695.00 | | | |
| 44081 | 05-23-12 | 879.11 | C | 001104 | CICERO HIGHWAY DEPT. APRIL DIESEL USEAGE FUEL | A7110411 | 880 | 879.11 | | | |
| 44082 | 05-23-12 | 36.02 | C | 004100 | CINTA'S CORPORATION LOC 121 5/4 GARAGE CONTRACTUAL EXP. | A51324 | 881 | 36.02 | | | |
| 44083 | 05-23-12 | 232.34 | C | 004211 | COMDOC 6/1-7/1/12 CONTRACTS | A1620460 | 883 | 232.34 | | | |
| 44084 | 05-23-12 | 84.00 | C | 001106 | COMMUNITY MEDIA GROUP LLC NOTICES CONTRACTUAL EXP. | A10104 | 884 | 6.00 | | | |
| | | | | | CONTRACTUAL EXP. | B80104 | 885 | 39.20 | | | |
| | | | | | CONTRACTUAL EXP. | B80104 | 886 | 10.00 | | | |
| | | | | | CONTRACTUAL EXP. | A10104 | 887 | 28.80 | | | |
| 44085 | 05-23-12 | 187.50 | C | 003007 | COMPUTER OUTLET OF CICERO TOWN CLERK COMPUTER MAINT/SUPPORT CONTRACTUAL-SUPPLIES | A168041 A16804 | 888 888 | 148.50 39.00 | | 17880 | 125.00 |
| 44086 | 05-23-12 | 615.75 | C | 002738 | DAVIS MECHANICAL SERVICE, I SUMMER SETTINGS BUILDINGS CONTRACTUAL EXP. | A162040 | 891 | 125.75 | | | |
| | | | C | 002738 | DAVIS MECHANICAL SERVICE, I INCREMENTAL 6 - UNIT CLEANI BUILDINGS CONTRACTUAL EXP. | A162040 | 892 | 490.00 | | 17759 | 490.00 |
| 44087 | 05-23-12 | 2,139.85 | C | 004135 | DRIVERS VILLAGE INC REPAIRS AUTO REPAIRS AUTO REPAIRS | B312042 B312042 | 961 962 | 758.13 1,381.72 | | | |
| 44088 | 05-23-12 | 1,251.27 | C | 001853 | EXCELLUS BLUE CROSS BLUE S JUNE GROUP 502571-501 MEDICAL INSURANCE MEDICAL INSURANCE | A90608 B90608 | 893 893 | 487.69 763.58 | | | |
| 44089 | 05-23-12 | 8,415.70 | C | 003988 | EXCELLUS BLUECROSS BLUESHI JUNE GROUP 00031908-0001 MEDICAL INSURANCE MEDICAL INSURANCE | A90608 B90608 | 894 894 | 5,582.16 2,833.54 | | | |
| 44090 | 05-23-12 | 8,344.90 | C | 003988 | EXCELLUS BLUECROSS BLUESHI JUNE GROUP 00031907-0001 MEDICAL INSURANCE | B90608 | 895 | 8,344.90 | | | |
| 44091 | 05-23-12 | 26.22 | C | 004965 | GENERAL CREDIT FORMS INC 10 ROLLS OF CREDIT CARD TAPE CONTRACTUAL EXP. | A11104 | 896 | 26.22 | | 17755 | 25.89 |
| 44092 | 05-23-12 | 20.11 | C | 001040 | GENUINE PARTS COMPANY-SYR VEHICLE MAINTENANCE SUPPLI | | | | | | |

PAGE 6 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|---|----------------|----------------|---------------|------------|-------------|--------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| | | | | | VEHICLE OPERATION | A711041 | 897 | 20.11 | | 17597 | 20.11 |
| 44093 | 05-23-12 | 180.00 | C | 004636 | GERMAIN & GERMAIN, LLP LITIGATION ATTORNEY - LITIGATION | A142044 | 898 | 180.00 | | | |
| 44094 | 05-23-12 | 54.50 | C | 004845 | HALO HEAVEN INC RECITAL COSTUMES PROGRAM EXPENSES | B702044 | 899 | 54.50 | | 17804 | 100.00 |
| 44095 | 05-23-12 | 47.00 | C | 001073 | HAUN WELDING SUPPLY HELIUM CYLINDER ONE YEAR L SUPPLIES | A677242 | 900 | 47.00 | | 17959 | 47.00 |
| 44096 | 05-23-12 | 137.36 | C | 001039 | HIAWATHA FASTENERS MISC NUTS BOLTS HARDWARE SUPPLIES | A711040 | 901 | 26.76 | | 17418 | 29.87 |
| | | | C | 001039 | HIAWATHA FASTENERS NUTS AND BOLTS SUPPLIES | A711040 | 902 | 110.60 | | 17922 | 110.60 |
| 44097 | 05-23-12 | 577.39 | C | 004642 | HILL & MARKES, INC RESTROOM SUPPLIES SUPPLIES | A1620470 | 903 | 254.43 | | 17940 | 300.00 |
| | | | C | 004642 | HILL & MARKES, INC CLEANING SUPPLIES SUPPLIES | A711040 | 904 | 162.96 | | 17898 | 165.00 |
| | | | | | SUPPLIES | A677242 | 904 | 80.00 | | 17898 | 82.50 |
| | | | | | PROGRAM SUPPLIES | B7310402 | 904 | 80.00 | | 17898 | 82.50 |
| 44098 | 05-23-12 | 47.19 | C | 002781 | HOME DEPOT CREDIT SERVICES GENERAL MAINTENANCE SUPPL SUPPLIES | A711040 | 905 | 47.19 | | 17727 | 54.46 |
| 44099 | 05-23-12 | 27.99 | C | 002918 | HUMMEL'S OFFICE PLUS COPY PAPER SUPPLIES | B714040 | 906 | 27.99 | | 17937 | 27.99 |
| 44100 | 05-23-12 | 79.00 | C | 003932 | INTERFORM PRINTINGS PROMOT INSPECTION REPORTS CONTRACTUAL EXP. | B80104 | 907 | 79.00 | | 17933 | 79.00 |
| 44101 | 05-23-12 | 185.00 | C | 001247 | JEROME FIRE EQUIPMENT CO. FIRE EXTINGUISHER INSPECTIO UTILITIES | B731042 | 910 | 185.00 | | 17927 | 185.00 |
| 44102 | 05-23-12 | 390.00 | C | 004633 | KIRWAN LAW FIRM, P.C. SPARKES CONTRACTUAL EXP. | B80104 | 911 | 390.00 | | | |
| 44103 | 05-23-12 | 124.50 | C | 003292 | KWIK KOPY PRINTING BUSINESS CARD ZONING CONTRACTUAL EXP. | B80104 | 912 | 124.50 | | 17894 | 124.50 |
| 44104 | 05-23-12 | 695.00 | C | 005020 | MAC ELECTRIC SERVICES INC REPAIR DAMAGED ELECTRIC LI PROGRAM EXPENSES | B702044 | 913 | 695.00 | | 17891 | 695.00 |
| 44105 | 05-23-12 | 125.13 | C | 003147 | BRUCE MAIN TRAINING TBM 04/25/12 | | | | | | |

PAGE 7 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|--|----------------|----------------|---------------|------------|-------------|----------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| | | | | | TRAINING | B312047 | 914 | 125.13 | | 17914 | 100.00 |
| 44106 | 05-23-12 | 732.00 | C | 005030 | MARK ANTHONY CONTRACTING REFUND PERMITS-HENSON/COR ZONING FEES | B2110 | 915 | 732.00 | | | |
| 44107 | 05-23-12 | 1,350.00 | C | 002917 | MONARCH INDUSTRIES PICNIC TABLES TBM 04/25/2012 SPEC RESERVE (277 FEES) | A7110459 | 916 | 1,350.00 | | 17907 | 1,350.00 |
| 44108 | 05-23-12 | 248.50 | C | 002889 | MONRO MUFFLER BRAKE, INC. APRIL MAINT AUTO REPAIRS | B312042 | 917 | 248.50 | | 17822 | 100.00 |
| 44109 | 05-23-12 | 150.00 | C | 003657 | NANCY MORGAN 5/7 CONTRACTUAL EXP. | B80104 | 918 | 150.00 | | | |
| 44110 | 05-23-12 | 8,033.63 | C | 002011 | TREASURER, NSCS WINTER AND SPRING PROGRAM PROGRAM EXPENSES | B702044 | 920 | 2,631.12 | | 17908 | 2,631.12 |
| | | | C | 002011 | TREASURER, NSCS APRIL GAS | B312043 | 922 | 4,753.24 | | | |
| | | | | | DOG CONTROL CONTRACTUAL | A35104 | 922 | 72.40 | | | |
| | | | | | CAR MAINTENANCE/FUEL | B801043 | 922 | 229.37 | | | |
| | | | | | FUEL | A7110411 | 922 | 103.41 | | | |
| | | | | | FUEL | B7310421 | 922 | 72.08 | | | |
| | | | | | FUEL | A677254 | 922 | 142.92 | | | |
| | | | | | FUEL | A135541 | 922 | 29.09 | | | |
| 44111 | 05-23-12 | 123.84 | C | 004198 | NORTH SYRACUSE LAWN & SNO SIDE ENGINE GRILL 4600 TRACT VEHICLE OPERATION | A711041 | 921 | 123.84 | | 17897 | 150.00 |
| 44112 | 05-23-12 | 1,939.50 | C | 001185 | NOPL BALANCE SPECIAL ITEMS JUDGEMENTS & | A19304 | 919 | 1,939.50 | | | |
| 44113 | 05-23-12 | 2,500.00 | C | 004192 | NYMIR INSURANCE DEDUCTIBLE SPECIAL ITEMS JUDGEMENTS & | A19304 | 923 | 2,500.00 | | | |
| 44114 | 05-23-12 | 19,611.42 | C | 004085 | NYS TEAMSTERS CO HEALTH & JUNE MEDICAL INSURANCE | A90608 | 924 | 12,215.27 | | | |
| | | | | | MEDICAL INSURANCE | B90608 | 924 | 7,396.15 | | | |
| 44115 | 05-23-12 | 86.65 | C | 004085 | NYS TEAMSTERS CO HEALTH & JUNE TEAMSTERS LEGAL- UNION | B90808 | 925 | 86.65 | | | |
| 44116 | 05-23-12 | 100.00 | C | 002143 | NYSBOC CENTRAL CHAPTER MEMBERSHIP-PROCOPIO/DUNH CONTRACTUAL EXP. | B80104 | 878 | 100.00 | | | |
| 44117 | 05-23-12 | 20.89 | C | 001023 | OCRRA APRIL TRASH DISPOSAL SERVIC UTILITIES | A711042 | 927 | 20.89 | | | |

