



April 6, 2015

Cicero Town Board

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

Attention: Jessica Zambrano, Supervisor

Re: NYSDEC SPDES Permit for Stormwater Discharges
from MS4's Engineering Services for 2015
File: 101.Prospective

Dear Board Members:

We are pleased to provide this proposal for engineering services related to the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Storm Water Discharges From Small Municipal Separate Storm Sewer Systems (MS4's) for 2015. The scope is generally organized by the six minimum measures that must be implemented for the Permit.

SCOPE OF SERVICES

Minimum Control Measure 1. Public Education and Outreach

1. The Town is participating in the Central New York Regional Planning and Development Board (CNYRPDB) MS4 Compliance Assistance Program. This program is designed to meet the requirements of MCM No. 1. As such it is anticipated that no engineering assistance is required for this item.

Minimum Control Measure 2. Public Involvement/Participation

1. Assist the Town with preparation and public presentation of the Annual Report.
2. Attend Central New York Stormwater Coalition meetings as may be requested as a representative of the Town of Cicero.

Minimum Control Measure 3. Illicit Discharge Detection and Elimination (IDDE)

1. Assist in source identification and elimination of illicit discharges that are identified on an as requested basis.

Minimum Control Measure 4. Construction Site Stormwater Runoff Control

1. Provide assistance with site inspections, enforcement of control measures and sanctions on an as requested basis.

Minimum Control Measure 5. Post-Construction Stormwater Management

1. Provide assistance with inspection and maintenance of post-construction management practices on an as requested basis.

Minimum Control Measure 6. Pollution Prevention/Good Housekeeping for Municipal Operations

1. No services related to this minimum measure are anticipated for 2015.

COST ESTIMATE

It is proposed to provide the services noted herein on an hourly cost basis in accordance with the Professional Master Services Agreement between the Town and O'Brien & Gere. The estimated cost for the tasks noted herein is provided below. There are some tasks where the effort to complete the task cannot be determined at this time. When the specific assistance required is determined an estimated cost will be provided for authorization prior to proceeding with the work.

Minimum Control Measure No. 1 - NA

Minimum Control Measure No. 2

1. Prepare, present and submit Annual Report - \$2,000
2. Attend CNY Stormwater Coalition Meetings – As requested.

Minimum Control Measure No. 3

1. Assistance with IDDE source detection and elimination – Provide cost estimate upon identification of specific project.

Minimum Control Measure No. 4

1. Assistance with site inspections, enforcement of control measures and sanctions – Provide cost estimate upon identification of specific project.

Minimum Control Measure No. 5

1. Assistance with for inspection and maintenance of post-construction management practices – Provide cost estimate upon identification of specific project.

Minimum Control Measure No. 6 - NA

If you wish to proceed with the services listed herein, please sign and return a copy of this proposal to the undersigned at your convenience.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.

TOWN OF CICERO



Mark C. Parrish, P.E.
Managing Engineer

_____/_____/_____
Jessica Zambrano, Supervisor (Date)

cc: Stephen Snell, P.E., CPESC – O'Brien & Gere

Professional Services Agreement

This agreement, made this _____ day of _____, 2015, between:

Armory Associates, LLC, a New York Limited Liability Company with an office located at 120 Walton Street, Suite 601, Syracuse, New York, 13202, hereinafter referred to as "Armory Associates, LLC,"

and

Town of Cicero, with an office and place of business located 8236 S. Main St, Cicero, New York 13039 hereinafter referred to as the "Client."

WITNESSETH:

WHEREAS, Armory Associates, LLC is in the business of providing professional consulting services in accordance with applicable laws and maintains the facilities, experience, and personnel to perform the services as outlined in the "Services Offered" Section, which is hereby, made a part of this Agreement.

WHEREAS, the parties have entered into this Services Agreement for the purpose of Armory Associates, LLC providing technical/professional advice and guidance necessary for the Client to determine its future liabilities associated with post retirement benefits, other than pensions.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein, the parties hereto do agree as follows:

Article I. Services Offered by Armory Associates, LLC

Armory Associates, LLC hereby agrees to perform for the Client certain services in connection with the postretirement health care benefit plans for the purpose of determining its obligation and cost in accordance with the Governmental Accounting Standard No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions. The services to be performed by Armory Associates, LLC with respect to this analysis are those classes of services specifically identified for said analysis as outlined in the "Services Offered" Section, which is hereby, made a part of this agreement. The services as outlined in the "Services Offered" Section will be completed six to nine weeks from the time Armory Associates, LLC receives complete and accurate information/documentation from the Client.

Article II. Duties of the Client

The Client hereby agrees to release all information/documentation necessary for Armory Associates, LLC to properly provide services as outlined in the "Services Offered" Section of this agreement. Said information/documentation will be provided directly by the Client. In those situations where Client does not possess said information/documentation, Client will assist Armory Associates, LLC in the retrieval of said information/documentation from other third party sources, such as insurance companies, administrators, etc.

Article III. Indemnification

Armory Associates, LLC agrees to indemnify and hold Client harmless from and against any and all liabilities, obligations, damages, claims, costs, charges and expenses, including reasonable attorney's fees, which may be incurred by Client by reason of any negligent act or omission by Armory Associates, LLC.

Additionally, Client agrees to indemnify and hold harmless Armory Associates, LLC, its agents and its employees, from any fine or penalty, to the extent permitted by law, and from all claims, suits, losses, obligations, damages, costs, charges, and expenses, including reasonable attorney's fees, resulting from Armory Associates, LLC's proper and diligent performance of its duties, the terms and conditions of which are defined in this agreement.

