REQUESTING THE NEW YORK STATE LEGISLATURE AND GOVERNOR TO ENACT S.2673/A.587 RELATED TO PROVIDING VETERANS WITH INFORMATION REGARDING VARIOUS HEALTH AND SUPPORT RESOURCES THROUGH A STATE-SPONSORED INTERNET WEBSITE

WHEREAS, Veterans returning from service may require and benefit from a variety of governmental health and support resources, including those resources available to assist Veterans experiencing problems and special needs related to mental health, substance abuse, and physical disabilities; and

WHEREAS, to facilitate access to such resources, it is the sense of this Legislature that the New York State Division of Veterans' Affairs would be an appropriate place to house information about such programs and to provide useful links to other governmental websites; and

WHEREAS, placing such information on the State's website is a visible means of publicly demonstrating support for the returning Veterans and a recognition of the sacrifices made by such Veterans for the citizens of this country; now, therefore be it

RESOLVED, that the Town of Cicero hereby memorializes its support for adopting legislation that would require information regarding various health and support resources for returning Veterans to be housed on a State-sponsored internet website, as provided for in Bill Number S.2673/A.587, presented to the State Legislature; and, be it further

RESOLVED, that the Cicero Town Clerk is hereby directed to cause a copy of this resolution to be transmitted to the Governor's Office, to the offices of the various legislators representing portions of Onondaga County at the state level, and to the New York State Division of Veterans' Affairs.

5B

REQUESTING THE NEW YORK STATE LEGISLATURE AND GOVERNOR TO ENACT S.553/A.2174 REGARDING REAL PROPERTY TAX EXEMPTIONS FOR NATIONAL GUARD MEMBERS AND RESERVISTS AT THE OPTION OF LOCAL GOVERNMENTS

WHEREAS, New York State permits partial exemptions from real property taxes for certain veterans who have served in the United States Army, Navy, Air Force, Marines, and Coast Guard; and

WHEREAS, it is the sense of the Town of Cicero that local governments should be permitted to provide for a similar exemption for certain members of the National Guard or Reserves, as such individuals have also provided valiant and exemplary service to this country, and a partial real property tax exemption is one way in which local governments can show appreciation for such service and such exemption may encourage others to join and participate; now, therefore be it

RESOLVED, that this Legislature hereby memorializes its support for adopting legislation that would permit local governments to choose to provide a five percent exemption for real property taxes for certain National Guard members and reservists, as provided for in Bill Number S.553/A.2174, presented to the State Legislature; and, consider expanding such exemption to decrease the necessity, having 20 years of service and, be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to cause a copy of this resolution to be transmitted to the Governor's Office, to the offices of the various legislators representing portions of Onondaga County at the state level, and to the New York State Department of Taxation and Finance, Office of Real Property Tax Services.

LEGISLATIVE RESOLUTION commending the North Syracuse Fire Department upon the occasion of their designation for special recognition after 100 years of dedicated service to the greater Cicero community; and

WHEREAS, Volunteer firefighters and fire departments not only provide the critical service of fire protection but also engage in other activities of great benefit and importance to the communities they serve; and

WHEREAS, it takes a special dedication, a strong desire to help others and a tireless sense of community to forsake precious time with family and friends to respond to the signal that a neighbor is in need; and

WHEREAS, the members of the North Syracuse Volunteer Fire Department are renowned throughout Central New York and Nation as their reputation is synonymous with excellence in the field of fire protection, prevention, and response to emergencies; and

WHEREAS, since the early days of the two hand drawn chemical fire engines purchased by the North Syracuse Fire Department in 1913, the volunteer firefighters of North Syracuse have spared us from the ravages of fire and other such disasters, and the North Syracuse Fire Department has been doing so for the last One Hundred Years; and

WHEREAS, this Legislative body is proud to commend the North Syracuse Fire Department on their achievements; and

IT IS HEREBY RESOLVED, that this Legislative body pause in its deliberations to commend North Syracuse Volunteer Fire Department for 100 years of distinguished service to our community

BY ORDER OF THE TOWN BOARD OF THE TOWN OF CICERO, NEW YORK

Jim Corl
Supervisor

Jessica Zambrano
Deputy Supervisor

Lynn Jennings
Councilor

Vern Conway
Councilor

Tim Burtis
Councilor

Town of Cicero Building and Planning Department

Code Enforcement Procedure

Introduction:

- This procedure is issued to provide a consistent approach to complaints received and to achieve code compliance where violations are found.
- The goal of code enforcement is compliance, not punishment.

