Memo

To: Mark Vanesky

From: Jonathan Karp

cc: JoLee Olszewski

Date: January 20, 2016

Re: Changes to Chapter 105 of the Town Code

Move the adoption of a resolution calling a Public Hearing on February 10th, 2016 commencing at 6:30 pm local time to consider proposed amendments and additional language to Chapter 105 (Firearms and Other Weapons) of the Cicero Town Code by Local Law adoption procedure. The purpose of the proposed amendments and additions is to more clearly define terms, rules and exceptions regarding the possession of weapons within public buildings and spaces within the Town of Cicero. A draft of the proposed changes will be posted on the Town website prior to the Public Hearing.

Chapter 105 of the Town Code is hereby amended:

By striking "Carry" and its definition in §105-4.

By striking "Person" and its definition in §105-4.

By striking the definition of "Weapon" in §105-4 and replacing it with the following text:

> A deadly weapon or dangerous instrument, as such terms are defined in subdivisions twelve and thirteen, respectively, of section 10.00 of the New York Penal Law.

By striking the definition of the term "Public Building" in §105-4 and replacing it with the following text:

> Any structure located on public grounds.

By adding a definition for a new term, "Public Grounds," to §105-4 with the following text:

> Any real property owned, occupied, or operated by the Town of Cicero, but not including the interior of a privately owned vehicle temporarily and lawfully located in a roadway or parking area of such real property owned, occupied, or operated by the Town of Cicero.

By striking the text of §105-5 and replacing it with the following:

> It shall be unlawful to possess a weapon in a public building or upon public grounds.

By striking the text of §105-6 and replacing it with the following:

> A person who possesses a weapon in a public building or upon public grounds shall surrender the same upon the request of any police officer or peace officer, as such terms are defined in the New York Criminal Procedure Law, or any other individual authorized by the Town of Cicero to make such request. Surrendered weapons shall be returned to the individual who surrendered them upon their departure from the public building or public grounds provided that they may be lawfully possessed by such individual.

By adding a new section, §105-20, entitled "Exemptions" with the following text:

> The provisions of this Chapter shall not apply to:
>
> 1. Persons in the military service of the State of New York when duly authorized by regulations issued by the adjutant general;
> 2. Police officers as defined in subdivision thirty-four of section 1.20 of the New York Criminal Procedure Law;
> 3. Peace officers as defined by section 2.10 of the New York Criminal Procedure Law;
> 4. Persons in the military or other service of the United States, in pursuit of official duty or when duly authorized by federal law, regulation, or order;
> 5. Individuals authorized by the Chief of Police, Supervisor, or a Justice of the Town of Cicero.

HF&C
HAYLOR, FREYER & COON
Insuring All You Value

Town of Cicero

Proposal for Safety Management Consulting

Proposal No. 2016-01-13
January 13, 2016

Prepared for:
Town of Cicero
8236 Brewerton Road
Cicero, New York 13039

Prepared by:
Haylor, Freyer & Coon, Inc.
231 Salina Meadows Parkway
Syracuse, New York 13212

HF&C
HAYLOR, FREYER & COON
Insuring All You Value

Introduction

Haylor, Freyer & Coon, Inc. (HF&C) is pleased to provide the Town of Cicero (Town) with this proposal to conduct risk management and safety related consulting services for the Town's operations. It is our understanding that the Town would like to develop and implement a comprehensive safety management system in order to reduce the potential of injury to Town employees. HF&C has prepared this proposal based on our recent planning discussions and our experience with providing safety management support to industry, construction, and municipal clients.

Scope of Work

HF&C will provide the resources necessary to conduct specific tasks, assignments, and activities that will allow the Town to manage safety functions within all Town departments (i.e.: Highway, Parks/Recreation, Fire, Administration, and Police), assist the Town in complying with OSHA and PESH/DOL regulatory requirements, and implement internal policies and procedures. The tasks associated with this assignment will be identified and directed by the Town's leadership team including the Town Supervisor, Town Council members, safety committee members, as well as other employees designated by the leadership team.

Based on our knowledge of Town operations and recent planning discussions, HF&C will conduct the following tasks, assignments, and activities:

- Periodically meet with Town leadership and Department Supervisors to establish a strategy for ensuring regulatory compliance and reducing the potential for injuries and illnesses.
- Coordinate and facilitate the existing Town safety committee.
- Conduct new employee orientation.
- Inspect Town facilities and operations to identify hazardous and potentially hazardous conditions, determine corrective actions, and assist with implementing corrective actions.
- Assist the Town with maintaining safety related documentation required by PESH/DOL.
- Develop an incident reporting and investigation process and create a comprehensive form.
- Conduct and participate in incident (i.e.: injuries and near misses) investigations.
- Conduct a monthly review of accidents and incidents and identify strategies for improvement.
- Prepare one page safety talks and conduct and coordinate program specific training.
- Review and update procedures and policies as necessary to align with operating conditions.
- Provide technical support associated with employee concerns and regulatory compliance requirements (i.e.: PESH).
- Coordinate a defensive driver training program.
- Prepare documents to ensure program sustainability including a safety compliance calendar.

HF&C
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Insuring All You Value

Project Team

HF&C proposes to utilize Patrick Salvador, P.E. for this assignment. Pat will function as the Town's "safety coordinator", provide technical assistance, and participate on the safety committee.

Patrick D. Salvador, P.E.

Pat is a registered professional engineer and six-sigma greenbelt trained professional, with over 28 years of experience developing and implementing environment, health and safety (EHS) programs. Pat has a Bachelor's Degree in Civil Engineering from Union College in Schenectady and a Master's Degree in Engineering Management from Syracuse University in Syracuse. Pat's technical expertise includes EHS regulatory compliance and auditing, development and implementation of EHS management systems, environmental due diligence, strategic planning, and EHS risk management. Pat has direct "hands-on" experience working as an EHS Manager and Risk Manager in a wide variety of industries, including hydroelectric power plants, ethanol production facilities, and manufacturing.

Project Schedule

HF&C will assign Mr. Salvador to this project beginning in January 2016. The Town of Cicero and HF&C will work jointly to determine the specific tasks and activities assigned to Pat.

Cost Estimate

HF&C will perform the work described above on a Time and Materials basis. In the spirit of continuing to establish a strong partnership with the Town, HF&C will offer the services of Pat Salvador at a discounted rate. The billing rate for Mr. Salvador will be **$125.00 per hour**. The total estimated budgetary cost estimate to conduct anticipated tasks, assignments, and activities for a 6-month period is **$24,000.00**, which will include approximately 192 hours of Pat's time (i.e.: 6 months at 32 hours/month or 1 day/week). The work will be conducted in accordance with the Terms and Conditions of a purchase order issued by the Town of Cicero. Payment for services rendered will be invoiced on a monthly basis. Payment is due within 30 days following receipt of the invoice.

If this proposal is acceptable, please authorize HF&C to proceed with the work by signing and returning the proposal authorization page provided at the end of this proposal to Pat Salvador.

Sincerely,

Patrick Salvador

Patrick D. Salvador, P.E.
Safety Management Consultant
psalvador@haylor.com

HF&C
HAYLOR, FREYER & COON
Insuring All You Value

PROPOSAL AUTHORIZATON PAGE

Safety Management Consulting
Proposal Number 2016-01-13

Town of Cicero

The scope of work and cost estimate is acceptable and our signature below is authorization to proceed.