Article IV. Insurance

Armory Associates, LLC agrees to maintain in full force and effect throughout the terms of this agreement blanket fidelity insurance, errors and omissions insurance and any other insurance necessary and appropriate in order for Armory Associates, LLC to indemnify and hold Client harmless from any and all losses, costs, claims, demands, and damages arising out of or caused by:

- a. negligent or non-negligent action, failure to act or other misconduct by Armory Associates, LLC in the performance of its functions; and,
- b. fraudulent misconduct or embezzlement or any other actual or alleged defalcation by Armory Associates, LLC

The amount of said insurance shall be not less than one million dollars (\$1,000,000). A certificate of insurance will be sent to Client upon the execution of this agreement.

Article V. Access to Books

Client and its duly authorized agents or representatives shall have access to review, during Armory Associates, LLC's regular business hours and upon reasonable notice, those books, records, invoices, and files of Armory Associates, LLC which relate to Client's operation. It is understood that such audits may be made at any time during the term of this agreement and within one (1) year after the date of its termination. Notwithstanding the foregoing, Armory Associates, LLC shall maintain its records relating to the Client for a period of six (6) years from the inception of the records.

Article VI. Relationship Between Parties

Armory Associates, LLC shall exercise its sole discretion concerning all questions of professional practice arising in connection with its performance under this Agreement. It is understood and agreed by the parties that the services contemplated by this Agreement constitute the provision of service of Armory Associates, LLC, which shall at all times act only as an independent contractor to Client. Neither party hereto shall be deemed, expressly or by implication, to be the agent or employee of the other party for any purpose whatsoever, and neither party hereto shall have the right to represent the other party in any manner whatsoever, nor to bind the other party to any obligation, contract, document, performance or course of dealing.

Article VII. Fee for Services Performed by Armory Associates, LLC

The Client will pay Armory Associates, LLC for the services described herein a professional fee as follows:

Service	Fiscal Year Ending	Rate
Full Actuarial Valuation, Report and Disclosures	2015	\$5,000

Article VIII. Term of the Agreement

This Agreement shall be effective upon the signing of the Agreement by both parties. This Agreement shall continue until the completion of the actuarial valuation.

Article IX. Termination

This Agreement may be terminated:

- A. Upon thirty (30) days' prior written notice upon the occurrence of any event of default or failure to perform a material obligation under this Agreement, including, but not limited to, the payment of any money due hereunder; and,
- B. Upon the filing of a voluntary petition in bankruptcy, or a petition for reorganization under any bankruptcy law by either party hereto; the consent to any involuntary petition in bankruptcy by either party hereto; or the entering of any judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either party hereto as bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets.

Article X. Confidentiality of Information

Armory Associates, LLC and Client each agree to take all actions reasonably necessary to ensure that all confidential or proprietary information relating to the business of the parties which may be acquired by the parties by virtue of this Agreement, not be disclosed to any person or entity, or used for any purpose other than as provided in this Agreement without the prior written consent of the other party of this Agreement. The foregoing, however, shall not apply to:

- A. Information which such party can show was lawfully obtained prior to the disclosure by the other party,
- B. Information which is or becomes public knowledge through no fault of such party; or,
- C. Information, which is lawfully disclosed to such party by a third party.

Article XI. Notices

All notices which may be required pursuant to this Agreement shall be in writing addressed as set forth at the end of this Agreement, or to such other address as either party may so designate in writing from time to time, and shall be mailed by first class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery, telecopy or telegram.

Article XII. Inability to Perform

Except as to Client's obligation to pay Armory Associates, LLC, the obligations of either party to perform under this Agreement shall be excused during any period of delay of performance of such obligation caused by matters such as strikes, acts of God, shortages of raw materials or power, government action or compliance with government requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the party to control.

Article XIII. Waiver

Neither the waiver by either party hereto of any breach of or default under any of the provisions of this Agreement, nor the failure of any of the parties to enforce any of the provisions of this Agreement or to exercise any right hereunder shall hereafter be construed as a waiver of any subsequent breach or default, or as a waiver of any such rights or privileges hereunder.

Article XIV. Severability

If any provision of this Agreement shall be found invalid by a court of competent jurisdiction, such findings shall not affect the validity of the other provisions of this Agreement and the invalid provisions shall be deemed to have been severed here from.

Article XV. Engaging in Other Services

During the term of this Agreement, Armory Associates, LLC may operate as a consultant/advisor and provide services for other persons, trusts, associations, insurance companies, health plans or organizations and may engage in any other business or professional activity. If Armory Associates, LLC endeavors to provide services to another trust, association, or similar group whose members are likely members of the Client's employee benefits plan, Armory Associates, LLC agrees to give notice in advance to the Client. In furtherance, Armory Associates, LLC agrees not to act as an agent, broker, or administrator related to any activities associated with the Client. Armory Associates, LLC will act solely as an independent entity.

Article XVI. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of laws principles. No provision of this Agreement shall be applied or construed in any manner inconsistent with applicable federal or state laws and regulations. Notwithstanding the provisions of this section, the parties hereby agree that all standards with respect to the licensee and conduct of Armory Associates, LLC will be strictly governed by the laws of the State of New York.

Article XVII. Entire Agreement

This Agreement including the services offered and the attached rider set forth all promises, covenants, Agreements, conditions and understandings between the parties hereto supersedes all prior to contemporaneous Agreements, oral or written, except as herein contained. This Agreement may not be modified other than by an Agreement in writing signed by each of the parties hereto.

Article XVIII. Titles Not to Affect Interpretation

Titles of paragraphs contained in this Agreement are inserted for the convenience of reference only. They neither form a part of this Agreement, nor are they used in construction or interpretation thereof.

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

Dated: The _____ day of _____ 2015

By:.....

