

## TRAIL LICENSE

This Trail License (this "License") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between **NIAGARA MOHAWK POWER CORPORATION**, d/b/a National Grid, a public service corporation organized and existing under the laws of the State of New York, with an office at 300 Erie Boulevard West, Syracuse, New York, 13202, (hereinafter called "Licensor"), and the **CICERO-CLAY SNOW OWLS**, with an address of P.O. Box 278, Clay, New York, 13041, (hereinafter called "Licensee").

WHEREAS, Licensor is the owner in fee of certain lands located in the Towns of Cicero and Clay, County of Onondaga, State of New York; and

WHEREAS, Licensee wishes to acquire rights to use said lands for the purpose of establishing and maintaining snowmobile trails for use by Licensee and any persons invited by Licensee to enter upon and use the Premises, whether expressly or by implication ("Invitees"); and

WHEREAS, Licensor is willing to allow Licensee and its Invitees to use a portion of its fee-owned land as a snowmobile trail in the Towns of Cicero and Clay, Onondaga County, New York, if certain conditions are met; and

WHEREAS, it is the desire of the parties to enter into an agreement covering the operation and maintenance by the Licensee of such snowmobile trails.

NOW THEREFORE, the parties agree as follows:

In consideration of and subject to the agreements, terms and conditions contained in this License, Licensor grants without warranty of any kind to Licensee a revocable, non-exclusive License to lay, maintain, operate and repair snowmobile trail(s) for recreational snowmobile use by Licensee and its Invitees (the "Permitted Uses") during the Term defined in Section 1 below, along the fee-owned lands of Licensor located in the Towns of Cicero and Clay, County of Onondaga, State of New York, as shown and labeled as the "Trail" on the map attached hereto as Exhibit "A" and made a part hereof (hereinafter the "Premises"). At no time does this License permit use of any lands not owned in fee by Licensor or any areas not shown on the map attached hereto. The Licensee agrees that it will provide for the operation, grooming and maintenance of the Trail strictly in accordance with the terms and provisions of this License as hereinafter set forth.

It is understood and agreed that this License is granted upon the following terms and conditions:

1. The term (the "Term") of this License is for a period of one (1) year commencing upon **August 1, 2012** and expiring on the first anniversary thereof, unless sooner terminated or extended as provided below; provided however, that the actual recreational use of the Premises by snowmobiles shall be restricted to the five (5) month period between **December 1** and **April 30**. Licensor may renew the Term at its sole discretion for the year following the expiration of the initial Term and for any year thereafter (each, an "Extension Term") upon receiving a request for such renewal from the Licensee in writing at least two (2) months before the commencement of then applicable Extension Term. This request must be sent to Licensor c/o National Grid, Attention: **James Zuccolotto, Manager, Real Estate Services, 300 Erie Boulevard West, Syracuse, New York, 13202**.
2. This License is granted solely for the use of the Premises by the Licensee and its Invitees for the Permitted Uses and for no other purpose. Licensee shall further have the obligation to discourage and deter whenever possible unlawful use of the Trail and shall foster and improve enjoyment thereof, subject to the provisions of paragraphs 7 and 8 herein.

3. In connection with the Permitted Uses, Licensee, at its sole cost and expense, shall have the right to maintain, operate, repair and remove temporary minor improvements on the surface of the Premises, and to place thereon directional signs, trail identification signs, and regulatory signs (collectively, "Minor Improvements"). Licensee shall not have the right to construct or install permanent improvements of any kind on the Premises, including, without limitation, the construction of bridges and/or culverts ("Major Improvements," and, collectively with Minor Improvements, "Improvements"), unless expressly approved by Licensor pursuant to paragraphs 8 herein. Construction, maintenance, repair and use of any and all Improvements shall be subject to paragraph 7 herein. Licensee further understands that they will be responsible for and bear any and all costs in maintaining, repairing, operating and removing the Improvements. Nothing contained in this License shall prevent Licensor from making improvements at its own expense, if Licensor so desires.
4. Licensee shall not be allowed to erect any permanent structures nor plant any trees, plants or shrubs on Licensor's land. Licensee shall not pave any portion of the Premises, nor permit parking thereon, and there shall be no change of grade. Where the use of the Premises has resulted in an unauthorized change of grade, the Licensee shall repair all such locations to the Licensor's satisfaction at the sole cost and expense of Licensee.
5. Except as may be approved in accordance with paragraph 8, Licensee shall restrict the use of equipment on the licensed premises to grooming equipment and snowmobiles only, which equipment shall meet any and all of the requirements set forth on Exhibit "B", including, without limitation, the clearance requirements. Equipment or vehicles of any other kind or nature is strictly forbidden, unless approved in accordance with paragraph 8.
6. Upon the expiration or termination of this License, all Improvements shall be removed by Licensee at Licensee's sole cost and expense, and the Premises shall be left in good condition satisfactory to Licensor, including, without limitation, that Licensee shall reseed and grade as necessary the Premises and any property of the Licensor disturbed by reason of Licensee's exercise of its rights herein, so that such areas conform with adjacent terrain. Should Licensee fail to remove the Improvements within thirty (30) days (or such longer period as agreed to by Licensor and Licensee) following the expiration or termination of this License, Licensor shall have the right, without further notice to accomplish, or have accomplished, said removal and Licensee hereby agrees to pay the cost thereof upon demand.
7. LICENSOR MAKES NO REPRESENTATIONS TO LICENSEE OR ANY OTHER PERSON AS TO THE ADEQUACY, SAFETY OR FITNESS OF THE PREMISES FOR THE LICENSEE'S OR ANY OTHER PERSON'S INTENDED USE, INCLUDING THE PERMITTED USES, NOR DOES LICENSOR MAKE ANY REPRESENTATIONS TO LICENSEE OR ANY OTHER PERSON AS TO THE CONDITION OF THE PREMISES. LICENSEE'S AND ANY INVITEE'S ENTRY UPON THE PREMISES SHALL BE AT ITS OWN RISK IN ACCORDANCE WITH NEW YORK GENERAL OBLIGATIONS LAW SECTION 9-103. LICENSEE AGREES TO INSPECT THE PREMISES TO DETERMINE THE ADEQUACY, SAFETY AND FITNESS AND COMPLIANCE WITH LAWS OF THE PREMISES FROM TIME TO TIME AS NECESSARY. LICENSEE AGREES TO MAINTAIN THE PREMISES AND IMPROVEMENTS THEREON IN SAFE CONDITION AND TO KEEP THE PREMISES FREE FROM HAZARDS. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE REQUIRED TO MAINTAIN, REPAIR, REPLACE, IMPROVE OR IN ANY WAY ALTER THE PREMISES AS A RESULT OF OR IN CONNECTION WITH THE LICENSE.

8. Prior to the placement of any Major Improvements on the Premises, Licensee shall submit plans and specifications for any such work to Licensor for approval, which plans and specifications shall meet the requirements set forth on Exhibit "C" attached hereto and made a part hereof (the "Plans and Specifications"). Licensor shall review said Plans and Specifications and respond to Licensee within a reasonable amount of time with either its approval or a request for more information. In the event Licensee's Plans and Specifications are of such a nature as to require a more extensive review of such Plans and Specifications, Licensee agrees to submit Plans and Specifications a minimum of six (6) months in advance. Licensor shall have the right to require changes in such Plans and Specifications to the extent it deems such changes necessary or desirable, at no cost to Licensor. Licensor reserves the right, in its sole discretion, to reject or deny any proposed Improvement(s). Under no circumstances will Licensor be held to have any knowledge of the adequacy, safety or appropriateness of the Plans and Specifications.
9. Licensee shall notify Licensor, c/o National Grid, 300 Erie Boulevard West, Syracuse, New York, 13202, (315) 428-3465 of the dates and timeframe on which any proposed work on the Premises (other than trail grooming or work performed to respond to an emergency) is to commence and terminate at least five (5) business days prior to each such date. If such five-day notice is impossible, Licensee shall notify Licensor as far in advance as is reasonably possible. Licensor shall have the right to have a representative present during such work and such representative shall have the right to require work to be halted at any time if he or she reasonably deems it necessary to protect property or facilities; however, such right shall impose no duty whatsoever upon Licensor. For routine trail grooming or in case of an emergency, Licensee may proceed to make immediate repairs upon verbal or telephone notice to Licensor, provided that Licensee shall follow within three (3) days thereof with a confirming letter. Failure to provide said notice may result in an immediate revocation of this License, in Licensor's sole discretion.
10. Licensee shall not cause, nor shall it permit Invitees to cause, (a) damage to the Premises, including but not limited to natural growth thereon, except as clearly necessary for the exercise of the privileges granted herein, and then only in accordance with paragraphs 8 and 9; (b) littering or befouling of the Premises or other property of Licensor of which the Premises are a part; (c) any fire to be set or started upon or about the Premises, intentionally or accidentally; (d) a nuisance to adjoining landowners, to other licensees, to Licensor, or to the public in general, or improper or illegal conduct upon the Premises; (e) interference with the Licensor's equipment or facilities, or of other authorized occupants or licensees of the Premises; (f) the possession of firearms or alcoholic beverages on or about the Premises; (g) fencing or obstruction of any part of the Premises; (h) discrimination against any person by reason of race, creed, color, national origin, or sex in the exercise of the privileges granted herein.
11. Licensee shall avoid, and shall be liable to Licensor for, damage to or interference with Licensor's facilities, which are now or hereafter upon the Premises, caused by Licensee or its Invitees.
12. Regardless of impairment of Licensee's rights, Licensor further expressly reserves the right to install and maintain any of its utility facilities including, but not limited to, electric lines, conduits, wires, cables, guys, poles, towers, anchors, fences and other appurtenances, as well as gas mains, pipes, connections and other appurtenances and to deny or restrict access to such areas as necessary to exercise its rights for so long as such work takes place. In the event such activities should require the excavation of Licensee's Improvements, the Licensor shall not be liable for damages to said Improvements.

13. Should it appear necessary or desirable (such necessity or desirability being determined solely by Licensor) that Licensor requires the use of any portion of the Premises for its own use, and that such use by Licensor would interfere with Licensee's then existing use of the Premises, Licensee will, within thirty days after receipt of a written request to do so from Licensor, relocate, at its own expense, such parts of its Improvements as are designated in the request to other locations within the Premises of Licensor when possible within the judgment of Licensor. In the event of an emergency, Licensor shall have the right to make such temporary or permanent relocation, removal, alteration of the Improvements as are necessary to permit such emergency work. Licensee hereby specifically agrees to indemnify, defend and hold Licensor, its affiliates, and their respective officers, agents, representatives, employees, successors and assigns harmless from any and all damages, claims, costs and expenses (including attorney's fees and court costs) arising from such temporary or permanent relocation, removal, or alteration made by Licensor during such emergency conditions. This provision shall survive the expiration or earlier termination of this License.
14. Notwithstanding anything expressly or implied contained herein to the contrary, Licensor shall have the right, at any time and in its sole discretion and for any reason, to demand removal of any and all Improvements and/or to revoke and terminate this License and the privileges it confers by giving not less than thirty (30) days written notice to Licensee. Upon expiration of said notice period, this License and privileges herein granted shall be absolutely terminated and extinguished, save for the removal reimbursement, and indemnity obligations contained elsewhere herein. Upon the expiration of said notice period, or the expiration of such longer period as may be agreed to by Licensor and Licensee at the time of Licensor's notice to Licensee, Licensee shall remove the Improvements at Licensee's sole cost and expense, and the Premises shall be left in good condition satisfactory to Licensor, including, without limitation, that Licensee shall reseed and grade as necessary the Premises and any property of the Licensor disturbed by reason of Licensee's exercise of its rights herein, so that such areas conform with adjacent terrain. Should Licensee fail to remove the Improvements within thirty (30) days (or such longer period as agreed to by Licensor and Licensee) following the expiration or termination of this License, Licensor shall have the right, without further notice to accomplish, or have accomplished, said removal and Licensee hereby agrees to pay the cost thereof upon demand..
15. It is understood that, regardless of what may be shown on Exhibit "A" or described on Exhibit "B", Licensee shall not operate or maintain any snowmobile trails at any point less than fifteen (15) feet from any Licensor installations, facilities, equipment, or appurtenances. In any instance where a subsequent installation by Licensor makes such clearance impossible without a relocation by Licensee, then the existing clearance will be maintained by Licensee unless Licensor chooses to exercise its rights set forth in paragraph 13.
16. Licensee shall cause the Premises to be used in strict compliance with any federal, state and local statute, law, ordinance, code, rule or regulation.
17. Licensee shall not cause, permit or suffer any Invitee to cause, the storage, use, emission, dumping, depositing, placing, burying or disposing, in any manner of any hazardous materials or wastes, toxic materials or wastes and solid, liquid, or semi-solid wastes as such terms are defined and regulated under any federal state or local statute, law, ordinance, code, rule, or regulation on the Premises. To the extent that Licensee becomes aware of any Invitee violating this provision, Licensee shall provide notice of said violation to Licensor in accordance with paragraph 27. Licensee shall indemnify and hold harmless Licensor, its affiliates, and their respective officers, employees, agents, representatives, successors and assigns from any and all claims demand loans damages cost or expenses (including attorney's fees and court costs) that are incurred or asserted in connection with Licensee's, or any persons expressly invited by Licensee to enter upon and use the Premises for the Permitted Uses, failure to observe such statutes, laws, ordinances, codes, rules or regulations. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

18. The Licensee shall provide notice to Licensor c/o National Grid, Claims Department, 300 Erie Boulevard West, Syracuse, New York, 13202, (315) 428-3192 within twenty-four (24) hours of the occurrence of any injury, death or property damage upon the Premises and also in the event of any release, emission, dumping, depositing, placing, burying, or disposing of any hazardous toxic or petroleum-based wastes or materials or solid, liquid, or semi-solid wastes as such terms are defined and regulated under any federal state or local statute law, ordinance, code, rule, or regulation.
19. The Licensee shall keep Licensor advised of the names of its officers, their principal residences, main contact telephone number and email address (if any), and shall provide notice of any changes in the names and addresses thereof within thirty (30) days of such change.
20. Unless otherwise provided herein, Licensee's or any Invitee's use of the Premises, including, without limitation, the placement of Improvements thereon, shall also be in accordance with conditions set forth in Exhibit "B" attached hereto and made a part hereof. To the extent there is any conflict between the terms of this License and Exhibit "B", this License shall control.
21. Licensee shall provide and maintain insurance coverage as set forth in Exhibit "D" attached hereto and made a part hereof, which insurance coverage shall cover all of Licensee's indemnification obligations. Licensor agrees to utilize commercially reasonable efforts to promptly notify the insurance carrier, or its duly authorized representative, of any claims or potential claims which may arise during the period of insurance coverage. A list of insurance carrier contacts is attached hereto as Exhibit "E". Licensor further agrees to fully cooperate with the insurance carrier's investigation of any such claims or potential claims, at no expense to Licensor. If a legal action is commenced for personal injuries or wrongful death purportedly arising during the period of this License, the Licensor agrees to accept the defense of any such action by an attorney who is selected and retained by the insurance carrier to represent the interests of the Licensor, provided that Licensor shall have the right to approve such attorney, which approval shall not be unreasonably withheld, conditioned or delayed. Nothing contained in this paragraph shall alter or impair the Licensee's obligations as otherwise set forth in this License, including but not limited to paragraph 22 below.
22. The Licensee, its Invitees, and any other persons using the Premises for snowmobile use assume all risk of loss, damage or injury to the environment, to property, including, but not limited to, Licensor's improvements and facilities upon the Premises, and to persons, including, but not limited to, personal injuries whether or not resulting in death, which from time to time may occur on or about the lands of the Licensor arising out of or in any way connected with the Permitted Uses, including, without limitation, the use of the Premises for snowmobile use by Licensee, its Invitees, and any other person, and this License. Neither Licensor, its affiliates, nor their respective officers, employees, agents, representatives, successors or assigns shall be liable for personal injury or property damage to any person in connection with this License per the provisions of New York General Obligations Law Section 9-103, except to the extent caused by the willful or malicious misconduct of Licensor. Licensee agrees to defend with counsel approved by Licensor as provided in paragraph 21 above, indemnify and hold harmless Licensor and its direct and indirect parent, subsidiaries and affiliates, and their respective officers, employees, agents, representatives, successors or assigns from any and all claims and damages, loans, costs, expenses (including costs of defending any claims, including attorney's fees, and any costs related to responding to or participating in any Public Service Commission investigations or proceedings brought against Licensor or Licensee because of any knowing or unknowing violations by Licensee of any applicable Public Service Commission opinions or regulations to which Licensor is subject), and liability of whatsoever kind or nature arising out of or in any way caused by directly or indirectly, the existence of this License, the exercise of the rights under this License, the use, operation and repair of Licensee's Improvements on the Premises, the use of the Premises by Licensee, its Invitees, or any other person as a snowmobile trail, or the acts or

failure to act of Licensee, its agents, employees, servants, contractors, invitees or any other persons under the direction and control of any of the foregoing. The provisions of this paragraph 21 shall survive the expiration or earlier termination of this License.