Town of Cicero

_____ _____

Printed Name **Date**

_____

Signature

Memorandum

TO: Cicero Town Board Members

FROM: Justice Court

DATE: January 21, 2016

RE: Hiring of Court Attendant

The Justice Court would move the adoption of a resolution to approve the re-hiring of Hank Schrenko as a part time court attendant not to exceed 800 hours at a rate $13.00 per hour.

Thank you for your assistance.

Hon. Douglas M. DeMarche, Jr.
Hon. David C. Bruffett, Jr.

GERALD K. GEIST
EXECUTIVE DIRECTOR

WWW.NYTOWNS.ORG

LORI MITHEN DEMASI
COUNSEL

December 2015

Dear Town Clerk:

PLEASE READ AT FIRST 2016 TOWN BOARD MEETING
Contains Dated Material to be Returned

The 2016 Training School and Annual Meeting of this Association will be held at the **Marriott Marquis, New York City, February 14-17, 2016.**

This is a training session for town officials. The following is a brief outline of events:

INFORMATIONAL HEARING from 3:00-5:00 p.m., Sunday Afternoon, February 14 – Julliard Complex, 5th Floor.

GENERAL OPENING SESSION 8:45 a.m., Monday Morning, February 15 – Broadway Ballroom, 6th Floor.

GROUP SESSIONS for various categories of town officers and special programs follow the Opening Session as will be set forth in the printed program:

Town Board Members
Building Officials
Planning & Zoning Officials
Town Justices Generally
Town Justices (Advanced, Accredited)*
Tax Collecting Officers
Fiscal Officers
Public Works & Highway
Town Clerks
Town Court Clerks
Town Attorneys

BREAKFAST WITH THE ASSOCIATION 7:30 a.m., Tuesday Morning, February 16 – Broadway Ballroom, 6th Floor.

ANNUAL BUSINESS SESSION (Official Delegates) 8:00 a.m., Wednesday Morning, February 17 – Astor Ballroom, 7th Floor.

The Constitution of the Association provides:

> ***"On all questions arising at meetings of the Association, each member town in good standing shall be entitled to one vote. Such vote shall be cast by a person designated by the town board of such member town, registered and present at the meeting at which the vote is offered. The town board may designate an alternate to cast the vote of such town in the absence of the person so designated. No person shall be designated as a representative of a town or alternate unless he shall be an elector of the town so designated."***

Any town that has paid its dues for the year 2016 BEFORE the Annual Meeting is a member in good standing. A CERTIFICATE OF DESIGNATION OF THE VOTING DELEGATE for your Town is enclosed. THE CERTIFICATE MUST BE EXECUTED AND RETURNED TO THE ASSOCIATION, 150 State Street, Albany, NY 12207, NO LATER THAN FEBRUARY 5, 2016, for the Credentials Committee to review and establish eligibility.

A copy of the preliminary 2016 Legislative Program developed at a joint meeting of the Executive Committee and the Resolutions Committee is attached. The Resolutions Committee will present the Legislative Program to the Delegates at the 2016 Business Session. RESOLUTIONS SUBMITTED AT LEAST 15 DAYS PRIOR TO THE 2016 ANNUAL MEETING will also be received and considered for recommendation at the Business Session.

> **So that delegates will have an understanding of the proposed resolutions prior to the Business Session on Wednesday, an Informational Hearing on the resolutions will be held by the Executive and Resolutions Committees, Sunday Afternoon, February 14, in the Julliard Complex from 3:00-5:00 p.m.**

The registration fee includes "Breakfast with the Association" on Tuesday Morning. This fee together with other actual and necessary expenses of town officers and employees authorized by the town boards to attend, are a legal town charge under 77-b of the General Municipal Law.

Registration receipts will be issued. They should be retained by each town officer or employee attending and should be attached to claim vouchers presented to town boards for reimbursement of attendance expenses. The Official Annual Meeting Badge must be displayed for admission to all sessions and the Exhibit Area.

Check our website for further details on events and sessions at the Annual Meeting:

www.nytowns.org

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Check our website for further details on events and sessions at the Annual Meeting:

www.nytowns.org

To: All Employees

From: Mark Venesky 1-22-16

Date: January 21, 2016

Subj: Employee Handbook Changes

The Board has recently approved changes to some policies in the Employee Handbook. These changes will be effective January 24, 2016. The changes are summarized below. Later in this document, you will find the new policies in their entirety.

At the end of this policy is a statement that must be signed by all employees. This is to protect you and the Town so we can both verify that you have received a copy of the changes. Failure to sign the acknowledgement does not negate the fact that the policies are in effect and apply to you. Legally we can still enforce them. Your cooperation in signing and returning this document to Shirlie Stuart by January 29, 2016 will be appreciated. It is your responsibility to save a copy of this document and put it in your Employee Handbook so you have access to the most recent information.

Thank you.

Changes are:

1. Attendance - Absence, and Call In Procedures – The second paragraph was changed to help clarify for employees what is expected with regard to being late or absent from work.

2. Overtime – The way overtime pay eligibility was calculated has changed. In the past, we allowed overtime for hours worked over 8 in a day. The new policy clarifies that we will comply wholly with federal and state wage and hour regulations which require employers to pay overtime for all hours worked over 40 in a work week. All provisions in your applicable union agreement still apply.

3. Compensatory Time – The way comp time is calculated was changed to coincide with our new Overtime policy.

4. Time Reporting – Timesheets and Time Clocks – The entire policy was rewritten to clarify the time reporting process. Federal and state laws require specific management of time records so as to ensure employees are paid properly. We have had issues in the past with employees not signing off on time sheets and/or changes to their timesheets. Going forward, all employees must sign their final timesheets as per the new policy.

5. Wages – the Wages policy was eliminated. Going forward, employees who are part of a bargaining unit will have their wages administered as per their respective Agreements.

The updated policies are:

Attendance – Absence and Call-in Procedures

The Town expects regular attendance and punctuality from all employees. Taking unscheduled days off can negatively affect the standard of service to the community and other employees.

Occasions may arise when an employee is late or absent because of unexpected emergency events. In instances when employees cannot avoid being late to work or are unable to work as scheduled, the employee is required to phone, or text, his/her supervisor/department head, or in their absence phone the Town Supervisor's office. This phone call, or text message, must be made/sent no later than 60 minutes prior to the employee's scheduled start time, unless physically unable to do so, or unless an emergency occurs on the way to work. Employees must make the contact themselves, unless severe illness or injury prevents them from doing so. The reason for the lateness or absence, including the duration if known, must be provided.

Unless instructed otherwise by his or her supervisor or other management, employees who are absent for more than one day, but not on an approved leave of absence (i.e. medical), are required to call in each day of their absence to speak to his/her supervisor with regard to their absence status and to discuss any unfinished work projects.

In the event an employee is absent for two days or more without prior notice or approval from their management, such absence is viewed as job abandonment. The employee will be separated from employment as a voluntary quit.

Overtime

As required by wage and hour laws, non-exempt/hourly employees will be paid a rate of time and one-half their regular hourly rate for all hours worked over 40 in a work week.