**Damon R. Hacker, ASA, MAAA
Executive Vice President
Armory Associates, LLC
120 Walton Street, Suite 601
Syracuse, NY 13202-1138**

Accepted: Town of Cicero

By:.....

Title:.....

Dated.....2015

SERVICES OFFERED

The services to be provided as part of this agreement include a complete OPEB Liability Study compliant with Statement No. 45 of the Governmental Accounting Standards Board (GASB) for Town of Cicero, hereinafter referred to as the “Client”.

The services include:

1. A complete demographic analysis of the Client’s current covered employees, retirees, and their dependents.
2. The calculation of the Actuarial Accrued Liability, separately identifying the amounts for Actives and Retirees.
3. GASB Statement No. 45 accounting information separated by the Client’s recognized bargaining units and the Client’s unrepresented employees (as needed), which includes the following:
 - a. The Annual Required Contribution (ARC), identifying:
 - i. The Normal Cost; and
 - ii. The outstanding balance and amortization of the Unfunded Actuarial Accrued Liability (UAAL).
 - b. The annual OPEB cost.
 - c. The UAAL as a dollar amount and a percentage of covered payroll.
 - d. The reconciliation of the Net OPEB Obligation (NOO) during the current year, and projected NOO at end of year.
4. Information to assist the Client in future budgeting, including:
 - a. The ten-year “pay-as-you-go” cost projections.
 - b. Annual Required Contribution (ARC) to fund retiree benefits over the working lifetime of eligible employees.
 - c. Recommendations on managing the liability.

5. A compilation of a comprehensive report including the following:
 - a. Results of the Actuarial Study.
 - b. A description of the plan provisions, including groups covered and benefits valued.
 - c. A description of the Actuarial methods, including the actuarial funding method.
 - d. A description of the Actuarial Assumptions.
 - e. A description of the data used in the valuation, including age/service distribution table(s).
6. Actuarial Certification, including indication of membership to the Society of Actuaries, and meeting the American Academy of Actuaries “General Qualification Standard for Prescribed Statements of Actuarial Opinion” relating to postretirement health care plans.

The services to be provided include the development of statistical models necessary for the calculation of the estimated liability, including related assumptions. In addition, a professional summary report will be delivered to the Client upon the completion of this project.

AUTOMATIC FIRE SPRINKLER SYSTEM INSPECTION AGREEMENT

abj FIRE PROTECTION CO.

6500 New Venture Gear Dr.

E. Syracuse, NY 13057

Syracuse (315) 423-9766

Fax (315) 423-9801

THIS AGREEMENT is made between **abj Fire Protection Co.** (hereinafter called "Company"), and **Cicero Town Hall** (hereinafter called "Subscriber"). Subscriber address: **8236 Brewerton Road, Cicero NY 13039**

Subscriber owns or occupies the building(s) known as: **Cicero Town Hall-Highway Building** located at: **8236 Brewerton Road, Cicero NY 13039**

1. **OWNER/AGENT RESPONSIBILITY**: The Subscriber acknowledges the responsibility for properly maintaining a sprinkler system is the obligation of the owner of the property. By means of periodic tests, the equipment is shown to be in good operating condition or any defects or impairments are revealed. Such tests are made, however, at the owner's responsibility and risk. Intelligent cooperation in the performance of this tests shows evidence of the owners interest in property conservation. The outside inspection services are an adjunct to, and are not intended to replace the owner's obligations.

2. **REPORTS** - The inspection and/or test shall be completed using the Company's Report form which shall be given to the Subscriber. The Report and recommendations by the Company are only advisory in nature and are intended to assist Subscriber in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested which require prompt consideration. They are not intended to imply that all other defects, hazards or aspects of the system and equipment are under control at the time of inspection. Final responsibility for the condition and operation of the sprinkler system and/or fire alarm and detection system equipment lies with the Subscriber.

3. **Miscellaneous**

- Scheduled appointments will be targeted within a four-hour window, either specified morning or afternoon, and work will commence during normal business hours. Cancellation within 24 hours of scheduled appointment is subject to a four-hour cancellation fee.
- Unless otherwise specified, if devices are out of reasonable reach (in excess of 10 feet) Subscriber will need to provide safe access (scaffolding, mechanical lift, ladders, etc.). If necessary and requested in advance, COMPANY can provide this equipment at an additional cost.
- Subscriber shall provide access to the premise and clear unconditional access to all equipment in a normal work environment as well as all-necessary codes and keys to equipment.
- Inspection will only include devices listed on equipment list. Testing of additional devices will be done so at an additional charge.
- Permits, registration, and shutdown fees as required are to be billed at cost plus \$25 filing fee.
- Auxiliary equipment not shut down (as requested by the Subscriber) will be scheduled at a convenient time specified by the Subscriber for an additional hourly rate. All work to be done concurrently, unless otherwise specified
- This Agreement does not include the cost of fire watches, which if required, will be billed as an extra. In addition, abj Fire Protection shall not be responsible for any fines or penalties arising out of the acts or omissions of others.
- The test & inspection service provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts or any field adjustments whatsoever nor does it include the correction of any deficiencies identified by Company to Subscriber. Nothing herein shall prevent Subscriber from entering into a separate Agreement with Company for the performance of such work.
- In the event that the Subscriber provides the fire sprinkler system equipment counts for this agreement, and a device count discrepancy arises, the most recent inspection report will be used and the contract price will be adjusted accordingly.

4. **This agreement** is limited to inspection, testing, and services at time of visit only and does not eliminate the owner's responsibility for maintaining the systems, such as, checking low points, heat, oil, etc. Alterations, repairs, and replacements shall only be made by Company at Subscriber's order and be paid for by Subscriber at Company's prevailing charges therefore.

