

Town of Cicero

2015 Town Board Meetings

6:30 pm

January

Friday, January 2, 2015 – Organizational Meeting
Wednesday, January 14, 2015
Wednesday, January 28, 2015

February

Wednesday, February 11, 2015
Wednesday, February 25, 2015

March

Wednesday, March 11, 2015
Wednesday, March 25, 2015

April

Wednesday, April 8, 2015
Wednesday, April 22, 2015

May

Wednesday, May 13, 2015
Wednesday, May 27, 2015

June

Wednesday, June 10, 2015
Wednesday, June 24, 2015

July

Wednesday, July 22, 2015

August

Wednesday, August 26, 2015

September

Wednesday, September 9, 2015
Wednesday, September 23, 2015

October

Wednesday, October 14, 2015
Wednesday, October 28, 2015

November

Wednesday, November 11, 2015 – **No Town Board Meeting – Observance of Veteran's Day**
Wednesday, November 18, 2015

December

Wednesday, December 9, 2015
Wednesday, December 23, 2015

2015

HOLIDAY SCHEDULE

JANUARY 1	THURSDAY	NEW YEAR'S DAY
JANUARY 19	MONDAY	MARTIN LUTHER KING, JR. DAY
FEBRUARY 16	MONDAY	PRESIDENTS' DAY
APRIL 3	FRIDAY	GOOD FRIDAY
MAY 25	MONDAY	MEMORIAL DAY
JULY 3	FRIDAY	IN OBSERVANCE OF INDEPENDENCE DAY
SEPTEMBER 7	MONDAY	LABOR DAY
OCTOBER 12	MONDAY	COLUMBUS DAY
NOVEMBER 11	WEDNESDAY	VETERANS DAY
NOVEMBER 26	THURSDAY	THANKSGIVING DAY
NOVEMBER 27	FRIDAY	IN OBSERVANCE OF THANKSGIVING
DECEMBER 24	THURSDAY	CHRISTMAS EVE
DECEMBER 25	FRIDAY	CHRISTMAS DAY
DECEMBER 31	THURSDAY	1/2 DAY IN OBSERVANCE OF NEW YEAR'S EVE

Town Council
Tim Burtis, Deputy Supervisor
Vern Conway
Mike Becallo
Mark Venesky

Supervisor
Jessica Zambrano
(315) 699-1414

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

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



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

TOWN OF CICERO

COUNTY OF ONONDAGA

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

TOWN OF CICERO ANTI-HARASSMENT

COMMITTEE MEMBERS

Toni'Lyn Brauchle- Chair

David Balcer

Diane Browning

Diane Cellucci

Bill Lawrence

Justin Pettersen

Bonnie Smith

Liaison to the Anti- Harassment Committee: Deputy Supervisor, Tim Burtis

Youth Bureau
Parks and Recreation
(315) 699-5233

Comptroller
(315) 699-2759

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

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

THE
ASSOCIATION OF TOWNS
OF THE
STATE OF NEW YORK

GERALD K. GEIST
Executive Director

KIMBERLY A. SPLAIN
Deputy Director

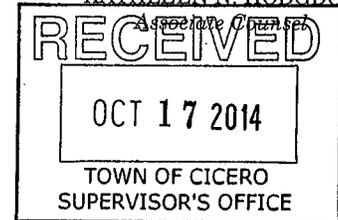
150 State Street
Albany, NY 12207

Telephone
Area Code 518 - 465-7933
Fax # 518 - 465-0724

LORI A. MITHEN-DeMASI
Counsel

SARAH B. BRANCATELLA
Associate Counsel

KATHLEEN N. HODGDON
Associate Counsel



October 15, 2014

Dear Supervisor:

We wrote you this past August as to the amount of the town's dues for your use in budget formulation. There was also an explanation of how these dues were computed. In reviewing our membership records for **2015**, we have noticed that your town has not yet paid its dues. We have enclosed another copy of the town's dues invoice as well as an explanation should this have been an oversight.

There is no doubt that town government continues to be the most responsive, efficient and "closest to the people" provider of services to residents in New York State today. It is, however, continually challenged by critical issues that arise. Such issues are both programmatic and fiscal, and they impact a town's ability to provide services to their residents at a reasonable cost. To deal with such challenges, the Association has added staff and expanded services for its members. Your support of these efforts through membership in the Association is a direct, invaluable benefit to the residents of your town.