Complaint:

1. The Code Enforcement procedure is a complaint-driven process.
2. The complaint may be received from a resident, business representative, or Town staff member via e-mail, letter, or by an appearance at Town Hall.
3. The information collected during an on-going investigation is information that is subject to the New York State Freedom of Information Law. The complainant's name is generally information that may be withheld, as is any inspection data, inspection result's, letters, phone calls, emails, or photos concerning the case investigation. Only upon closing a case through compliance or issuance of a citation for prosecution of a case does select case information become public data. The complainant's name, however, remains information that does not need to be released.
4. To file a complaint, contact Town Code Enforcement Staff through the Building and Zoning Office.
5. Detailed information regarding the complaint is documented and an inspection of the property is conducted to determine if a compliance order should be issued.

Inspection:

- Property complaints are inspected in a timely manner, with consideration of seriousness of the violation from a health, safety and welfare standpoint.
- The subject property is inspected from the public right-of-way, public area of a commercial building, or with permission, from the complainant's property. The findings from the inspection are then documented in an inspection record.
- The inspection is conducted discreetly and with respect for the property and privacy of others.

Notification:

- Once a complaint has been verified by inspection, a notification letter is issued to the property owner and, if applicable, to the occupant of the premises.
- The notification letter is a brief letter stating property conditions and references requirements of Town Code and/or the State Uniform Fire Prevention and Building Code.

- A brief description of methods to alleviate the violation, and a requested compliance date is given.

- Occasionally, other information may be included with the letter such as a copy of the Town Code Section or helpful preprinted information such as the Refuse Removal Guide or a Composting Guide.

Compliance:

- Conditions that are quickly and easily remedied are requested for compliance within 3 to 10 days.

- Conditions that may require a more involved resolution are given a compliance request date in keeping with the situation and its complexity, however usually not more than 30 days.

- The property owner may contact the inspector in person or by phone for further information regarding the Town Code, the enforcement process, or to seek an extension on the compliance date.

- Compliance dates are subject to change if the property owner requires additional time to bring the property into compliance and is making significant progress towards compliance.

- The ideal outcome is complete compliance within the requested time.

- If there is no compliance obtained, an Order to Remedy Violation notice is necessary to encourage compliance.

Prosecution:

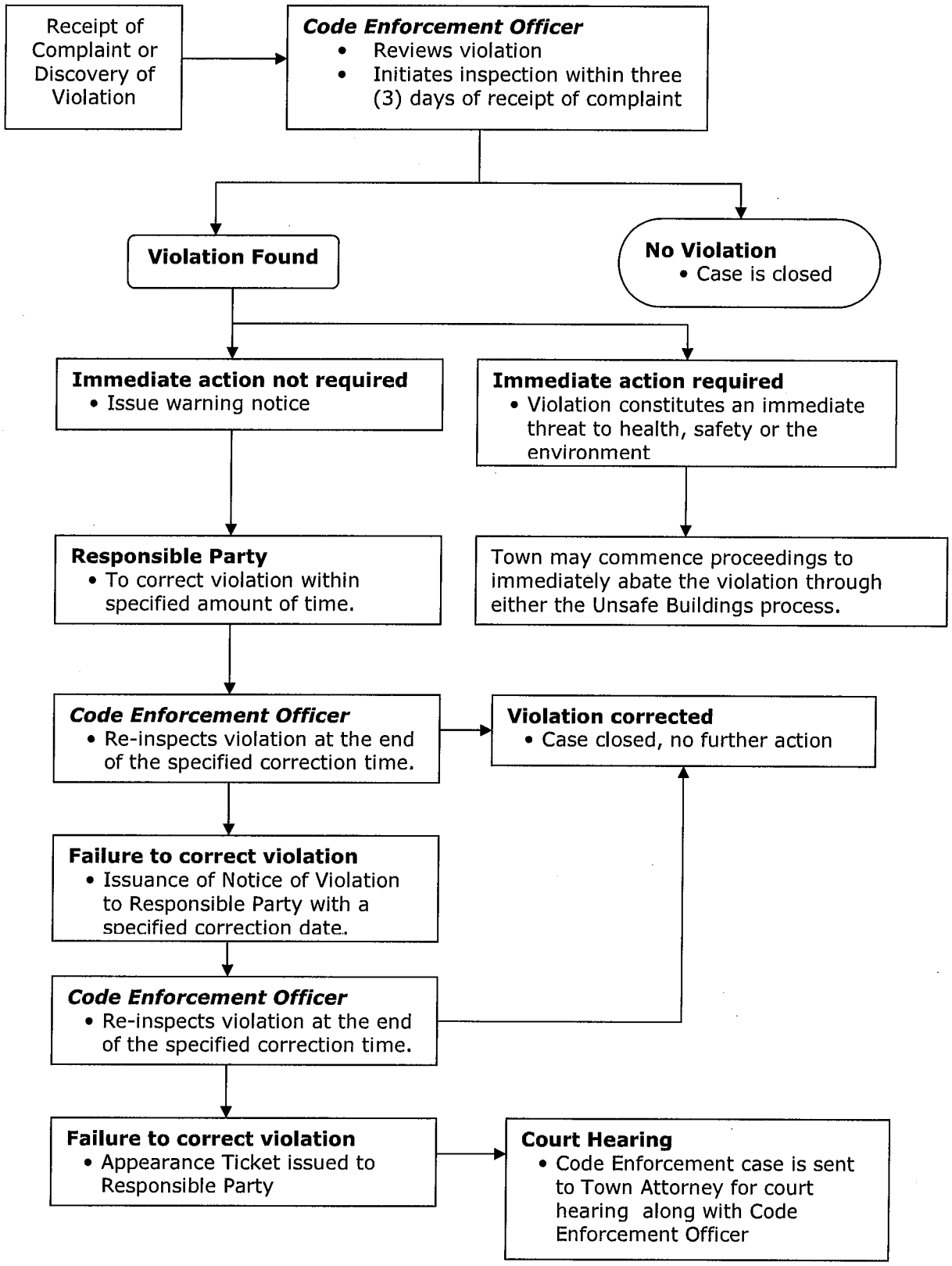
- If a complaint cannot be satisfactorily resolved by the Department and there is reason to believe that codes violation(s) exist then the Department shall initiate prosecution steps pursuant to standard departmental procedures including, as appropriate, informal notices from the Department and attorney's office. Once formal steps have commenced, the Department shall pursue prosecution to conclusion.