5. **Any additional equipment** or components relative to this Agreement added to the above premises after the date hereof shall be inspected by Company and Subscriber shall pay an additional price commensurate with the usual charges made by Company for inspecting such equipment, and a new contract will then be executed incorporating usual charges made by Company for inspecting such additional systems at a price to be agreed upon between Company and Subscriber.

6. **The term of this Agreement** shall begin **April 1, 2015** thereafter until terminated by (60) days written notice by either party to the other. This Agreement is subject to an annual 2% price increase.

7. **Subscriber shall pay the Company** the sum of **\$150.00** dollars per year for said inspection Agreement. Payment terms are net 30 days from invoice date **This contract amount is based on our regular labor rates, if prevailing wage applies contact our office immediately for a revised Agreement.** If the Subscriber fails to pay the full amount due, Company, may at its option, terminate this contract, and, in any event, will not be obligated to perform any additional work until payment of the amount past due has been received by Company. The Subscriber also understands and agrees a late payment charge of one and one-half percent (1.5%) per month shall be added to all payments that are delinquent for more than thirty (30) days. This constitutes an annual percentage rate of eighteen percent (18%). Subscriber understands and agrees the costs of collection of overdue accounts, including but not limited to, attorneys fees, disbursements and contractual interest, as set forth in the proposal shall be recoverable by abj, should abj take legal action against the Subscriber.

Terms and Conditions

a. Statute of Limitations - No action shall be brought against Company more than one year after accrual of the cause of action. Any action at law or alternative dispute resolution proceeding shall be located in the County of Onondaga. This Contract shall be governed by the State of New York.

b. Cost of Collection - Subscriber agrees that the costs of collection of overdue accounts including, but not limited to, attorneys fees, disbursements and contractual interest shall be recoverable from Subscriber by Company.

c. Third Party Indemnification - Subscriber retains the sole responsibility for life and safety of all persons on its premises and for protecting against losses to its own property and the property of others located on its premises. Subscriber agrees to defend, indemnify and hold harmless Company's officers, employees, agents, subcontractors, suppliers, or representatives from and against all claims, lawsuits, and losses, including attorneys fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring service or other installation, maintenance, or other services by Company or its officers, employees, agents, subcontractors, suppliers or representatives. Additionally, agrees to list Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

d. Assignees and/or Subcontractor of Company - Company shall have the right to assign this Agreement in whole or part. Subscriber acknowledges that this Agreement shall inure to the benefit of and is applicable to any assignees and/or subcontractors of Company.

e. Assignment by Subscriber - Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless Company agrees in writing to the transfer of the Agreement.

f. Taxes, Fees, Fines, Licenses and Permits - Subscriber shall pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company charges, if any. Company shall have the right, at any time, to pass to Subscriber any increases in the monthly charges which may be imposed on Company relating to the service(s) provided under the terms of this Agreement after the date of its execution. The Subscriber assumes all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend Company and its authorized companies and hold each of them harmless from and against any responsibility or liability for payment of fines, penalties or other costs. If Subscriber fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services with written notice to Subscriber.

g. Increase in Service Charges - Company shall have the right to increase the charges provided for in this Agreement by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are base upon Company's rates in effect at the time of service and are subject to change without notice.

h. Waiver of Warranty: Exculpatory Clause - It is understood and agreed that Company is providing a service intended to reduce the risk of loss and that Company is not an insurer. Insurance shall be obtained by Subscriber covering personal injury, including death, and real or personal property loss or damage. Company isn't liable for losses caused by the malfunction or no-function of the system or equipment or the monitoring, repairing, signal handling or dispatching service even if due to Company's negligence or failure to perform. Company makes no guarantee or warranty, that the services or equipment supplied will avert or prevent occurrences or the consequences from such occurrences, which the services or equipment are designed to detect. Company makes no warranties, express or implied, including without limitation, warranties of merchantability and warranties of fitness for a particular purpose. No promise not contained herein or affirmation of fact made by an employee, agent, or representative of the Company shall constitute a warranty by the Company or give rise to any liability or obligation.

i. Limitation of Liability - Company's liability to Subscriber for personal injury, death, or property damage arising under this Agreement shall be limited to the contract price. The Subscriber shall hold Company harmless from any and all third party claims for personal injury, death or property damage arising from Subscriber's failure to maintain these systems or keep them in operative condition whether based upon contract, warranty, tort, strict liability or otherwise. Company shall not be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic loss damages of any character, including but not limited to loss of use of the Subscriber's property, lost profits or lost production, whether claimed by Subscriber or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

j. Severability Clause- If any of the terms or conditions of this Agreement shall be determined to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

SPRINKLER SYSTEM (S) TO BE INSPECTED

Inspections to be performed 1 time(s) per year in the month(s) of: April

LEVEL OF SYSTEM TESTING CHECKED HERE:

Level 1: Level 2: Level 3:

LEVEL #1 Meets NFPA Requirements (QUARTERLY): Promotes maximum reliability offered by an Automatic Sprinkler System. Thorough inspection and testing of sprinkler system(s) on a quarterly basis as follows:

TESTING INCLUDED:

PART	ACTIVITY:	FREQUENCY:
Control Valves (all)	Inspect	Quarterly
Tamper Switches	Test	Quarterly
Alarm Facilities (connected to Sprinkler System)	Test	Quarterly
Drain Tests (main, inspectors)	Test	Quarterly
Quick Opening Devices	Test/Inspect	Annually/Quarterly
Dry Pipe Valves	Test/Inspect	Annually/Quarterly
Hydrants (if included in #3 below)	Inspect	Quarterly
Antifreeze Solution Testing	Test	Annually/Fall
Fire Pumps (if included in #3 below)	Test/Run	Quarterly
Jockey Pumps (if included in #3 below)	Test/Run	Quarterly
Pressure Pumps	Inspect/Run	Quarterly
Backflow Preventer (if included in #3 below)	Test	Annually
Air Compressor Oil (on systems)	Inspect	Quarterly
Priming Level (dry system)	Inspect	Quarterly
Sectional Valves	Test	Quarterly
On/Off Pressure on Compressor	Test	Quarterly
Visual inspection of exposed pipe & fittings	Inspect	Annually
Visual inspection of exposed hangers & bracing	Inspect	Annually
Fire Department Connection	Inspect	Quarterly

LEVEL #2 THE SEMI ANNUAL: Includes all services in LEVEL #1, but is performed on a semiannual basis. All services to be performed TWO times per year.