Paid holiday time and paid sick time count as hours worked towards the calculation of overtime pay. Any other paid time, other than hours actually worked, does not count as time worked for the purpose of computing overtime pay.

Employees covered by a labor agreement will be paid for overtime according to their specific agreement.

The Town allows compensatory time in certain circumstances; please reference the Comp Time policy for additional information.

Non-exempt employees are not permitted to work overtime without the advance approval of the employee's supervisor/department head. Employees will be provided with advance notice of the need to work overtime whenever possible; however, employees need to be flexible in accepting overtime to best serve the community.

Reference also the applicable labor agreement with regard to additional overtime provisions.

Compensatory Time

Because the Town is a public employer, Department of Labor Regulations allow us to offer compensatory time to hourly (non-exempt) employees in lieu of paying overtime as long as the employee agrees to it.

If an hourly employee works over 40 hours in a work week, he or she may elect to save that time as comp time or be paid an overtime rate (reference Pay policy/Overtime). Comp time will be banked/saved at 1.5 times the number of hours worked over 40 in a work week.

Only actual time worked counts towards time for the purpose of calculating comp time. Any paid time off during a particular work week (such as holiday, sick, etc.) does not count as time worked for the purpose of calculating any comp time an employee is eligible for.

Hourly employees will be allowed to accumulate/save up to 8 hours of comp time. The employee must use those 8 hours within 30 days of the last "deposit". Any time not used will be forfeited. Keep in mind that since comp time is banked at 1.5 times your hours worked, it will then be paid out at your regular rate (not overtime rate).

Requests of when to use comp time will be given every consideration and allowed according to departmental operational needs. Employee requests to use comp time shall not be unreasonably denied.

Time Reporting – Timesheets and Time clocks

By law, the Town of Cicero is required to keep accurate records of all hours worked by hourly (non-exempt) employees. Some departments have time sheets, and others may use time clocks to capture the time worked for employees. To enable us to comply with the law, all hourly (non-exempt) employees are required to accurately record their hours worked on the system their department uses.

Our work week is Sunday through Saturday. The Town pays its employees on a bi-weekly schedule on Thursdays. Each paycheck contains pay for two work-weeks. Timesheets for time worked during a 7-day work week ending Saturday are processed the following Monday.

For a variety of reasons, supervisors may need to make adjustments to hours worked on a time sheet. Because it is illegal to tamper with timesheets, if supervisors make any adjustments to hours worked, those adjustments must be approved by the employee. The way we will get approval from the employee is if there are any adjustments to hours worked, a copy of the adjusted timesheet will be attached to the next paycheck the employee receives. The employee must initial the timesheet indicating their approval and return the timesheet to their supervisor by the close of the next business day. If the employee believes an error was made with the adjustment, it is their responsibility to discuss it with their supervisor or payroll no later than the end of the next business day.

Certain exempt employees are also required to record hours worked for the purpose of tracking days missed and paid time off.

Employees are prohibited from signing, punching in or out for another employee, or using a fraudulent name when initiating or signing their time records or approving any changes. Altering time records, recording time for another employee, using a fraudulent name, or altering another employee's time record is strictly prohibited. Employees violating this will be subject to strict disciplinary action up to and including termination of employment.

Statement of acknowledgement

I have read and understand the contents of this document.

_____

Signed Employee/Date Signed

_____

Print Employee Name

AMENDED
INTERMUNICIPAL AGREEMENT FOR DOG CONTROL SERVICES

THIS AGREEMENT IS MADE and entered as of the _____ day of January, 2016, by and between the **TOWN OF CLAY** (hereinafter "CLAY"), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 4401 State Route 31, Clay, New York 13041 and the **TOWN OF CICERO** (hereinafter "Cicero"), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 8236 Brewerton Road, Cicero, New York 13039.

WITNESSETH

WHEREAS, Clay operates and administers a program of dog control for the benefit of its own residents with an animal shelter known as Central New York Veterinary Services on Route 31 (a copy of the agreement between Clay and the Central New York Veterinary Services, PLLC is attached hereto and labeled "Exhibit A") in said Town, equipment and municipal dog control officers; and

WHEREAS, Clay and Cicero have discussed an opportunity to work together in developing a contractual relationship for service delivery for their mutual best interest; and

WHEREAS, Clay has agreed to provide Dog Control Services (as defined below) pursuant to this Agreement to the citizens and residents of Cicero,

NOW, THEREFORE, in consideration of the foregoing and of the agreement hereinafter set forth, the parties hereby agree to as follows:

ARTICLE 1. DOG CONTROL SERVICES

Section 1.1. Description of Services: Cicero shall engage Clay to provide the services of the Cicero Dog Control Officer. Clay shall enforce the dog control laws and regulations of Cicero per the attached procedure/duties (see Exhibit "B") and perform the duties of a municipal dog control officer in accordance with New York State law and regulation ("Dog Control Services"). Dog Control Services shall be made available regular business hours Monday through Friday and as needed for emergencies.

Section 1.2. Term: Clay shall provide such Dog Control Services to Cicero from the effective date of the agreement until cancelled by either party for any reason pursuant to the procedures in Article 3 herein.

Section 1.3. Dog Control Officer: Clay shall employ an officer or officers who shall perform the duties of the Cicero Dog Control Officer (the "Dog Control Officer"), upon terms and conditions of employment prescribed by Clay.

The individual(s) employed by Clay to perform the services contemplated herein shall not be employees of Cicero. All expenses relating to the employment of the Dog Control Officer, including salaries, fringe benefits and administrative support, shall be paid by Clay. Clay shall be responsible for the actions of the Dog Control Officer while performing services within Cicero pursuant to this Agreement.

Section 1.4. Dog Control Laws: The Dog Control Officer shall uniformly enforce all applicable Cicero and Onondaga County, New York State and/or federal dog control laws and regulations within the borders of Cicero.

Section 1.5. Jurisdiction and Control: The Dog Control Officer shall have jurisdiction to perform Dog Control Services within the territorial limits of Cicero. The Dog Control Officer will be made available to testify regarding enforcement actions in Cicero as required.

Section 1.6. Facilities and Equipment: Clay shall maintain the equipment and physical facilities necessary for the performance of Dog Control Services (the "Facilities and Equipment"), in accordance with applicable laws, rules and regulations; and shall be responsible for repairing, replacing and supplementing the Facilities and Equipment to the extent and in the manner necessary for the provision of the Dog Control Services.

Section 1.7. Insurance: Clay and Cicero agree to maintain adequate insurance coverage for Dog Control Services and each party shall list the other as an additional insured on its policy. The appropriate Certificate of insurances shall be provided annually to each Supervisor.

Section 1.8. Coordination and Reports: The Dog Control Officer shall receive all calls regarding Dog Control Services pursuant to this Agreement (see Attachment "A").

Clay shall submit a comprehensive annual report of all Dog Control Services provided to Cicero within thirty (30) days of the close of each fiscal year. Clay shall provide to Cicero, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its Dog Control Services. Clay shall also render to Cicero at reasonable intervals, such reports and accounting as Cicero from time to time may require; provided however, if such request becomes burdensome, Clay may invoice for the cost of preparation of such reports.