23. Licensee may not abandon the Improvements it places or causes be placed within or upon the Premises during the Term, or any extension thereof, or upon the expiration or termination of this License, without the prior written consent of Licensor. If Licensee ceases to use or maintain its Improvements and Licensor demands that the Improvements be removed (in the manner set forth in paragraph 14), Licensee shall cause the same to be removed at Licensee's sole cost and expense, and the Premises shall be left in good condition satisfactory to Licensor, including, without limitation, that Licensee shall reseed and grade as necessary the Premises and any property of the Licensor disturbed by reason of Licensee's exercise of its rights herein, so that such areas conform with adjacent terrain. Should Licensee fail to remove the Improvements within thirty (30) days (or such longer period as agreed to by Licensor and Licensee) following the expiration or termination of this License, Licensor shall have the right, without further notice to accomplish, or have accomplished, said removal and Licensee hereby agrees to pay the cost thereof upon demand.
24. At no time shall the activities on, or use of, the Premises (or any of the lands or properties of Licensor of which the Premises are a part) by Licensee, its Invitees, or persons who are sponsored by, guests of, associated with, in the company of, or members or employees of Licensee be deemed adverse or hostile to Licensor, nor shall such activities or uses create in any person any real property interests or prescriptive rights.
25. This License is personal to the Licensee and may not be assigned or transferred by Licensee in any manner.
26. Licensor shall have the right to withhold any consent of Licensor referred to herein for any reason or without reason in Licensor's sole discretion. If any action by the Licensee shall require the Licensor's consent or approval, such consent or approval on any particular occasion shall not be deemed a consent or approval of any other action on any subsequent occasion.
27. All notices, demands and requests which may be or are required to be given by any party to the other shall be in writing and shall be deemed given when sent by United States Registered or Certified Mail, postage prepaid, or by overnight delivery by a nationally recognized courier, (a) if to Licensee, addressed to William Howland, Cicero-Clay Snow Owls, P.O. Box 278, Clay, New York, 13041, or such other place as Licensee may from time to time designate by written notice to Licensor or (b) if to Licensor, addressed to Licensor, c/o National Grid, 300 Erie Boulevard West, Syracuse, New York, 13202, Attention: James Zuccolotto, Manager, Real Estate Services, or such other place as Licensor may from time to time designate by notice to Licensee.
28. Licensee recognizes that Licensor may grant or have previously granted rights to other parties above, on or below the Premises. Should any conflict arise, Licensee shall use their best efforts to resolve same. If questions remain unresolved, Licensor shall be the sole arbiter. Notwithstanding the foregoing, the rights granted by this License are subject to any and all outstanding liens, mortgages, encumbrances, conditions, restrictions, reservations, leases, easements and/or claims of title affecting said Premises or any portion or portions thereof.

29. Any failure of the Licensee to comply with and conform to the terms and conditions set forth herein may, in Licensor's sole discretion, work an immediate forfeiture of all rights, privileges, and interest conveyed herein, and this License shall, upon written notice from Licensor to Licensee, be deemed terminated, and the Licensor shall have the right to re-enter and repossess the Premises, and Licensee hereby covenants and agrees as a covenant running with the land, that it shall execute all documents necessary to release the rights granted herein to Licensee. Any failure of the Licensor at any time or from time to time to declare a forfeiture hereunder shall not, however, constitute a waiver of its rights to do so for any future breach, whether similar or different in nature.
30. This License is executed in duplicate and may be executed in counterparts; each party has one and each is an original for all purposes. This License constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing and understandings between the parties relating to the subject matter hereof, and is subject to no understandings, conditions, or representations other than those expressly stated herein. This License may only be amended or modified by a writing signed by the Licensor and the Licensee and which refers specifically to this License.
31. This License shall take effect only when signed by both parties in the presence of a Notary Public and Licensee shall have complied with the insurance obligations set forth herein.
32. Licensee shall not record this License in the County Clerk's Office or any other place designated for recording or filing without the express written approval of Licensor.
33. If any provision of this License, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this License shall be deemed valid and enforceable to the fullest extent permitted by law.
34. This License shall be governed by and construed in accordance with the laws of the State of New York.
35. Licensee hereby represents and warrants to Licensor that (i) Licensee has the power and authority to execute, deliver and perform its obligations under this License, and (ii) the person executing and delivering this License on behalf of Licensee is duly authorized to so execute and deliver this License.
36. If any governmental agency or other party having the power of eminent domain condemns or takes a portion of the Premises in order to meet its business needs, the Licensor may require the Licensee to expeditiously alter or remove any or all of its Improvements, at Licensee's sole cost and expense, so as to permit the Licensor to reconfigure, reconstruct or otherwise alter its facilities within the Premises to fully meet and satisfy its business needs. If any governmental agency or other party having the power of eminent domain condemns or takes all or a portion of the Premises, the Licensor may terminate this Agreement by notice to the Licensee. Any damages recoverable in respect to such appropriation or acquisition shall be the sole property of the Licensor; Licensee hereby releases unto the Licensor any interest it may have in the same. Nothing contained herein shall be construed to prevent Licensee from prosecuting in any eminent domain proceedings a claim for its personal property, trade fixtures and equipment so taken or any relocation, moving and other dislocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Licensor from the taking authority.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed.

NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_  
James Zuccolotto  
Title: \_\_\_\_\_  
Manager, Real Estate Services

CICERO-CLAY SNOW OWLS

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK :  
 :  
 COUNTY OF ONONDAGA : SS:

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned a Notary Public in and for said State, personally appeared **JAMES ZUCCOLOTTO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK :  
 :  
 COUNTY OF : SS:

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

(Insert appropriate map/sketch)

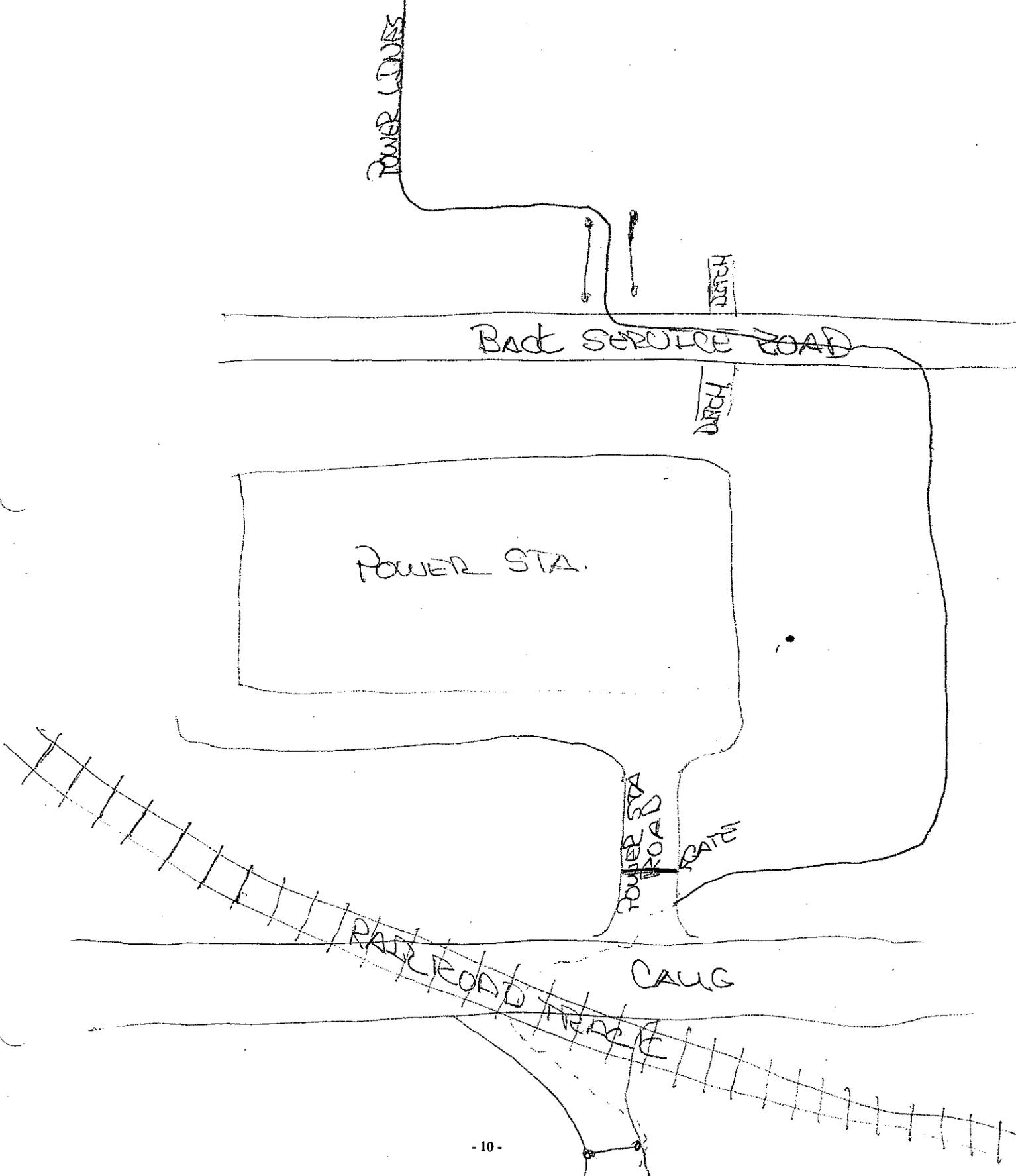




EXHIBIT "A"

(Insert appropriate map/sketch)

POWER LINES

OLD MC

POWER LINES

RT 81

RT 11

OUT BOUND RT 81

PARKING AREA

BLANKS OFFICE

ONE

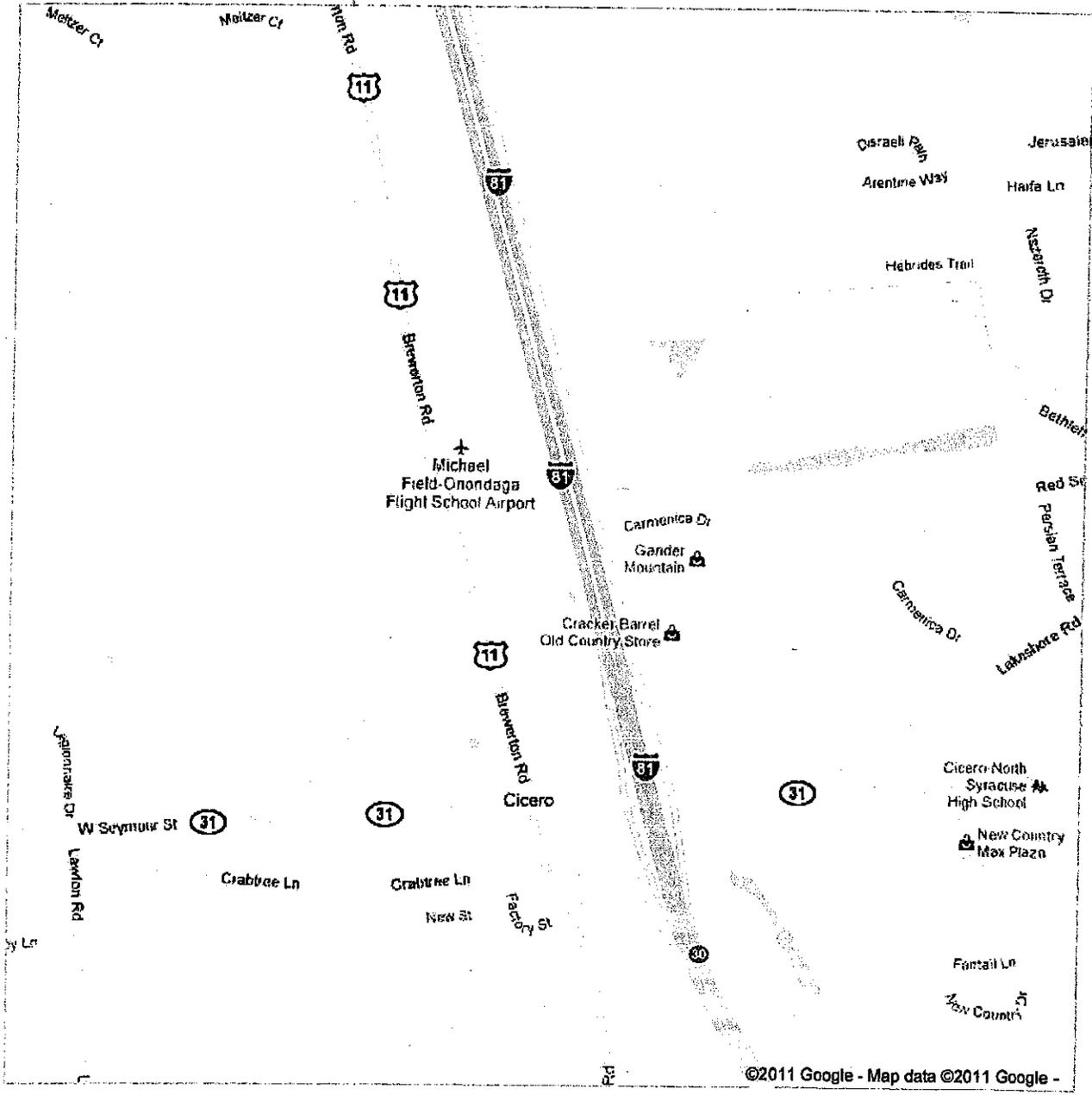
RT 31

RT 31

RT 11

# Google maps

Get Google Maps on your phone  
Text the word "GMAPS" to 466453

**EXHIBIT "B"**

**National Grid USA Companies  
Conditions for Proposed Activities  
Within Electric Transmission Line Rights-of-Way**

**1. Compliance/Safety**

A. All activities conducted by the Licensee shall comply with all applicable Federal, state, and local laws, statutes, rules, regulations, and codes. In particular, the requirements of the following statutes, regulations, and safety codes and guidelines must be met:

- *National Electrical Safety Code*
- In Massachusetts, 220 CMR 125.00, "Installation and Maintenance of Electric Transmission Lines"
- In New York, Part 57 of the New York State Industrial Codes Rules (also known as the "High-Voltage Proximity Act")  
[http://www.labor.state.ny.us/business\\_ny/employer\\_responsibilities/safety/s57.htm](http://www.labor.state.ny.us/business_ny/employer_responsibilities/safety/s57.htm)
- OSHA regulations governing working clearances from energized lines. OSHA Standard 29 CFR 1926.550 Subpart N is specific to cranes, derricks, hoists, elevators, and conveyors. However, all vehicles, equipment, and loads shall maintain the minimum clearances from energized wires that are specified in this Standard unless a more restrictive standard applies.
- Licensee must contact New York State's one-call system, "Dig Safely New York" (800-962-7962) prior to any excavation work on the Premises. In addition, Licensee agrees to comply with Public Service Law Section 119-b and General Business Law Article 36, which implement the Public Service Commission regulation 16 NYCRR Part 753 (formerly Industrial Code Rule 53) regarding protection of underground facilities (including any and all updates thereof), and take any and all reasonable measures to protect and secure worksite from entry by the general public.