X LEVEL #3 THE ANNUAL: Includes all services included in LEVEL #1, but is performed on an annual basis. All services to be performed ONE time per year.

THE EQUIPMENT AND SYSTEM(S) TESTED/INSPECTED under this agreement are checked below:

Fire Pump: na
 Backflow Preventer: na
 Number of Wet Systems: 1
 Number of Dry Systems (with assistance from Subscriber): na
 Special System: na

*** Subscriber should check with their local Fire Marshal (Authority Having Jurisdiction) to make sure the level of testing requested in the Agreement meets your local code requirements.

Acting as agent for
abj Fire Protection Co.
 Company

Cicero Town Hall-Highway Dept Bldg
 Subscriber

 Mike Rizzo Date

 Subscriber's Authorized Signature Date

INTERMUNICIPAL AGREEMENT FOR THE PROVIDING OF TECHNOLOGY SERVICES

THIS AGREEMENT made this ____ day of _____, 20__, by and between the **Board of Cooperative Educational Services for the Sole Supervisory District of Onondaga, Cortland and Madison Counties**, a municipal corporation with its principal address at 6820 Thompson Road, Syracuse, New York 13211 (hereinafter referred to as the “BOCES”); and the **Town of Cicero**, a municipal corporation with its principal address at 8236 Brewerton Road, Cicero NY 13039, hereinafter referred to as the “Town”).

WITNESSETH:

WHEREAS, the **Board of Cooperative Educational Services for the Sole Supervisory District of Onondaga, Cortland and Madison Counties** provides technology services through the Regional Information Center (hereinafter referred to as the “RIC”) and the **Town** has a need for technology services; and

WHEREAS, both parties are interested in reaching an agreement whereby the Town/Village will receive technology services set forth in “Schedule A” provided by the BOCES RIC; and

WHEREAS, the BOCES and the Town are authorized to enter into a cooperative agreement pursuant to Article 5-G of the General Municipal Law of the State of New York to provide or share services that each of them may provide individually; and

WHEREAS, the BOCES and the Town have reached agreement as to the terms and conditions of such intermunicipal contract and are desirous of memorializing their understandings, expectations, and representations as to their agreement; and

WHEREAS, the respective governing boards of the BOCES and the Town have, by a majority vote, approved the actions set forth in this agreement; and

WHEREAS, the respective governing boards of the BOCES and the Town have determined that it is in the best interests of each of their respective municipal corporations to enter into this municipal cooperative agreement; and

WHEREAS, a majority of the governing boards of the BOCES and the Town have, by separate resolution of each entity, approved the execution of this agreement.

NOW, THEREFORE, in consideration of the promises and the covenants hereinafter set forth, the **BOCES for the Sole Supervisory District of Onondaga, Cortland and Madison Counties** and the **Town of Cicero** agree as follows:

**ARTICLE I
SERVICES TO BE PROVIDED AND PAYMENTS**

- 1.1 The BOCES agrees to share the technology services of its RIC, outlined in Schedule "A" with the Town for the period of April 1, 2015 through April 1, 2016.

**ARTICLE II
INDEMNITY AND INSURANCE**

- 2.1 The BOCES and the Town agree that each will perform their duties and/or exercise their rights under this agreement in such a manner as not to create an unreasonable risk of liability or damage to the other or third parties. The parties shall mutually defend, indemnify and hold harmless the other from any and all claims, damages, liabilities or expenses arising out of this Agreement, and any act, omission or negligence of the parties, their agents, invitees or employees. Each party further releases the other from liability for any damages sustained by any other person claiming by, through or under the Town or the BOCES due to the Town or the BOCES' performance under this Agreement. The parties shall not be liable for any damage to or loss to personal property, inventory, fixtures or improvements from any cause whatsoever, except the affirmative acts or proven negligence of the BOCES or the Town, and then only to the extent not covered by insurance to be obtained by the Town or the BOCES.
- 2.2 The Town agrees to obtain such normal and usual casualty, liability and errors and omissions insurance coverage for the providing of technology services through the RIC. The Town shall provide copies of such policies to the BOCES, and such policies shall reflect that the BOCES and the Town are named insured under such policies.
- 2.3 The BOCES and the Town agree to notify each other, as soon as practicable, if any claim, assessment, or lawsuit shall be instituted against any of the parties to this agreement regarding the conduct, actions, or omissions of the RIC in its providing of technology services to the Town and in no event later than ten (10) days of receipt of such information. Each party agrees to notify, as soon as practicable, the other party to this agreement of any event or state of facts that may create liability or claims being assessed against either party to this agreement regarding the operation, maintenance, control, and use of the facility, and in no event later than ten (10) days of receipt of such information.

**ARTICLE III
COOPERATION**

- 3.1 The BOCES and the Town agree that each entity will cooperate with each other and comply with reasonable operation rules and regulations relating to the providing of technology services. Each will act reasonably and in good faith in accomplishing the intent and purposes of this agreement. The operational rules shall be established by mutual resolution of the BOCES and the Town.