PAGE 8 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|---|--------------------------------|-------------------|---------------------------|------------|-------------------------|-------------------------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| 44118 | 05-23-12 | 45.00 | C | 005027 | OCMCCA DUES-OTTAWAY/THOMPSON/BO CONTRACTUAL EXP. | A11104 | 926 | 45.00 | | | |
| 44119 | 05-23-12 | 462.50 | C | 001103 | ONON CO WATER AUTHORITY WATER METERS WATER WATER GARAGE CONTRACTUAL EXP. | A1620490 A1620490 A51324 | 928 928 928 | 115.00 30.38 167.79 | | | |
| | | | C | 001103 | ONON CO WATER AUTHORITY WATER METERS UTILITIES UTILITIES | A711042 A677246 | 929 929 | 73.00 76.33 | | | |
| 44120 | 05-23-12 | 796.12 | C | 001521 | OSWEGO TOOL & STEEL CO., INC CORROGATED PIPE SKYWAY PA SUPPLIES | A711040 | 930 | 796.12 | | 17848 | 800.00 |
| 44121 | 05-23-12 | 909.10 | C | 001085 | PBS BRAKE SERVICE INC. BRAKES - EMERGENCY POLICE AUTO REPAIRS | B312042 | 931 | 699.20 | | 17866 | 699.20 |
| | | | C | 001085 | PBS BRAKE SERVICE INC. BRAKES - EMERGENCY POLICE AUTO REPAIRS | B312042 | 932 | 209.90 | | 17866 | 236.20 |
| 44122 | 05-23-12 | 12.00 | C | 002517 | PEP BOYS HEADLIGHT BULBS POLICE VEC AUTO REPAIRS | B312042 | 933 | 12.00 | | 17620 | 30.00 |
| 44123 | 05-23-12 | 232.10 | C | 003079 | POSITIVE PROMOTIONS POLICE SAFETY PROGRAM MAT COMMU. POLICING MATERIALS | B312052 | 934 | 232.10 | | 17884 | 206.15 |
| 44124 | 05-23-12 | 107.87 | C | 003565 | POST-STANDARD NOTICE CONTRACTUAL EXP. | A10104 | 935 | 42.08 | | | |
| | | | C | 003565 | POST-STANDARD NOTICES ASSESSOR CONTRACTUAL | A13554 | 936 | 65.79 | | | |
| 44125 | 05-23-12 | 100.00 | C | 003694 | ROUTE 11 STORAGE CO. JUNE BUILDINGS CONTRACTUAL EXP. | A162040 | 937 | 100.00 | | 17480 | 100.00 |
| 44126 | 05-23-12 | 49.00 | C | 004442 | SABRE ENTERPRISES PORT A JOHNS PARKS PORTA JOHN | A711049 | 938 | 49.00 | | 17861 | 49.00 |
| 44127 | 05-23-12 | 79.00 | C | 004237 | SALT CITY PEST ELIMINATION PEST CONTROL MAY JUNE JULY UTILITIES UTILITIES UTILITIES | B731042 A677246 A715041 | 939 939 939 | 27.00 27.00 25.00 | | 17960 17960 17960 | 27.00 27.00 25.00 |
| 44128 | 05-23-12 | 213.05 | C | 001349 | SCHWAAB INC. EMBOSSER DESK TOP JCAP GRANT EXPENSE | A11104JCAP | 940 | 213.05 | | 17896 | 236.00 |

PAGE 9 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|---|------------------|----------------|----------------|------------|----------------|----------------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| 44129 | 05-23-12 | 821.89 | C | 001017 | SENTRY BUSINESS PROD. PRINTER CARTRIDGES TOWN CLERK CONTRACTUAL | A14104 | 941 | 225.96 | | 17913 | 225.96 |
| | | | C | 001017 | SENTRY BUSINESS PROD. INK CARTRIDGES CONTRACTUAL EXP. CONTRACTUAL EXP. | A12204 B80104 | 942 942 | 34.99 83.98 | | 17883 17883 | 34.99 83.98 |
| | | | C | 001017 | SENTRY BUSINESS PROD. PRINTER TONER PARKS OFFICE SUPPLIES | B702041 | 943 | 476.96 | | 17936 | 476.96 |
| 44130 | 05-23-12 | 315.00 | C | 004785 | SKATING CLUB OF CNY SKATING INSTRUCTION FOR MA PROGRAM EXPENSES | B702044 | 944 | 315.00 | | 17938 | 315.00 |
| 44131 | 05-23-12 | 164.85 | C | 003581 | SONITROL SERVICES OF NEW YO SECURITY MONITORING UTILITIES | B731042 | 945 | 164.85 | | 17961 | 164.95 |
| 44132 | 05-23-12 | 695.00 | C | 001211 | SOUTH BAY FIRE DEPT. BALANCE SPECIAL ITEMS JUDGEMENTS & | A19304 | 946 | 695.00 | | | |
| 44133 | 05-23-12 | 67.57 | C | 001021 | STAPLES INC. 3-HOLE PUNCH CONTRACTUAL EXP. | A13154 | 947 | 39.65 | | 17945 | 29.99 |
| | | | C | 001021 | STAPLES INC. OFFICE SUPPLIES - COLORED PA ASSESSOR CONTRACTUAL | A13554 | 948 | 27.92 | | 17949 | 23.93 |
| 44134 | 05-23-12 | 98.95 | C | 003689 | TIME WARNER CABLE 5/1-5/31/12 CONTRACTUAL EXP. | B312040 | 949 | 40.00 | | | |
| | | | C | 003689 | TIME WARNER CABLE 5/1-5/31/12 SECURITY - TIME WARNER | A162044 | 950 | 58.95 | | | |
| 44135 | 05-23-12 | 316.80 | C | 004984 | TOSHIBA-USBANK A TFS PROGR 4/15-5/15 CONTRACTS | A1620460 | 951 | 185.84 | | | |
| | | | C | 004984 | TOSHIBA-USBANK A TFS PROGR 2012 YEARLY CONTRACT COPIER/LEASE | B312051 | 952 | 130.96 | | 17484 | 95.13 |
| 44136 | 05-23-12 | 695.00 | C | 001212 | TOWN OF SULLIVAN BALANCE SPECIAL ITEMS JUDGEMENTS & | A19304 | 953 | 695.00 | | | |
| 44137 | 05-23-12 | 109.99 | C | 001101 | VERIZON 5/4-6/3 INTERNET | A168045 | 954 | 109.99 | | | |
| 44138 | 05-23-12 | 695.00 | C | 001208 | VILLAGE OF N.SYRACUSE BALANCE SPECIAL ITEMS JUDGEMENTS & | A19304 | 955 | 695.00 | | | |
| 44139 | 05-23-12 | 171.93 | C | 004678 | W.B. MASON COMPANY INC. | | | | | | |

PAGE 10 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| Check Number | Date | Check Amount | Type | Ven Num | Claimant Name/ Check Description | Account Number | Invoice Number | Appropriation | | Encumbrance | |
|--------------|----------|--------------|------|---------|--|----------------|----------------|---------------|------------|-------------|-----------|
| | | | | | | | | S/L Amount | G/L Amount | Number | Amount |
| | | | | | OFFICE SUPPLIES SUPPLIES | A711040 | 957 | 4.10 | | 17924 | 4.10 |
| | | | | | CONTRACTUAL EXP. | B80104 | 957 | 21.99 | | 17924 | 21.99 |
| | | | | | CONTRACTUAL EXP. | A12204 | 957 | 3.69 | | 17924 | 3.69 |
| | | | | | CENTRAL STOREROOM CONTRA | A16604 | 957 | 4.10 | | 17924 | 4.10 |
| | | | C | 004678 | W.B. MASON COMPANY INC. CERTIFICATES | | | | | | |
| | | | | | CONTRACTUAL EXP. | A12204 | 958 | 27.57 | | 17931 | 27.57 |
| | | | C | 004678 | W.B. MASON COMPANY INC. OFFICE SUPPLIES | | | | | | |
| | | | | | CENTRAL STOREROOM CONTRA | A16604 | 959 | 20.54 | | 17954 | 25.04 |
| | | | | | CONTRACTUAL EXP. | A13154 | 959 | 89.94 | | 17954 | 89.94 |
| 44140 | 05-23-12 | 31.28 | C | 002336 | WALMART BUSINESS PROGRAM SUPPLIES | | | | | | |
| | | | | | PROGRAM SUPPLIES | B7310402 | 956 | 31.28 | | 17921 | 31.28 |
| DEBIT | 05-23-12 | 135.00 | M | 003051 | EBS BENEFIT SOLUTIONS, INC CLAIMS | | | | | | |
| | | | | | FLEX BENEFITS | T203 | 854 | | 135.00 | | |
| DEBIT | 05-23-12 | 354.89 | M | 003051 | EBS BENEFIT SOLUTIONS, INC CLAIMS | | | | | | |
| | | | | | FLEX BENEFITS | T203 | 855 | | 354.89 | | |
| DEBIT | 05-23-12 | 366.90 | M | 004301 | ADP INC PR10 | | | | | | |
| | | | | | CONTRACTUAL EXP. | A13154 | 862 | 366.90 | | | |
| DEBIT | 05-23-12 | 55.00 | M | 003051 | EBS BENEFIT SOLUTIONS, INC APRIL | | | | | | |
| | | | | | FLEX ADMINISTRATION | A90898 | 863 | 55.00 | | | |
| TOTAL | | 356,809.71 | | | | | | 119,011.66 | 237,798.05 | | 19,860.69 |

TOTAL CHECK COUNT.....: 95
 TOTAL MANUAL CHECKS....: 17
 TOTAL COMPUTER CHECKS.: 78

PAGE 12 - CASH DISBURSEMENT SCHEDULE SN- 20 DATED 05-18-12

| | | | |
|--------------------|------------------------|------------|------------|
| T204B | HEALTH CONTRIBUTION B | 1,433.72 | |
| T204DB | HEALTH CONTRIBUTION DB | 3,479.13 | |
| T207B | BRODHEAD INSURANCE | 39.92 | |
| T207BO | BOYKE INSURANCE | 530.79 | |
| T207CO | COLE-INSURANCE | | 79.84 |
| T207D | DEAN INSURANCE | 1,157.35 | |
| T207E | EXNER INSURANCE | 79.85 | |
| T207K | KOPE INSURANCE | 368.46 | |
| T207L | LURCOCK INSURANCE | 408.38 | |
| T207LO | LOSITO-INSURANCE | 530.79 | |
| T207O | ORCUTT INSURANCE | 79.85 | |
| T207P | PUTZER INSURANCE | 1,535.65 | |
| T207R | REARDON INSURANCE | 295.35 | |
| T207S | SMITH-INSURANCE | 79.85 | |
| T207SO | SOULIER-INSURANCE | 79.85 | |
| T21 | NYS WITHHOLDING | 6,053.23 | |
| T22 | FEDERAL INCOME TAX | 15,830.67 | |
| T23 | GARNISHEE | 324.32 | |
| T241 | PBA UNION DUES | 500.00 | |
| T25 | PAYROLL SAVINGS | 72,047.91 | |
| T26 | SOCIAL SECURITY | 13,314.71 | |
| T261 | FICA/MEDICARE | 3,712.70 | |
| T461.4 | PEBSO | 1,430.00 | |
| T6607 E.ZC | LOPRESTI-WR1467 | 900.00 | |
| Total for May 2012 | | 377,077.70 | 377,077.70 |
| Grand Total | | 377,077.70 | 377,077.70 |