Section 1.9. Approval of Material or Substantial Modifications: Clay shall not institute modifications to the program of Dog Control Services, which, in the reasonable opinion of Clay, will materially or substantially have a negative effect upon the performance of the Dog Control Services hereunder, without prior approval of Cicero. Clay shall notify Cicero thirty (30) days prior to instituting any such modification, and shall explain the manner in which the performance of Dog Control Services will be affected. Within fifteen (15) days after receipt of said notice, Cicero shall be entitled to a meeting with officials of Clay to discuss the proposed modification. Should Cicero find the change unacceptable both parties shall enter into negotiations to reach a mutually satisfactory resolution or utilize the termination provisions contained herein. Failure by Cicero to contact Clay within fifteen (15) days after receipt of said notice shall be deemed to be an approval of the proposed modification by Cicero.

Section 1.10. Indemnification: Each party shall indemnify, hold harmless and defend the other from and against any and all cost, expenses (including reasonable attorneys tees), liabilities, contingent or actual, losses, damages, suits, actions, fines, penalties, claims or demands of any kind asserted by or on behalf of any person or governmental agency or authority arising out of either the other party's negligence connected with the Dog Control Services, or a failure to perform the responsibilities described herein or actions required by State statute or local law.

ARTICLE 2. COMPENSATION

Section 2.1. Fee for Service: As consideration for Dog Control Services provided by Clay, Cicero agrees to pay Clay a lump sum annual service fee of $5,000; $75.00 per dog pick up; and $50.00 for each call answered by the Dog Control Officer not resulting in a dog pick-up in quarterly installments, payable by the 15th day of the month immediately following the close of a quarter.

Clay shall provide an invoice for each quarterly payment. A late fee of 1.5% percent shall be levied for payments delinquent by sixty (60) days. The annual service fee will be divided into equal quarterly payments and payable in March, June, September and December.

ARTICLE 3. TERMINATION

Section 3.1. Notice of Termination: This Agreement may be terminated by a vote of either the Cicero Town Board or the Clay Town Board. Such vote shall not become effective until ninety (90) days after such action is taken. Written notice to the other party in accordance with Section 4.1 hereof shall be provided in advance of action by its town board.

ARTICLE 4. GENERAL

Section 4.1. Notice: All notices required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given at the time of mailing if sent by registered or certified mail to the other party at the address stated below or at such other address as that party shall specifically designate by written notice as provided in this paragraph:

Town of Clay:	Supervisor Town of Clay 4401 State Route 31 Clay, New York 13041
Town of Cicero:	Supervisor 8236 Brewerton Road Cicero, New York 13039

Section 4.2. Assignment: No party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

Section 4.3. Waiver: No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No party shall be deemed to have waived any right power or privilege under this Agreement or any other provision thereof unless such waiver shall have been duly executed in writing and acknowledged by the other party.

Section 4.4. Conflict Waiver: The law firm of Germain & Germain has represented and continues to serve as counsel for the Towns of Clay and Cicero. Simultaneous representation of parties with adverse the interests by attorneys in the same law firm involves a departure from professional norm, and should not be undertaken by any such party without consideration and express approval. Execution of this document evidences a waiver of potential conflict in the drafting and preparation of the Agreement. The following statements are required disclosure: Under applicable rules of professional conduct, a law firm owes each of its clients a duty of loyalty, which would normally preclude any attorney within the firm from undertaking a representation adverse

to any client of the firm without the affected client's informed consent. Other rules generally prohibit a firm from undertaking and representation involving an actual or potential conflict of interest without the informed consent of all affected parties. Such a situation exists whenever a firm represents two clients simultaneously in a situation in which their interests are actually or potentially adverse. The conflict of interest and the need for informed consent exist no matter how cordial the business relationship between the two parties currently is, or is anticipated to be, and no matter how non-controversial the Transaction is anticipated to be. The conflict of interest, and the need for informed consent, exists even where different "client teams" within the firm act on behalf of each client and an "ethical screen" is erected between the client teams that prohibits the sharing of either client's confidences with the members of the other client's team. By giving the consent requested in this letter, you are, in effect, waving that kind of zealous representation of your individual and conflicting interests with respect to the Agreement. It is possible that each, or both of you, might be advised by independent counsel to demand or offer different or more favorable terms and conditions with respect to the contract that we can or will demand or offer. If a dispute should arise in the future between the two of you concerning the Transaction, or any other aspect of your dealings with each other, we believe we would have to withdraw, or would be disqualified, from representing either of you with regard to that dispute or any other relationship you might then have with each other. You would then each have to retain separate counsel, resulting in additional expense and inconvenience, that you might not have incurred had you been separately represented from the outset.

Section 4.5. Severability: In the event that any provision of this Agreement shall be judged invalid, such determination shall apply only to the section, subsection, paragraph, sentence, clause or provision, and the remainder of this Agreement shall he deemed to be valid and effective.

Section 4.6. Headings: The Article and Section headings used in this Agreement are for reference purposes only and are not intended to limit or otherwise affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Town of Clay	Town of Cicero
By: Supervisor	By: Supervisor

EXHBIT A

CNY Veterinary Services (FKA) Animal Kingdom Contract with Town of Clay

EXHIBIT B

DUTIES AND RESPONSIBILITIES FOR MUNICIPAL DOG CONTROL

To activate the services of Clay Dog Control the following protocol will be followed:

1. The Clay Dog Control Officer will provide dog control services as regulated by Article 7 of the N.Y. Agriculture and Markets Law, enforcing both State and Local Dog Laws and Ordinances; picking up lost and stray dogs and providing municipal shelter services for them, humanely caring for them until they can be reunited with their owners, adopted to a new home or if they are not claimed by their owner.

2. When requested by the Cicero Town Clerk, the Clay Dog Control Officer will assist, in a timely manner, with delinquent dog licenses in determining whether the dog in question is still harbored in the Town of Cicero. When necessary, issuing appearance tickets for non-compliance related to licensing and any other violation of State, Town or Village dog related ordinances.

3. All complaints or requests for service within the Town of Cicero will be directed to the Clay Dog Control Officer.

4. Upon receipt of the complaint, a Town of Clay Dog Control Officer or, if unavailable, an Officer from Town of Cicero or County Sheriff shall facilitate contact with a Clay Dog Control Officer.

5. When the Town's Office is closed, Dog Control calls will be forwarded to a Clay Dog Control Officer or to an Officer of the Town of Cicero or County Sheriff's office.

6. A Clay Dog Control Officer will be expected to respond to the following sample list of animal emergencies in Cicero:

   a. Stray, unrestrained, homeless, abandoned, unwanted or roaming dogs.

   b. Barking or nuisance dogs.

   c. If requested, will assist the New York State Police or Onondaga County Sheriff's Office with any complaint involving a dog bite to a human.

   d. Any complaint of a possible rabid dog.

   e. Any complaint of an injured dog that requires Immediate medical attention

HANCOCK
ESTABROOK, LLP
COUNSELORS AT LAW

LINDSEY H. HAZELTON
lhazelton@hancocklaw.com

January 13, 2016

ENGAGEMENT LETTER
PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Mark Venesky, Town Supervisor
Town of Cicero
8236 Brewerton Road
Cicero, New York 13039

Re: Engagement Letter

Dear Mark:

Please let this letter confirm that Hancock Estabrook, LLP would be pleased to provide general labor and employment counsel to the Town of Cicero for 2016.