- An Appearance Ticket will be issued, and the case details will be forwarded to the Town Attorney for assistance through the court system.

- On the date of court appearance, another inspection is conducted to determine if the violation has been corrected.

Town of Cicero Building and Planning Department

Code Enforcement Procedure



(8.)

CICERO TOWN CLERK'S OFFICE

Memo

To: Supervisor, Town Board, Zoning/Planning, Police

From: Tracy

Date: March 11, 2013

Re: Firework Permit Approval

TBM: **March 27, 2013**

Please find attached the Application for the Annual Fireworks Permit for the Greater Cicero Chamber of Commerce for Saturday, June 8th, 2013 at 10:00 p.m. I have acquired all the necessary signatures and all the information from the Fireworks Coordinator for American Fireworks Display, LLC. I am requesting approval for this Fireworks Permit and the $75.00 permit fee to be waived (not-for-profit organization).

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

Thank you

Tracy

Motion read by Councilor Jennings (Liaison):

Councilor Jennings moved the adoption of a resolution to approve and for the supervisor to execute the Annual Fireworks Permit, for the Greater Cicero Chamber of Commerce to be held Saturday, June 8, 2013 at 10:00 pm at Sacred Heart Church, 8229 Brewerton Road, Cicero, NY. Motion was seconded by _____.

Ayes _____ and Noes_____

(9)

COUNTY OF ONONDAGA

JOANNE M. MAHONEY
County Executive

DEPARTMENT OF FINANCE

John H. Mulroy Civic Center, 15th Floor
421 Montgomery Street
Syracuse, New York 13202-2998
(315) 435-2426 • Fax (315) 435-2421
www.ongov.net

STEVEN P. MORGAN
Chief Fiscal Officer

DONALD WEBER
Director of Real Property

RECEIVED
FEB 26 2013
TOWN OF CICERO
SUPERVISOR'S OFFICE

2/21/13

Town of Cicero, Supervisor
8236 Brewerton Rd
Cicero NY 13039

Re: Cicero Parcel #092.-01-03.7 New Dimensions Properties

This parcel was deleted and is now a road named Meltzer Court.

There are 2010 delinquent taxes that are due. A printout is enclosed

with amount due through the end of the month.

This amount is payable to:

Onondaga County Finance Dept
P. O. Box 1004
Syracuse, NY 13201

If you have any questions, call me at (315)435-2426.