TOWN OF CICERO
CHECK LISTING SN- 20
CHECK NUMBER SORT
ALL FUNDS
DATED 05-18-12

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|--------------------------------|------|-------------------------------|--------------|--------------|
| 05-23-12 | NATIONAL GRID | M | APRIL | 25,063.22 | 1124 |
| 05-23-12 | TRUST & AGENCY | M | PR10 | 1,283.13 | 1658 |
| 05-23-12 | TREASURER, NSCS | M | APRIL | 41.23 | 1659 |
| 05-23-12 | NYS TEAMSTERS CO HEALTH & HO | M | JUNE | 34.66 | 1660 |
| 05-23-12 | VERIZON | M | PUMPING STATIONS 4/28-5/27/12 | 119.27 | 3940 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 450.46 | 3941 |
| 05-23-12 | CICERO POLICE PBA | M | PR10 | 500.00 | 9945 |
| 05-23-12 | NATIONWIDE RETIREMENT SOLUT | M | PR10 | 1,430.00 | 9946 |
| 05-23-12 | CICERO PAYROLL ACCOUNT T10 | M | PR10 | 20,260.16 | 9947 |
| 05-23-12 | CICERO PAYROLL ACCOUNT-SUPP | M | PR10 | 324.32 | 9947 |
| 05-23-12 | CICERO PAYROLL SAVINGS T25 | M | PR10 | 72,047.91 | 9947 |
| 05-23-12 | CICERO PAYROLL ACCOUNT TAXE | M | PR10 | 38,911.31 | 9947 |
| 05-23-12 | BENISTAR/HARTFORD | C | JUNE ACCOUNT 6047 | 736.92 | 9948 |
| 05-23-12 | EXCELLUS BLUE CROSS BLUE SHIE | C | JUNE GROUP 502571-501 | 989.18 | 9949 |
| 05-23-12 | EXCELLUS BLUE CROSS BLUE SHIE | C | JUNE GROUP 502571-541 | | |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031908-C001 | 2,139.08 | 9950 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031907-0001 | 4,605.72 | 9951 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031908-0001 | 2,111.13 | 9952 |
| 05-23-12 | O'BRIEN & GERE ENGINEERS, INC. | C | PUD PLAN | 900.00 | 9953 |
| 05-23-12 | MICHAEL SEE | C | DENTAL DEDUCTION PR8 IN ERRO | 4.79 | 9954 |
| 05-23-12 | GUARDIAN-BETHLEHEM | V | MAY | -123.81 | 44037 |
| 05-23-12 | RICHARD BOISEY | M | MAY | 1,641.50 | 44064 |
| 05-23-12 | JODY ROGERS | M | PETTY CASH | 145.63 | 44065 |
| 05-23-12 | TRUST & AGENCY | M | PR10 | 98,012.27 | 44066 |
| 05-23-12 | VERIZON | M | 4/28-5/27 | 53.46 | 44067 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 3,029.04 | 44068 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 861.86 | 44068 |
| 05-23-12 | NATIONAL GRID | M | TEEN CENTER 3/21-4/22 | 173.97 | 44069 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 1,809.39 | 44070 |
| 05-23-12 | AAA QUICK PLOWS & LAWNS INC | C | MOWING CONTRACT CEMETERY 0 | 1,158.00 | 44071 |
| 05-23-12 | AMERICAN MESSAGING | C | PAGER - MAY | 5.50 | 44072 |
| 05-23-12 | ANIMAL KINGDOM VET.HOSPITAL | C | MARCH/APRIL DOG CONTROL | 1,260.00 | 44073 |
| 05-23-12 | BALLARD, CANDICE | C | REFUND GYMNASTICS | 70.00 | 44074 |

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|-------------------------------|------|--------------------------------|--------------|--------------|
| 05-23-12 | BARONE FARM & FEED | C | FLOWERS | 230.00 | 44075 |
| 05-23-12 | TONI'LYN BRAUCHLE | C | FIELD TRIP AND MOVIE CANTEEN | 272.86 | 44076 |
| 05-23-12 | TONI'LYN BRAUCHLE | C | SUPPLIES FOR THE CANTEEN | | |
| 05-23-12 | BREWERTON FIRE DISTRICT | C | BALANCE | 695.00 | 44077 |
| 05-23-12 | BROWN EXCAVATING COMPANY I | C | TOPSOIL FOR THE PARKS TBM 03/2 | 2,827.50 | 44078 |
| 05-23-12 | BROWN EXCAVATING COMPANY I | C | INFIELD MIX TBM 03/28/2012 | | |
| 05-23-12 | C & S ENGINEERS INC | C | 2012 ANNUAL RETAINER | 4,140.00 | 44079 |
| 05-23-12 | C & S ENGINEERS INC | C | 2012 ANNUAL RETAINER | | |
| 05-23-12 | CICERO FIRE DISTRICT | C | BALANCE | 695.00 | 44080 |
| 05-23-12 | CICERO HIGHWAY DEPT. | C | APRIL DIESEL USEAGE | 879.11 | 44081 |
| 05-23-12 | CINTA'S CORPORATION LOC 121 | C | 5/4 | 36.02 | 44082 |
| 05-23-12 | COMDOC | C | 6/1-7/1/12 | 232.34 | 44083 |
| 05-23-12 | COMMUNITY MEDIA GROUP LLC | C | NOTICES | 84.00 | 44084 |
| 05-23-12 | COMPUTER OUTLET OF CICERO | C | TOWN CLERK | 187.50 | 44085 |
| 05-23-12 | DAVIS MECHANICAL SERVICE, INC | C | SUMMER SETTINGS | 615.75 | 44086 |
| 05-23-12 | DAVIS MECHANICAL SERVICE, INC | C | INCREMENTAL 6 - UNIT CLEANING | | |
| 05-23-12 | DRIVERS VILLAGE INC | C | REPAIRS | 2,139.85 | 44087 |
| 05-23-12 | EXCELLUS BLUE CROSS BLUE SHIE | C | JUNE GROUP 502571-501 | 1,251.27 | 44088 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031908-0001 | 8,415.70 | 44089 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031907-0001 | 8,344.90 | 44090 |
| 05-23-12 | GENERAL CREDIT FORMS INC | C | 10 ROLLS OF CREDIT CARD TAPE | 26.22 | 44091 |
| 05-23-12 | GENUINE PARTS COMPANY-SYRAC | C | VEHICLE MAINTENANCE SUPPLIES | 20.11 | 44092 |
| 05-23-12 | GERMAIN & GERMAIN, LLP | C | LITIGATION | 180.00 | 44093 |
| 05-23-12 | HALO HEAVEN INC | C | RECITAL COSTUMES | 54.50 | 44094 |
| 05-23-12 | HAUN WELDING SUPPLY | C | HELIUM CYLINDER ONE YEAR LEA | 47.00 | 44095 |
| 05-23-12 | HLAWATHA FASTENERS | C | MISC NUTS BOLTS HARDWARE | 137.36 | 44096 |
| 05-23-12 | HLAWATHA FASTENERS | C | NUTS AND BOLTS | | |
| 05-23-12 | HILL & MARKES, INC | C | RESTROOM SUPPLIES | 577.39 | 44097 |
| 05-23-12 | HILL & MARKES, INC | C | CLEANING SUPPLIES | | |
| 05-23-12 | HOME DEPOT CREDIT SERVICES | C | GENERAL MAINTENANCE SUPPLIE | 47.19 | 44098 |
| 05-23-12 | HUMMEL'S OFFICE PLUS | C | COPY PAPER | 27.99 | 44099 |
| 05-23-12 | INTERFORM PRINTINGS PROMOTIO | C | INSPECTION REPORTS | 79.00 | 44100 |
| 05-23-12 | JEROME FIRE EQUIPMENT CO. | C | FIRE EXTINGUISHER INSPECTION | 185.00 | 44101 |
| 05-23-12 | KIRWAN LAW FIRM, P.C. | C | SPARKES | 390.00 | 44102 |
| 05-23-12 | KWIK KOPY PRINTING | C | BUSINESS CARD ZONING | 124.50 | 44103 |
| 05-23-12 | MAC ELECTRIC SERVICES INC | C | REPAIR DAMAGED ELECTRIC LINE | 695.00 | 44104 |
| 05-23-12 | BRUCE MAIN | C | TRAINING TBM 04/25/12 | 125.13 | 44105 |
| 05-23-12 | MARK ANTHONY CONTRACTING I | C | REFUND PERMITS-HENSON/CORSA | 732.00 | 44106 |
| 05-23-12 | MONARCH INDUSTRIES | C | PICNIC TABLES TBM 04/25/2012 | 1,350.00 | 44107 |
| 05-23-12 | MONRO MUFFLER BRAKE,INC. | C | APRIL MAINT | 248.50 | 44108 |