I will be primarily responsible for the Town's matters at a discounted hourly rate of $225. We use a team approach at this Firm, and as a result, we may be assisted by other attorneys and paralegals as necessary. We will bill partners at $225 per hour, associates at $185 per hour and paralegals at $110. We will endeavor to utilize the assistance of those billing at lesser hourly rates whenever possible. Rates are reviewed each January and may be adjusted at that time.

Legal time is billed in one-quarter (.25) of an hour increments, portal to portal. Expenses we incur in connection with these matters will be itemized. Vehicle mileage expenses, where applicable, will be billed at current Internal Revenue Service rates.

We will issue bills each month for the prior month's time. All balances billed are due within 30 days of the date of the billing statement. In the event a bill remains unpaid beyond 30 days, you agree that we may, in our sole discretion, suspend or cease any work or services with respect to your matter until the balance is brought current.

Please note you are free to pay by cash, check, wire transfer or Visa/Mastercard. If paying an invoice by wire transfer or Visa/Mastercard, please contact our accounting department at (315) 565-4750.

1500 AXA Tower I, 100 Madison St., Syracuse, NY 13202 · www.hancocklaw.com · T: (315) 565 4500 · F: (315) 565 4600

It is agreed and understood that this office utilizes e-mail, cellular phones and pagers, and other forms of electronic communication which may be subject to interception. By executing this engagement letter, you are allowing Hancock Estabrook, LLP to communicate with you using these forms of communication.

You may discharge us at any time by written notice effective when we receive it. Unless specifically agreed otherwise, we will provide no further services and advance no further costs on your behalf after receiving the notice, unless required to do so ethically or to protect your interests. If we are your attorneys of record in any proceeding, we will send you a substitution of attorneys form which you agree to execute and return immediately. You will remain obligated to pay us at the agreed rates for all services provided up to the date of discharge, and to reimburse us for all costs advanced up to the date of discharge.

If we decide there has been an irreparable breakdown in the attorney/client relationship or a material breach of this agreement or if a bill remains unpaid beyond 30 days, we may, if no lawsuit has yet been commenced on your behalf, withdraw from representation. If a lawsuit is pending, we may apply to the court to withdraw as your attorneys. If that happens, you will be provided with notice as well as an opportunity to be heard in court. If you owe any fees or expenses at the time of our withdrawal, we may, in addition to any other remedy, seek a lien on any money or property that is awarded to you in the action brought on your behalf.

In the event of a dispute involving a fee, you may have the right to elect to resolve that dispute by arbitration in Onondaga County under Part 137 of the Rules of the Chief Administrator of the Courts and the arbitration rules promulgated by the Onondaga County Bar Association.

If the above represents your understanding of our agreement for legal services, please return one copy of this letter agreement to me immediately after you have signed same.

If you have any questions, please feel free to call. Thank you for retaining Hancock Estabrook, LLP to represent you. We look forward to working with you.

Very truly yours,

HANCOCK ESTABROOK, LLP

Lindsey H. Hazelton

LHH/kls
Enclosures

cc: Robert Germain, Esq.

{H2719668.1}

I HAVE READ AND UNDERSTAND THE WITHIN ENGAGEMENT LETTER AND AGREEMENT, HAVE RECEIVED A COPY, AND ACCEPT ITS TERMS.

DATED: January ___, 2016

By:_____
Mark Venesky, Town Supervisor
Town of Cicero

January 19, 2016

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

RE: Highway Engineering Services
FILE: 101/60245

Dear **Board Members,**

We are pleased to submit this proposal to provide highway engineering services to assist and advise the Town Board and the Town Highway Department. The specific scope, which will be provided through December 2016, is set forth in the attached Exhibit A.

The services will be provided on an hourly basis in accordance with our Master Professional Services Agreement between the Town of Cicero and O'Brien & Gere. The estimated fee for the services is approximately $10,000.

If you wish to proceed with the services herein, please sign and return a copy of this agreement to the undersigned at your convenience. We appreciate the opportunity to provide the requested services for this project and look forward to working with you.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.

Mark C. Parrish, PE
Managing Engineer

Accepted by:

TOWN OF CICERO

Mark Venesky, Supervisor

Date: _____

cc: Stephen R. Snell, PE, CPESC – O'Brien & Gere

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333 West Washington Street, PO Box 4873
Syracuse, NY 13221-4873

p 315-956-6100
f 315-463-7554

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EXHIBIT A

SCOPE OF SERVICES

HIGHWAY ENGINEERING SERVICES

OWNER: Town of Cicero Town Board

ENGINEER: O'Brien & Gere Engineers, Inc.

ENGINEER shall perform the following services after acceptance of this proposal by OWNER:

1. Assist with planning of highway maintenance, repair, and reconstruction efforts reasonably consistent with the Cornell Local Roads Program. This is assumed to consist of one review of the Program prior to the start of the construction season and one review to consider changes based upon on conditions observed during the construction season and potential impact on the Program schedule.
2. Provide assistance with the following as may be requested by the Highway Department:
    a. Layouts for various highway related maintenance and improvement projects.
    b. Implementation of authorized repair and reconstruction efforts.
    c. Highway drainage projects including layout and materials selections, implementation, and progress reports.
    d. Communication and coordination with adjacent property owners.

It is assumed that up to 15 requests for assistance will be given during the contract period. The assistance for these tasks includes provision of field support and engineering advice using available information. If provision of design calculations, surveys, design drawings or similar products are required a project specific proposal will be provided for authorization.

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January 22, 2016

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

RE: Oxbow Road Bank Stabilization – Preliminary Engineering Services
CLIENT/PDS#: 101/39963

Dear **Board Members,**

We are pleased to submit this proposal to the Town of Cicero (Town) to provide engineering services in connection with bank stabilization improvements along Chittenango Creek located on Oxbow Road. The commencement of the project is based upon the Town's receipt of a $75,000 grant received through the New York State Water Quality Improvement Program (WQIP). This proposal includes preliminary design services for the project. A separate proposal will be provided to the Town for final design and construction phase services for the project.

The following is our proposed scope of services:

- Assist the Town with developing and executing a state assistance contract.
- Develop and submit the following information through the NYS Grants Gateway system:
  - Project Work Plan, including coordination with the local NYS DEC office
  - Project Budget
  - Minority/Woman Owned Business Enterprises (M/WBE) Utilization Plan
  - Pollutant Load Reduction Estimate

The services will be provided on an hourly basis in accordance with our Master Professional Services Agreement between the Town of Cicero and O'Brien & Gere. The total fee for this phase is estimated to be $2,500.

If you wish to proceed with the services herein, please sign and return a copy of this agreement to the undersigned at your convenience. We appreciate the opportunity to provide services for this project and look forward to working with you.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.