B. The Licensee shall adequately ground vehicles, equipment, fences and gates, at all times and in accordance with applicable Federal, state, and local laws, statutes, rules, regulations, and design codes, including, but not limited to, those listed in paragraph A above and IEEE Standard 80.

**2. Protection of Transmission Line Facilities**

The Licensee shall, at all times, protect transmission line facilities from damage. In addition to compliance with safety codes as described in paragraph 1 above, protection of transmission facilities shall, as a minimum, include the following:

A. The Licensee shall operate snowmobiles and grooming equipment at least 10 feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor.

- B. When making a rough cut during excavation, the Licensee shall disturb no earth within an area bounded by a line drawn 25 feet plus 2.5 times the depth of the cut from the nearest transmission line pole, tower leg, guy wire, or guy anchor, but not less than 50 feet. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least 50 feet from the nearest pole, tower leg, guy wire, or guy anchor.
  - C. The Licensee shall not store or use explosives within the right-of-way.
  - D. No construction materials or debris, excavated soils, explosives, junk vehicles or other trash of any kind shall be stockpiled or disposed of on the Premises, and no oil or hazardous wastes or substances shall be stored or disposed of on the Premises.
  - E. The Licensee shall not unload or load vehicles or equipment within the right-of-way.
  - F. The Licensee shall place no above or below ground structures within the right-of-way, including, but not limited to, streetlights, signs, sheds, fences, septic systems, and swimming pools.
  - G. The Property shall not be used as a staging or marshalling yard for contractors, employees, equipment or materials.
  - H. No parking or storage of vehicles of any kind is allowed on the Premises including, but not limited to, automobiles, trucks, all-terrain vehicles (ATV's), four-wheel vehicles and boats.
3. **Access to Right-of-way**
- A. The Licensee shall not at any time block or impede access to or along the right-of-way.
  - B. The Licensee shall not damage roads or trails used to gain access to or along the right-of-way.
4. **Preservation of Rights and Future Use**
- A. Licensor reserves the right to determine any area(s) where improvements will not be permitted due to its need for these area(s) for its future facilities. This includes the bisector of angles in the right-of-way and generally includes areas adjacent to existing structures.
5. **Protection of Interests**
- A. Mild shocks due to electrostatic currents may be felt when touching conductive structures or objects within the right-of-way. Although these shocks may be annoying, Licensor is unable to eliminate them.
6. **Additional Conditions**
- A. Licensee shall install suitable two-inch (2") plastic markers, extending a minimum of three (3') feet above ground, at the point of entrance and exit of any pipelines, cables or other underground facilities installed by Licensee on the Premises.

- B. Licensee shall notify Licensor of any survey monument, marker or stake that has become dislodged, lost or misplaced during installation of Licensee's facilities. Licensor will resurvey the Premises and replace any such survey monument. Resurvey expense shall be reimbursed by Licensee to Licensor.
- C. In the event Licensor determines that injury or damage to, or interference with, its facilities may occur as a result of loss of metal from Licensor's, Licensee's or a third party's facilities due to corrosion or electrolysis caused or hastened by the installation of Licensee's facilities or by Licensee's activities, Licensor may require the following protective measures to be taken by Licensee. Licensee shall cover said facilities and shall install and maintain cathodic protection devices, all subject to prior approval of Licensor. Licensee shall keep accurate records of each such cathodic protection device, furnish Licensor with a copy of such records, and shall from time to time take such other and further protective measures as Licensor may require.
- D. Licensee shall install, maintain and provide adequate drainage facilities so that there will not be a collecting or pooling of surface or run-off waters upon the Premises resulting from the installation, construction, maintenance and operation of Licensee's equipment and facilities.
- E. Licensee shall provide not less than thirty (30") inches of cover over any underground facilities installed by Licensee pursuant hereto; such cover shall be compacted so as to be capable of withstanding AASHTO H20 highway load rating.
- F. Licensee is hereby notified that other underground physical occupations of the subject Premises may exist that do not appear upon the attached drawing and/or maps and property records maintained by Licensor. Accordingly, Licensee is cautioned to excavate carefully and comply with all applicable state and local laws and regulations with respect thereto.

**7. Definitions**

- A. For the purposes of this Exhibit "B" only, the term "Licensee" shall include Licensee, its Invitees, and all other persons entering upon the Premises in connection with this License and/or the Permitted Uses.

**EXHIBIT "C"**

**MAJOR IMPROVEMENTS  
REQUIREMENTS AND STANDARDS FOR  
PLANS & SPECIFICATIONS**

**[see attached]**

**EXHIBIT "D"****INSURANCE REQUIREMENTS**

From the commencement of the License, through final expiration or longer where specified below, Licensee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA and its subsidiaries (National Grid), covering the Permitted Uses, including, without limitation, all recreational activities, under or in connection with this License, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which meet or exceed the requirements listed herein:

- A. 1. **Workers' Compensation and Employers Liability insurance** as required by the State in which the work activities under this License will be performed. If applicable, coverage shall include the U.S. Longshoreman's & Harbor Workers Compensation Act, and the Jones Act. The employer's liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.
2. **Commercial general liability (CGL) Insurance**, covering all the Permitted Uses to be performed by or on behalf of Licensee, its Invitees, its Members or their respective Invitees under or in connection with this License, with **minimum** limits of :

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence
OR	
BI & PD per Occurrence	- \$1,000,000
General Aggregate & Product Aggregate	- \$2,000,000 each

- Coverage shall include: contractual liability (with this License, and any associated verbal agreements, being included under the definition of "insured Contract" there under), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, coverage shall be maintained continuously for the duration of this License and for at least two years thereafter.
- National Grid USA and its subsidiaries, including its officers and employees, shall be included as an additional insured for all CGL coverages.
- Coverage for sudden and accidental pollution liability - limited solely by the Insurance Services Organization Standard pollution exclusion, or its equivalent. A contractor's pollution liability policy can be used to fulfill this requirement. In the event Licensee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Licensee agrees to indemnify and hold National Grid harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

3. **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with the Permitted Uses to be performed by or on behalf of Licensee or its Invitees under or in connection with this License, including, without limitation, recreational vehicles, with **minimum** limits of:

Bodily Injury	- \$500,000 per occurrence; 1,000,000 aggregate
Property Damage	- \$500,000 per occurrence

OR

Combined Single Limit	- \$1,000,000 per occurrence
-----------------------	------------------------------

- Coverage for sudden and accidental pollution liability - limited solely by the Insurance Services Organization Standard pollution exclusion, or its equivalent).
- National Grid USA and its subsidiaries, including its officers and employees, shall be included as an additional insured with respect to liability associated with, or arising out of, all operations, work and services to be performed by or on behalf of Licensee under or in connection with this License.

4. **Watercraft Liability**, if used in connection with this License, with the same **minimum** limits of liability as outlined in requirement 2 above, and naming National Grid USA and its subsidiaries, officers and employees as an additional insured, as applicable.

5. **Aircraft Liability**, if used in connection with this License, with a limit of liability of not less than \$10,000,000 combined single limit per occurrence, and naming National Grid USA and its subsidiaries, officers and employees as an additional insured, as applicable.

6. **Risk of Loss:** Licensee shall be responsible for all risk of loss to its equipment & materials, and any other equipment & materials owned by its employees if applicable, or by other third parties that may be in their care, custody and control.

In the event that any equipment or materials (Goods) are supplied by National Grid, National Grid will provide the insurable value of the Goods to Licensee. Licensee will provide replacement cost insurance for these Goods, under either a blanket builder's risk policy or under an equipment floater, while such Goods are under the care, custody and control of Licensee. Such insurance shall cover the cumulative value of all Goods outlined in the License, or noted on subsequent contract amendments. The coverage limit shall apply on a per location basis, and National Grid shall be included as a Loss Payee with respect to their insurable interest under such insurance coverage.

7. **Limits:** If the term of this License is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the commercial general liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the License was executed to the month immediately preceding the first month of the year in which the increase is required.

B. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by National Grid, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance by National Grid shall become a part of this insurance provision by reference herein.

C. **Homeowners/Sole Proprietors Insurance:** In the event that Licensee is either a homeowner or sole proprietor, the requirements in sections a (1) and a (4) do not apply. However, these requirements do apply to any contractors that have been hired by Licensee to perform any work activities on the Premises as defined in this License.

In addition, if a Homeowners insurance company will not provide the additional insured status to National Grid as required in sections A (2) and A(3), Licensee agrees to indemnify National Grid for any liability that would have otherwise been covered had the insurance carrier recognized the additional insured status.

- D. **Waiver of Recovery:** Licensee and its insurance carriers shall waive all rights of recovery against National Grid, its officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Licensee. To the extent Licensee's insurance carriers will not waive their right of subrogation against National Grid, Licensee agrees to indemnify National Grid for any subrogation activities pursued against them by Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of National Grid, its employees, subcontractors or agents.
- E. **Sub-Contractors/subletting:** In the event Licensee uses contractors to perform any work activities on the Premises associated with this License, it is expressly agreed that Licensee shall have the sole responsibility to make certain that all contractors are in compliance with these insurance requirements, and remain in compliance throughout the course of this License, and thereafter as required. In the event Licensee sublets all or any portion of the Premises defined in this License, or assigns this License in accordance with its terms and conditions, Licensee shall require all subtenants or assignees provide the same insurance coverage as required in this insurance article.

In the event any sub-contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Licensee agrees to indemnify and hold National Grid harmless against any and all liability resulting from any deficiency in sub-contractor's insurance coverage that may be out of compliance with these insurance requirements.

- F. **Insurance Certification:** Prior to starting work, Licensee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

National Grid USA Service Company, Inc.  
Attn: Risk Management Bldg. B-3  
300 Erie Boulevard West  
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Licensee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

Licensee shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

- G. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled before final termination of this License, or the completion of all obligations provided for under this License, whichever is later, and Licensee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Licensee for said coverage.

- H. Incident Reports:** Licensee shall furnish the Risk Management department of National Grid USA Service Company with copies of any accident or incident report(s) sent to Licensee's insurance carriers covering accidents, incidents or events occurring on the property as defined within this License. In addition, if requested, Licensee shall promptly provide copies of all insurance policies relevant to this accident or incident.
- I. Other Coverage:** Licensee shall comply with any governmental and/or site specific insurance requirements, even if not stated herein.
- J. Coverage Representation:** Licensee represents that it has full policy limits available and shall notify provide National Grid USA Service Company's Risk Management Department in writing when the minimum coverage's required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely with in Licensee's deductible or self-insured retention.
- K. Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Licensee's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Licensee under or in connection with this License, or limiting, diminishing, or waiving Licensee's obligation to indemnify, defend, and save harmless National Grid in accordance with this License.

**EXHIBIT 'E'**

<b>AXIS 8000(08/10)</b>	<b>CERTIFICATE OF INSURANCE</b>	<b>08/13/2012</b>
<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
<b>INSURED</b> New York State Snowmobile Association, Inc. PO BOX 1040 PINE BUSH, NY 12568  Club: Snow Owls, Inc. P.O. Box 278 Clay, NY 13041		
		<b>INSURERS AFFORDING COVERAGE</b> INS. A: <b>AXIS Insurance Company</b> INS. B: INS. C:  <b>BROKER/AGENT</b> Franklin-Case Agency LLC 5 Walter Foran Blvd., Suite 2010 Flemington, NJ 08822  CERT NUMBER: 1000959910

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL01102973-12	4/22/2012 12:01 AM	4/22/2013 12:01 AM	General Aggregate-Per Club	3,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
					Medical Expense Limit (Any One Person)	EXCLUDED

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

The Certificateholder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of endorsement AXIS 1009 - Additional insured - Managers or Lessors of Premises, effective 08/13/2012

**CERTIFICATE HOLDER**

DISTRICT: Onondaga      TAX MAP ID:  
  
 NATIONAL GRID  
 300 ERIE BLVD. WEST  
  
 SYRACUSE, NY 13202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

*Anthony L. Costa*

Cicero-Clay Snow Owls  
P.O. Box 278  
Clay, NY 13041

To: Town of Cicero  
(Municipality – City/Town/Village)

Re: **Proposed Snowmobile Trail**  
Town of Cicero  
(City/Town/Village) (Municipality Name)

Dear Municipal Official:

On behalf of the Cicero-Clay Snow Owls, we are writing to inform the Town  
(Club Name) (City/Town/Village)  
of our desire to utilize a strip of land owned by Niagara Mohawk Power Corporation, d/b/a National Grid,  
which runs through the Town of Cicero for the purpose of a  
(City/Town/Village) (Municipality)

snowmobile trail (see map enclosed). Our club has been in contact with Niagara Mohawk concerning this possibility and they have expressed their willingness to consider our request. If approved, Niagara Mohawk will be granting a License to our club to authorize the use of their property for this purpose. It should be understood that this will be for winter use only by snowmobiles (no ATV's or wheeled vehicles will be allowed at any time). Our club will also be responsible for addressing any concerns that may arise from this use and provide insurance on this trail.

Prior to granting any such authorization, Niagara Mohawk has asked for confirmation that the municipalities through which our proposed trail will operate upon Niagara Mohawk's land have no objections. Therefore, we hereby respectfully request that the appropriate municipal official indicates that your municipality does not object to having our trail on Niagara Mohawk property by affixing his/her signature where indicated below, or in lieu please provide alternative written documentation that we can present to Niagara Mohawk as evidence of such municipal lack of objection. It should be noted that Niagara Mohawk will not grant said License without written confirmation of the municipality's lack of objection.

Any correspondence, questions or concerns regarding this request should be directed to:

\_\_\_\_\_  
(Insert contact information for appropriate Club official)

Sincerely,

\_\_\_\_\_  
(Club President)

\_\_\_\_\_  
Date

We hereby do not object to the above request.

\_\_\_\_\_  
(Municipal Official)  
Town of Cicero

\_\_\_\_\_  
Date

AXIS 8000(08/10)	<b>CERTIFICATE OF INSURANCE</b>	08/13/2012
<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
<b>INSURED</b> New York State Snowmobile Association, Inc. PO BOX 1040 PINE BUSH, NY 12566  Club: Snow Owls, Inc. P.O. Box 278 Clay, NY 13041		
		<b>INSURERS AFFORDING COVERAGE</b> INS. A: <b>AXIS Insurance Company</b> INS. B: INS. C:
		<b>BROKER/AGENT</b> Franklin-Case Agency LLC 5 Walter Foran Blvd., Suite 2010 Flemington, NJ 08822  CERT NUMBER: 1000959910

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL01102973-12	4/22/2012 12:01 AM	4/22/2013 12:01 AM	General Aggregate-Per Club	3,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
					Medical Expense Limit (Any One Person)	EXCLUDED

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

The Certificateholder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of endorsement AXIS 1009 - Additional insured - Managers or Lessors of Premises, effective 08/13/2012

**CERTIFICATE HOLDER**

DISTRICT: Onondaga  
 TAX MAP ID:  
 TOWN OF CICERO  
 P.O.BOX 1517  
 CICERO, NY 13039

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

*Anthony L. Smith*

Cicero-Clay Snow Owls  
P.O. Box 278  
Clay, NY 13041

To: Town of Clay  
(Municipality – City/Town/Village)

Re: **Proposed Snowmobile Trail**  
Town of Clay  
(City/Town/Village) (Municipality Name)

Dear Municipal Official:

On behalf of the Cicero-Clay Snow Owls, we are writing to inform the Town  
(Club Name) (City/Town/Village)  
of our desire to utilize a strip of land owned by Niagara Mohawk Power Corporation, d/b/a National Grid,  
which runs through the Town of Clay for the purpose of a  
(City/Town/Village) (Municipality)  
snowmobile trail (see map enclosed). Our club has been in contact with Niagara Mohawk concerning this  
possibility and they have expressed their willingness to consider our request. If approved, Niagara Mohawk  
will be granting a License to our club to authorize the use of their property for this purpose. It should be  
understood that this will be for winter use only by snowmobiles (no ATV's or wheeled vehicles will be  
allowed at any time). Our club will also be responsible for addressing any concerns that may arise from this  
use and provide insurance on this trail.