**ARTICLE IV
TERM**

- 4.1 The term of this agreement shall be from April 1, 2015 through April 1, 2016.
- 4.2 Either party may terminate this agreement upon the adoption of a resolution by the governing board and the giving of written notice to the other party at least sixty (60) days in advance of the effective date of termination.
- 4.3 Upon the termination or expiration of the agreement, neither party shall have any further or continuing obligations or responsibilities to the other party, except as provided by law or agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year above written.

**BOARD OF COOPERATIVE
SERVICES FOR
THE SOLE SUPERVISORY DISTRICT
OF ONONDAGA, CORTLAND AND
MADISON COUNTIES**

Town of Cicero

Schedule A (Description of Services)

Schedule A

Service Level Agreement (SLA)

Document Owner:	Central New York Regional Information Center
------------------------	--

Version	Date	Description	Author
1.0	02-27-2014	Initial Agreement	Kevin Clapp
1.1	03-20-2014	Updated to reflect changes noting Schedule A of the OCM board approved inter-municipal agreement. Removed conflicting date references, TOC, removed signoff, removed termination clause, added help contact, and defined response times to be minimal response time for clarity.	Kevin Clapp
1.2	12-24-2014	Updated Section 6.3 to reflect help desk reports as needed. Added Section 7 and Section 8.	Kevin Clapp

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the [Central New York Regional Information Center \(CNYRIC\)](#) and the [Town of Cicero, NY \(Town\)](#) for the provisioning of IT services required to support and sustain the daily operation of computers, servers, and the network.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer by the Service Provider.

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

IT Service Provider: [Central New York Regional Information Center](#). (“Provider”)

IT Customer: [Town of Cicero, NY](#) (“Customer”)

4. Periodic Review

This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **CNYRIC Director of Technology** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Remote assistance using Remote Desktop and a Virtual Private Network where available
- Planned or Emergency Onsite assistance
- System health checks

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs monthly as incurred.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 7:00 A.M. to 4:30 P.M. Monday – Friday
 - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call
 - Emergency support only for nationally observed holidays
 - Phone number is 1-315-433-8345 or 1-800-866-9563
- Email support: Monitored 7:00 A.M. to 4:30 P.M. Monday – Friday
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
 - Email address is helpdesk@cnyric.org
- Onsite assistance guaranteed within 72 hours during the business week

6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will minimally respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 48 hours for issues classified as **Medium** priority.
- Within 5 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

6.3. Service Reporting

In support of services outlined in this Agreement, the Service Provider may provide the following reports.

Report Name	Report Description	Report Interval	Recipient
Help Desk Activity Report	This report summarizes the activities and time of help desk activities	As needed	Help Desk Supervisor
Invoicing	Invoices for help desk activities	Monthly	Business Office Manager

6.4. Service Management

The following are responsible for the deployment and ongoing support of this Agreement:

Contact Person	Title / Role	Contact Information
Rick Dillon	Assistant Director/Manager of Technology for the CNYRIC	rdillon@cnyric.org P. 315-433-8337 M. 315-952-4923
Kevin Clapp	Director of Technology/Oversight of services	kclapp@cnyric.org P. 315-433-8307 M. 315-679-7603
Mike Heller	Service Manager/Oversight of server and network issues	mheller@cnyric.org P. 315-433-8347 M. 315-952-6324
Steve Nagen	Helpdesk Supervisor/Oversight of daily support issues	snagen@cnyric.org P. 315-433-8346 M. 315-679-7603
Joe Scott	Technician Manager/Oversight of field technicians	jscott@cnyric.org P. 315-433-8322 M. 315-952-7845
Main Office	All CNYRIC staff	1-315-433-8300
Help Desk	Help Desk Staff/Address specific technical issues	helpdesk@cnyric.org P. 1-800-866-9563 P. 1-315-433-8345

7. Rates

7.1. Desktop Computer Support

This level of support covers desktop computer operating environments and application support. This support is most economically delivered via remote tools, however on-site support is included. The rate for this support is 75.00/hour, billed in quarter hour increments, travel time excluded. The details and time spent on each issue are tracked within our help desk software.

7.2. Server Support

This level of support covers network servers and their related functions. This support is most economically delivered via remote tools, however on-site support is included. Configuration, maintenance, and health of all servers are included. The rate for this support is 100.00/hour, billed in quarter hour increments, travel time excluded. The details and time spent on each issue are tracked within our help desk software.

7.3. Network Support

This level of support covers network devices including switches, hubs, cabling, internal connections and other equipment related to the physical infrastructure. This support typically involves on site work. The rate for this support is 125.00/hour, billed in quarter hour increments, travel time excluded. The details and time spent on each issue are tracked within our help desk software.

7.4. Project Support and Professional Services

Certain large projects that cover multiple support areas may be best addressed as a project versus hourly billed rate. Examples of such projects may include the addition of new buildings, major infrastructure changes, or the creation/coordination of a disaster plan. The CNYRIC will address these at the customer request as a project rate versus hourly rates. These will be presented as individual proposals to the customer for mutual approval.