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|-------------------------------|------|--------------------------------|--------------|--------------|
| 05-23-12 | NANCY MORGAN | C | 5/7 | 150.00 | 44109 |
| 05-23-12 | TREASURER, NSCS | C | WINTER AND SPRING PROGRAMS | 8,033.63 | 44110 |
| 05-23-12 | TREASURER, NSCS | C | APRIL | | |
| 05-23-12 | NORTH SYRACUSE LAWN & SNOW | C | SIDE ENGINE GRILL 4600 TRACTOR | 123.84 | 44111 |
| 05-23-12 | NOPL | C | BALANCE | 1,939.50 | 44112 |
| 05-23-12 | NYMIR | C | INSURANCE DEDUCTIBLE | 2,500.00 | 44113 |
| 05-23-12 | NYS TEAMSTERS CO HEALTH & HO | C | JUNE | 19,611.42 | 44114 |
| 05-23-12 | NYS TEAMSTERS CO HEALTH & HO | C | JUNE | 86.65 | 44115 |
| 05-23-12 | NYSBOC CENTRAL CHAPTER | C | MEMBERSHIP-PROCOPIO/DUNHAM | 100.00 | 44116 |
| 05-23-12 | OCRA | C | APRIL TRASH DISPOSAL SERVICE | 20.89 | 44117 |
| 05-23-12 | OCMCCA | C | DUES-OTTAWAY/THOMPSON/BOW | 45.00 | 44118 |
| 05-23-12 | ONON CO WATER AUTHORITY | C | WATER METERS | 462.50 | 44119 |
| 05-23-12 | ONON CO WATER AUTHORITY | C | WATER METERS | | |
| 05-23-12 | OSWEGO TOOL & STEEL CO., INC. | C | CORROGATED PIPE SKYWAY PARK | 796.12 | 44120 |
| 05-23-12 | PBS BRAKE SERVICE INC. | C | BRAKES - EMERGENCY POLICE | 909.10 | 44121 |
| 05-23-12 | PBS BRAKE SERVICE INC. | C | BRAKES - EMERGENCY POLICE | | |
| 05-23-12 | PEP BOYS | C | HEADLIGHT BULBS POLICE VEC | 12.00 | 44122 |
| 05-23-12 | POSITIVE PROMOTIONS | C | POLICE SAFETY PROGRAM MATER | 232.10 | 44123 |
| 05-23-12 | POST-STANDARD | C | NOTICE | 107.87 | 44124 |
| 05-23-12 | POST-STANDARD | C | NOTICES | | |
| 05-23-12 | ROUTE 11 STORAGE CO. | C | JUNE | 100.00 | 44125 |
| 05-23-12 | SABRE ENTERPRISES | C | PORT A JOHNS PARKS | 49.00 | 44126 |
| 05-23-12 | SALT CITY PEST ELIMINATION | C | PEST CONTROL MAY JUNE JULY | 79.00 | 44127 |
| 05-23-12 | SCHWAAB INC. | C | EMBOSSER DESK TOP | 213.05 | 44128 |
| 05-23-12 | SENTRY BUSINESS PROD. | C | PRINTER CARTRIDGES | 821.89 | 44129 |
| 05-23-12 | SENTRY BUSINESS PROD. | C | INK CARTRIDGES | | |
| 05-23-12 | SENTRY BUSINESS PROD. | C | PRINTER TONER PARKS | | |
| 05-23-12 | SKATING CLUB OF CNY | C | SKATING INSTRUCTION FOR MAY | 315.00 | 44130 |
| 05-23-12 | SONITROL SERVICES OF NEW YOR | C | SECURITY MONITORING | 164.85 | 44131 |
| 05-23-12 | SOUTH BAY FIRE DEPT. | C | BALANCE | 695.00 | 44132 |
| 05-23-12 | STAPLES INC. | C | 3-HOLE PUNCH | 67.57 | 44133 |
| 05-23-12 | STAPLES INC. | C | OFFICE SUPPLIES - COLORED PAPE | | |
| 05-23-12 | TIME WARNER CABLE | C | 5/1-5/31/12 | 98.95 | 44134 |
| 05-23-12 | TIME WARNER CABLE | C | 5/1-5/31/12 | | |
| 05-23-12 | TOSHIBA-USBANK A TFS PROGRA | C | 4/15-5/15 | 316.80 | 44135 |
| 05-23-12 | TOSHIBA-USBANK A TFS PROGRA | C | 2012 YEARLY CONTRACT | | |
| 05-23-12 | TOWN OF SULLIVAN | C | BALANCE | 695.00 | 44136 |
| 05-23-12 | VERIZON | C | 5/4-6/3 | 109.99 | 44137 |
| 05-23-12 | VILLAGE OF N.SYRACUSE | C | BALANCE | 695.00 | 44138 |
| 05-23-12 | W.B. MASON COMPANY INC. | C | OFFICE SUPPLIES | 171.93 | 44139 |

PAGE 16 - CHECK NUMBER SORT SN- 20 DATED 05-18-12

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|----------------------------|------|-------------------|--------------|--------------|
| 05-23-12 | W.B. MASON COMPANY INC. | C | CERTIFICATES | | |
| 05-23-12 | W.B. MASON COMPANY INC. | C | OFFICE SUPPLIES | | |
| 05-23-12 | WALMART BUSINESS | C | PROGRAM SUPPLIES | 31.28 | 44140 |
| 05-23-12 | EBS BENEFIT SOLUTIONS, INC | M | CLAIMS | 135.00 | DEBIT |
| 05-23-12 | EBS BENEFIT SOLUTIONS, INC | M | CLAIMS | 354.89 | DEBIT |
| 05-23-12 | ADP INC | M | PR10 | 366.90 | DEBIT |
| 05-23-12 | EBS BENEFIT SOLUTIONS, INC | M | APRIL | 55.00 | DEBIT |

356,809.71

TOWN OF CICERO
CHECK LISTING SN- 20
VENDOR NAME SORT
ALL FUNDS
DATED 05-18-12

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|-------------------------------|------|--------------------------------|--------------|--------------|
| 05-23-12 | AAA QUICK PLOWS & LAWNS INC | C | MOWING CONTRACT CEMETERY 0 | 1,158.00 | 44071 |
| 05-23-12 | ADP INC | M | PR10 | 366.90 | DEBIT |
| 05-23-12 | AMERICAN MESSAGING | C | PAGER - MAY | 5.50 | 44072 |
| 05-23-12 | ANIMAL KINGDOM VET.HOSPITAL | C | MARCH/APRIL DOG CONTROL | 1,260.00 | 44073 |
| 05-23-12 | BALLARD, CANDICE | C | REFUND GYMNASTICS | 70.00 | 44074 |
| 05-23-12 | BARONE FARM & FEED | C | FLOWERS | 230.00 | 44075 |
| 05-23-12 | BENISTAR/HARTFORD | C | JUNE ACCOUNT 6047 | 736.92 | 9948 |
| 05-23-12 | RICHARD BOISEY | M | MAY | 1,641.50 | 44064 |
| 05-23-12 | TON'LYN BRAUCHLE | C | FIELD TRIP AND MOVIE CANTEEN | 272.86 | 44076 |
| 05-23-12 | TON'LYN BRAUCHLE | C | SUPPLIES FOR THE CANTEEN | | |
| 05-23-12 | BREWERTON FIRE DISTRICT | C | BALANCE | 695.00 | 44077 |
| 05-23-12 | BROWN EXCAVATING COMPANY I | C | TOPSOIL FOR THE PARKS TBM 03/2 | 2,827.50 | 44078 |
| 05-23-12 | BROWN EXCAVATING COMPANY I | C | INFIELD MIX TBM 03/28/2012 | | |
| 05-23-12 | C & S ENGINEERS INC | C | 2012 ANNUAL RETAINER | 4,140.00 | 44079 |
| 05-23-12 | C & S ENGINEERS INC | C | 2012 ANNUAL RETAINER | | |
| 05-23-12 | CICERO FIRE DISTRICT | C | BALANCE | 695.00 | 44080 |
| 05-23-12 | CICERO HIGHWAY DEPT. | C | APRIL DIESEL USEAGE | 879.11 | 44081 |
| 05-23-12 | CICERO PAYROLL ACCOUNT T10 | M | PR10 | 20,260.16 | 9947 |
| 05-23-12 | CICERO PAYROLL ACCOUNT TAXE | M | PR10 | 38,911.31 | 9947 |
| 05-23-12 | CICERO PAYROLL ACCOUNT-SUPP | M | PR10 | 324.32 | 9947 |
| 05-23-12 | CICERO PAYROLL SAVINGS T25 | M | PR10 | 72,047.91 | 9947 |
| 05-23-12 | CICERO POLICE PBA | M | PR10 | 500.00 | 9945 |
| 05-23-12 | CINTA'S CORPORATION LOC 121 | C | 5/4 | 36.02 | 44082 |
| 05-23-12 | COMDOC | C | 6/1-7/1/12 | 232.34 | 44083 |
| 05-23-12 | COMMUNITY MEDIA GROUP LLC | C | NOTICES | 84.00 | 44084 |
| 05-23-12 | COMPUTER OUTLET OF CICERO | C | TOWN CLERK | 187.50 | 44085 |
| 05-23-12 | DAVIS MECHANICAL SERVICE, INC | C | SUMMER SETTINGS | 615.75 | 44086 |
| 05-23-12 | DAVIS MECHANICAL SERVICE, INC | C | INCREMENTAL 6 - UNIT CLEANING | | |
| 05-23-12 | DRIVERS VILLAGE INC | C | REPAIRS | 2,139.85 | 44087 |
| 05-23-12 | EBS BENEFIT SOLUTIONS, INC | M | CLAIMS | 135.00 | DEBIT |
| 05-23-12 | EBS BENEFIT SOLUTIONS, INC | M | CLAIMS | 354.89 | DEBIT |
| 05-23-12 | EBS BENEFIT SOLUTIONS, INC | M | APRIL | 55.00 | DEBIT |
| 05-23-12 | EXCELLUS BLUE CROSS BLUE SHIE | C | JUNE GROUP 502571-501 | 989.18 | 9949 |