Stephen R. Snell, PE, CPESC
Project Associate

Accepted by:

TOWN OF CICERO

Mark Venesky, Supervisor

Date: _____

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333 West Washington Street, PO Box 4873
Syracuse, NY 13221-4873

p 315-956-6100
f 315-463-7554

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www.obg.com

Town Council
Vern Conway, Deputy Supervisor
Mike Becallo
Dick Cushman
Jonathan Karp

Supervisor
Mark Venesky
(315) 699-1414

Highway Superintendent
Christopher J. Woznica
(315) 699-2745
Fax (315) 699-2746

Town Clerk
Tracy M. Cosilmon
(315) 699-8109

Receiver of Taxes
Sharon M. Edick
(315) 699-2756
Fax (315) 699-9562

TOWN OF CICERO

COUNTY OF ONONDAGA
8236 Brewerton Road, Cicero, New York 13039 • FAX 315-699-0039 • e-mail: mvenesky@ciceronewyork.net

To: Mark Venesky, Supervisor
Town Board Members

From: Richard Hooper
Director of Code Enforcement

Date: January 13, 2016

Subject: Resolutions – Planning Board Retainer Agreements

Department of Zoning & Planning

Move the adoption of a resolution to approve the Planning Board Retainer Agreement with Germain and Germain for the period January 1, 2016 through December 31, 2016, at an annual rate of $6,500.00 per annum, to be paid in a monthly installment of $541.66 and to authorize the Supervisor to sign the agreement.

Move the adoption of a resolution to approve the Planning Board Retainer Agreement with O'Brien and Gere for the period of January 1, 2016 through December 31, 2016, at an annual rate of $3,500.00, to be paid in monthly installments of $291.67 in accordance with the Professional Master Services Agreement between the Town of Cicero and O'Brien & Gere and to authorize the Supervisor to sign the agreement.

Youth Bureau
Parks and Recreation
(315) 699-5233

Comptroller
(315) 699-2759

Assessor
(315) 699-1410
Fax (315) 699-2758

Zoning and Planning
(315) 699-2201
Fax (315) 699-2265

GERMAIN & GERMAIN,LLP
COUNSELORS AT LAW 6800 East Genesee Street, Fayetteville, New York 13066 (315) 671-3023

STANLEY R. GERMAIN
ROBERT M. GERMAIN
NEIL G. GERMAIN
JOHN J. MARZOCCHI
GALEN HAAB
JOSEPH E. DeMARI

Fax. No. (315) 478-6544

STANLEY G. GERMAIN
OF COUNSEL

Town of Cicero
8236 Brewerton Road
Cicero, New York 13039

January 12, 2016

Law Firm Letter of Engagement Regarding Planning Board Retainer Agreement

To The Town of Cicero Town and Planning Board:

I am pleased to present this Letter of Engagement confirming our agreement as to the legal fees payable to Germain & Germain, LLP (the "Firm") pursuant to a certain Retainer established by the Town Board for legal services rendered to the Town of Cicero Planning Board (the "Planning Board"). This Letter of Engagement shall govern the period from January 1, 2016, through December 31, 2016.

Performance of Services. Neil Germain, Robert Germain, and John Marzocchi will have primary responsibility for the above referenced work, but other attorneys and non-legal personnel, such as law clerks and paralegals, may work on Planning Board matters from time to time. This will enable the Firm to provide the Planning Board with the best quality legal service. Any work performed by non-legal staff will be performed under the direct supervision of an attorney.

Termination of Engagement. Upon written notice to the Firm, the Town and/or the Planning Board may terminate the Firm's engagement at any time, with or without cause. The Firm will return all Planning Board papers and property immediately upon termination of engagement. The Firm will, however, retain the Firm's own files. The Firm files include, for example: the Firm's administrative records; time and expense reports; personnel and staffing materials; and lawyers' work papers such as drafts, notes, memoranda, research, etc. The Planning Board, or the Planning Board's new attorney, may arrange to make copies of all documents that are necessary to the Town's continued representation. The Firm will ask the Planning Board to pay the cost of copying. Termination of the Firm's services will not affect the Planning Board's responsibility to pay for legal services rendered and all costs incurred up to the date notice of termination is received, as well as for any work required by the Firm to

facilitate an orderly turnover of the matters in process at the time of termination.

The Firm may terminate this engagement for any of the reasons permitted under the New York Code of Professional Responsibility, including: the Planning Board's failure to promptly pay the Firm's bills; misrepresentations of (or failure to disclose) any material facts; action taken contrary to the Firm's advice; or any other conduct or situation that, in the Firm's judgment, impairs an effective attorney-client relationship between the Firm and the Planning Board or presents conflicts with our professional responsibilities. If required, our Firm will request a Stipulation executed by the Planning Board allowing the Firm to withdraw as attorney of record in any judicial, administrative, arbitration, mediation or similar proceedings. If necessary, the Firm may apply for a Court Order approving the withdrawal of appearance on the Planning Board's behalf.

Retention of Files. Because of the expense associated with storage, the Firm reserves the right, without further notice, to destroy all file documents seven (7) years after termination or completion of a matter.

Charges for Services. The Town of Cicero hereby agrees to pay the Firm a twelve (12) month retainer fee of Six Thousand Five Hundred Dollars ($6,500.00), to be paid in monthly installments of Five Hundred Forty One and 66/100 Dollars ($541.66), which shall assure the Firm's availability. The retainer shall apply to and include the following: attendance at Planning Board Meetings and other meetings as reasonable requested; consultation with Planning Board Members. The retainer does not cover legal fees in regard to individual applications to the Planning Board. These fees shall be paid by each individual applicant in accordance with the fee schedule established by the Town for each individual application.

Fee Dispute. In the event of a fee dispute, the Town may have the right to resolve the dispute via arbitration, as provided for by the New York State Fee Dispute Resolution Program, 22 NYCRR Part 137. If that occasion should arise, and the Town is eligible to request that the dispute be resolved via arbitration, the Firm will, as required by law, provide the Town with the Standard Instructions to Clients for the Resolution of Fee Disputes Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. If that circumstance exists, the Firm may not commence an action in court to collect any disputed fees until such notice has been provided.

Again, if the Town has any questions or desires any clarification concerning any of the matters discussed in this letter agreement, please do not hesitate to telephone me directly.

After reviewing this letter, please execute one (1) copy where indicated below and return it to me for the Firm's files and retain one (1) copy for the Town's files.

We appreciate The Town's confidence in our firm and the opportunity to represent the Planning Board in these matters. I look forward to working with you.

Sincerely,

Neil Germain

Germain & Germain, LLP
Neil G. Germain

APPROVED AND AGREED: TOWN OF CICERO

By: _____
Mark Venesky, Supervisor
Town of Cicero

Dated: January ___, 2016

O'BRIEN & GERE

January 12, 2016

Mark Venesky, Supervisor
Town of Cicero
8236 South Main Street
Cicero, New York 13039

RE: Planning Board Engineering Retainer Agreement

Dear Supervisor Venesky:

O'Brien & Gere is pleased to have been appointed to represent the Town of Cicero Planning Board for 2016. As part of the services to the Planning Board our office provides miscellaneous advice and consultation and attends meetings at the request of the Planning Board Chairman, Planning Board Members and Codes Enforcement Office. These services will be provided for the period from January 1, 2016 through December 31, 2016 at an annual rate of $3,500.00 to be paid in monthly installments of $291.67 in accordance with the Professional Master Services Agreement between the Town of Cicero and O'Brien & Gere.

If agreeable, please sign and return a copy of this agreement to the undersigned at your convenience.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.

Mark C. Parrish, P.E.