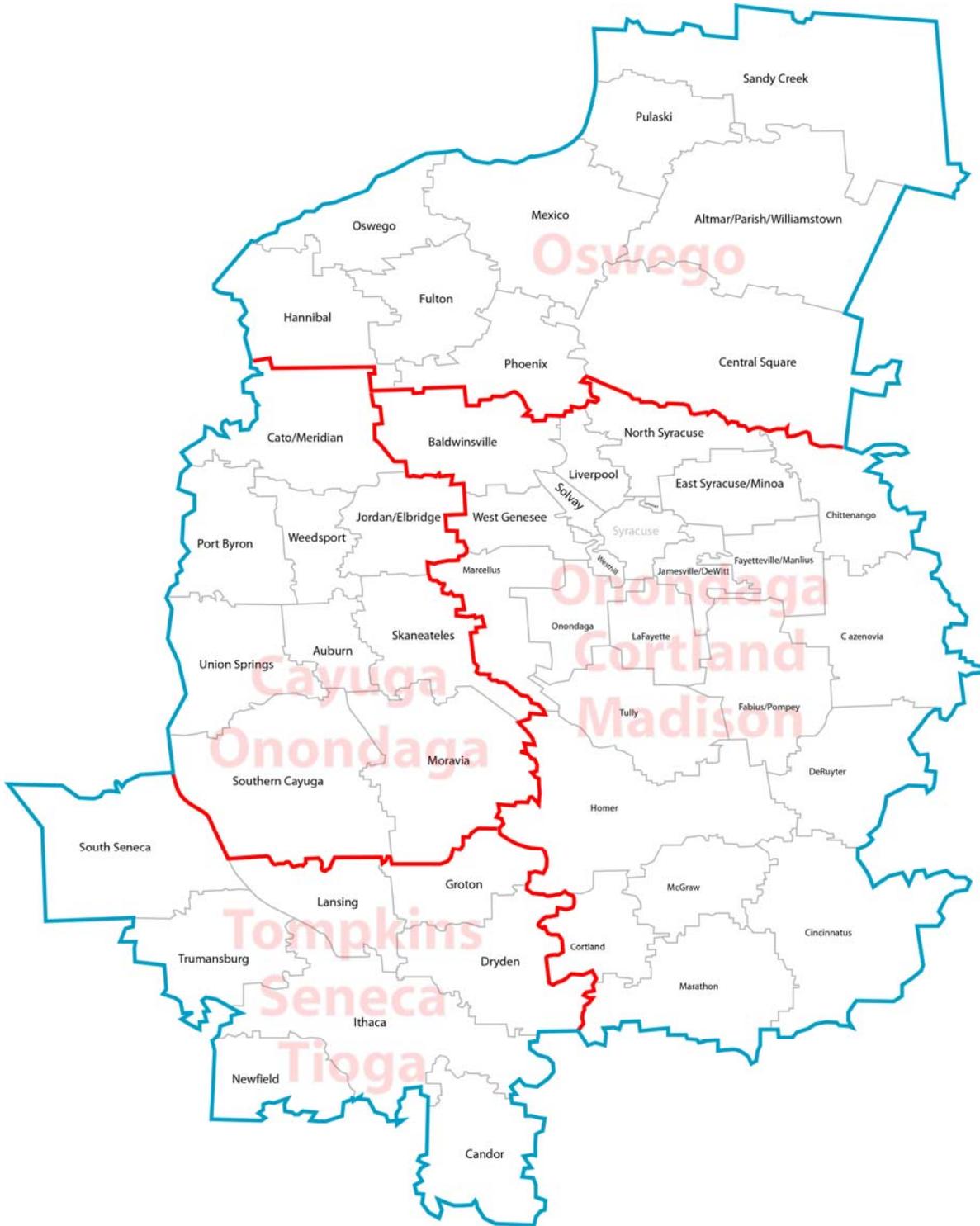
7.5. Off Site data backup

The CNYRIC provides secure, dedicated storage capabilities for backup and disaster recovery. The service includes CommVault Agents on servers, initial setup, scheduled transmissions, remote monitoring, diagnostic reporting, remote restore of data if necessary, self-service portal and training, unlimited data.

The rate for the CNYRIC to provide this service is a fee of 125.00/month. This covers all servers and unlimited data and support, remote and on site.

7.6.Coverage Area

OCM BOCES/CNYRIC provides technology support for the following region only.



March 31, 2015

Town Board Members,

I am asking to move the adoption of a resolution, declaring two file cabinets from the Assessor's Office, surplus and no use to the Town.

The cabinets are going to be replaced with one that will take up less space, but hold more files.

Thank you,

Karen Tavernese, Assessor

Town of Cicero Assessor's Office

8236 Brewerton Rd.

Cicero, NY 13039

Phone: (315)-699-1410

Fax (315)-699-2758 fax

Email: ktavernese@ciceronewyork.net

Date: April 8th, 2015

Highway Department Agenda Items

Move the adoption of a resolution to approve the following:

(A) PURCHASE: 1 month sweeper rental

VENDOR: J&J Equipment

AMOUNT: \$7950.00

ACCOUNT CODE: DB5140.48

(B) PURCHASE: 150 yds. topsoil (this will be available 1st, stored undercover & is used for winter lawn repair)

VENDOR: Gerber topsoil

AMOUNT: \$3,000.00

ACCOUNT CODE: DB514043

(C) PURCHASE: 1900 gal. traffic paint and glass beads

VENDOR: Crossroads Highway

AMOUNT: \$25,000.00

ACCOUNT CODE: A33104

(D)PURCHASE: Topsoil, Concrete sand, item#4 (rd.side drainage)

VENDOR: Vitale Ready-mix

AMOUNT: \$20,00.00

ACCOUNT CODE: DB511242

(E) PURCHASE: 4 Tires for the Bobcat #14

VENDOR: Thompson & Johnson

AMOUNT: \$1600.00

ACCOUNT CODE: DB513042

(F) PURCHASE: 50 Deliniators, 12 unistruts bottoms (sign posts)

VENDOR: Eberl Iron Works

AMOUNT: \$1,263.30

ACCOUNT CODE: DB33104

(G) PURCHASE: 3400 tons runner crush

VENDOR: TH Kinsella

AMOUNT: \$24,820.00

ACCOUNT CODE: DB511042

(H) PURCHASE: Grass Seed, mulch bales, fertilizer

VENDOR: Merritt Seed

AMOUNT: \$3,500.00

ACCOUNT CODE: DB5140.41

(I) PURCHASE: Asst. sized frame, grates & risers

VENDOR: EJ USA

AMOUNT: \$3,500.00

ACCOUNT CODE: DB511049

(I) PURCHASE: replacements for sweepers-main brooms, sweeper segments

VENDOR: Joe Johnson Equipment

AMOUNT: \$ 2,050.00

ACCOUNT CODE: DB514048

(J) PURCHASE: 20" road saw

VENDOR: McQuade & Bannigan Inc.