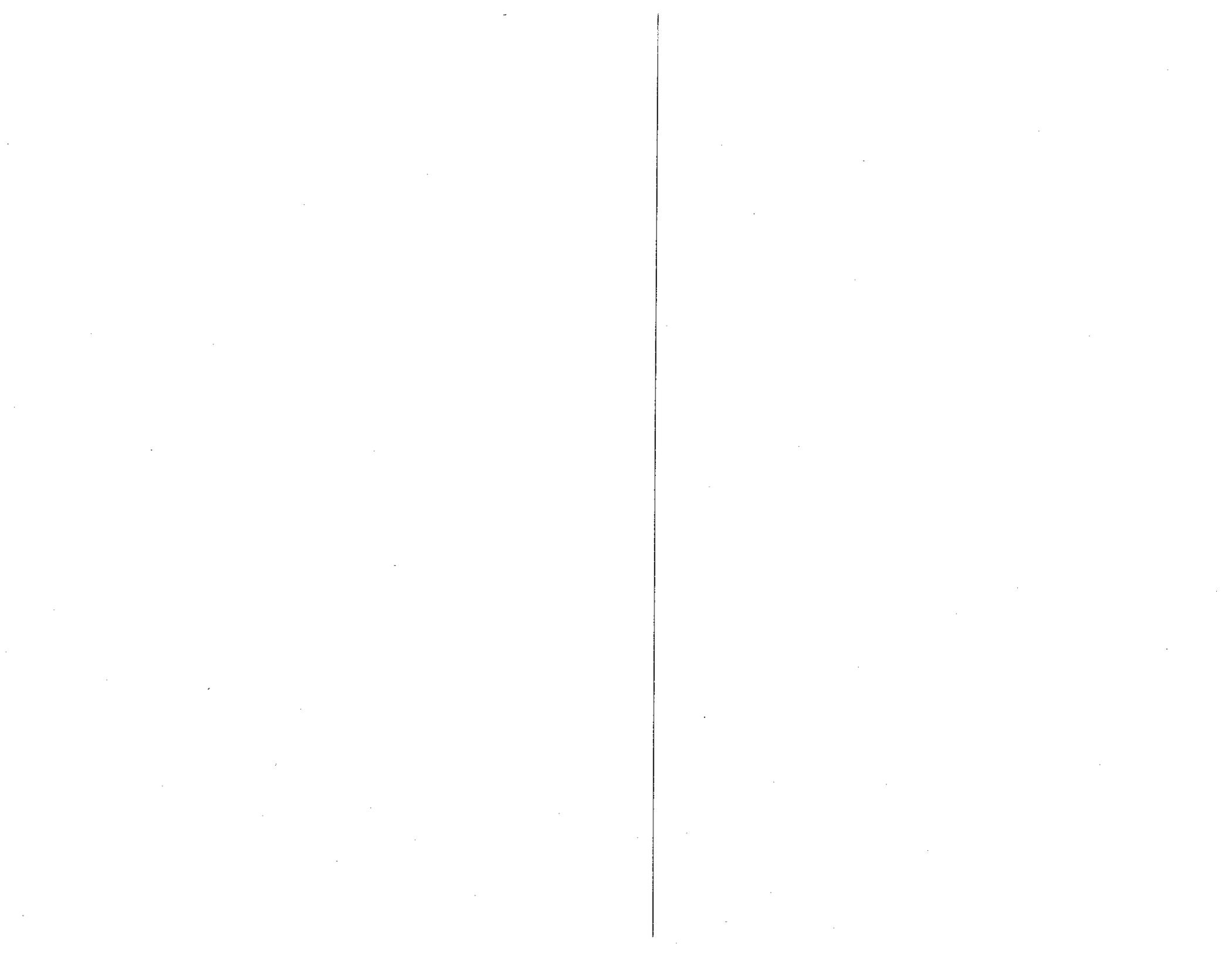
| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|-------------------------------|------|--------------------------------|--------------|--------------|
| 05-23-12 | EXCELLUS BLUE CROSS BLUE SHIE | C | JUNE GROUP 502571-541 | | |
| 05-23-12 | EXCELLUS BLUE CROSS BLUE SHIE | C | JUNE GROUP 502571-501 | 1,251.27 | 44088 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031908-C001 | 2,139.08 | 9950 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031907-0001 | 4,605.72 | 9951 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031908-0001 | 2,111.13 | 9952 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031908-0001 | 8,415.70 | 44089 |
| 05-23-12 | EXCELLUS BLUECROSS BLUESHIE | C | JUNE GROUP 00031907-0001 | 8,344.90 | 44090 |
| 05-23-12 | GENERAL CREDIT FORMS INC | C | 10 ROLLS OF CREDIT CARD TAPE | 26.22 | 44091 |
| 05-23-12 | GENUINE PARTS COMPANY-SYRAC | C | VEHICLE MAINTENANCE SUPPLIES | 20.11 | 44092 |
| 05-23-12 | GERMAIN & GERMAIN, LLP | C | LITIGATION | 180.00 | 44093 |
| 05-23-12 | GUARDIAN-BETHLEHEM | V | MAY | -123.81 | 44037 |
| 05-23-12 | HALO HEAVEN INC | C | RECITAL COSTUMES | 54.50 | 44094 |
| 05-23-12 | HAUN WELDING SUPPLY | C | HELIUM CYLINDER ONE YEAR LEA | 47.00 | 44095 |
| 05-23-12 | HIA WATHA FASTENERS | C | MISC NUTS BOLTS HARDWARE | 137.36 | 44096 |
| 05-23-12 | HIA WATHA FASTENERS | C | NUTS AND BOLTS | | |
| 05-23-12 | HILL & MARKES, INC | C | RESTROOM SUPPLIES | 577.39 | 44097 |
| 05-23-12 | HILL & MARKES, INC | C | CLEANING SUPPLIES | | |
| 05-23-12 | HOME DEPOT CREDIT SERVICES | C | GENERAL MAINTENANCE SUPPLIE | 47.19 | 44098 |
| 05-23-12 | HUMMEL'S OFFICE PLUS | C | COPY PAPER | 27.99 | 44099 |
| 05-23-12 | INTERFORM PRINTINGS PROMOTIO | C | INSPECTION REPORTS | 79.00 | 44100 |
| 05-23-12 | JEROME FIRE EQUIPMENT CO. | C | FIRE EXTINGUISHER INSPECTION | 185.00 | 44101 |
| 05-23-12 | KIRWAN LAW FIRM, P.C. | C | SPARKES | 390.00 | 44102 |
| 05-23-12 | KWIK KOPY PRINTING | C | BUSINESS CARD ZONING | 124.50 | 44103 |
| 05-23-12 | MAC ELECTRIC SERVICES INC | C | REPAIR DAMAGED ELECTRIC LINE | 695.00 | 44104 |
| 05-23-12 | BRUCE MAIN | C | TRAINING TBM 04/25/12 | 125.13 | 44105 |
| 05-23-12 | MARK ANTHONY CONTRACTING I | C | REFUND PERMITS-HENSON/CORSA | 732.00 | 44106 |
| 05-23-12 | MONARCH INDUSTRIES | C | PICNIC TABLES TBM 04/25/2012 | 1,350.00 | 44107 |
| 05-23-12 | MONRO MUFFLER BRAKE,INC. | C | APRIL MAINT | 248.50 | 44108 |
| 05-23-12 | NANCY MORGAN | C | 5/7 | 150.00 | 44109 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 25,063.22 | 1124 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 450.46 | 3941 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 3,029.04 | 44068 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 861.86 | 44068 |
| 05-23-12 | NATIONAL GRID | M | TEEN CENTER 3/21-4/22 | 173.97 | 44069 |
| 05-23-12 | NATIONAL GRID | M | APRIL | 1,809.39 | 44070 |
| 05-23-12 | NATIONWIDE RETIREMENT SOLUT | M | PR10 | 1,430.00 | 9946 |
| 05-23-12 | TREASURER, NSCSD | M | APRIL | 41.23 | 1659 |
| 05-23-12 | TREASURER, NSCSD | C | WINTER AND SPRING PROGRAMS | 8,033.63 | 44110 |
| 05-23-12 | TREASURER, NSCSD | C | APRIL | | |
| 05-23-12 | NORTH SYRACUSE LAWN & SNOW | C | SIDE ENGINE GRILL 4600 TRACTOR | 123.84 | 44111 |

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|--------------------------------|------|--------------------------------|--------------|--------------|
| 05-23-12 | NOPL | C | BALANCE | 1,939.50 | 44112 |
| 05-23-12 | NYMIR | C | INSURANCE DEDUCTIBLE | 2,500.00 | 44113 |
| 05-23-12 | NYS TEAMSTERS CO HEALTH & HO | M | JUNE | 34.66 | 1660 |
| 05-23-12 | NYS TEAMSTERS CO HEALTH & HO | C | JUNE | 19,611.42 | 44114 |
| 05-23-12 | NYS TEAMSTERS CO HEALTH & HO | C | JUNE | 86.65 | 44115 |
| 05-23-12 | NYSBOC CENTRAL CHAPTER | C | MEMBERSHIP-PROCOPIO/DUNHAM | 100.00 | 44116 |
| 05-23-12 | O'BRIEN & GERE ENGINEERS, INC. | C | PUD PLAN | 900.00 | 9953 |
| 05-23-12 | OCRRA | C | APRIL TRASH DISPOSAL SERVICE | 20.89 | 44117 |
| 05-23-12 | OCMCCA | C | DUES-OTTAWAY/THOMPSON/BOW | 45.00 | 44118 |
| 05-23-12 | ONON CO WATER AUTHORITY | C | WATER METERS | 462.50 | 44119 |
| 05-23-12 | ONON CO WATER AUTHORITY | C | WATER METERS | | |
| 05-23-12 | OSWEGO TOOL & STEEL CO., INC. | C | CORROGATED PIPE SKYWAY PARK | 796.12 | 44120 |
| 05-23-12 | PBS BRAKE SERVICE INC. | C | BRAKES - EMERGENCY POLICE | 909.10 | 44121 |
| 05-23-12 | PBS BRAKE SERVICE INC. | C | BRAKES - EMERGENCY POLICE | | |
| 05-23-12 | PEP BOYS | C | HEADLIGHT BULBS POLICE VEC | 12.00 | 44122 |
| 05-23-12 | POSITIVE PROMOTIONS | C | POLICE SAFETY PROGRAM MATER | 232.10 | 44123 |
| 05-23-12 | POST-STANDARD | C | NOTICE | 107.87 | 44124 |
| 05-23-12 | POST-STANDARD | C | NOTICES | | |
| 05-23-12 | JODY ROGERS | M | PETTY CASH | 145.63 | 44065 |
| 05-23-12 | ROUTE 11 STORAGE CO. | C | JUNE | 100.00 | 44125 |
| 05-23-12 | SABRE ENTERPRISES | C | PORT A JOHNS PARKS | 49.00 | 44126 |
| 05-23-12 | SALT CITY PEST ELIMINATION | C | PEST CONTROL MAY JUNE JULY | 79.00 | 44127 |
| 05-23-12 | SCHWAAB INC. | C | EMBOSSER DESK TOP | 213.05 | 44128 |
| 05-23-12 | MICHAEL SEE | C | DENTAL DEDUCTION PR8 IN BRRO | 4.79 | 9954 |
| 05-23-12 | SENTRY BUSINESS PROD. | C | PRINTER CARTRIDGES | 821.89 | 44129 |
| 05-23-12 | SENTRY BUSINESS PROD. | C | INK CARTRIDGES | | |
| 05-23-12 | SENTRY BUSINESS PROD. | C | PRINTER TONER PARKS | | |
| 05-23-12 | SKATING CLUB OF CNY | C | SKATING INSTRUCTION FOR MAY | 315.00 | 44130 |
| 05-23-12 | SONITROL SERVICES OF NEW YOR | C | SECURITY MONITORING | 164.85 | 44131 |
| 05-23-12 | SOUTH BAY FIRE DEPT. | C | BALANCE | 695.00 | 44132 |
| 05-23-12 | STAPLES INC. | C | 3-HOLE PUNCH | 67.57 | 44133 |
| 05-23-12 | STAPLES INC. | C | OFFICE SUPPLIES - COLORED PAPE | | |
| 05-23-12 | TIME WARNER CABLE | C | 5/1-5/31/12 | 98.95 | 44134 |
| 05-23-12 | TIME WARNER CABLE | C | 5/1-5/31/12 | | |
| 05-23-12 | TOSHIBA-USBANK A TFS PROGRA | C | 4/15-5/15 | 316.80 | 44135 |
| 05-23-12 | TOSHIBA-USBANK A TFS PROGRA | C | 2012 YEARLY CONTRACT | | |
| 05-23-12 | TOWN OF SULLIVAN | C | BALANCE | 695.00 | 44136 |
| 05-23-12 | TRUST & AGENCY | M | PR10 | 1,283.13 | 1658 |
| 05-23-12 | TRUST & AGENCY | M | PR10 | 98,012.27 | 44066 |
| 05-23-12 | VERIZON | M | PUMPING STATIONS 4/28-5/27/12 | 119.27 | 3940 |