Prior to granting any such authorization, Niagara Mohawk has asked for confirmation that the municipalities  
through which our proposed trail will operate upon Niagara Mohawk's land have no objections. Therefore, we  
hereby respectfully request that the appropriate municipal official indicates that your municipality does not  
object to having our trail on Niagara Mohawk property by affixing his/her signature where indicated below, or  
in lieu please provide alternative written documentation that we can present to Niagara Mohawk as evidence of  
such municipal lack of objection. It should be noted that Niagara Mohawk will not grant said License without  
written confirmation of the municipality's lack of objection.

Any correspondence, questions or concerns regarding this request should be directed to:

\_\_\_\_\_  
(Insert contact information for appropriate Club official)

Sincerely,

\_\_\_\_\_  
(Club President)

\_\_\_\_\_  
Date

We hereby do not object to the above request.

\_\_\_\_\_  
(Municipal Official)  
Town of Clay

\_\_\_\_\_  
Date

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
<b>INSURED</b> New York State Snowmobile Association, Inc. PO BOX 1040 PINE BUSH, NY 12566  Club: Snow Owls, Inc. P.O. Box 278 Clay, NY 13041	<b>INSURERS AFFORDING COVERAGE</b> INS. A: AXIS Insurance Company INS. B: INS. C:  <b>BROKER/AGENT</b> Franklin-Case Agency LLC 5 Walter Foran Blvd., Suite 2010 Flemington, NJ 08822  CERT NUMBER: 1000959910

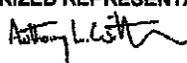
**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
					General Aggregate-Per Club	
A	GL	AXGL01102973-12	4/22/2012 12:01 AM	4/22/2013 12:01 AM	General Aggregate-Per Club	3,000,000
					Products-Completed Operations Aggregate	2,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	300,000
					Medical Expense Limit (Any One Person)	EXCLUDED

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

The Certificateholder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of endorsement AXIS 1009 - Additional insured - Managers or Lessors of Premises, effective 08/13/2012

<b>CERTIFICATE HOLDER</b>  DISTRICT: Onondaga      TAX MAP ID:  TOWN OF CLAY 4401 ROUTE 31  CLAY, NY 13041	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

DEPARTMENT \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

**AGREEMENT**

~~THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by Joanne M. Mahoney, County Executive, hereinafter the "County", the TOWN, a municipal corporation of the State of New York, by "AUTHORIZING PARTY, TITLE" hereinafter "TOWN";~~

**WITNESSETH:**

WHEREAS, by Onondaga County Resolution adopted \_\_\_\_, 2012, by \_\_\_\_ Resolution adopted \_\_\_\_, 2012, the County of Onondaga and the TOWN have authorized the execution of a contract pursuant to General Municipal Law Section 119-o for the provision of certain purchasing services by the County; and

WHEREAS, the consolidation of purchasing services allows for taxpayer savings by streamlining services, reducing overall costs, and creating a greater economy of scale for items needed by each municipality; and,

WHEREAS, the parties desire to enter into an agreement to authorize the County to provide various purchasing services for the TOWN; and,

WHEREAS, the purpose of this Agreement is to combine the administrative functions of the respective offices, but not to alter or diminish the powers and duties of the respective parties; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is AGREED AS FOLLOWS:

1. AUTHORIZATION TO ENTER INTO AGREEMENT

The County and TOWN each have obtained the required approvals to enter into this agreement for the County to perform purchasing services for the TOWN as provided for herein.

2. SCOPE OF SERVICES

A. Purchasing Services to be provided by the County to the TOWN

i. County contracts through which the TOWN may purchase goods and/or services pursuant to General Municipal Law §103(3).

- a. The County shall continue to procure goods and services according to the applicable provisions of federal, state, and local laws, resolutions, and regulations. Pursuant to General Municipal Law Section 103(3), the County may choose to enter into contracts for certain goods and services, and the TOWN may choose to purchase such goods and services through the County's contract. The County shall contact the designated administrator of the County and TOWN (as provided for in subsection ii(a) below) to determine a consolidated quantity of any goods or services used by the

parties, and the TOWN will make such purchases through the County in those instances. If the TOWN wishes to make a purchase in which the terms, conditions and/or specifications vary from those found in the County's contract with the vendor or contractor, then such purchase will be considered to be one for the exclusive benefit of the TOWN, as may be appropriate, governed by the process outlined in subsection iii herein below.

- 
- b. The County Purchase Director also shall assist the TOWN in determining whether New York State contracts are available for the TOWN to purchase of goods and services pursuant to applicable law.
  - c. In the event that the TOWN chooses to purchase goods and/or services through a County or State contract, the TOWN, as may be appropriate, shall accept sole responsibility for any payment due the vendor or contractor for such purchase.
- ii. Joint Solicitation of Bids for goods or services for the County and the TOWN.  
Joint solicitation of bids shall mean the solicitation of bids for the purchase of goods or services on behalf of (1) the County and (2) the TOWN. The procedure for the joint solicitation of bids shall be as follows:
- a. The parties shall file with the County Director of Purchase a list of administrators designated to be the point of contact for purposes of this agreement. The appropriate TOWN administrator shall provide information to the County Director of Purchase to assist the County in drafting bid specifications and in determining the consolidated quantity of goods and services to be procured by the parties, including whether the funds are appropriated and available to purchase the goods and/or services and whether any MBE/WBE or other requirements apply.
  - b. In consultation with the appropriate administrator as provided for above, the County Director of Purchase, or his or her designee, shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be provided for within the bid specifications so issued by the County. Such bid specifications shall provide for a separate contract to be awarded for goods or services required by the County and the TOWN, as the case may be.
  - c. Prior to the solicitation of any bids, the TOWN shall, on a form provided by the County, verify to the County Director of Purchase that sufficient funds are appropriated and available to pay for the TOWN share of the goods and/or services, that the County is authorized to solicit the bid on behalf of the TOWN, and that the TOWN shall be responsible for payment of all goods and/or services so procured. The parties agree that the County is entitled to rely upon the representations made therein.
  - d. The County Director of Purchase, or his/her designee, shall provide for publication and advertisement of bid solicitations; respond to bidder inquiries; schedule and staff bid openings; receive, open, read and record bids; and forward bid responses to the appropriate administrator, as provided for hereinabove. The appropriate administrator shall review the responses, and on a form provided by the County, notify the County Director of Purchase as to the TOWN determination of the lowest responsible bidder.

- e. The County Director of Purchase shall determine whether and to whom to award the bid with respect to the County portion of such goods and/or services, and the TOWN shall determine whether and to whom to award the bid for the TOWN portion of such goods and/or services.
- f. All contracts shall be awarded separately for the County and the TOWN, and the bid specifications shall so provide for such separate award. The TOWN, as the case may be, shall be responsible for all goods or services procured on behalf of the TOWN.

iii. Procurement of goods, services and/or public works exclusively for the TOWN.

The procedure for the procurement of goods, services and/or public works exclusively for the TOWN shall be as follows:

- a. The appropriate administrator designated by the TOWN, as provided for above, shall provide information to the County Director of Purchase to assist in drafting the bid specifications, including whether funds are appropriated and available for the purchase of the goods or services, and whether any MBE/WBE or other requirements apply. Requests by the TOWN to develop or draft bid specifications also shall be accompanied by a statement, on a form provided by the County, that the TOWN has approved the request.
- b. In consultation with the appropriate administrator as provided for above, the County Director of Purchase, or his or her designee, shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be provided for within the bid specifications so issued by the County. Such bid specifications shall provide that the contract will be awarded by the TOWN and that the TOWN shall be responsible for the payment of all goods or services procured.
- c. Prior to the solicitation of the bid, the TOWN shall, on a form provided by the County, verify to the County Director of Purchase that funds sufficient to pay for the TOWN share of the goods and/or services are appropriated and available, that the County is authorized to solicit the bid on behalf of the TOWN, and that the TOWN shall be responsible for payment of all goods and/or services so procured. The parties agree that the County is entitled to rely upon the representations made therein.
- d. The County Director of Purchase, or his/her designee, shall provide for publication and advertisement of any requests for bids; respond to vendor inquiries; schedule and staff bid openings; receive, open, read and record bids; and review bid responses with the appropriate administrator, as provided for hereinabove. The appropriate administrator shall advise the County Director of Purchase of the TOWN determination of the low bidder.
- e. The TOWN shall determine whether and to whom to award the contract. The TOWN, as the case may be, shall be solely responsible for payment for all goods or services procured.

iv. Disposal of Surplus Property.

The County will provide for the disposal of personal property deemed to be surplus by the TOWN. Such disposal shall be made pursuant to county procedures for the disposal of surplus property. The County does not assume ownership of any TOWN surplus property, and the County

does not assume responsibility for the condition of such property when transferred to a third party. The County shall not charge the TOWN a fee for the disposal of surplus property other than any fee deducted from the sale price by the County or any county contractor providing auction or disposal services, or any fee incurred by the County to provide for disposal of such services properly, and the TOWN agrees to pay such fees within thirty days of billing by the County. In the event that the County will incur a fee to provide for disposal services (other than fees deducted from the sale price), the County shall afford prior notice to the TOWN who shall have the right to take possession of and dispose of the property at no cost to the County.

v. Maintenance of Inventory.

The County shall provide for the maintenance of inventory for personal property, including vehicles, for the TOWN in the manner deemed appropriate by the County Director of Purchase, after consultation with the TOWN

B. Obligations of the TOWN.

i. Purchasing Services to be Performed by the TOWN.

The TOWN shall continue to perform the following functions and duties, and the County shall perform no services with respect to the following except as specifically provided for herein:

- a. Procurement of professional services pursuant to Requests for Proposals (RFP);
- b. Management of insurance coverage and bonds related to contract performance;
- c. Procurement of goods or services where such procurement is deemed by the TOWN impracticable to bid; where such procurement is deemed to be available only from a sole source or has been subject to standardization of purchase; or where such procurement would otherwise fall under an exception to bidding, such as where the cost of the goods or services will be less than the applicable monetary thresholds for competitive bidding, lease purchase, or energy performance. Provided, however, the County will provide for the competitive procurement of standardized goods if so requested by the TOWN, provided that said TOWN provides the County with documentation reasonably acceptable to the County that such standardization comports with applicable law. And, if requested by the TOWN, the County Purchase Director will assist the TOWN in obtaining price quotes for the purchase of goods and/or services where the anticipated cost of such goods and/or services is less than the applicable monetary thresholds for competitive bidding.
- d. Procurement of goods or services for emergency work, change orders, and extra work on public contracts; and
- e. Administration of all contracts awarded after bid on behalf of the TOWN, including contracts for joint procurement of goods and services, and contracts for goods, services, and public works exclusively for the TOWN. Such administration shall include, but not be limited to, legal work, enforcement, and communication with the vendor related to job performance.

ii. Change in Bid Limits.

The TOWN will advise the Director of Purchase of any change in bid limits adopted by the TOWN.

iii. Vendor Payment.

The TOWN accepts responsibility for payment to vendors for the TOWN share of any goods, services and or public works procured pursuant to this agreement.

iv. Joint Public Works Projects.

~~This agreement shall not include the procurement of contracts for joint public works projects on behalf of the County of Onondaga and the TOWN.~~

v. Continuation of Powers.

~~Nothing herein shall be deemed to transfer, curtail or otherwise diminish the powers of the TOWN.~~

3. COSTS

The County will provide the services set forth herein without cost to TOWN, except as specifically provided for with respect to the disposal of surplus property. The parties further agree that TOWN shall be responsible for and shall pay all costs of establishing links to the County procurement system and all costs of acquiring and maintaining any hardware or software required for TOWN employees or contractors to perform any necessary functions and duties under this agreement.

4. STANDARDIZATION

The TOWN will commit to converting purchasing and other administrative functions to the County provided PeopleSoft platform as soon as it is available to provide a completely integrated environment in which to perform procurement functions.

5. TOWN, TOWN, AND DISTRICT PARTICIPATION

The parties hereby agree that additional municipalities and districts in Onondaga County will be invited by the County to participate in this consolidated purchasing program and that the County, in its sole discretion, may enter into cooperative contracts with other entities.

6. PERSONNEL

The County will determine the number of employees to be employed within the Division of Purchase and the number of employees assigned to perform any and all functions performed on behalf of the TOWN. The County will afford TOWN requests for procurement the same priority as it affords County requests.

7. TERM

This Agreement shall commence on January 1, 2011, and shall continue through December 31, 2015. The Agreement shall automatically be renewed for one additional five (5) year period. The County Executive or the [town/TOWN official] may terminate this Agreement, said termination to take effect no earlier than January 1, 2013, by providing twelve months advance written notice to the other party. Thereafter, the County Executive or the [town/TOWN official] may terminate the agreement at any time, including during the renewal period, by providing twelve months prior written notice, and such termination shall take place twelve months from the postmark date or e-mail transmittal date of such notice.

8. REPRESENTATION

In the event legal issues arise relative to the services provided for in this Agreement, the TOWN shall represent the TOWN and, and the County Attorney shall represent the County.

9. DEFENSE, INDEMNIFICATION, HOLD HARMLESS

Regarding the operations and responsibilities concerning this Agreement, the parties further covenant and agree to indemnify, defend and hold harmless each other, and therefore, the County shall indemnify, defend and hold harmless the TOWN, their officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of the County, its officers, employees or agents and likewise the TOWN shall indemnify, defend and hold harmless the County, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of the TOWN, their officers, employees or agents.

**10. CONTRACT MODIFICATIONS**

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

**11. SEVERABILITY**

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

**12. CLAUSES REQUIRED BY LAW**

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONONDAGA

By: \_\_\_\_\_ DATED: \_\_\_\_\_  
Joanne M. Mahoney, County Executive

By: \_\_\_\_\_ DATED: \_\_\_\_\_  
Supervisor:  
TOWN OF CICERO

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

---

\_\_\_\_\_  
Notary Public

---

M:\WORD\Legislature - LT KMB\CONTRACT  
reservoir\Purchase\City.County.Purchase.ConsolidationSampleMunicipality.doc

# SARATOGA ASSOCIATES

Landscape Architects, Architects,  
Engineers, and Planners, P.C.

## Amendment # 3

### ARCHITECT/CONSULTANT AGREEMENT

Between Town of Cicero

(Owner)

and

Saratoga Associates Landscape Architects, Architects, Engineers and Planners, P.C.

(Architect)

The following services are hereby authorized as an amendment to the Architect/Consultant Agreement (Agreement) referenced herein. This amendment shall be incorporated into the referenced Agreement in its entirety and all the terms and conditions of the Agreement are incorporated into this amendment. No terms or conditions of the Agreement are modified except as expressly set forth herein and/or by other amendments to the same Agreement.

PROJECT NAME/NUMBER The Brewerton Revitalization Project, NYS DOT PIN 375495 (Project No. 2009-057)

AUTHORIZATION DATE July 27, 2012

ARCHITECT/CONSULTANT AGREEMENT AND DATE AIA Document B102 Owner Architect Agreement dated September 23, 2009

AMENDED OR ADDITIONAL SERVICES: The Architect will provide the following services:

One (1) Stakeholder Meeting:

The Architect conducted a site visit on *May 25, 2011* with the Owner and interested stakeholders. Activities, such as meeting minutes, printing, correspondence, etc related to this site visit was provided in support of this initiative.

Archeological Services (by Birchwood Archaeological):

In accordance with guidelines established in "*The New York State Education Department Cultural Resources Survey Program Work Scope Specifications for Cultural Resource Investigations on New York State Department of Transportation Projects (2004 SED Work Scope)*", the following cultural resource management services will be completed:

Phase IB Archeological Field Investigations Riverfront Park and Park Expansion Area

A Phase IB survey is conducted on the basis of the data gathered in the Phase IA evaluation in order to determine the presence or absence of cultural resources in the probable impact areas. The Phase IB Survey will also include the reformatting and editing of the Phase IA Review previously performed, as per NYSDOT requests in a March 8 2011 letter. The Phase IA information will

# SARATOGA ASSOCIATES

Town of Cicero – Amendment #3

July 27, 2012

Page 2 of 4

---

further be combined with the results of the Phase IB investigation, according to all 2004 SED Standards. As testing is required in paved areas, it is assumed that the Town will provide labor and equipment meant to assist in the ability to perform shovel testing to the utmost of our ability. This also includes the assumption that the Town will repair any disturbed areas.