AMOUNT: \$4,187.28

ACCOUNT CODE: DB51102

(K) PURCHASE: 19X34 reversible plate tamper

VENDOR: JC Smith, Inc.

AMOUNT: \$4995.00

ACCOUNT CODE: DB51102

(L) PURCHASE: 193 gallons hydraulic oil

VENDOR: United Auto Supply

AMOUNT: \$1797.76

ACCOUNT CODE: DB513040

AGENDA
April 8, 2015

TO: Town Board
FROM: Jody L. Rogers, Director
DATE: April 1, 2015
RE: Agenda Items

1. Accept Donation for Memorial Bench:

Resolve to accept the donation of \$1870.50 for the purchase and installation of a Memorial Bench in memory of Annmarie Wagner.

2. Purchase Approvals:

ITEM: **Memorial Bench**
VENDOR: Barco Products
AMOUNT: \$1570.50 (donation)
Budget Code: A7110.2

ITEM: **Topsoil.** (Youth Leagues to pay a portion of material costs for their respective fields.)
VENDOR: Gerber Topsoil
AMOUNT: \$1862
Budget Code: A7110.459CF \$285
A7110.459CL \$285
A7110.459CS \$570
A7110.459NS \$95
A1620.4 \$19
A6772.42 \$19
A7150.42 \$570
B7310.402 \$19

ITEM: **Fertilizer.** (Youth Leagues to pay a portion of material costs for their respective fields.)
VENDOR: Northern Nurseries
AMOUNT: \$1320.90
Budget Code: A7110.45 \$25.90
A7110.459CF \$155.40
A7110.459CL \$155.40
A7110.459CS \$777
A7110.459NS \$155.40
A7150.42 \$51.80

ITEM: **Seed.** (Youth Leagues to pay a portion of material costs for their respective fields.)

VENDOR: Northern Nurseries

AMOUNT: \$4183

Budget Code: A7110.459CF \$623
A7110.459CL \$623
A7110.459CS \$1780
A7110.459NS \$534
A6772.42 \$44.50
A7150.42 \$534
B7310.402 \$44.50

ITEM: **Goose Control Contract**

Justification: There is a need to harass the geese that come to the parks due to the mess they leave behind which is not only getting on children's uniforms but a health issue if not controlled. We have had the best results from live dogs verses all the other attempts to deter their landing. This needs to be done for the pavilion reservations we receive at William Park.

VENDOR: Wild Goose Chasers of CNY

AMOUNT: Not to exceed \$2850

Budget Code: A7150.45

Memo

To: Supervisor, Town Board, Zoning/Planning, Police
From: Tracy
Date: March 20, 2015
Re: James H. Spire American Legion Post 787 - Parade Permit
TBM: March 25, 2015

Please find attached the Application for the Town of Cicero Parade Permit for the American Legion Post 787, Memorial Day Parade, to be held Monday, May 25, 2015 at 9:00 a.m.

If you have any questions, please feel free to contact me 699-8109 or clerk@ciceronewyork.net.

Thank you

Tracy

Motion read by Councilor Conway (Liaison):

Councilor Conway moved the adoption of a resolution to approve and for the supervisor to execute the Town of Cicero Parade Permit, for the James H. Spire, American Legion Post 787 Memorial Day Parade, to be held Monday, May 25, 2015 at 9:00 a.m. The Route of Procession will start at the Cicero Cemetery on Rt. 11; proceed south, to the American Legion Post on Legionnaire Drive. Motion seconded by _____

Ayes _____ and Noes _____



C - Cicero
I - Involvement in
C - Community
E - Environmental
R - Recycling for
O - OCCRA

The Town of Cicero is once again joining efforts with OCCRA
(Onondaga County Resource Recovery Agency).

In 2014, roughly 5,700 people volunteered and collected trash from our roadsides, streams, and public spaces. Their amazing efforts brought in over 85,000 pounds of trash. In the two decades since OCCRA began the cleanup, more than 2,008,880 pounds of litter have been removed from our community's streets and green spaces.

Help Cicero participate with OCCRA in EARTH DAY on Saturday, April 25, 2015 from 8:00am - 12:00pm. It's a chance for the residents of Cicero to join in and clean up our community.

Who can volunteer?

Groups of all ages and sizes can volunteer to clean up any public area in the Town of Cicero that they want. They can clean up on Friday or Saturday (or both), but the Cicero Highway Department located at 8236 Brewerton Rd., will only be accepting bagged, stickered items on Saturday, April 25, 2015 from 8:00am - 12:00pm. Stickers can be obtained at the Town Clerks Office.

The Town of Cicero Highway Department will **not** be accepting the following items:

- Furniture, gas tanks, propane tanks, hazardous materials, or any large items that will not fit in a 30-gallon trash bag. Paint cans, medical waste or syringes should **not** be picked up. These items cannot be accepted for disposal on Earth Day.

Think Safety First! Advise your volunteers to wear weather-appropriate bright clothing, to ensure they are comfortable, and can easily be seen by others. Wear boots and gloves

Residents, businesses and organizations can obtain more information about Earth Day by contacting OCCRA at 453-2866 or www.ocrra.org or Tracy Cosilmon, Cicero Town Clerk at 699-8109.