PAGE 20 - VENDOR NAME SORT SN- 20 DATED 05-18-12

| Date | Vendor Name | Type | Check Description | Check Amount | Check Number |
|----------|-------------------------|------|-------------------|--------------|--------------|
| 05-23-12 | VERIZON | M | 4/28-5/27 | 53.46 | 44067 |
| 05-23-12 | VERIZON | C | 5/4-6/3 | 109.99 | 44137 |
| 05-23-12 | VILLAGE OF N.SYRACUSE | C | BALANCE | 695.00 | 44138 |
| 05-23-12 | W.B. MASON COMPANY INC. | C | OFFICE SUPPLIES | 171.93 | 44139 |
| 05-23-12 | W.B. MASON COMPANY INC. | C | CERTIFICATES | | |
| 05-23-12 | W.B. MASON COMPANY INC. | C | OFFICE SUPPLIES | | |
| 05-23-12 | WALMART BUSINESS | C | PROGRAM SUPPLIES | 31.28 | 44140 |

356,809.71



May 8, 2012

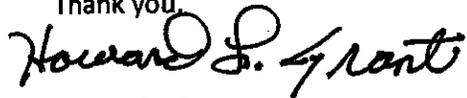
To: Chief Joseph Snell
Town of Cicero Police Department

Chief Snell,

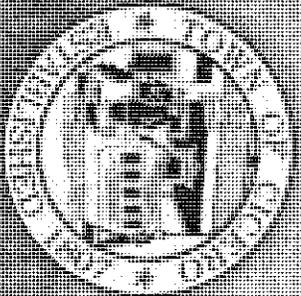
Be advised I am retiring from the Cicero Police Department effective June 2, 2012.
My Last day of work will be May 16, 2012.

It has been an honor working for the Town of Cicero for the last 33 years.

Thank you,

A handwritten signature in black ink that reads "Howard L. Grant". The signature is written in a cursive style with a large, looped initial "H".

Howard L Grant



TOWN OF CICERO
1236 BENTLEY ROAD, CICERO, NY 13039

Committee on Open Government

May 23, 2012

DRAFT



AFFIDAVIT OF PUBLICATION

State of New York
County of Onondaga

Mary Newcomb

being duly sworn, deposes and says
that she is the

Accounts Receivable Bookkeeper
of Eagle Newspapers

publisher of weekly newspapers
in the County of Onondaga,
State of New York, and that a notice was
published in the
following newspaper/s:

- _____ Baldwinsville Messenger
- _____ Eagle Bulletin
- _____ Skaneateles Press
- _____ Eagle Observer
- X Star-Review

On the following date/s:

May 9, 2012

**TOWN OF CICERO
PUBLIC HEARING
NOTICE**

**PLEASE TAKE
NOTICE** that there will be
introduced before the Town
Board of the Town of Cicero,
County of Onondaga and
State of New York, an
application to consider a
**Speed Reduction on Bull
Street, Bridgeport in the
area from 7675 Bull Street
to State Route 31.**

**PLEASE TAKE
FURTHER NOTICE** that
the public hearing will be
held on the aforesaid
application at the Town Hall,
located at 8236 Brewerton
Road, Cicero, New York
13039 on the 23rd day of May,
2012 commencing at
approximately 6:30 P.M.,
local time, at which time all
interested persons will be
given an opportunity to be
heard.

DATED May 1, 2012
**TOWN BOARD OF
THE TOWN OF CICERO,
COUNTY OF
ONONDAGA, NEW YORK**
BY: TOWN CLERK
SR-19

Mary Newcomb

SWORN 9th DAY OF May 2012

Lisa M. Congdon

Lisa M. Congdon
No. 01CO6222819

Community Media Group LLC
2501 James St., Suite 100
Syracuse, New York 13206
(315) 434-8889
Fax: (315) 434-8883

Notary Public, State of New York
Qualified in Onondaga County
Commission Expires June 1, 2014

STATE OF NEW YORK
Onondaga County
Town of Cicero

SS:

The Cicero Town Board received Professional Services Proposals on May 14, 2012 at 11:00 a.m., at the Cicero Town Hall, 8236 Brewerton Road, Cicero, NY, from qualified independent public accountants, or certified public accountants to audit the Justice Court records (per section 2019-a of the Uniform Justice Court Act) for the year ending 2011. Also, regarding Section 9005.1 of the NYS Deferred Compensation Board, to complete an unaudited financial statement of assets and change from the prior year which will include a series of administrative procedures to assure that salary deferrals by Town of Cicero employees are properly invested and accounted. The Cicero Town Board reserves the right to reject any or all bids and all bids are subject to approval by the Town Board.

PROPOSAL FOR JUSTICE AUDIT YEAR ENDING 2011 **AMOUNT**

| | |
|--|---------|
| Testone, Marshall & Discenza, LLP 432 North Franklin Street Syracuse, NY 13204 315-476-4004 | \$5,500 |
| Bowers & Company CPAs PLLC 1200 AXA Tower 1, 100 Madison Street Syracuse, NY 13202 315-234-1100 | \$1,800 |

PROPOSAL FOR SECTION 9005.1
OF THE NYS DEFERRED COMPENSATION
BOARDJUSTICE AUDIT YEAR ENDING 2011 **AMOUNT**

| | |
|--|---------|
| Testone, Marshall & Discenza, LLP 432 North Franklin Street Syracuse, NY 13204 315-476-4004 | \$3,500 |
| Bowers & Company CPAs PLLC 1200 AXA Tower 1, 100 Madison Street Syracuse, NY 13202 315-234-1100 | \$1,700 |

Tracy M. Cosilmon
Town Clerk

MEMO

To: Town Board Members
CC: Comptroller
From: Zoning and Planning
Re: Membership Dues
Date: May 15, 2012

The office of Zoning and Planning received authorization at the February 8, 2012 organizational meeting to pay the International Code Council (ICC) \$100 for membership dues. ICC's recent invoice indicates that amount has changed to \$125.

This office requests permission to pay ICC \$125 for dues. It is a budgeted item.

/tm

Amosley

MEMO

To: Town Board Members

CC: Comptroller

From: Zoning and Planning

Re: Membership Dues

Date: May 15, 2012

The office of Zoning and Planning received authorization at the February 8, 2012 organizational meeting to pay the International Code Council (ICC) \$100 for membership dues. ICC's recent invoice indicates that amount has changed to \$125.

This office requests permission to pay ICC \$125 for dues. It is a budgeted item.

/tm

Amosley

5/23

5/9/12

DEPARTMENT HEAD

TO: Town Board
FROM: Jody L. Rogers, Director
DATE: May 5, 2012
RE: Accept Donation – Cemetery

I would like the Town Board to accept a donation to the Cemetery Fund in an amount of \$5.00 from the family of Hannah Lore Williams received May 5, 2012 at Riverside Cemetery.

Thank you.

TO: Town Board

FROM: Jody L. Rogers, Director
Cicero Youth Bureau, Parks & Recreation

DATE: May 15, 2012

RE: Agenda - Emergency Purchase

Lightning struck a tree at Taft Settlement Cemetery and left it in an unsafe dangerous condition for the neighboring homeowner and upon my inspection it was determined that it needs to be cut down. Due to it being in an old cemetery it is difficult to get equipment close to the tree so it is expensive and will probably need to be climbed.

ITEM: Tree removal
VENDOR: ***TBA
AMOUNT: Not to exceed \$4500
Budget Code: A8810.4

****I have 3 quotes coming but have only received one to date. I will update you when I have the other two.*

TO: Town Board

FROM: Jody L. Rogers, Director
Cicero Youth Bureau, Parks & Recreation

DATE: May 18, 2012

RE: Agenda - Emergency Purchase

Repairs to 4 floating dock anchors at William Park.

ITEM: pile drive and jet in 4 six foot anchors that hold floating dock in place
VENDOR: Commercial Steel
AMOUNT: \$1400 (barge and 2 men)
Budget Code: A7150.42

(Specialty Vendor - Does similar work for barge canal in Oneida Lake.)

May 10, 2012

TO: The Post-Standard – Pam Gallagher

FROM: Tracy M. Cosilmon, Town Clerk, 699-8109

Please publish on Sunday, May 13, 2012 as follows:

The Town of Cicero is seeking bids and qualifications from individuals/firms for the preparation of the 2013 Town Budget. Interested parties should provide proposal to: Town of Cicero Town Clerk's Office, 8236 Brewerton Rd., Cicero, NY 13039 between the hours of 8:30 am to 4:30 pm Monday through Friday and also may be submitted via email to clerk@ciceronewyork.net by May 23, 2012 until 11:00 am. The Cicero Town Board reserves the right to reject and all proposals. All proposals are subject to approval by the Town Board.

AMENDMENT TO CHAPTER 181-STREETS AND SIDEWALKS TO ADD

ARTICLE III-MAINTENANCE STANDARDS

ARTICLE III-MAINTENANCE STANDARDS OF SIDEWALKS

§ 181-12. Purpose.

The purpose of this new Article is to set forth snowplowing regulations, liability of abutting owners or occupants and the penalties for offenses.

§ 181-13. Regulations.

A. No person shall plow, shovel, sweep or pile snow, ice or other such materials in or beyond the right-of-way of any street or public highway or cause such to be done so as to interfere with the safety and convenience or public travel or such as to constitute an obstruction of the sight of persons traveling by vehicle or by foot on public streets or sidewalks or on private driveways.

B. No person shall plow, shovel or pile snow from a private or public driveway in such a manner as to deposit the same in the public roadway or on a public right-of-way or sidewalk or across the street from said driveway or onto the property of another without that person's consent.

§ 181-14. Liability of abutting owner or occupant.

The owner or occupant of lands fronting or abutting on any street in the Town of Cicero shall maintain and repair the sidewalks adjoining said lands and keep the sidewalk free from obstruction, including snow and ice. Such owner or occupant shall be liable for any injury or damage by reason of omission, failure or negligence to maintain or repair such sidewalks or to keep them free of obstructions, including snow and ice.