All non-modern cultural materials will be recorded in the field and returned to the lab at B.A.S. for further analysis. Necessary fieldwork activities will include:

- Subsurface testing of areas proposed for newly ground disturbing activities (estimated that 15 STPs will be excavated).
- If, during testing, intact soils are found in the parking area within the park adjacent to Oneida River, additional testing at 7.5-meter intervals will be excavated. It is assumed that up to 10 additional test pits may be needed in the parking area.
- In the event that human remains are encountered during construction or archaeological investigations, the State Historic Preservation Office (SHPO) requires that the following protocol is implemented (as presented in the State Historic Preservation Office New York State Office of Parks, Recreation and Historic Preservation Human Remains Discovery Protocol; November 28, 2008).
- At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.
- Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.
- The county coroner and local law enforcement as well as the SHPO, the client, and the NYSDOT Project Liaison will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bioarchaeologist will confirm the identification as human.
- If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The NYSDOT Local Project Liaison will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance. It will be the responsibility of NYSDOT to notify the SHPO, FHWA, and Native American Nations with input from the Sponsor/Cultural Resources consultant.
- If human remains are determined to be Euro-American, the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be

# SARATOGA ASSOCIATES

Town of Cicero – Amendment #3

July 27, 2012

Page 3 of 4

---

generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

- Creation of field maps and technical notes.
- Analysis of any cultural materials recovered.

Information recovered during the Phase IB investigations will be combined with Phase IA Review results and compiled into a final report document in accordance with the SED and NYAC Standards. This task includes all work required to generate and submit a final completed Phase IA/IB Cultural Resources Survey Report to the NYSDSOT, including (but not limited to):

- Editing and reformatting of the Phase IA for inclusion into the final report document.
- Generation of necessary tables and appendices
- Creation of an artifact catalog presenting materials recovered.
- Creation of digital versions of maps and figures for inclusion in the report.
- Generation and submittal of a draft copy of the report to the client, with final report production following review and acceptance of the draft submitted.
- Generation and submittal of two paper copies and two copies on CD in .pdf format of the final report to the client, with one copy in each format to be further submitted to the appropriate NYSDOT reviewer.
- Making revisions to the report (if any) to satisfy any review comments from the client and/or NYSDOT or if requested in writing through Section 106 Native American Consultation.

## Architectural Review

If required by NYSDOT, an architectural reconnaissance survey of up to 11 structures located along NYS Route 11 will be undertaken. As part of this survey NYS Historic Resource Inventory Forms will be completed for each structure, and a discussion of each of the buildings will be included in a separate section within the Phase IA/IB cultural resources report. The purpose of the resources survey will be to determine the potential eligibility of the structures, individually and collectively, for potential inclusion on the National Register of Historic Places. Historic maps and photographs will be used to help develop a loose context for making the recommendations regarding potential eligibility.

## Assumptions:

1. Owner will dig all test pits, per direction of Architect or Architects consultant, and refill once completed. All pavement replace/repair will be the responsibility of the Owner.
2. Ground penetrating radar will not be required. If requested, this service will be completed upon the execution of a supplemental contract/amendment.
3. Preparation of Section 233 Permit is not required. If requested, this service will be completed upon the execution of a supplemental contract/amendment.
4. Regulatory fees are not anticipated – if incurred they will be billed separately.
5. Test pit locations are based on approved (by NYS DOT) Phase 1B proposal.

SARATOGA  
ASSOCIATES

Town of Cicero – Amendment #3

July 27, 2012

Page 4 of 4

---

6. Phase 1B analysis along NYS Route 11 is not anticipated.

---

Deliverable: Phase 1B report as outlined above, in PDF format.

FEE METHOD (and amount, if applicable) Stipulated Sum of Eight Thousand Eight Hundred and Fifty Dollars (\$8,850.00), inclusive of reimbursable expenses.

ADDITIONAL RETAINER DUE WITH AUTHORIZATION None

OTHER CONDITIONS (if applicable) None

THE ARCHITECT will commence these services upon receipt of this executed service amendment.

SARATOGA ASSOCIATES  
Landscape Architects, Architects, Engineers, and Planners, P.C.

Town of Cicero

\_\_\_\_\_  
*John Guariglia, RLA*  
*Associate Principal / Secretary*

\_\_\_\_\_  
*James Corl, Town Supervisor*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Proposed Resolution to repeal Resolution # 544 dated December 6, 2011, that supported a video lottery facility in the Town of Cicero.

On December 6, 2011 the Onondaga County Legislature passed a resolution supporting a video lottery facility in Onondaga County in conjunction with a Convention Center Hotel in Syracuse NY, without a supporting resolution from the Cicero Town Board.

The proposed developer has proposed to build a video facility in the Town of Cicero in the area of Taft Road.

The Cicero Town has been presented with a petition from over 700 concerned residents from the Cicero area requesting more information and a public hearing on the proposed video lottery facility.

To date, the proposed developer has not made a public presentation of the proposed video lottery facility to the Cicero Town Board or the Cicero planning Board to address important issues such as zoning, traffic, public safety, and environmental concerns that would impact Town of Cicero taxpayers.

Therefore, the Town Board of the Town of Cicero requests that the Onondaga County Legislature repeal Resolution Number 544 dated December 6, 2011 since there has been no resolution of support from the Cicero Town Board.

The Town Board also requests that no further consideration of a video lottery facility in the Town of Cicero be taken by the Onondaga County Legislature without a specific resolution of support by the Cicero Town Board.

The Town Clerk is hereby directed to transmit this resolution to the Onondaga County Legislature, the Governor of the State of New York, the Director of the New York State Division of Lottery and the New York Racing and Wagering Board.

**AGENDA August 22, 2012**

TO: Town Board

FROM: ~~Jody L. Rogers, Director~~

---

DATE: August 16, 2012

RE: YBPR Purchase Approvals

---

1. ITEM: ER Lacrosse Instruction  
VENDOR: Ryan Thayer  
AMOUNT: \$1440 (via participant fees)  
Budget Code: B7020.44
  
2. ITEM: Balance of goose control expenses William Beach  
VENDOR: Wild Goose Chasers of CNY  
AMOUNT: \$55.88  
Budget Code: A7150.45

PURCHASE ORDER

ORDER NO.

18247

TOWN OF CICERO

8236 Brewerton Road  
CICERO, N.Y. 13039  
Tax Exempt No. 15-6000898

ABOVE ORDER NO.  
MUST APPEAR ON ALL PAPERS  
AND PACKAGES RELATIVE  
TO THIS ORDER.

TO

Driver's Village

SHIP TO

B312042

CHARGE CODE		TERMS	DATE REQUIRED	SHIP VIA	ROUTING	DATE		
QUANTITY		PLEASE ENTER OUR ORDER FOR GOODS LISTED BELOW:				UNIT PRICE	TOTAL	
ORDERED	RECEIVED	STOCK NUMBER	DESCRIPTION					
			July 2012				900.00	
<del>TOTAL: \$1,588.59</del>								
PLEASE SEND COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING.				PURCHASING AGENT				
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.				RECEIVED BY		DATE RECEIVED		
				[Signature]		7/18/12		

~~Difference = \$1,588.59~~

New Total 2048.48

# TOWN OF CICERO

8236 Brewerton Rd  
Cicero, New York 13039-1517

TAX ID No. 15-6000898  
(315) 699-2759

Department POLICE

Claimant's DRIVERS VILLAGE

Name and

Address

PLEASE DO NOT  
WRITE IN THIS AREA

Voucher

No. \_\_\_\_\_

Date Voucher Received \_\_\_\_\_

Fund-Appropriation

Amount

B312042	<b>\$ 2,048.48</b>
<b>Total</b>	<b>2,048.48</b>
Entered on Abstract No. _____	

PURCH  
TERMS \_\_\_\_\_

ORDER NO \_\_\_\_\_

18247

Detailed invoices may be attached and total entered on this Voucher. Certification below MUST BE SIGNED

Date	Vendor's Invoice No.	Quantity	Description of Materials or Services	Unit Price	Amount
7/3/2012	3054328		Jul-12		977.55
7/5/2012	3054396				343.47
7/23/2012	3054421				10.00
7/23/2012	3054493				50.00
7/10/2012	3054516				20.00
7/23/2012	3054678				15.00
7/23/2012	3054776				47.49
7/31/2012	3054817				412.40
7/25/2012	3054827				113.62
7/31/2012	3054836				58.95
				<b>Total</b>	<b>\$ 2,048.48</b>

I, \_\_\_\_\_, certify that the above account in the amount of \$ \_\_\_\_\_ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

Date

Signature

Title

### Department Approval

The above services or materials were rendered or furnished to the Municipality on the date stated and the charges are correct.

7/13/12

Date

Authorized Official

### Approval For Payment

This claim is approved and ordered paid from the appropriations indicated above.

Authorized Official

Date



Driver's Village  
 5885 East Circle Drive Suite 200  
 Cicero, NY 13039  
 Telephone: (315) 452-1556

STATEMENT OF ACCOUNT

CUSTOMER
CICERO POLICE DEPT 8236 BREWERTON RD CICERO, NY 13039

ACCOUNT NUMBER	DATE
2000499	7/31/12
PAYMENT TERMS	
Stmt bal due by 10th	
BALANCE	AMOUNT PAID
2048.48	

Please return the top portion of this statement with your payment - Thank You.

Your SERVICE CHARGE is computed by a single periodic rate of 1.5% per month (minimum charge of \$1.00) which is an ANNUAL PERCENTAGE RATE of 18%. Net 30 days. SERVICE CHARGES added to all delinquent accounts.

DATE	DOCUMENT	DESCRIPTION	AMOUNT
7/13/12		Last payment of 948.84 received	
7/03/12	3054328	3054328 CICERO POLICE	977.55
7/05/12	3054396	3054396 CICERO POLICE	343.47
7/23/12	3054421	3054421 CICERO POLICE	10.00
7/23/12	3054493	3054493 CICERO POLICE	50.00
7/10/12	3054516	3054516 CICERO POLICE	20.00
7/23/12	3054678	3054678 CICERO POLICE	15.00
7/23/12	3054776	3054776 CICERO POLICE	47.49
7/31/12	3054817	3054817 CICERO POLICE	412.40
7/25/12	3054827	3054827 CICERO POLICE	113.62
7/31/12	3054836	3054836 CICERO POLICE	58.95

1 - 30	31 - 60	61 - 90	91 +	FINANCE CHARGE	NET DUE
2048.48	.00	.00	.00	.00	2048.48
					<b>BALANCE</b>

SEND INQUIRIES TO:

PAYMENTS, CREDITS OR CHARGES RECEIVED AFTER THE CLOSING DATE OF THIS BILLING CYCLE SHOWN ABOVE WILL APPEAR ON YOUR NEXT STATEMENT.



Driver's Village  
 5885 East Circle Drive Suite 200  
 Cicero, NY 13039  
 Telephone: (315) 452-1556

STATEMENT OF ACCOUNT

CUSTOMER
CICERO POLICE DEPT 8236 BREWERTON RD CICERO, NY 13039

ACCOUNT NUMBER	DATE
2000499	7/31/12
PAYMENT TERMS	
Stmt bal due by 10th	
BALANCE	AMOUNT PAID
2048.48	

Please return the top portion of this statement with your payment - Thank You.

Your **SERVICE CHARGE** is computed by a single periodic rate of 1.5% per month (minimum charge of \$1.00) which is an **ANNUAL PERCENTAGE RATE** of 18%. Net 30 days. **SERVICE CHARGES** added to all delinquent accounts.

DATE	DOCUMENT	DESCRIPTION	AMOUNT
7/13/12		Last payment of 948.84 received	
7/03/12	3054328	3054328 CICERO POLICE	977.55
7/05/12	3054396	3054396 CICERO POLICE	343.47
7/23/12	3054421	3054421 CICERO POLICE	10.00
7/23/12	3054493	3054493 CICERO POLICE	50.00
7/10/12	3054516	3054516 CICERO POLICE	20.00
7/23/12	3054678	3054678 CICERO POLICE	15.00
7/23/12	3054776	3054776 CICERO POLICE	47.49
7/31/12	3054817	3054817 CICERO POLICE	412.40
7/25/12	3054827	3054827 CICERO POLICE	113.62
7/31/12	3054836	3054836 CICERO POLICE	58.95

1 - 30	31 - 60	61 - 90	91 +	FINANCE CHARGE	NET DUE
2048.48	.00	.00	.00	.00	2048.48

SEND INQUIRIES TO:

PAYMENTS, CREDITS OR CHARGES RECEIVED AFTER THE CLOSING DATE OF THIS BILLING CYCLE SHOWN ABOVE WILL APPEAR ON YOUR NEXT STATEMENT.

**BALANCE**



**DRIVER'S VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300

**LINCOLN**

Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
6/29/12	3054328/1
R/O Close Date	Status
7/03/12	Reprint
Mileage In	Mileage Out
131555	131555
Service Advisor / Tag #	
Eric Mabie	

CICERO POLICE			Work Phone		Vehicle Identification Number	
NON-EMERGENCY PHONE #425-2333					2FAHP71W86X124673	
8236 RT 11			Home Phone		Delivery Date	
CICERO, NY 13039			315-699-1466		In-Service Date	
Year	Make	Model	Body		Color	License Number
2006	FORD	CR VIC C2			BLACK	C2

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<b>#1 - MR Customer Reports: A/C IS BLOWING WARM AND SOMETIMES SWITCHES FROM VENT TO DEFROST WITHOUT CHANGING THE BLEND</b>	
Caused by	
VERIFIED CONCERN A/C IS INOP. FOUND COMPRESSOR TO BE FAULTY	
Work performed by Jeff Winn UE01(71)	140.00
Installed 8L2Z 19703 C :COMPRESSOR ASY	1@454.00 454.00
Installed 9L2Z 19D798 A :DISC - MAGNETIC	1@71.07 71.07
Installed 8L2Z 19D784 B :PULLEY - COMPRESSOR	1@102.31 102.31
Installed 8L2Z 19D786 B :CLUTCH ASY - COMPRESSOR	1@70.09 70.09
Installed 9W7Z 19B596 A :KIT	1@23.02 23.02
Installed 9W7Z 19B596 B :KIT	1@19.06 19.06
Sub Total: Labor: 140.00 Parts: 739.55 Total: 879.55	
REMOVED AND REPLACED A/C COMPRESSOR, PULLY, CLUTCH AND ASSOCIATED HARDWARE. PERFORMED EVAC AND RECHARGE (LINE 3) AND VERIFIED REPAIR	
-----	
<b>#2 * MR Customer Reports: PERFORM EVAC AND RECHARGE</b>	
Work performed by Jeff Winn UE01(71)	98.00
PERFORMED EVAC AND RECHARGE. NO FREON NEEDED	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I Herby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."	LABOR	238.00
DISCLAIMER OF WARRANTIES. These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.	PARTS	739.55
TERMS: Strictly cash or acceptable credit card.	DEDUCTIBLE	.00
Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the manual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgement on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.	SUBLET	.00
	SHOP SUPPLIES	.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	XXXXXX0898 .00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	977.55
	A/R2000499 CICERO POLICE DEPT	977.55

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



DRIVERS VILLAGE

Drivers Village, Inc.
DBA Burdick Lincoln
5885 East Circle Drive, Suite 300
Cicero, New York 13039
Telephone # (315) 699-6300 Facility ID # 7100369

LINCOLN

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m.
Monday - Thursday
Friday 7:30 a.m. to 6:00 p.m.
Saturday 8:00 a.m. to 4:00 p.m.

Table with columns: R/O Open Date, R/O Number, R/O Close Date, Status, Mileage In, Mileage Out, Service Advisor / Tag #, Vehicle Identification Number, Delivery Date, In-Service Date, Color, License Number.

Table with columns: Year, Make, Model, Work Phone, Home Phone, Body.

Main service description table with columns: DESCRIPTION OF SERVICE AND PARTS, AMOUNT. Includes items #1, #2, and #3 with detailed descriptions and costs.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent.