Managing Engineer

Accepted by:

TOWN OF CICERO

Mark Venesky, Supervisor

Date:_____

cc: Robert Smith, Chairman – Town of Cicero Planning Board
Heidi Lalone – Code Enforcement Office - Town of Cicero
Stephen Snell, P.E. – O'Brien & Gere

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CICERO TOWN CLERK'S OFFICE

Memo

TO: Town Board
Shirlie Stuart, Comptroller

FROM: Tracy

DATE: January 19, 2016

TBM: January 27, 2016

RE: Town's Website Maintenance Agreement

I am requesting approval for the Town's Website Maintenance Agreement and for the Supervisor to execute the agreement. Please find attached the Town's Website Maintenance Agreement with Dan Lovell, Code Munkeys that I received today for your review and approval.

The maintenance agreement amount has remained the same for the amount of $850.00 for one year commencing on April 15, 2016 (last year's agreement ends April 15, 2016).

If you have any questions, or concerns, please contact me before the Town Board Meeting on January 27, 2016.

Thank you

Tracy

Resolution: Move the adoption of a resolution approving the Website Maintenance Agreement between the Town of Cicero and Code Munkeys in the amount of $850.00 per year, and authorizing the Supervisor to execute said agreement. Motion was seconded by Councilor _____.

Ayes - ___ and Noes - ___.

Website maintenance agreement

Ciceronewyork.net

The undersigned, herein referred to as "the client," agrees to retain Code Munkeys for website support and maintenance for a period of one year, commencing April 15, 2016.

The client agrees to pay $850, for which Code Munkeys willl complete all necessary maintenance, tweaks and additions to the client's online property, to the best of Code Munkeys' 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 Munkeys retains any and all intellectual property rights to material text, photography, logos and graphics created by Code Munkeys.

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	tcosilmon@ciceronewyork.net
Phone Number	Contact E-Mail Address
April 15, 2016	
Date	

Town Supervisor

Digitally signed by Daniel Lovell
DN: cn=Daniel Lovell, o=Code Munkeys, ou, email=dan@codemunkeys.com, c=US
Date: 2016.01.11 15:41:13 -05'00'

Daniel Lovell, <code_munkeys>

Checks are to be made payable to Code Munkeys, 37 Union St., Auburn NY 13021.
Billing questions? Contact Daniel Lovell at (315) 246-2240 or dan@codemunkeys.com.

Assessor's Office

Memo

To: Town Board

From: Karen Tavernese

cc: JoLee Olszewski

Date: January 20, 2016

Re: Xerox Copier Lease

Assessor's Office:

Move the adoption of a resolution to approve the 2016 lease payments of $198.09 per month to Com Doc for the copy machine in the Assessor's Office.

Assessor's Office

Memo

To: Town Board

From: Karen Tavernese

cc: JoLee Olszewski

Date: January 21, 2016

Re: 2016 RPS Annual Licensing Fee

Assessor's Office:

The Assessor's Office would like to move the adoption of a resolution to approve the payment for 2016 RPS Annual licensing fee of $1,950.00.

Onondaga County
Finance Department

421 Montgomery Street, 15th Fl
Phone 315.435.2426
Fax 315.435.2421

INVOICE

TO:
KAREN TAVERNESE
TOWN OF CICERO
8236 MAIN ST
CICERO, NY 13039
315.652.3800

COMMENTS OR SPECIAL INSTRUCTIONS:
ANNUAL NYS RPS FEE CHARGEBACK

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	RPS SOFTWARE LICENSE FEE – NEW YORK STATE	1	1950
		SUBTOTAL	1950
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	$1,950

Make all checks payable to CHIEF FISCAL OFFICER.
If you have any questions concerning this invoice, contact: Administrator at 315.435.2426 or DONALDWEBER@ONGOV.NET.

THANK YOU FOR YOUR BUSINESS!

Date January 27th, 2016

Highway Department Agenda Items

Move the adoption of a resolution to approve the following:

(A) PURCHASE: carbide blades, sander chain #43
VENDOR: Steel Sales Inc.
AMOUNT: $ 5,490.00
ACCOUNT CODE: DB513055

(B) PURCHASE: Fisher Plow pump
VENDOR: STS Transportation
AMOUNT: $ 1,650.00
ACCOUNT CODE: DB513055

(C) PURCHASE: 4300 tons Salt
VENDOR: American Rock Salt
AMOUNT: $ 200,000.00
ACCOUNT CODE: DB514241

(D) PURCHASE: A/C COMPRESSOR TRK#9
VENDOR: BEAM MACK
AMOUNT: $ 2000.00
ACCOUNT CODE: DB513046

(E) PURCHASE : 50-10' unistruts w/bottoms
VENDOR: Eberl Iron Works
AMOUNT: $ 2,393.50
ACCOUNT CODE: A33104

(F) PURCHASE : Oil Pan Trk# 10
VENDOR: Sno Depot
AMOUNT: $ 1650.00
ACCOUNT: DB513046

TO: Town Board

FROM: Jody L. Rogers, Director

DATE: January 13, 2016

RE: AGENDA ITEMS

Expense approval for Bennett St. Improvement Project – LWRP III

The Bennett St. Project was approved by the Town Board for a maximum of $173,000 out of a possible $254,550 LWRP III (Local Waterfront Revitalization Program) grant. The project has been completed and there is an overage of $1,729.48 due to some unforeseen obstacles during the construction. With this approval the project will be complete.

1. I am asking for approval for the additional amount $1,729.48 and an increase of the overall project to $174,729.48.

2. The Town's share of the overage is 50% or $864.74 which will be taken from unexpended funds from the Parks 2015 budget.

Purchase Approvals

We are pleased to submit this proposal to provide engineering services in connection with site improvements related to the seawall at William Park located on Lakeshore Road. Improvements generally include replacement of the existing asphalt walkway with a concrete sidewalk, re-tacking of the existing metal cap and restoration.

The following is our proposed scope of services:

- Develop an improvement detail identifying proposed improvements.
- Coordinate with the Town to obtain up to 3 cost proposals from Contractors to complete site improvements along the existing seawall.
- Attend a pre-construction meeting with the Contractor and the Parks Department to review the proposed work.
- Perform part time observation of the work being performed and assist with changed or unforeseen field conditions.

The services will be provided on an hourly basis in accordance with our Professional Master Services Agreement between the Town of Cicero and O'Brien & Gere. The total fee is estimated to be $3,800.

ITEM: Engineering for repairs to seawall at William Park (budgeted item).
VENDOR: O'Brien and Gere – Steve Snell
AMOUNT: $3,800
Budget Code: A7150.42

ITEM: Automated External Defibrillator - AED ($939.90), Infant/Pediatric Pads ($70.20), Wall hanging Unit ($63.70) for William Park and Beach operations.
VENDOR: CF Medical Inc.
AMOUNT: $1,003.60
Budget Code: A7150.40

ITEM: Truck Replacement – Ford F350 4WD Pick-up with 8' Plow to accept existing sander unit – Incudes trade-in of existing truck and plow. (8-12 week delivery)
VENDOR: Delacy Ford
AMOUNT: $32,651.90 (Truck quote $42,651.90 minus trade-in value $10,000)
Budget Code: A7110.2
Other Quote: National Auto Fleet Group $44,360
Van Bortel Ford – no quote
Burdick Ford – no quote

ITEM: Trailer Replacement – CAM Superline trailer
VENDOR: Gary's Equipment Co., Inc.
AMOUNT: $6,075 (Trailer quote $7,875 minus trade-in $1,800
Budget Code: A7110.2
Other Quotes: Cazenovia Equipment $7865-trade-in $700= $7,165
Tri-tank $7,998 no trade

Municipal Agreement with Salina

Requesting approval of the annual Municipal Agreement between the Town of Salina and Town of Cicero for funding for the CanTeen and to approve the Supervisor to sign the agreement. The Town of Salina has already signed on their behalf.