§ 181-15. Severability.

If any paragraph, section, sentence or portion of a sentence of this chapter shall be found and determined to be invalid, unlawful and/or unconstitutional, such determination shall not invalidate or void any other paragraph, section, sentence or portion thereof, and such other parts thereof shall remain in full force and effect unless and until legally revoked, modified and/or amended.

§ 181-16. Penalties for offenses.

Any person, firm or corporation who violates any provisions of this chapter shall be punished as provided in Section 181-8 of this Chapter, and each day such violation shall continue shall constitute a separate offense.



Report to the Town of Cicero Town Board May 23, 2012

Open government: the governing doctrine which holds that citizens have the right to access the documents and proceedings of the government to allow for effective public oversight

Deborah V. Gardner
Chair, Town of Cicero Committee on Open Government
Cicero, New York

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Background

Establishment of Committee

The Town of Cicero Committee on Open Government (referred to in this report as the *committee*) was established at the January 11, 2012 Town Board meeting. The objective in establishing this committee was to have the benefit of a group of Cicero residents presenting suggestions to the Town Board on ways to improve open government between the Town and its citizens. On January 17, the committee held its first meeting. .

Residents on the committee are:

Chair: Deborah Gardner

Members: Dennis Cook, Town Clerk Tracy Cosilmon, David Kirk, Michael Labulis, Karen Lee, Mark Venesky

Meetings were open to the public and announced via the Town's website and at Town Board meetings.

This report represents initial observations and recommendations from the committee.

Mission

At the first meeting the members developed a mission statement to guide them through the process. The chosen mission statement is:

The purpose of this committee is to come up with ideas on how to make information more accessible to the residents and then suggest ways to implement those ideas.

Committee's Role

Establishing the committee was never intended to be the sole source of open government initiatives. The committee respects that the Town Board and others are actively engaged in helping increase open government activities. The committee recognizes and appreciates a number of open government initiatives already implemented this year, including

- publication of a detailed agenda,
- posting of documents to be discussed at Town Board meetings,
- elimination of acronyms without providing definitions,
- keeping prior agendas on the web site,
- and the expanded use of the redesigned website to provide easy access to public information.

Executive Summary

Objective of Report

The purpose of this report is to present proposals with which the Town Board and government can create, maintain and expand avenues of communications with the residents of the Town of Cicero. These proposals are primarily "one way," from the Town to the residents. It is the committee's belief that this first step will increase communication opportunities for residents to interact more with the Town. The mission statement was explicitly limited in scope to ensure appropriate focus on this first step.

Consideration of Proposals

These suggestions should be reviewed by appropriate personnel and/or committees for technical, operational, legal and economic feasibility.

A challenge faced by the committee was deciding whether ideas were realistic and feasible, whether an idea should be submitted or rejected. For example, mailing a weekly newsletter to each household would certainly improve communications, but at significant cost and with a major impact on staffing. As such, some possibly obvious communications avenues do not appear in this report because it was the committee's considered opinion that the cost was either excessive or the benefits too few.

Overview of Proposals

Use streaming video for Town Board meetings. Streaming video offers real-time viewing of town meetings and the user, as well as the Town, has the option to save (archive) the video. Since the Town Board minutes are much more streamlined than in the past, videos of the town board meetings will be increasingly more valuable.

Readable Budget. The proposal for a readable budget will empower residents to understand the cost of various town departments instead of having the various costs shown in a number of categories that are difficult to assess.

Open Government Commitment. This proposal is to encourage the Town Board and other elected officials to make a written commitment to the furtherance of open government concepts within and outside of the town.

Document the Request for Proposal (RFP) Process. This proposal is to improve understanding by residents of town government processes. Acronyms such as RFP and RFQ are confusing by themselves and the process is not widely understood.

Expand e-Policing reports to website. Adding the periodic e-Policing email notices to the website may improve access to this information for residents.

Investigate social media. Two of the proposals involve social media (Facebook and Twitter). We recognize that some people like these products and some dislike them. Both services are free to use and many, perhaps thousands, of Cicero residents use them daily. Although these media will not reach all residents, they offer an excellent opportunity to communicate short messages with many residents at no direct cost.

Implement an email newsletter. The proposal for an email newsletter offers an opportunity to combine an extensive amount of information monthly for residents and offers the additional benefit of providing an ongoing history of Town achievements and announcements.

Contribute articles to local newspapers. The proposal to write periodic articles for the *Star-Review* and/or *Neighbors North* will ensure that Cicero receives regular visibility in the community and also offers the opportunity for Town employees to share their knowledge. Also, articles are often available after publication via the Internet.

Proposed Response by Town Board

The committee will appreciate a decision on all proposals not later than the September 12, 2012.

Proposals



Open Government Committee Town of Cicero, NY Proposal for Streaming Video

OBJECTIVE:

To give as many residents as possible the opportunity to participate in Town Board meetings in real time.

BACKGROUND:

An on-going concern of Supervisor Corl's is that meetings and workshops were scheduled at inconvenient times for interested parties to attend. At the January 12, 2011 meeting, the suggestion to stream the Town Board meetings was made. After a discussion on the topic, the Town Board voted unanimously to make meetings more accessible to the public and to make a diligent effort to get all information, including costs associated with live feed of Town Board Meetings, on the Internet. (Page 16, Town Board minutes of January 12, 2011)

PROPOSAL:

Stream all Town Board meetings and workshops to the Internet

IMPLEMENTATION SUGGESTIONS:

Begin with streaming just the regular Town Board meetings.

Use as much of the technology the town already has. This may include a laptop with a built-in webcam or with a peripheral webcam. The Town Clerk has a microphone that can be used with cameras to capture audio spoken into the microphones already used at the Town Board meetings.

Free video streaming sites such as UStream (<http://www.ustream.tv/>) and CamStreams (<http://www.camstreams.com/>) can be utilized subject to approval of the terms and conditions by the Town Attorney.

If successful, the Town Board may wish to investigate paid streaming services for additional features. For example, the cost on UStream is \$99 a month for 100 ad-free hours.

A camera that can be mounted on a tripod and used to scan the audience or focus on the speakers might be utilized. Special Town Board meetings, budget workshops and other meetings may be added to the line up.

A link can be placed on the website for one-click access to the meetings.

An archive of the video can be posted to the website. This will be helpful to interested citizens who were unable to watch the meeting live due to their scheduling conflicts.

Special arrangements to stream board meetings may have to be made if the meeting is held off-site.

Examples of streaming/webcasts in New York

North Syracuse School District: <http://www.nscsd.org/district.cfm?subpage=40060>

Yorktown, NY: <http://www.yorktownny.org/generalpage/test-streaming-12>

New York State webcasts: <http://www.nysegov.com/webcast.cfm>

CONSIDERATIONS:

Since the Town Clerk's computer is sometimes used for presentations, a second computer will have to be available for those presentations.

One person should be assigned the task of turning on the web cam and positioning it and changing camera angles if desired.



Open Government Committee
Town of Cicero, NY
Proposal for Budget

OBJECTIVE:

To help ensure that Cicero residents who are interested in the budget process can understand the annual town budget.

PROPOSAL:

The Town's budget is presented in such a manner that many citizens cannot fully understand where the tax monies are being spent. Further, it is difficult to ascertain how many tax dollars are being spent for a particular department. (See attached.)

Many organizations in the private sector publish financial statements in a format that the investors/shareholders can understand while creating an accounting financial statement for internal use. We propose that the annual budget be presented to the public in a taxpayer-friendly version.

IMPLEMENTATION SUGGESTIONS:

The annual budget will be presented to the public in a format that meets the needs of the Town accounting procedures. The budget will also be presented in a taxpayer-friendly version so that the residents can more easily understand where the monies are being allocated. After the first year this format is used, the previous year's budget amounts can be included for easy comparison.

Also, the annual budget is currently online as a scanned image. If the original document is converted to a Portable Document Format (PDF), the budget will be searchable, making it easier for the public to find user-specified items.

This proposal should be reviewed by appropriate personnel and/or committees for technical, operational, legal and economic feasibility.

Budget Confusion

The following is an example of the confusion that may ensue from the current budget format. We attempted to calculate the cost of Parks and Recreation. A break-down of payroll taxes and employee benefits could not be found in the budget. These costs are part of the cost of having a Parks & Recreation department. No costs associated with Information Technology for this department were listed that we found. Other items which may apply are liability insurance and workers' compensation.

Revenues

| | | | |
|--------------------------------|--------|-----------------|-----------|
| Department Income, pg 6 | | | |
| Senior's Charges | 3,500 | | |
| Parks Fees | 700 | | |
| Farmers Market Fees | 1,760 | | |
| | | | |
| Departmental Income, pg 24 | | | |
| Recreation Fees | 54,600 | | |
| Playground Fees | 34,720 | | |
| Extended Daycare | 4,680 | | |
| | | | |
| Miscellaneous Revenues, pg 25 | | | |
| Canteen-related | 60,690 | | |
| | | | |
| State Aid, pg 26 | | | |
| Youth Bureau Funds–Total | 50,000 | | |
| State Aid–Youth Programs P & R | 4,500 | Total Revenues: | \$215,150 |

Expenses

| | | | |
|---------------------------------------|---------|-----------------|------------------|
| Buildings, page 14 | | | |
| Parks & Rec Pole Barn | 2,300 | | |
| | | | |
| Programs for the Aging, pg 19 | | | |
| Total | 94,893 | | |
| | | | |
| Culture and Recreation, pg 19 | | | |
| Parks | 247,387 | | |
| Special Recreational Facilities–Beach | 40,610 | | |
| Farmers Market | 1,625 | | |
| | | | |
| Culture and Recreation, pg 30 | | | |
| Parks & Recreation Admin–total | 198,989 | | |
| Playgrounds & Rec Centers | 36,795 | | |
| Youth Programs, Canteen | 92,977 | Total Expenses: | <u>\$715,596</u> |
| | | | |
| | | Net Expenses: | \$500,426 |

Other Items

None of these items includes a breakdown by department. One may assume that the Parks and Recreation Department incurs some costs in these areas.

- Information Systems, pg 15
- Employees Benefits, pg 22
- Employees Benefits, pg 32



Open Government Committee
Town of Cicero, NY
Proposal for Commitment Statement

OBJECTIVE:

To demonstrate a willingness by elected officials to commit to working for an open government in the Town of Cicero and to set an example for future elected.

PROPOSAL:

Each elected official sign a statement committing to open government.

IMPLEMENTATION SUGGESTIONS:

A sample statement is attached for all elected officials to sign. Each official may choose to write his/her own statement or modify the individual statement also attached. These statements, once signed, should be posted to the web site.