Summary table with columns: LABOR, PARTS, DEDUCTIBLE, SUBLET, SHOP SUPPLIES, HAZARDOUS MATERIALS, SALES TAX OR TAX I.D., SPECIAL ORDER DEPOSIT, DISCOUNTS, TOTAL DUE, A/R2000499 CICERO POLICE DEPT.

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.



**DRIVERS VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300 Facility ID # 7100369

**LINCOLN**

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 8:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/03/12	3054421/1
R/O Close Date	Status
7/23/12	Reprint
Mileage In	Mileage Out
32100	32100
Service Advisor / Tag #	
Eric Mabie	
Vehicle Identification Number	
2FABP7BV6BX157323	
Delivery Date	In-Service Date
Color	License Number
	A1

CICERO POLICE		
NON-EMERGENCY PHONE #425-2333		
8236 RT 11		
CICERO, NY 13039		
Year	Make	Model
2011	FORD	CROWN VIC A1

Work Phone	
Home Phone	315-699-1466
Body	A1

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR I: NEW YORK STATE SAFETY INSPECTION \$10 CURRENT & PREVIOUS MODEL YEAR ONLY Corrected by P: (10479159) PASSED NEW YORK STATE INSPECTION Work performed by Jeff Winn UE01(71)	10.00

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I Hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing end/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to." **DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first, seller hereby limits implied warranties to the same period.

**TERMS: Strictly cash or acceptable credit card.**

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the manual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgement on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	10.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	10.00
A/R2000499 CICERO POLICE DEPT	10.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**DRIVERS VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300

**LINCOLN**

Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	7/09/12	R/O Number	3054493/1
R/O Close Date	7/23/12	Status	Reprint
Mileage In	30332	Mileage Out	30332
Service Advisor / Tag #			
Eric Mabie			
Work Phone		Vehicle Identification Number	
		2FABP7BV4BX157322	
Home Phone		Delivery Date	In-Service Date
315-699-1466			
Year	Make	Model	Body
2011	FORD	CROWN VICTORI	D1
		Color	License Number
			D1

CICERO POLICE			
NON-EMERGENCY PHONE #425-2333			
8236 RT 11			
CICERO, NY 13039			
Year	Make	Model	Body
2011	FORD	CROWN VICTORI	D1
		Color	License Number
			D1

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR I: NEW YORK STATE SAFETY INSPECTION \$10 CURRENT & PREVIOUS MODEL YEAR ONLY Corrected by P: (10479161) PASSED NEW YORK STATE INSPECTION Work performed by Jeff Winn UE01(71) Sub Total: Labor: 10.00 Parts: .00 Total: 10.00	10.00
#3 - MR MB2: MOUNT & BALANCE 2 TIRES \$40.00 HAZARD WASTE CHARGE IS TIRE TAX FOR INTERNAL REPAIR ORDERS ALSO USE LOP TT2 FOR TIRE TAX CUSTOMER SUPPLIED TIRES TO REAR OF VEHICLE Corrected by MB2: MOUNT & BALANCE 2 TIRES \$40.00 HAZARD WASTE CHARGE IS TIRE TAX FOR INTERNAL REPAIR ORDERS ALSO USE LOP TT2 FOR TIRE TAX Work performed by Jeff Winn UE01(71) Hazardous Materials Charge Sub Total: Labor: 35.00 Parts: .00 Total: 35.00	35.00 5.00

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I Hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."

**DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.

**TERMS: Strictly cash or acceptable credit card.**

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award.

Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	45.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	5.00
SALES TAX OR TAX I.D.	XXXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	50.00
A/R2000499	CICERO POLICE DEPT 50.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**DRIVER'S VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300



Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/10/12	3054516/1
R/O Close Date	Status
7/10/12	Reprint
Mileage In	Mileage Out
119689	119689
Service Advisor / Tag #	
Eric Mabie	
Vehicle Identification Number	
2FAHP71W16X130654	
Delivery Date	In-Service Date
Color	License Number
BLACK	V1

CICERO POLICE  
NON-EMERGENCY PHONE #425-2333  
8236 RT 11  
CICERO, NY 13039

Work Phone  
Home Phone  
315-699-1466

Year	Make	Model
2006	FORD	CROWN VIC VIP

Body

Color	License Number
BLACK	V1

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR Customer Reports: R/F TIRE LOSING AIR. PLEASE CHECK AND ADVISE Caused by VERIFIED CONCERN FOUND R/F VALVE STEM LEAKING Work performed by Jeff Winn UE01(71) REMOVED AND REPLACED R/F VALVE STEM. VERIFIED REPAIR	20.00

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I Hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."

**DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.

**TERMS:** Strictly cash or acceptable credit card.

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall award shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration shall be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	20.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	20.00
A/R2000499 CICERO POLICE DEPT	20.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



DRIVERS VILLAGE

Drivers Village, Inc.
DBA Burdick Lincoln
5885 East Circle Drive, Suite 300
Cicero, New York 13039
Telephone # (315) 699-6300

LINCOLN

Facility ID # 7100369

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m.
Monday - Thursday
Friday 7:30 a.m. to 6:00 p.m.
Saturday 8:00 a.m. to 4:00 p.m.

Table with columns: R/O Open Date, R/O Number, R/O Close Date, Status, Mileage In, Mileage Out, Service Advisor / Tag #, Vehicle Identification Number, Delivery Date, In-Service Date, Color, License Number.

Table with columns: Year, Make, Model, Body. Row: 2011, FORD, CROWN VICTORI, D1.

Table with columns: DESCRIPTION OF SERVICE AND PARTS, AMOUNT. Includes items #1 and #2 with descriptions of inspections and tire work.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. \*I Herby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent.

Summary table with columns: LABOR, PARTS, DEDUCTIBLE, SUBLET, SHOP SUPPLIES, HAZARDOUS MATERIALS, SALES TAX OR TAX I.D., SPECIAL ORDER DEPOSIT, DISCOUNTS, TOTAL DUE, A/R2000499 CICERO POLICE DEPT.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



DRIVER'S VILLAGE

Drivers Village, Inc.
DBA Burdick Lincoln
5885 East Circle Drive, Suite 300
Cicero, New York 13039
Telephone # (315) 699-6300 Facility ID # 7100369



SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m.
Monday - Thursday
Friday 7:30 a.m. to 6:00 p.m.
Saturday 8:00 a.m. to 4:00 p.m.

Table with columns: R/O Open Date, R/O Number, R/O Close Date, Status, Mileage In, Mileage Out, Service Advisor / Tag #, Vehicle Identification Number, Delivery Date, In-Service Date, Color, License Number.

Table with columns: Year, Make, Model, Body. Row: 2011, FORD, CROWN VIC A1, A1.

Table with columns: DESCRIPTION OF SERVICE AND PARTS, AMOUNT. Contains items #1, #2, and #4 with detailed descriptions and amounts.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I Hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to." DISCLAIMER OF WARRANTIES. These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period. TERMS: Strictly cash or acceptable credit card.

Summary table with columns: LABOR, PARTS, DEDUCTIBLE, SUBLET, SHOP SUPPLIES, HAZARDOUS MATERIALS, SALES TAX OR TAX I.D., SPECIAL ORDER DEPOSIT, DISCOUNTS, TOTAL DUE, A/R2000499 CICERO POLICE DEPT.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.



**DRIVERS VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300

**LINCOLN**

Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/24/12	3054817/1
R/O Close Date	Status
7/31/12	Reprint
Mileage In	Mileage Out
120272	120274
Service Advisor / Tag #	
Eric Mabie/817	
Vehicle Identification Number	
2FAHP71W16X130654	
Delivery Date	In-Service Date
Color	License Number
BLACK	V1

CICERO POLICE		
NON-EMERGENCY PHONE #425-2333		
8236 RT 11		
CICERO, NY 13039		
Year	Make	Model
2006	FORD	CROWN VIC VIP

Work Phone	
Home Phone	315-699-1466
Body	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR MIE: NEW YORK STATE SAFETY & EMISSIONS INSPECTION \$21 ID# 7100369 Corrected by P: (05454279) PASSED NEW YORK STATE INSPECTION Work performed by Jeff Winn UE01(71) Sub Total: Labor: 21.00 Parts: .00 Total: 21.00	21.00
#3 * MR Customer Reports: RIGHT FRONT COIL SPRING IS CRACKED Work performed by Jeff Winn UE01(71) Installed BW7Z 18124 A :SHOCK ABSORBER ASY 1@161.75 Installed 3W7Z 5310 AA :SPRING - FRONT 1@126.15 REPLACED RIGHT FRONT COIL SPRING AND STRUT DUE TO BAD LOWER BUSHING, POST ROAD TEST TO VERIFY REPAIRS	103.50 161.75 126.15

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I Herby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."  
**DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.  
**TERMS: Strictly cash or acceptable credit card.**

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall avoid shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	124.50
PARTS	287.90
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	412.40
A/R2000499 CICERO POLICE DEPT	412.40

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**DRIVER'S VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300

**LINCOLN**

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/24/12	3054827/1
R/O Close Date	Status
7/25/12	Reprint
Mileage In	Mileage Out
32182	32182
Service Advisor / Tag #	
Randy Kuryla	
Vehicle Identification Number	
2FABP7BV4BX157322	
Delivery Date	In-Service Date
Color	License Number
	D1

CICERO POLICE			
NON-EMERGENCY PHONE #425-2333			
8236 RT 11			
CICERO, NY 13039			
Year	Make	Model	Body
2011	FORD	CROWN VICTORI	D1

Work Phone	
Home Phone	315-699-1466

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR LOF: LUBE/OIL/FILTER -INSTALL NEW STICKER RESET OIL REMINDER SYSTEM (IF EQUIPPED) Corrected by LOF1: PERFORMED LUBE OIL AND FILTER CHANGE TOPPED OFF ALL FLUIDS, CHECKED AND SET TIRE PRESSURES, RESET SERVICE REMINDER SERVICE COMPLETED Work performed by Jeff Winn UE01(71) 4.00 Installed BE8Z 6731 AB :FILTER ASY - OIL 1@5.25 5.25 Installed ENGINEOIL :ENGINE OIL 5@2.54 12.70 Sub Total: Labor: 4.00 Parts: 17.95 Total: 21.95	
#3 - MR MB2: MOUNT & BALANCE 2 TIRES \$40.00 HAZARD WASTE CHARGE IS TIRE TAX FOR INTERNAL REPAIR ORDERS ALSO USE LOP TT2 FOR TIRE TAX Corrected by MB2: MOUNT & BALANCE 2 TIRES \$40.00 HAZARD WASTE CHARGE IS TIRE TAX FOR INTERNAL REPAIR ORDERS ALSO USE LOP TT2 FOR TIRE TAX Work performed by Jeff Winn UE01(71) 30.00 Sub Total: Labor: 30.00 Parts: .00 Total: 30.00 CUSTOMER SUPPLIED TIRES	
#4 - MR Customer Reports: REPLACE FUEL FILTER Work performed by Jeff Winn UE01(71) 42.00 Installed 2M5Z 9155 CA :FILTER ASY - FUEL 1@19.67 19.67 REPLACED FUEL FILTER	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to." **DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period. TERMS: Strictly cash or acceptable credit card.

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted by the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only you and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	76.00
PARTS	37.62
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	113.62
A/R2000499	CICERO POLICE DEPT 113.62

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**DRIVER'S VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
 5885 East Circle Drive, Suite 300  
 Cicero, New York 13039  
 Telephone # (315) 699-6300

**LINCOLN**

Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 7:00 p.m.  
 Monday - Thursday  
 Friday 7:30 a.m. to 6:00 p.m.  
 Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/24/12	3054836/1
R/O Close Date	Status
7/31/12	Reprint
Mileage In	Mileage Out
45304	45304
Service Advisor / Tag #	
Eric Mabie	
Vehicle Identification Number	
1FAHP53U76A211988	
Delivery Date	In-Service Date
Color	License Number
	DNB5936

CICERO POLICE		
NON-EMERGENCY PHONE #425-2333		
8236 RT 11		
CICERO, NY 13039		
Year	Make	Model
2006	FORD	TAURUS I1

Work Phone	Home Phone	Body
	315-699-1466	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: <del>PERFORM MULTI POINT INSPECTION</del> Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR LOF: LUBE/OIL/FILTER -INSTALL NEW STICKER RESET OIL REMINDER SYSTEM (IF EQUIPPED) Corrected by LOF1: PERFORMED LUBE OIL AND FILTER CHANGE TOPPED OFF ALL FLUIDS, CHECKED AND SET TIRE PRESSURES, RESET SERVICE REMINDER SERVICE COMPLETED Work performed by Jeff Winn UE01(71) 4.00 Installed E4FZ 6731 AB :FILTER ASY - OIL 1@5.25 5.25 Installed ENGINEOIL :ENGINE OIL 5@2.54 12.70 Sub Total: Labor: 4.00 Parts: 17.95 Total: 21.95	
#3 * MR Customer Reports: REPLACE WASHER HOSE ASSEMBLY Caused by FOUND WASHER HOSE CRACKED Work performed by Jeff Winn UE01(71) 21.00 Installed 3F1Z 17A605 AA :HOSE - WINDSHIELD WASHER 1@16.00 16.00 REPLACED WASHER HOSE ASSEMBLY	

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."  
**DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.  
**TERMS: Strictly cash or acceptable credit card.**  
 Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgement on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall award shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award.  
 Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	25.00
PARTS	33.95
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	58.95
A/R2000499	CICERO POLICE DEPT 58.95

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

PURCHASE ORDER

ORDER NO.

18247

TOWN OF CICERO

8236 Brewerton Road  
CICERO, N.Y. 13039  
Tax Exempt No. 15-6000898

ABOVE ORDER NO.  
MUST APPEAR ON ALL PAPERS  
AND PACKAGES RELATIVE  
TO THIS ORDER.

TO

Driver's Village

SHIP TO

B312042

CHARGE CODE		TERMS	DATE REQUIRED	SHIP VIA	ROUTING	DATE		
QUANTITY		PLEASE ENTER OUR ORDER FOR GOODS LISTED BELOW:				UNIT PRICE	TOTAL	
ORDERED	RECEIVED	STOCK NUMBER	DESCRIPTION					
			July 2012				900.00	
<del>TOTAL: \$1588.59</del>								
PLEASE SEND COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING.				PURCHASING AGENT				
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.				RECEIVED BY		DATE RECEIVED		
				[Signature]		7/18/12		

~~Difference = \$1588.59~~

New Total 2048.48

# TOWN OF CICERO

8236 Brewerton Rd  
Cicero, New York 13039-1517

TAX ID No. 15-6000898  
(315) 699-2759

Department POLICE

Claimant's DRIVERS VILLAGE

Name and

Address

PLEASE DO NOT  
WRITE IN THIS AREA

Voucher

No. \_\_\_\_\_

Date Voucher Received \_\_\_\_\_

Fund-Appropriation

Amount

B312042	<b>\$ 2,048.48</b>
<b>Total</b>	<b>2,048.48</b>
Entered on Abstract No. _____	

PURCH  
TERMS \_\_\_\_\_

ORDER NO \_\_\_\_\_

18247

Detailed invoices may be attached and total entered on this Voucher. Certification below MUST BE SIGNED

Date	Vendor's Invoice No.	Quantity	Description of Materials or Services	Unit Price	Amount
7/3/2012	3054328		Jul-12		977.55
7/5/2012	3054396				343.47
7/23/2012	3054421				10.00
7/23/2012	3054493				50.00
7/10/2012	3054516				20.00
7/23/2012	3054678				15.00
7/23/2012	3054776				47.49
7/31/2012	3054817				412.40
7/25/2012	3054827				113.62
7/31/2012	3054836				58.95
				<b>Total</b>	<b>\$ 2,048.48</b>

I, \_\_\_\_\_, certify that the above account in the amount of \$ \_\_\_\_\_ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

Date

Signature

Title

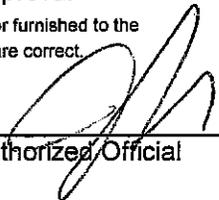
### Department Approval

The above services or materials were rendered or furnished to the Municipality on the date stated and the charges are correct.