Carol Calogero
Carol Calogero
Delinquent Tax Clerk

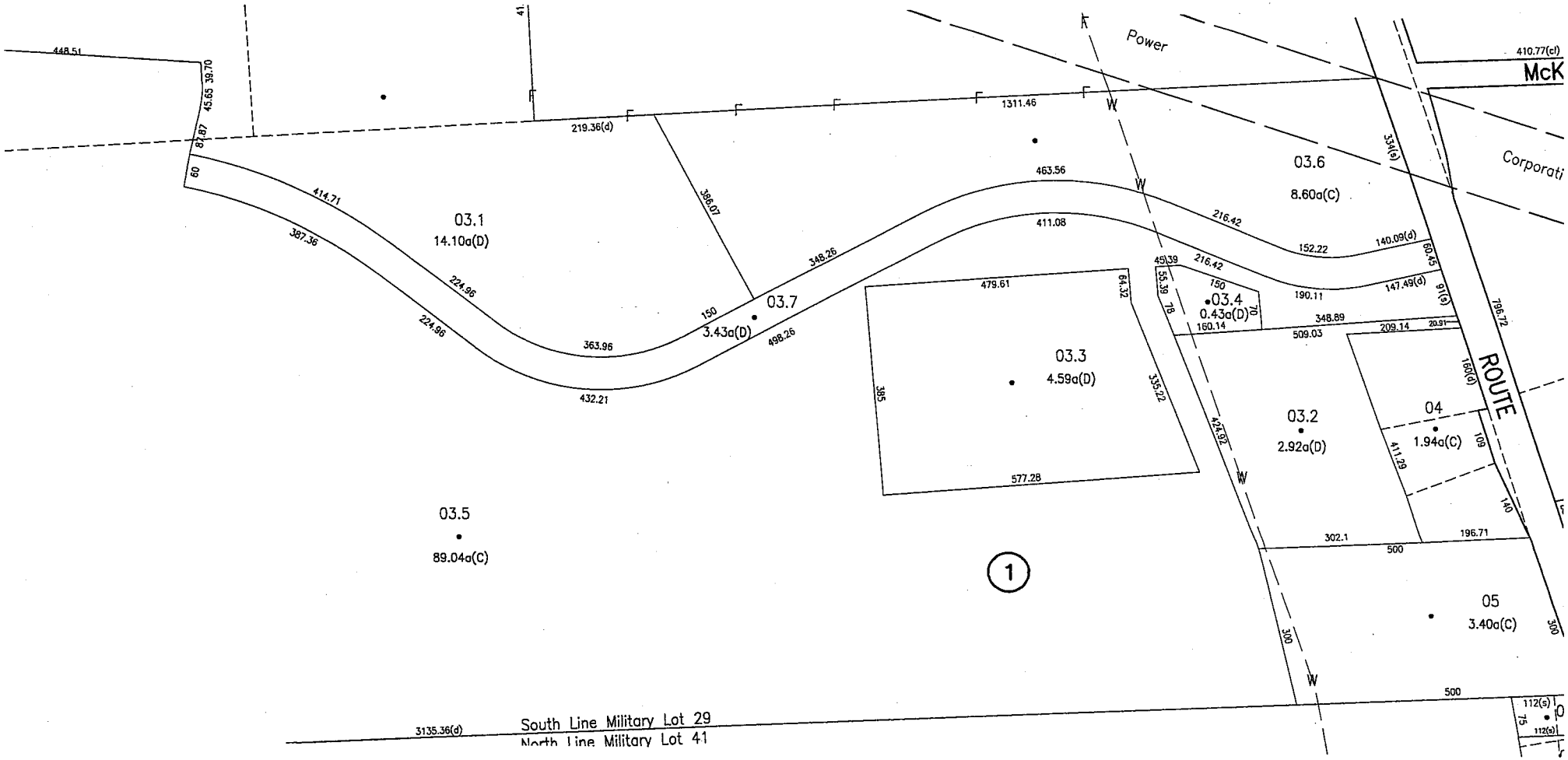
PROGRAM DT33 FINANCE DEPARTMENT DATE: 02/21/13
CALOGERO CAROL UNPAID TAXES INQUIRY TIME: 11:55:06

Town of Cicero Property number: 092.-01-03.7 Page: 1
Amount unpaid may reflect partial payment

Year	sq	Owner	Amt unpaid	Sale Amt.	FEB Amt Due	MAR Amt Due
2010		New Dimensions Properti	1,236.47	1,405.64	1,818.28	1,832.33
				TOTAL:	$1,818.28	$1,832.33