MUNICIPAL AGREEMENT

THIS AGREEMENT, made and entered into as of the ___ day of January, 2016 between the TOWN OF CICERO ("Cicero") and the TOWN OF SALINA ("Salina") both municipal corporations of the State of New York.

Witnesseth

WHEREAS, Cicero has commenced operation of a youth program within its township known as a "CanTeen" for the purpose of providing teens with various recreational, social and instructional programs at 6046 Rt. 31 location, and

WHEREAS, Cicero has requested Salina to assist with the financial costs of the operation of said CanTeen in that a number of Salina residents utilize the CanTeen in Cicero, and

WHEREAS, Salina desires to make a financial contribution to Cicero's cost of operation of the CanTeen as Cicero permits any resident of Salina, qualifying as to age or other qualifications established by Cicero, to utilize and participate in the facilities and programs provided at the Cicero CanTeen,

NOW THEREFORE, it is agreed as follows:

1. Cicero agrees during the year 2016 to conduct its CanTeen program providing various recreational, social, and instructional programs as it in its discretion shall decide, for teens of various municipalities in the northern suburbs including Salina.

2. Salina agrees to contribute to Cicero the sum of Seven Thousand Six Hundred Dollars ($7,600) to assist in the funding of the operation of such CanTeen. However, Salina does not assume any obligation for the payment of any specific costs incurred by Cicero in operation of the teen program and is not liable to Cicero for any losses sustained by Cicero in relation thereto.

3. Cicero agrees to provide all of the funds, staff, facilities, equipment, location and any other items as may be necessary to carry on the program at said CanTeen, at Cicero's sole cost and expense except as such contribution shall be made herein by Salina and any other townships making similar contributions.

4. No child/teen from Salina shall be refused admittance to the CanTeen nor shall participation any said child/teen be denied in its programs unless said child/teen shall violate any rules and regulations established therefore by Cicero, or such child's conduct shall not meet the standards for conduct as established by Cicero.

5. It is agreed that Salina is not in any way a joint provider of the Cicero teen program or of any services or programs provided by Cicero at its Teen program, nor is Salina cooperatively conducting any such CanTeen or its programs with Cicero. Salina's sole obligation as to said CanTeen is to make the contribution of funds as set forth herein. Salina shall have no other obligation is relation to said CanTeen, or its activities, nor any authority, discretion or control of any kind or nature as to the operation of the CanTeen and the conducting of the activities for teens thereat.

6. The term of this agreement is January 1, 2016 through December 31, 2016.

7. The Supervisors of these respective townships have executed this agreement pursuant to Resolutions adopted prior hereto by their respective Town Boards.

IN WITNESS WHEREOF, the Towns of Cicero and Salina have caused these presents to be signed by their respective Supervisors, duly authorized to do so, and to be attested to by the respective Town Clerks.

Dated 1-4-16

TOWN OF SALINA

By:_____
Mark A. Nicotra, Supervisor

Attest:_____
Jeannie Ventre, Town Clerk

Dated_____

TOWN OF CICERO

By:_____
Mark Venesky, Supervisor

Attest:_____
Tracy Cosilmon, Town Clerk

January 19, 2016

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

RE: Site Improvements at William Park – Engineering Services
CLIENT/PDS#: 101/39511

Dear **Board Members,**

We are pleased to submit this proposal to provide engineering services in connection with site improvements related to the seawall at William Park located on Lakeshore Road. Improvements generally include replacement of the existing asphalt walkway with a concrete sidewalk, re-tacking of the existing metal cap and restoration.

The following is our proposed scope of services:

- Develop an improvement detail identifying proposed improvements.
- Coordinate with the Town to obtain cost proposals from up to three Contractors to complete site improvements along the existing seawall.
- Attend a pre-construction meeting with the Contractor and the Parks Department to review the proposed work.
- Perform part time observation of the work being performed and assist with changed or unforeseen field conditions.

The services will be provided on an hourly basis in accordance with our Master Professional Services Agreement between the Town of Cicero and O'Brien & Gere. The total fee is estimated to be $3,800.

If you wish to proceed with the services herein, please sign and return a copy of this agreement to the undersigned at your convenience. We appreciate the opportunity to provide the requested services for this project and look forward to working with you.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.

Stephen R. Snell, PE, CPESC
Project Associate

Accepted by:

TOWN OF CICERO

Mark Venesky, Supervisor

Date: _____

cc: Jody Rogers – Town of Cicero

I:\Cicero-T.101\BD\William Park Seawall\2016 Seawall Eng Serv.docx

333 West Washington Street, PO Box 4873
Syracuse, NY 13221-4873

p 315-956-6100
f 315-463-7554

OBG
www.obg.com

PLANNING AND ZONING- 1-27-2016 AGENDA

ATTACHMENT (BREAKDOWN OF COSTS)

ATTENDEES: RICHARD HOOPER: DIRECTOR OF CODE ENFORCEMENT
ROBERT SMITH: PLANNING BOARD CHAIR

1.	REGISTRATION	$145.00	X 2	=	$290.00
2.	NYS THRUWAY TOLLS		(est.)	=	$15.00
3.	GASOLINE		(est.)	=	$50.00
				Total	$355.00

Save The Date

April 17th – April 19th, 2016

NYPF CONFERENCE REGISTRATION FORM

NOTE: This form is for CONFERENCE REGISTRATION ONLY.
For rooms Register Directly with

The Gideon Putnam

24 Gideon Putnam Rd-Saratoga Springs NY 12866

Reservation Code 9N72FU • (866)746-1077

Full Registration

includes: Sunday Reception, Monday lunch and breaks, Tuesday break

NYPF Members $189.00. Non-Members $229.00

Monday-Only Commuter Registration

includes lunch and breaks

NYPF Members $145.00. Non-Members $185.00

**If attending Awards Luncheon only - Registration is required $40.00*

Tuesday –1/2 day Session Registration

NYPF Members $95.00. Non-Members $125.00

Return completed forms to NYPF, 600 Broadway, Albany, NY 12207
Fax 518 512 5274 – nypf@nypf.org – Phone 518-512-5270
Please use a separate form for each registration.

NAME (FOR BADGE)

TITLE (FOR BADGE)

MUNICIPALITY/ORGANIZATION (FOR BADGE)

EMAIL

ADDRESS DAYTIME PHONE

Enclosed: ☐ *Voucher* ☐ *Invoice*

Check One: ☐ *Full Conference* ☐ *Monday Only* ☐ *Tuesday Only*

☐ *Awards Lunch Only $40.00*

Cancellation Notice:

Notice of cancellation must be received 10 days prior to event, (4/7/16) less a $10.00 processing fee. NO REFUNDS after that deadline.