7/13/12

Date

Authorized Official



### Approval For Payment

This claim is approved and ordered paid from the appropriations indicated above.

Authorized Official

Date



Driver's Village  
 5885 East Circle Drive Suite 200  
 Cicero, NY 13039  
 Telephone: (315) 452-1556

STATEMENT OF ACCOUNT

CUSTOMER
CICERO POLICE DEPT 8236 BREWERTON RD CICERO, NY 13039

ACCOUNT NUMBER	DATE
2000499	7/31/12
PAYMENT TERMS	
Stmt bal due by 10th	
BALANCE	AMOUNT PAID
2048.48	

Please return the top portion of this statement with your payment - Thank You.

Your SERVICE CHARGE is computed by a single periodic rate of 1.5% per month (minimum charge of \$1.00) which is an ANNUAL PERCENTAGE RATE of 18%. Net 30 days. SERVICE CHARGES added to all delinquent accounts.

DATE	DOCUMENT	DESCRIPTION	AMOUNT
7/13/12		Last payment of 948.84 received	
7/03/12	3054328	3054328 CICERO POLICE	977.55
7/05/12	3054396	3054396 CICERO POLICE	343.47
7/23/12	3054421	3054421 CICERO POLICE	10.00
7/23/12	3054493	3054493 CICERO POLICE	50.00
7/10/12	3054516	3054516 CICERO POLICE	20.00
7/23/12	3054678	3054678 CICERO POLICE	15.00
7/23/12	3054776	3054776 CICERO POLICE	47.49
7/31/12	3054817	3054817 CICERO POLICE	412.40
7/25/12	3054827	3054827 CICERO POLICE	113.62
7/31/12	3054836	3054836 CICERO POLICE	58.95

1 - 30	31 - 60	61 - 90	91 +	FINANCE CHARGE	NET DUE
2048.48	.00	.00	.00	.00	2048.48
					<b>BALANCE</b>

SEND INQUIRIES TO:

PAYMENTS, CREDITS OR CHARGES RECEIVED AFTER THE CLOSING DATE OF THIS BILLING CYCLE SHOWN ABOVE WILL APPEAR ON YOUR NEXT STATEMENT.



Driver's Village  
 5885 East Circle Drive Suite 200  
 Cicero, NY 13039  
 Telephone: (315) 452-1556

STATEMENT OF ACCOUNT

CUSTOMER
CICERO POLICE DEPT 8236 BREWERTON RD CICERO, NY 13039

ACCOUNT NUMBER	DATE
2000499	7/31/12
PAYMENT TERMS	
Stmt bal due by 10th	
BALANCE	AMOUNT PAID
2048.48	

Please return the top portion of this statement with your payment - Thank You.

Your SERVICE CHARGE is computed by a single periodic rate of 1.5% per month (minimum charge of \$1.00) which is an ANNUAL PERCENTAGE RATE of 18%. Net 30 days. SERVICE CHARGES added to all delinquent accounts.

DATE	DOCUMENT	DESCRIPTION	AMOUNT
7/13/12		Last payment of 948.84 received	
7/03/12	3054328	3054328 CICERO POLICE	977.55
7/05/12	3054396	3054396 CICERO POLICE	343.47
7/23/12	3054421	3054421 CICERO POLICE	10.00
7/23/12	3054493	3054493 CICERO POLICE	50.00
7/10/12	3054516	3054516 CICERO POLICE	20.00
7/23/12	3054678	3054678 CICERO POLICE	15.00
7/23/12	3054776	3054776 CICERO POLICE	47.49
7/31/12	3054817	3054817 CICERO POLICE	412.40
7/25/12	3054827	3054827 CICERO POLICE	113.62
7/31/12	3054836	3054836 CICERO POLICE	58.95

1 - 30	31 - 60	61 - 90	91 +	FINANCE CHARGE	NET DUE
2048.48	.00	.00	.00	.00	2048.48

SEND INQUIRIES TO:

PAYMENTS, CREDITS OR CHARGES RECEIVED AFTER THE CLOSING DATE OF THIS BILLING CYCLE SHOWN ABOVE WILL APPEAR ON YOUR NEXT STATEMENT.

**BALANCE**



**DRIVER'S VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300

**LINCOLN**

Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
6/29/12	3054328/1
R/O Close Date	Status
7/03/12	Reprint
Mileage In	Mileage Out
131555	131555
Service Advisor / Tag #	
Eric Mabie	

CICERO POLICE			Work Phone		Vehicle Identification Number	
NON-EMERGENCY PHONE #425-2333					2FAHP71W86X124673	
8236 RT 11			Home Phone		Delivery Date	
CICERO, NY 13039			315-699-1466		In-Service Date	
Year	Make	Model	Body		Color	License Number
2006	FORD	CR VIC C2			BLACK	C2

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR Customer Reports: A/C IS BLOWING WARM AND SOMETIMES SWITCHES FROM VENT TO DEFROST WITHOUT CHANGING THE BLEND Caused by VERIFIED CONCERN A/C IS INOP. FOUND COMPRESSOR TO BE FAULTY Work performed by Jeff Winn UE01(71)	140.00
Installed 8L2Z 19703 C :COMPRESSOR ASY	1@454.00 454.00
Installed 9L2Z 19D798 A :DISC - MAGNETIC	1@71.07 71.07
Installed 8L2Z 19D784 B :PULLEY - COMPRESSOR	1@102.31 102.31
Installed 8L2Z 19D786 B :CLUTCH ASY - COMPRESSOR	1@70.09 70.09
Installed 9W7Z 19B596 A :KIT	1@23.02 23.02
Installed 9W7Z 19B596 B :KIT	1@19.06 19.06
Sub Total: Labor: 140.00 Parts: 739.55 Total: 879.55 REMOVED AND REPLACED A/C COMPRESSOR, PULLY, CLUTCH AND ASSOCIATED HARDWARE. PERFORMED EVAC AND RECHARGE (LINE 3) AND VERIFIED REPAIR	
#2 * MR Customer Reports: PERFORM EVAC AND RECHARGE Work performed by Jeff Winn UE01(71) PERFORMED EVAC AND RECHARGE. NO FREON NEEDED	98.00

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I Herby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."

DISCLAIMER OF WARRANTIES. These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.

TERMS: Strictly cash or acceptable credit card.

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the manual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	238.00
PARTS	739.55
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	977.55
A/R2000499 CICERO POLICE DEPT 977.55	

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



DRIVERS VILLAGE

Drivers Village, Inc.
DBA Burdick Lincoln
5885 East Circle Drive, Suite 300
Cicero, New York 13039
Telephone # (315) 699-6300 Facility ID # 7100369

LINCOLN

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m.
Monday - Thursday
Friday 7:30 a.m. to 6:00 p.m.
Saturday 8:00 a.m. to 4:00 p.m.

Table with columns: R/O Open Date, R/O Number, R/O Close Date, Status, Mileage In, Mileage Out, Service Advisor / Tag #, Vehicle Identification Number, Delivery Date, In-Service Date, Color, License Number.

Table with columns: Year, Make, Model, Work Phone, Home Phone, Body.

Main service description table with columns: DESCRIPTION OF SERVICE AND PARTS, AMOUNT. Includes items #1, #2, and #3 with detailed work descriptions and costs.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent.

Summary table with columns: LABOR, PARTS, DEDUCTIBLE, SUBLET, SHOP SUPPLIES, HAZARDOUS MATERIALS, SALES TAX OR TAX I.D., SPECIAL ORDER DEPOSIT, DISCOUNTS, TOTAL DUE, A/R2000499 CICERO POLICE DEPT.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.



**DRIVERS VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300 Facility ID # 7100369

**LINCOLN**

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/03/12	3054421/1
R/O Close Date	Status
7/23/12	Reprint
Mileage In	Mileage Out
32100	32100
Service Advisor / Tag #	
Eric Mabie	
Vehicle Identification Number	
2FABP7BV6BX157323	
Delivery Date	In-Service Date
Color	License Number
	A1

CICERO POLICE		
NON-EMERGENCY PHONE #425-2333		
8236 RT 11		
CICERO, NY 13039		
Year	Make	Model
2011	FORD	CROWN VIC A1

Work Phone	
Home Phone	315-699-1466
Body	A1

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR I: NEW YORK STATE SAFETY INSPECTION \$10 CURRENT & PREVIOUS MODEL YEAR ONLY Corrected by P: (10479159) PASSED NEW YORK STATE INSPECTION Work performed by Jeff Winn UE01(71)	10.00

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I Hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing end/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to." **DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first, seller hereby limits implied warranties to the same period.

**TERMS: Strictly cash or acceptable credit card.**

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the manual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgement on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	10.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	10.00
A/R2000499 CICERO POLICE DEPT	10.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**DRIVERS VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300

**LINCOLN**

Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	7/09/12	R/O Number	3054493/1
R/O Close Date		Status	
	7/23/12	Reprint	
Mileage In	30332	Mileage Out	30332
Service Advisor / Tag #			
Eric Mabie			
Work Phone		Vehicle Identification Number	
		2FABP7BV4BX157322	
Home Phone		Delivery Date	In-Service Date
315-699-1466			
Year	Make	Model	Body
2011	FORD	CROWN VICTORI	D1
		Color	License Number
			D1

CICERO POLICE			
NON-EMERGENCY PHONE #425-2333			
8236 RT 11			
CICERO, NY 13039			
Year	Make	Model	Body
2011	FORD	CROWN VICTORI	D1
		Color	License Number
			D1

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR I: NEW YORK STATE SAFETY INSPECTION \$10 CURRENT & PREVIOUS MODEL YEAR ONLY Corrected by P: (10479161) PASSED NEW YORK STATE INSPECTION Work performed by Jeff Winn UE01(71) Sub Total: Labor: 10.00 Parts: .00 Total: 10.00	10.00
#3 - MR MB2: MOUNT & BALANCE 2 TIRES \$40.00 HAZARD WASTE CHARGE IS TIRE TAX FOR INTERNAL REPAIR ORDERS ALSO USE LOP TT2 FOR TIRE TAX CUSTOMER SUPPLIED TIRES TO REAR OF VEHICLE Corrected by MB2: MOUNT & BALANCE 2 TIRES \$40.00 HAZARD WASTE CHARGE IS TIRE TAX FOR INTERNAL REPAIR ORDERS ALSO USE LOP TT2 FOR TIRE TAX Work performed by Jeff Winn UE01(71) Hazardous Materials Charge Sub Total: Labor: 35.00 Parts: .00 Total: 35.00	35.00 5.00

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I hereby authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."

**DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.

**TERMS: Strictly cash or acceptable credit card.**

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award.

Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	45.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	5.00
SALES TAX OR TAX I.D.	XXXXX0898
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	50.00
A/R2000499	CICERO POLICE DEPT
	50.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**DRIVER'S VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300



Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/10/12	3054516/1
R/O Close Date	Status
7/10/12	Reprint
Mileage In	Mileage Out
119689	119689
Service Advisor / Tag #	
Eric Mabie	
Vehicle Identification Number	
2FAHP71W16X130654	
Delivery Date	In-Service Date
Color	License Number
BLACK	V1

CICERO POLICE  
NON-EMERGENCY PHONE #425-2333  
8236 RT 11  
CICERO, NY 13039

Work Phone  
Home Phone  
315-699-1466

Year	Make	Model	Body	Color	License Number
2006	FORD	CROWN VIC VIP		BLACK	V1

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR Customer Reports: R/F TIRE LOSING AIR. PLEASE CHECK AND ADVISE Caused by VERIFIED CONCERN FOUND R/F VALVE STEM LEAKING Work performed by Jeff Winn UE01(71) REMOVED AND REPLACED R/F VALVE STEM. VERIFIED REPAIR	20.00

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I Hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."

**DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.

**TERMS:** Strictly cash or acceptable credit card.

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall award shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration shall be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	20.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	20.00
A/R2000499 CICERO POLICE DEPT	20.00

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



DRIVERS VILLAGE

Drivers Village, Inc.
DBA Burdick Lincoln
5885 East Circle Drive, Suite 300
Cicero, New York 13039
Telephone # (315) 699-6300

LINCOLN

Facility ID # 7100369

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m.
Monday - Thursday
Friday 7:30 a.m. to 6:00 p.m.
Saturday 8:00 a.m. to 4:00 p.m.

Table with columns: R/O Open Date, R/O Number, R/O Close Date, Status, Mileage In, Mileage Out, Service Advisor / Tag #, Vehicle Identification Number, Delivery Date, In-Service Date, Color, License Number.

Table with columns: Year, Make, Model, Body. Row: 2011, FORD, CROWN VICTORI, D1.

Table with columns: DESCRIPTION OF SERVICE AND PARTS, AMOUNT. Includes items #1 and #2 with descriptions of inspections and tire work.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent.

Summary table with columns: LABOR, PARTS, DEDUCTIBLE, SUBLET, SHOP SUPPLIES, HAZARDOUS MATERIALS, SALES TAX OR TAX I.D., SPECIAL ORDER DEPOSIT, DISCOUNTS, TOTAL DUE, A/R2000499 CICERO POLICE DEPT.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.



DRIVER'S VILLAGE

Drivers Village, Inc.
DBA Burdick Lincoln
5885 East Circle Drive, Suite 300
Cicero, New York 13039
Telephone # (315) 699-6300 Facility ID # 7100369

LINCOLN

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m.
Monday - Thursday
Friday 7:30 a.m. to 6:00 p.m.
Saturday 8:00 a.m. to 4:00 p.m.

Table with columns: R/O Open Date, R/O Number, R/O Close Date, Status, Mileage In, Mileage Out, Service Advisor / Tag #, Vehicle Identification Number, Delivery Date, In-Service Date, Color, License Number.

Table with columns: Year, Make, Model, Body. Row: 2011, FORD, CROWN VIC A1, A1.

Main service description table with columns: DESCRIPTION OF SERVICE AND PARTS, AMOUNT. Includes items #1, #2, and #4 with labor and parts costs.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent.

Summary table with columns: LABOR, PARTS, DEDUCTIBLE, SUBLET, SHOP SUPPLIES, HAZARDOUS MATERIALS, SALES TAX OR TAX I.D., SPECIAL ORDER DEPOSIT, DISCOUNTS, TOTAL DUE, A/R2000499 CICERO POLICE DEPT.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.