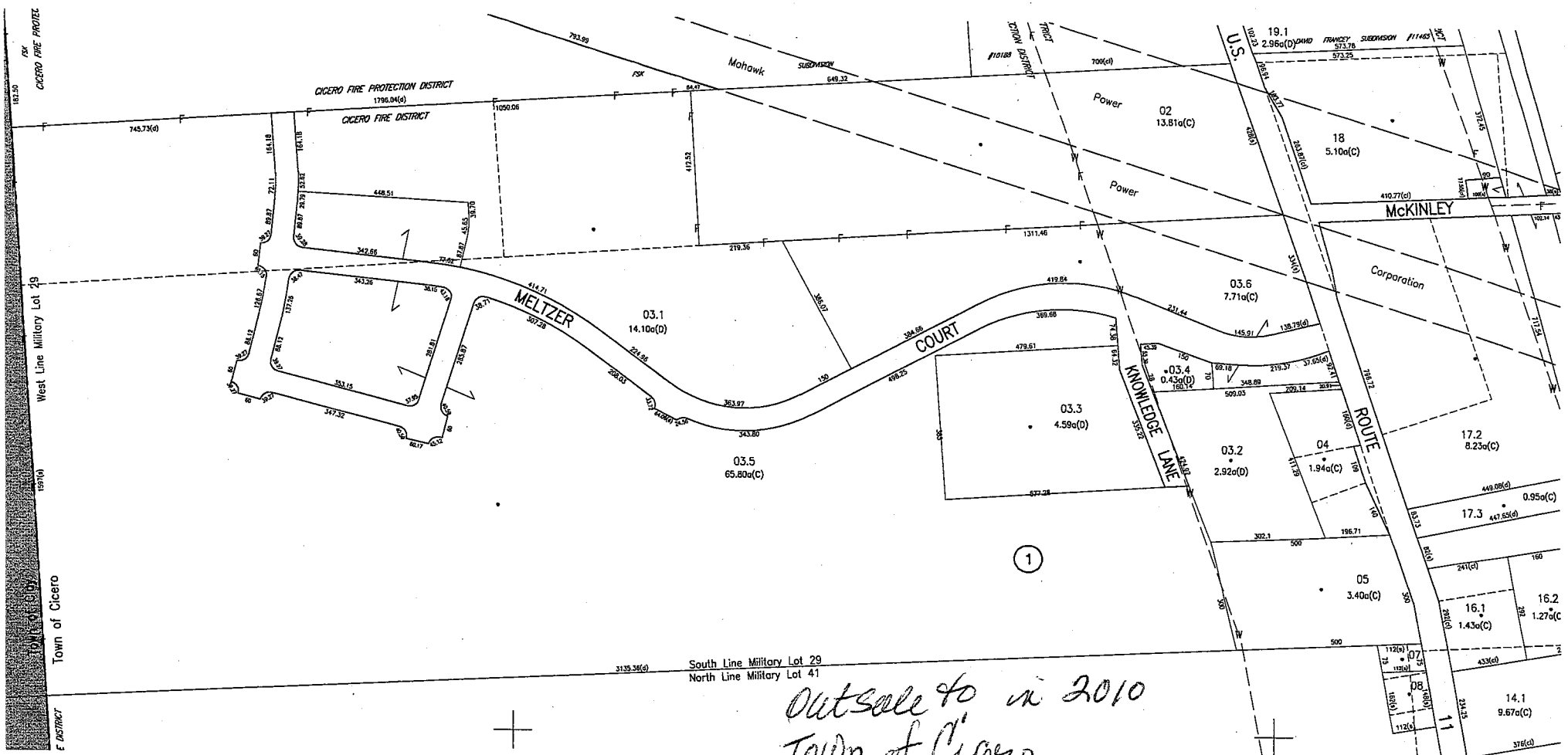
FUNC: UNI SWIS: PROP: YEAR: SEQ:
** F2 = VIEW MEMO, OR CLEAR = MENU **

2010



Power
McK
Corporati
ROUTE
03.1
14.10a(D)
03.2
2.92a(D)
03.3
4.59a(D)
03.4
0.43a(D)
03.5
89.04a(C)
03.6
8.60a(C)
03.7
3.43a(D)
04
1.94a(C)
05
3.40a(C)
1
South Line Military Lot 29
North Line Military Lot 41
3135.36(d)
448.51
410.77(cl)
219.36(d)
1311.46
463.56
411.08
216.42
152.22
140.09(d)
147.49(d)
190.11
348.89
509.03
209.14
160.14
479.61
64.32
335.22
577.28
385
424.92
302.1
500
196.71
411.29
109
140
160(d)
91(s)
60.45
796.72
334(s)
414.71
387.36
224.96
363.96
432.21
386.07
348.26
498.26
150
60
87.87
45.65
39.70
55.39
78
70
300
112(s)
75

2012



Outsale to in 2010
Town of Cicero
per assessor's office

Jim (10)

Date: March 27, 2013

Highway Department Agenda Items

Request approval for the following items:

(A) ITEM: 8 Tires, dismount, mount, stems, disposal for trk.# 31

VENDOR: Commercial Truck Tire Center, Inc.