Town of Cicero Open Government Commitment

We, the elected officials of the Town of Cicero, are committed to creating an unprecedented level of openness in our town government. It is the desire and intention of the Town to have town officials work together with the public to ensure open and effective government.

The following objectives all work towards the goal of ensuring the taxpayer dollars are spent efficiently and the Town fosters public trust:

Transparency: To increase accountability, promote informed public participation, and create economic development opportunities, the Town shall expand access to information.

Participation: To create more informed and effective policies, the Town shall enhance and expand opportunities for the public to participate (e.g. detailed town board meeting agendas and releasing documents in advance that are to be discussed at the town board meetings). The Town has created a Committee on Open Government to respond to its citizens' desire to be more involved in the operations and decision making of their government.

Collaboration: To more effectively fulfill its obligations to citizens, the Town will enhance and expand its practices of cooperation among Town departments, other governmental agencies, the public, and non-profit and private organizations.

We will make diligent efforts to ensure that the Town employees and colleagues understand and promote compliance with open government law.

Town Supervisor

Date

Deputy Supervisor

Date

Councilor

Date

Councilor

Date

Councilor

Date

Highway Superintendent

Date

Receiver of Taxes

Date

Town Clerk

Date

Town of Cicero Open Government Commitment

I, John Doe, Title, am committed to creating an unprecedented level of openness in our town government. It my desire and intention to work together with other town officials and the public to ensure open and effective government.

The following objectives all work towards the goal of ensuring the taxpayer dollars are spent efficiently and the Town fosters public trust:

Transparency: To increase accountability, promote informed public participation, and create economic development opportunities, I shall expand access to information.

Participation: To create more informed and effective policies, I shall enhance and expand opportunities for the public to participate in the governmental process.

Collaboration: To more effectively fulfill my obligations to citizens, I shall enhance and expand my practices of cooperation among Town departments, other governmental agencies, the public, and non-profit and private organizations.

I shall make diligent efforts to ensure that the Town employees and colleagues understand and promote compliance with open government law.

John Doe, Title

Date



Open Government Committee
Town of Cicero, NY
Proposal for Requests for Pricing/Proposals

OBJECTIVE:

To ensure that all interested parties understand the process for obtaining bids and that those bids are obtained in a consistent manner. This will increase transparency as to how vendors are selected.

PROPOSAL:

The Town should have a policy that includes definitions of “Requests for Proposal,” “Requests for Quotes” and “Requests for Qualifications.” This policy would include when each will be used with justification. Further, the policy concerning sealed bids should be formalized (if it is not now.)

IMPLEMENTATION SUGGESTIONS:

The Town Board or its designee will write such a policy and the Town Board will, upon approval, communicate the policy by posting it to the web site. Whenever an acronym is used, also include the full spelling, e.g., RFQ (Request For Quote).

All responses should be posted to the web site with its corresponding written request.

This will avoid confusion for the public and provide guidance to this and future boards as to when to use which request.



Open Government Committee
Town of Cicero, NY
Proposal for e-Policing

OBJECTIVE:

To ensure that all interested parties have access to the crime data sent out via email by the Police Department.

PROPOSAL:

E-policing emails will continue to be sent to all residents who subscribe to this service. In addition, a summary document in .pdf format containing all of the crime data (eliminating any header or other extraneous information) can be created and posted to the web site.

IMPLEMENTATION SUGGESTIONS:

The information in the emails can be copied and pasted into the document. Data in each subsequent email can be added to the summary document and uploaded, replacing the now out-of-date document. A new document can be started with the first email of the new month.

Concerns about personal privacy due to subscription requirements will be eliminated. Also, this information will now be readily accessible to taxpayers and retirees who live outside of Cicero, as well as others interested parties.



Open Government Committee
Town of Cicero, NY
Proposal for Social Media (Facebook)

OBJECTIVE:

To develop a process, for interested residents, to subscribe to and receive information on Social Media Sites (Facebook) from the Town of Cicero.

BACKGROUND:

Social Media has proven to be an instrumental force in delivering information to subscribers.

PROPOSAL:

To develop a process to allow pertinent Town information to be posted/ and subscribed to on Social Media Sites. Allow the opportunity for Local residents and the public in general to subscribe to this information.

IMPLEMENTATION SUGGESTIONS:

The Town create an “Open Government” Social Media Site. Identify an “Open Government” employee responsible for keeping the site populated.

This site should contain:

- Directions on obtaining Town Documents
- Reminders of important Dates (e.g. Town Board Meetings, Court Dates, Recreation sign-up deadlines)
- Helpful information from Department heads on navigating Town Processes (e.g. Dog Licensing, Permits, Drainage)
- Site be configured to allow subscriber to opt out of email notifications of site changes and updates.

This site should NOT contain:

- Personal political views of Department heads
- Information that incites political polarity
- Campaign agendas
- Comments from individual subscribers



Open Government Committee
Town of Cicero, NY
Proposal for Social Media (Twitter)

OBJECTIVE:

To send short announcements of time-sensitive events to residents and interested parties.

PROPOSAL:

Use Twitter to send out announcements using 140 characters or less. (The maximum number of characters for a tweet is 140.)

IMPLEMENTATION SUGGESTIONS:

Set up a Twitter account at twitter.com. Use a name that indicates the Town. For example, TownOfCiceroNY or CiceroNY may all be appropriate. "NY" should be in the name so that this account will not be confused with Cicero, Illinois.

Have one person assigned the responsibility of sending the messages (referred to as "tweets"). Examples of messages are: "Town Board meeting tonight 6:30 town hall" or "Last day to sign up for summer camp."

The number of tweets per day or week should not be restricted as these are short messages and people who tweet (referred to as "tweeters") and receive tweets often expect several messages per day.

Advertise "Follow us on Twitter" with an article in the Star-Review and/or Post Standard, a link on the web site and notices on public bulletin boards in Cicero.

Include a disclaimer such as: "The Town of Cicero does not follow other tweeters, nor does it retweet."

CONSIDERATIONS:

The Town may decide to have each department open its own Twitter account. We do not recommend this, as some departments will rarely have a need to tweet and may forget to announce it up-coming activities using Twitter. Also, more people will have to be trained; there may be some resistance to using social media by personnel; and the span of control will be too broad.



Open Government Committee Town of Cicero, NY Proposal for Newsletter

OBJECTIVE:

Provide periodic news announcements to residents. Examples of announcements would include

- New services to residents
- Overview of upcoming events
- Brief summary of high-interest topics from recent Town Board and/or Planning Board minutes
- New topic categories and significant updates on website
- Notice of issues needing resident attention (e.g., stray dogs, unauthorized vendors in area, etc.)
- Reminders of upcoming dates such as holidays, trash days, school closings, Town services such as rabies shots
- Important messages from the Town Supervisor or a Town Counselor

PROPOSAL:

Provide an email newsletter service to residents that can be subscribed to via the Town's website. There might also be a separate page to explain what the email newsletter service does and does not include. This would be a one-way service, geared to share information, but not for dialogues with residents.

IMPLEMENTATION SUGGESTIONS:

People familiar with Internet mailing lists generally prefer to be in control of the relationship. To achieve that, we recommend that the email service allow residents to subscribe and unsubscribe with no manual intervention. Any information collected other than email address should be only for demographic use, such as general location of resident (e.g., Cicero, North Syracuse, Brewerton, Bridgeport), but no personal data. We recommend that the email address subscription list for this service be used for no other purpose, not even for Town business.

Further, we recommend that the format of the email messages be “plain text,” i.e., no graphics, no bold or underscored or other embellishment of fonts, no fancy fonts and no color. By avoiding what is termed “HTML format,” the messages will be smaller, use less bandwidth, and will be less prone to containing any viruses or malware. There should also be no attachments as that increases bandwidth, may contain viruses and may not be readable on the residents’ computers.

We also propose that email newsletters be sent no more frequently than weekly, but not less than monthly. Generally, the more frequently a newsletter arrives, the less likely the content will be substantive and residents may view the newsletters as spam and unsubscribe. Content is key.

CONSIDERATIONS:

Finally, we suggest the newsletter have a short name so that discussions about it do not need the preamble, “The Town of Cicero Email Newsletter”; for example, use eCicero.



Open Government Committee
Town of Cicero, NY
Proposal for News Articles

OBJECTIVE:

To inform residents of the various activities of each department in the town

PROPOSAL:

On a rotating basis, each department head or his/her designee will write articles concerning his/her department. This may be about the general activities of the department or specific activities or issues the town faces that fall into the purview of that department.

Each Town Board member will be in the rotation and write an article of interest about an issue the town is facing or an activity that interests that board member.

IMPLEMENTATION SUGGESTIONS:

Contact the *Star-Review* and *Neighbors North* to gauge interest in a periodic (e.g., weekly, monthly) article from the Town.

If either or both newspapers are interested, prepare a schedule for those employees writing the articles. This will give each person sufficient time to write the article and have it proofread. Also, the articles can be scheduled to be published at the best time. For example, the Parks and Recreation director may wish to write an article about the summer activities available; therefore, this article would be scheduled to be published in May or June.

Each article would end with: "Call 699-xxxx for more information or visit us at <http://ciceronewyork.net/>."

The articles can also be posted to the website. Consider putting all the articles on one page instead of scattering them around. This will be helpful when looking for an article without knowing who wrote it.

Readers typically look for columns that interest them and a picture is usually very helpful. Since these articles will have many authors, consider using the Town's seal as the picture. Readers will then identify these articles with that image and be drawn to it.

Summary/Next Steps

The committee recognizes that these proposals will take time for assessment and a decision on which proposals to pursue further and which to eliminate from consideration. The committee also recognizes and respects that a decision to pursue a proposal does not mean the proposal will be implemented or in what fashion the proposal may be implemented. Legal, technical, financial and other considerations may cause some proposals to not be feasible.

In the spirit of open government, the committee requests that the Town Board consider each proposal and announce decisions on each not later than the Town Board meeting on September 12, 2012. This feedback will be instrumental in deciding the appropriate direction for the Committee's future objectives. The committee members appreciate having had the opportunity to develop this report and look forward to the Town Board's assessment.

Appendix

The committee found the following Internet sites supportive and instructional on open government:

Department of State Committee on Open Government

<http://www.dos.state.ny.us/coog/index.html>

Paul Greenberg, "Engaging Citizens the Right Way: Government Uses
Twitter During Hurricane Irene"

<http://www.zdnet.com/blog/crm/engaging-citizens-the-right-way-government-uses-twitter-during-hurricane-irene/3478>

"Guidelines and Best Practices for Social Media Use in Washington State"

<http://www.governor.wa.gov/media/guidelines.pdf>

"Social Media Guidelines"

http://wiki.cio.ny.gov/wiki/Social_Media_Guidelines