**DRIVERS VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300

**LINCOLN**

Facility ID # 7100369

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/24/12	3054817/1
R/O Close Date	Status
7/31/12	Reprint
Mileage In	Mileage Out
120272	120274
Service Advisor / Tag #	
Eric Mabie/817	
Vehicle Identification Number	
2FAHP71W16X130654	
Delivery Date	In-Service Date
Color	License Number
BLACK	V1

CICERO POLICE		
NON-EMERGENCY PHONE #425-2333		
8236 RT 11		
CICERO, NY 13039		
Year	Make	Model
2006	FORD	CROWN VIC VIP

Work Phone	
Home Phone	315-699-1466
Body	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR MIE: NEW YORK STATE SAFETY & EMISSIONS INSPECTION \$21 ID# 7100369 Corrected by P: (05454279) PASSED NEW YORK STATE INSPECTION Work performed by Jeff Winn UE01(71) Sub Total: Labor: 21.00 Parts: .00 Total: 21.00	21.00
#3 * MR Customer Reports: RIGHT FRONT COIL SPRING IS CRACKED Work performed by Jeff Winn UE01(71) Installed BW7Z 18124 A :SHOCK ABSORBER ASY 1@161.75 Installed 3W7Z 5310 AA :SPRING - FRONT 1@126.15 REPLACED RIGHT FRONT COIL SPRING AND STRUT DUE TO BAD LOWER BUSHING, POST ROAD TEST TO VERIFY REPAIRS	103.50 161.75 126.15

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I Herby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."  
**DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.  
**TERMS: Strictly cash or acceptable credit card.**

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall avoid shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	124.50
PARTS	287.90
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	412.40
A/R2000499 CICERO POLICE DEPT	412.40

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**DRIVER'S VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
5885 East Circle Drive, Suite 300  
Cicero, New York 13039  
Telephone # (315) 699-6300

**LINCOLN**

**SERVICE DEPARTMENT HOURS**  
7:30 a.m. to 7:00 p.m.  
Monday - Thursday  
Friday 7:30 a.m. to 6:00 p.m.  
Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/24/12	3054827/1
R/O Close Date	Status
7/25/12	Reprint
Mileage In	Mileage Out
32182	32182
Service Advisor / Tag #	
Randy Kuryla	

CICERO POLICE			
NON-EMERGENCY PHONE #425-2333			
8236 RT 11			
CICERO, NY 13039			
Year	Make	Model	Body
2011	FORD	CROWN VICTORI	D1

Work Phone	Vehicle Identification Number
	2FABP7BV4BX157322
Home Phone	Delivery Date
315-699-1466	
	In-Service Date
	Color
	License Number
	D1

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: PERFORM MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR LOF: LUBE/OIL/FILTER -INSTALL NEW STICKER RESET OIL REMINDER SYSTEM (IF EQUIPPED) Corrected by LOF1: PERFORMED LUBE OIL AND FILTER CHANGE TOPPED OFF ALL FLUIDS, CHECKED AND SET TIRE PRESSURES, RESET SERVICE REMINDER SERVICE COMPLETED Work performed by Jeff Winn UE01(71) 4.00 Installed BE8Z 6731 AB :FILTER ASY - OIL 1@5.25 5.25 Installed ENGINEOIL :ENGINE OIL 5@2.54 12.70 Sub Total: Labor: 4.00 Parts: 17.95 Total: 21.95	
#3 - MR MB2: MOUNT & BALANCE 2 TIRES \$40.00 HAZARD WASTE CHARGE IS TIRE TAX FOR INTERNAL REPAIR ORDERS ALSO USE LOP TT2 FOR TIRE TAX Corrected by MB2: MOUNT & BALANCE 2 TIRES \$40.00 HAZARD WASTE CHARGE IS TIRE TAX FOR INTERNAL REPAIR ORDERS ALSO USE LOP TT2 FOR TIRE TAX Work performed by Jeff Winn UE01(71) 30.00 Sub Total: Labor: 30.00 Parts: .00 Total: 30.00 CUSTOMER SUPPLIED TIRES	
#4 - MR Customer Reports: REPLACE FUEL FILTER Work performed by Jeff Winn UE01(71) 42.00 Installed 2M5Z 9155 CA :FILTER ASY - FUEL 1@19.67 19.67 REPLACED FUEL FILTER	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to." **DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period. TERMS: Strictly cash or acceptable credit card.

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted by the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	76.00
PARTS	37.62
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	113.62
A/R2000499	CICERO POLICE DEPT 113.62

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X



**DRIVER'S VILLAGE**

**Drivers Village, Inc.**  
**DBA Burdick Lincoln**  
 5885 East Circle Drive, Suite 300  
 Cicero, New York 13039  
 Telephone # (315) 699-6300

**LINCOLN**

**SERVICE DEPARTMENT HOURS**  
 7:30 a.m. to 7:00 p.m.  
 Monday - Thursday  
 Friday 7:30 a.m. to 6:00 p.m.  
 Saturday 8:00 a.m. to 4:00 p.m.

Facility ID # 7100369

R/O Open Date	R/O Number
7/24/12	3054836/1
R/O Close Date	Status
7/31/12	Reprint
Mileage In	Mileage Out
45304	45304
Service Advisor / Tag #	
Eric Mabie	
Vehicle Identification Number	
1FAHP53U76A211988	
Delivery Date	In-Service Date
Color	License Number
	DNB5936

CICERO POLICE		
NON-EMERGENCY PHONE #425-2333		
8236 RT 11		
CICERO, NY 13039		
Year	Make	Model
2006	FORD	TAURUS I1

Work Phone	Home Phone
	315-699-1466
Body	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: <del>PERFORM MULTI POINT INSPECTION</del> Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR LOF: LUBE/OIL/FILTER -INSTALL NEW STICKER RESET OIL REMINDER SYSTEM (IF EQUIPPED) Corrected by LOF1: PERFORMED LUBE OIL AND FILTER CHANGE TOPPED OFF ALL FLUIDS, CHECKED AND SET TIRE PRESSURES, RESET SERVICE REMINDER SERVICE COMPLETED Work performed by Jeff Winn UE01(71) 4.00 Installed E4FZ 6731 AB :FILTER ASY - OIL 1@5.25 5.25 Installed ENGINEOIL :ENGINE OIL 5@2.54 12.70 Sub Total: Labor: 4.00 Parts: 17.95 Total: 21.95	
#3 * MR Customer Reports: REPLACE WASHER HOSE ASSEMBLY Caused by FOUND WASHER HOSE CRACKED Work performed by Jeff Winn UE01(71) 21.00 Installed 3F1Z 17A605 AA :HOSE - WINDSHIELD WASHER 1@16.00 16.00 REPLACED WASHER HOSE ASSEMBLY	

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE.** "I hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to."  
**DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.  
**TERMS: Strictly cash or acceptable credit card.**  
 Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgement on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorneys' fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. Both the parties and the arbitrator shall award shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award.  
 Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	25.00
PARTS	33.95
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	XXXXX0898 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	58.95
A/R2000499	CICERO POLICE DEPT 58.95

**NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.**

X

**SYRACUSE SIGNAL SYSTEMS, INC**  
 410 MARCELLUS STREET  
 SYRACUSE, NY 13204  
 315-428-8712 - Off #  
 315-428-1071 - Fax #

Quote For: **TOWN OF CICERO**  
 8236 S. Main Street  
 P.O. Box 1517  
 Cicero, NY 13039

Contact: Mr. Jim Corl Jr.  
 Phone: 315-428-4385  
 Fax: 315-699-0039

Date: 8/14/2012  
 Job: PROPOSALS FOR 4 SCHOOL FLASHING BEACONS, 2 ON SOUTH BAY AT  
 GILLETTE, 2 ON RT 11 IN BREWERTON.

**PROPOSAL #1 -- UPGRADE 4 BEACONS AS INDICATED TO PROPER WORKING ORDER**

**BEACON #1 -- SOUTH BAY RD SOUTHBOUND AT GILLETTE SCHOOL**

**SCOPE OF WORK**

1. Retain existing pole and foundation
2. Install all new electrical service, control box with electronics, signals, signs, brackets, LED's

ITEM NO.	DESCRIPTION	UNIT	Total Quant	Item Unit Price	Total Item price
680.71000105	Modify Traffic Signal Installation	EA	1	\$500.00	\$500.00
680.79000105	Remove Traffic Signal Installation	EA	1	\$185.00	\$185.00
680.810103	Traffic Signal Module - 300MM (12"), Yel Ball, LED	EA	2	\$165.14	\$330.28
680.8220	Flashing Beacon Sign Assembly	EA	1	\$1,852.57	\$1,852.57
680.9092 01	Electric Meter Socket, 100 Amps, SNG Phase, 120V	EA	1	\$279.31	\$279.31
680.9401 03	Watertight Disconnect Box - NEMA 4X	EA	1	\$1,840.74	\$1,840.74
680.95010815 M	Service Cable, 1 Conductor, 6 AWG	M	28	\$5.52	\$154.56
680.9511 09	Traffic Signal Power Feed System	EA	1	\$1,000.00	\$1,000.00
699.040001	Mobilization	LS	1	4.00%	\$229.70

**TOTAL \$6,872.18**

- NOTES:**
1. Item 680.77000105 is for repairing grounds to old pole, plus refurbishing and mactining old pole as necessary to accept new equipment.
  2. Item 680.77000105 is for removing old signals and enclosures and terminating power to system until repairs are complete.

**BEACON #2 -- SOUTH BAY RD NORTHBOUND AT GILLETTE SCHOOL**

**SCOPE OF WORK**

1. Make repairs to existing broken or corroded fittings and enclosures

ITEM NO.	DESCRIPTION	UNIT	Total Quant	Item Unit Price	Total Item price
680.71000105	Modify Traffic Signal Installation	EA	1	\$1,250.00	\$1,250.00

**TOTAL \$1,250.00**

- NOTE:** 1. Item 680.77000105 is for removing existing control box, repairing, and restoring to pole.

**BEACON #3 -- RT 11 SOUTHBOUND AT BREWERTON ELEMENTARY**

**SCOPE OF WORK**

1. All new installation including new pole, foundation and all components.

ITEM NO.	DESCRIPTION	UNIT	Total Quant	Item Unit Price	Total Item price
680.5001	Pole Excavation & Concrete Foundation	CM	0.83	\$1,528.52	\$1,267.09
680.6860	Traf Sig Pole Bracket Mount 6.0 M Mnt Ht	EA	1	\$769.51	\$769.51
680.700603	Riser Assembly 1 NPS Diameter	EA	1	\$690.41	\$690.41
680.79000705	Remove Traffic Signal Installation	EA	1	\$840.00	\$840.00
680.810103	Traffic Signal Module - 300MM (12"), Yel Ball, LED	EA	2	\$165.14	\$330.28
680.8220	Flashing Beacon Sign Assembly	EA	1	\$1,652.57	\$1,652.57
680.82201908	Breakaway Transformer Base (Traffic)	EA	1	\$674.58	\$674.58
680.9092 01	Electric Meter Socket, 100 Amps, SNG Phase, 120V	EA	1	\$131.69	\$131.69
680.9401 03	Wateright Disconnect Box - NEMA 4X	EA	1	\$1,640.74	\$1,640.74
680.95010615 M	Service Cable, 1 Conductor, 8 AWG	M	28	\$5.52	\$154.56
680.9511 09	Traffic Signal Power Feed System	EA	1	\$1,000.00	\$1,000.00
689.040001	Mobilization	LS	1	4.00%	\$388.08
<b>TOTAL</b>					<b>\$9,517.49</b>

**BEACON #3 -- RT 11 NORTHBOUND AT BREWERTON ELEMENTARY**

1. Retain existing pole and foundation  
 2. Install all new electrical service, control box with electronics, signals, signs, brackets, LED's

ITEM NO.	DESCRIPTION	UNIT	Total Quant	Item Unit Price	Total Item price
680.71000105	Modify Traffic Signal Installation	EA	1	\$900.00	\$900.00
680.79000105	Remove Traffic Signal Installation	EA	1	\$185.00	\$185.00
680.810103	Traffic Signal Module - 300MM (12"), Yel Ball, LED	EA	2	\$165.14	\$330.28
680.8220	Flashing Beacon Sign Assembly	EA	1	\$1,652.57	\$1,652.57
680.9092 01	Electric Meter Socket, 100 Amps, SNG Phase, 120V	EA	1	\$279.31	\$279.31
680.9401 03	Wateright Disconnect Box - NEMA 4X	EA	1	\$1,640.74	\$1,640.74
680.95010615 M	Service Cable, 1 Conductor, 8 AWG	M	28	\$5.52	\$154.56
680.9511 09	Traffic Signal Power Feed System	EA	1	\$1,000.00	\$1,000.00
689.040001	Mobilization	LS	1	4.00%	\$229.70
<b>TOTAL</b>					<b>\$5,872.16</b>

**NOTES:** 1. Item 680.77000105 is for repairing grounds to old pole, plus refurbishing and machining old pole as necessary to accept new equipment.

2. Item 680.77000105 is for removing old signals and enclosures and terminating power to system until repairs are complete.

**TOTAL PROPSAL #1 (UPGRADE ALL 4 BEACONS) \$22,711.81**

**PROPOSAL #2 -- COMPLETELY REMOVE ALL 4 BEACONS ASSEMBLIES AND SCHEDULE NATIONAL GRID TO UNHOOK.**

**TOTAL PROPSAL #2 (LUMP SUM) \$6,872.00**

**AGENDA August 22, 2012**

TO: Town Board  
FROM: Jody L. Rogers, Director  
DATE: August 17, 2012  
RE: YBPR Purchase Approvals

ITEM: Tree removal or trimming

1. Riverside Cemetery trim black walnut tree that has "widow makers" from storm damage that my staff can not access safely and removal of a pine tree and stump ground - \$1100
2. Removal of a tree and stump at Skyway Park field #4 - \$800

VENDOR: Lumberjack Tree Service

AMOUNT: \$1900 (contract pricing)

BUDGET CODE: A8810.4 \$1100

A7110.45 \$800



## Website maintenance agreement

Ciceronewyork.net

The undersigned, herein referred to as "the client," agrees to retain Code Monkeys for website support and maintenance for a period of one year, commencing Sept. 1, 2012.

The client agrees to pay \$850, for which Code Monkeys will complete all necessary maintenance, tweaks and additions to the client's online property, to the best of Code Monkeys' abilities. This agreement cannot be used to cover a full site redesign or substantial design or code changes. Client is responsible for all written content, photography, logos and other artwork, unless otherwise agreed upon. All material text, photography, graphics and logos provided by the client are assumed the property of the client, and remain the property of the client at the time of completion. Code Monkeys retains any and all intellectual property rights to material text, photography, logos and graphics created by Code Monkeys.

Services will include: WordPress plugin, feature and theme support, emergency maintenance services, WordPress and plugin maintenance and support, necessary updates, research and guidance and other duties as requested.

Due upon receipt:

\$850

Website maintenance

Total

Project

Town of Cicero

8236 Brewerton Road, Cicero, New York

Company

Address

699-1414

jcorl@ciceronewyork.net

Phone Number

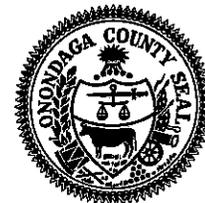
Contact E-Mail Address

August 14, 2012

Date

Checks are to be made payable to Code Monkeys, 37 Union St., Auburn NY.  
Billing questions? Contact Daniel Lovell at (315) 246-2240 or dan@codemunkeys.com.

# NEWS RELEASE



JOANNE M. MAHONEY  
COUNTY EXECUTIVE  
[www.ongov.net](http://www.ongov.net)

## COUNTY OF ONONDAGA

**DEPARTMENT:** Health Department

**DATE:** August 8, 2012

**For Further Information Please Call:**

Cynthia B. Morrow, MD, MPH  
Commissioner of Health  
(315) 435-3155

## First Known Human Case of West Nile Virus in Onondaga County

Onondaga County Health Commissioner, Dr. Cynthia B. Morrow was notified late yesterday by the New York State Health Department laboratory of the first known human case of West Nile virus this year in Onondaga County. Morrow reports that the adult was briefly hospitalized and is doing well and expects to have a full recovery. Morrow reinforced, "This first known human case of West Nile virus underscores that West Nile virus is widespread and residents are urged to consistently take measures to avoid being bitten by mosquitoes".

Furthermore, the New York State Health Department also reported finding evidence of West Nile virus in two locations in Onondaga County. These findings were in mosquito pools collected in the town of Lysander on East Mud Lake Road on July 31 and also in the city of Syracuse on Midler Avenue on August 1, 2012.

Mosquitoes are most active between dusk and dawn. Personal protection is advised during outdoor activities. Personal protection measures include wearing shoes and socks, long pants, and a long-sleeved shirt when outside for a long period of time.

Applying a mosquito repellent containing DEET, Picaridin, Oil of Lemon Eucalyptus, or IR3535 is also recommended to prevent mosquito bites. Do not put the repellent directly onto children. Put it on your hands and apply it to your child. Do not put insect repellent on your face. Wash skin and clothing after returning indoors. Follow the manufacturer's

recommendations for application.

The following are ways of helping to reduce mosquito breeding grounds:

- Put away outdoor containers, ceramic pots or other containers that hold water
- Remove all tires from your property
- Drill holes in the bottoms of recycling containers that are kept outdoors
- Clean clogged rain gutters and make sure they continue to work properly
- Turn over wheelbarrows and wading pools when not in use
- Change water in bird baths at least every four days
- Clear vegetation and debris from the edges of ponds
- Clean chlorinated swimming pools, outdoor saunas and hot tubs
- Drain water from pool covers
- Use landscaping to eliminate low spots where standing water accumulates

For more information about personal protection measures contact the Onondaga County Health Department, Division of Environmental Health at 435-1649. For more information about mosquito- borne disease visit [www.ongov.net/health](http://www.ongov.net/health); this website is updated weekly.