AMOUNT: $5,200.00

ACCOUNT CODE: DB13042

MOTION TO APPROVE:

(B) ITEM: Cleaning of center garage trench and oil water separator of waste debris

VENDOR: EPS Environmental Product & Services

AMOUNT: approx. $3,500.00

ACCOUNT CODE: A1620403

MOTION TO ACCEPT:

(C) ITEM: Cutting Edges

VENDOR: Winter Equipment Company Inc.

AMOUNT: $4500.00

ACCOUNT CODE: DB513055

MOTION TO APPROVE:

AGENDA – MARCH 27, 2013

TO: Town Board

FROM: Jody L. Rogers, Director

DATE: March 22, 2013

RE: ***Staff Appointments - Full time and Part time staff***
Purchase Approvals
Youth Board Member Appointments
Road Closure Permit – Cicero Macker
Disposal of Equipment

STAFF APPOINTMENTS (Full Time)

With the retirement of Tim Richards as Park Labor Crew Leader I would like to recommend the following:

William Alley (7 year employee) to be promoted to the position vacated by Mr. Richards and assumes his responsibilities effective April 8th.

Hire Title: Park Labor Crew Leader
Hire Rate: $22.02/hour
Date Effective: April 8, 2013
Budget Code: A7110.1

To fill the position vacated by William Alley I would like to hire:
Brett Wood, 5315 Jillian Lane, Brewerton
Hire Title: Park Laborer
Hire Date: April 15, 2013
Hire Rate: $15.50/hour Union
Budget Code: B7110.1

STAFF APPOINTMENTS (Part-time)

Recreation Attendants – Fall-Winter-Spring Staff
Tia Mannise, 7629 Thompson Road, N Syracuse
Brianna Shaffer, 6070 Owlwood Dr, Cicero
Samantha Weigner, 6947 Island Road, Cicero

Start Date: April 1, 2013
Rate of Pay: $7.25/hour
Budget Code: B7020.11

PURCHASE APPROVALS

Item: Goose Control Contract at William Park
Vendor: Wild Goose Chasers of CNY
Amount: $2,750
Budget Code: A7150.45

Item: Aerosol field marking for Cicero Youth Soccer
Vendor: Sherwin Williams (CNY Co-op pricing)
Amount: $2,167.20 (from the youth league participant fee)
Budget Code: A7110.40 $129.00
A7110.459CL $154.80
A7110.459CS $1,806.00
A7110.459NL $77.40

Item: Goal posts and padding – Central Park
Vendor: Scholastic Sports Sales, Ltd.
Amount: $4,916.90
Budget Code: A7110.459

YOUTH BOARD MEMBERSHIP APPROVALS

The Greater Cicero Community Connections for Youth Board recommends the following individuals for inclusion on the Youth Board:

Deidre Keefe, CHES, MS. Health Education Specialist
Reach CNY, 1010 James St., Syracuse, NY 13203
term through 12/31/14

Stephanie Parody
8501 Chinkapin Circle, Cicero, NY 13039
term through 12/31/13

ROAD CLOSURE PERMIT

I would request approval to close Hogan Drive for the Cicero Gus Macker Basketball Tournament from Thursday, August 8th 7AM until Sunday, August 11th 7PM.

DISPOSAL OF EQUIPMENT

I would like the Town Board to declare our mobile radios and miscellaneous accessories surplus and allow us to take them to Onondaga County auction.

(13)

Town of Cicero Police Department

INTER OFFICE MEMO

DATE: **March 20, 2013**

TO: **James Corl Jr., Town Supervisor**

FROM: Chief Joseph Snell

RE: Emergency Purchase

CC: Town Board

On March 18, 2013 the #2 back-up battery to the server expired. This places the full load of back-up power to the #1 battery. Replacement is needed ASAP or Battery #1 can potentially fail. The battery has been ordered and will be placed into service ASAP.

The cost to replaced and install is $1,416.50.

A copy of the quote is attached

Chief Joseph Snell

Date

Joe Snell

From: computer-outlet@verizon.net
Sent: Wednesday, March 20, 2013 11:56 AM
To: Joe Snell
Subject: Computer Outlet Cicero Quote #1311
Attachments: 1363794941.pdf

Computer Outlet Cicero

8274 Brewerton Rd.
Cicero NY, 13039
Cicero: 315-698-2464
computer-outlet@verizon.net

QUOTE

Date: 03/20/2013 11:48am
Quote # 1311
Created By: Clark, Jeffrey

Customer : **Town of Cicero**
8236 Brewerton Rd
Cicero, NY 13039
315-699-1414

Contact : JoLee Olszewski

Labor & Materials :

Item	Quantity	Price	Extended
APC Smart-UPS 2200VA 1980W UPS	1.00	1268.00	$1,268.00
Installation & Setup (Estimated)	1.50	99.00	$148.50
		Subtotal	$1,416.50
		0.00% Sales Tax	$0.00
		Total	**$1,416.50**

Quotes are valid for thirty(30) days from the date it was issued. If you would like a copy of our full return and warranty policies please ask one of our technicians. New parts generally have a one(1) year warranty from the time of purchase. Used parts generally have a thirty(30) day warranty from the time of purchase. We accept returns on new equipment within seven(7) days of purchase with a valid receipt. no returns are accepted on used systems.

Thank you for your business!

(14)

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

March 21, 2013

RECEIVED
MAR 22 2013
TOWN OF CICERO
SUPERVISOR'S OFFICE

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

Re: NYSDEC SPDES Permit for Stormwater Discharges from
MS4's Engineering Services for Permit Year March 10, 2012 to March 9, 2013

File: 110.102.012

Dear Board Members:

We are pleased to submit this proposal to render engineering services related to the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Storm Water Discharges From Small Municipal Separate Storm Sewer Systems (MS4's) for Permit Year 2012 (hereinafter called the "Project"). The specific scope of which is set forth in the attached Exhibit "A" entitled, "Scope of Professional Services, MS4 SPDES Permit GP-0-10-002 Year 2012" consisting of Page A-1. We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require.

Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder. If you should request any modifications or changes to the general scope or extent of the Project, the time allowed for performance of our services will be adjusted equitably.

In exchange for performance of our services, you agree to pay us for Basic Services a Lump Sum fee of $6,200.00.

In addition to the Basic Services as set forth in Exhibit "A," we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us on the basis of our hourly billing rates. Reimbursable Expenses incurred by us in connection with all Basic and any Additional Services, which may be requested, will be charged on the basis of actual cost.

The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit "B," "Terms and Conditions (Design Phase)," attached hereto.

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This proposal, together with attached Exhibits A and B constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

If this proposal, together with its governing Terms and Conditions, description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. This proposal will remain open for acceptance until April 30, 2013, unless modified by us in writing.

Very truly yours,

C&S ENGINEERS, INC.

Ronald F. DeTota, II, P.E.
Manager Municipal Services Department

/gmm

Subscribed and sworn to before me

this 21st day of March, 2013.

Susan M Loewer
Notary Public

SUSAN M. LOEWER
Notary Public, State of New York
Qual. in Onon. Co. No. 01LO6040023
My Comm. Exp. April 17, 2014

ACCEPTED THIS _____ DAY OF

_____, 20____

BY: _____
Authorized Representative

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

MS4 SPDES PERMIT GP-0-10-002 YEAR 2012

OWNER: Town of Cicero

ENGINEER: C&S Engineers, Inc.

ENGINEER shall perform the following Basic Services after acceptance of ENGINEER's proposal by OWNER:

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 minimum requirements of Minimum Control Measure 1. It is anticipated that engineering assistance required for this item will generally consist of attendance at and coordination related to the training and informational sessions that are part of this program.

Minimum Control Measure 2. Public Involvement and Participation

1. Assist the Town with the generation and public presentation of the March 10, 2012 – March 9, 2013, Annual Report.

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 needed basis.

Minimum Control Measure 5. Post Construction Storm Water Management

1. Provide assistance with inspection of post construction management practices. For this proposal it is assumed that three days of field investigations will be completed with a representative of the Town.

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

1. Provide assistance with self assessment and modification of the existing operation and maintenance program and best management practices to reduce and prevent pollutant discharges from municipal operations including: Street Maintenance, Winter Road Maintenance, Storm Water System Maintenance, Vehicle and Fleet Maintenance, Park and Open Space Maintenance, Municipal Building Maintenance and Solid Waste Management.

EXHIBIT "B"
TERMS & CONDITIONS (Design Phase)

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

1.01 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in Section 2.01.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

C. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

D. Furnish to Engineer, as required for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01) the following:

1. Data prepared by or services of others including, without limitation, borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials, and equipment;

2. Appropriate professional interpretations of all of the foregoing;

3. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4. Property, boundary, easement, right-of-way, topographic and utility surveys;

5. Property descriptions;

6. Zoning, deed and other land use restrictions; and

7. Other special data or consultations not covered in Section 3.01; all of which Engineer may use and rely upon in performing services under this Agreement.

E. Arrange for access to and make all provisions for Engineer and any necessary equipment to enter upon public and private property as required for Engineer to objectively and independently perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of Engineer.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may

Portions of this document have been taken from EJCDC E-520 Short Form Agreement Between Owner and Engineer for Professional Services
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100% postconsumer

require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

I. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

J. Furnish to Engineer data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services pursuant to paragraphs G through I inclusive) so that Engineer may make the necessary findings to support opinions of probable Total Project Costs.

K. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any constituent of concern or any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.

L. Place and pay for advertisement for Bids in appropriate publications.

M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

N. Furnish, or direct Engineer to provide, Additional Services as stipulated in Section 3.01.

O Except as provided in paragraph N, bear all costs incident to compliance with the requirements of this Section 4.01.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the State of New York without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Onondaga County, New York.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Owner agrees that if Engineer is not employed to provide professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, Engineer will not be respon-

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sible for, and Owner shall indemnify, hold Engineer (and Engineer's professional associates and consultants) harmless, and defend Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Owner or others. Nothing contained in this paragraph shall be construed to release Engineer (or Engineer's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which Engineer has undertaken or assumed under this Agreement.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

D. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

E. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

9.01 Period of Service

A. The specific schedule of services is more specifically described in the letter part of this Agreement or an exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement.

B. The provisions of this Section 9.01 and the various rates of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. If execution of this Agreement and authorization to proceed with the Bidding or Negotiating Phase is delayed beyond the date and time frame established in the letter part of the agreement, or if Engineer's services are delayed or suspended for more than three (3) months by Owner or for reasons beyond Engineer's control, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

C. If Owner has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably.

D. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

10.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

11.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under paragraph 11.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 11.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

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C. This Section 11.01 shall survive any termination or cancellation of this Agreement.

12.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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www.cscos.com

March 22, 2013

RECEIVED
MAR 22 2013
TOWN OF CICERO
SUPERVISOR'S OFFICE

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

Re: Engineering Services - Application to FEMA
Floodplain Mapping Corrections

File: 110.MKT.PRO

Dear Board Members:

We are pleased to submit this proposal to render engineering services for the "Preparation of an application to FEMA for the correction of errors in their floodplain mapping for the Pine Grove Watershed" (hereinafter called the "Project"). The specific scope of which is set forth in the attached Exhibit "A" entitled, "Scope of Professional Services, Preparation of an Application to FEMA for the Correction of Errors in their Floodplain Mapping for the Pine Grove Watershed" consisting of page A-1.

We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder.

In exchange for performance of our services, you agree to pay us for Basic Services a Lump Sum fee of $4,850.00.

In addition to the Basic Services as set forth in Exhibit "A," we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us on the basis of our hourly billing rates. Reimbursable Expenses incurred by us in connection with all Basic and any Additional Services, which may be requested, will be charged on the basis of actual cost.

This proposal, together with attached Exhibit "A" constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

If this proposal, together with its governing description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. This proposal will remain open for acceptance until April 10, 2013, unless modified by us in writing.

Very truly yours,

C&S ENGINEERS, INC.

Ronald F. DeTota, II, P.E.
Manager Municipal Services Department

RFD/gmm

Subscribed and sworn to before me

this 22nd day of MARch, 20 13

Susan Giordano
Notary Public

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

ACCEPTED THIS _____ DAY OF

_____, 20_____

BY: _____
Authorized Representative

EXHIBIT "A"

SCOPE OF PROFESSIONAL SERVICES

PREPARATION OF AN APPLICATION TO FEMA FOR THE CORRECTION OF ERRORS IN THEIR FLOODPLAIN MAPPING FOR THE PINE GROVE WATERSHED

OWNER: Town of Cicero

ENGINEER: C&S Engineers, Inc.

ENGINEER shall perform the following Basic Services after acceptance of ENGINEER's proposal by OWNER:

1. Acquire paper (analog) copy of HEC-2 model from FEMA for the Pine Grove Watershed.

2. Transfer analog HEC-2 information to digital HEC-RAS format.

3. As per FEMA's guidelines, prepare the following models for the Pine Grove Watershed:

   a. Effective Model
   b. Duplicate Effective Model
   c. Corrected Effective Model

4. Submit Letter of Map Revision (LOMR) application to FEMA, with a copy to the Town of Cicero.

   a. As per FEMA's guidance, there is no application or review fee for corrections to a model with an error. Our proposed fee does not include a FEMA application fee.

5. Respond to FEMA's comments.

6. Resubmit revised application.