One of the ways in which the Association provides assistance is by training town officials, and the most comprehensive effort in this area is our Training School and Annual Meeting. The **2015 Training School and Annual Meeting** will be held at the New York Hilton Midtown, New York City, **February 15-18, 2015**. Under General Municipal Law, §77-b, the actual and necessary expenses of officers and employees of your town attending the Annual Meeting are proper town charges. A registration form has been enclosed along with information on booking your own hotel room and can also be found in your November/December "*Talk of the Towns & Topics*".

We encourage you to register for the meeting and make room reservations online through our Web site: www.nytowns.org by following the links.

You must register with us before booking your room reservation.

On behalf of the entire staff, I promise that we will continue in our efforts to provide updated education training for you and your staff and to represent strongly the views of town government both in Albany and Washington.

Your cooperation in processing your dues voucher will be very much appreciated. Many thanks in advance.

Kindest regards,

Gerald K. Geist
Executive Director

GKG:pak



**THE ASSOCIATION OF TOWNS
of the State of New York**

150 State Street, Albany, New York 12207

"Service and Representation for the 932 Town Governments of New York"

**Gerry K. Geist, Executive Director - PHONE: [518] 465-7933 - FAX: [518] 465-0724
Website and e:mail: WWW.NYTOWNS.ORG**

November 1, 2014

**Town of Cicero
County Of Onondaga**

Annual Town Association Membership Dues for the year beginning
January 1, 2015 as authorized by Article 8 of the Town Law.

Dues: \$1,500.00

These dues are computed from the latest complete information of your
town's "Total Town Revenue" as reported to the Office of the State
Comptroller.

Claimant's Certification

I certify that the above bill is just, true and correct; that no part thereof has been paid except
as stated and that the balance is actually due and owing, and that taxes from which the
municipality is exempt are not included.

**GERRY K. GEIST
Executive Director**

**Association of Towns of the State of New York
Dues Schedule for 2015**

<u>FY2012 Revenues:</u>			<u>FY2015 Dues:</u>
Between:	\$0	and \$149,999	= \$200
Between:	\$150,000	and \$249,999	= \$300
Between:	\$250,000	and \$424,999	= \$400
Between:	\$425,000	and \$799,999	= \$500
Between:	\$800,000	and \$999,999	= \$600
Between:	\$1,000,000	and \$1,249,999	= \$700
Between:	\$1,250,000	and \$1,699,999	= \$800
Between:	\$1,700,000	and \$2,099,999	= \$900
Between:	\$2,100,000	and \$2,699,999	= \$1,000
Between:	\$2,700,000	and \$4,999,999	= \$1,100
Between:	\$5,000,000	and \$7,499,999	= \$1,200
Between:	\$7,500,000	and \$9,999,999	= \$1,350
Between:	\$10,000,000	and \$19,999,999	= \$1,500
Between:	\$20,000,000	and \$49,999,999	= \$1,650
Between:	\$50,000,000	and \$99,999,999	= \$1,800
Over:		\$100,000,000	= \$1,950

Note: Towns for which data is not available from the OSC ("unreported") will be billed the 2014 amount for 2015 dues.

Questions and Answers:

- Q. Why is my dues amount based on FY2012 revenues?
 A. FY2012 revenue data are the latest available from the Office of the State Comptroller
- Q. Why isn't my dues amount the round number listed across from my revenue amount on the schedule?
 A. The dues of any town with less than \$7.5 Million revenue may not increase more than \$99.00 in any one year. An increase "cap" of \$99.00 has been applied in many cases resulting in non-rounded amounts approaching, but not reaching, the new rounded amounts

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of January, 2015, by and between the Town of Cicero (the "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices and a principal place of business at 8236 Brewerton Road, Cicero, NY 13039, party of the first part, and Thomas B. Mafrici, ("Mafrici"), an individual with a mailing address of 8355 U.S. Route 11, Cicero, NY 13039, party of the second part,

WITNESSETH

That the Town and Mafrici, in consideration of the promises and the mutual covenants and agreements contained herein, do hereby mutually agree as follows:

1. The term of this Agreement shall be January 1, 2015 through December 31, 2015.
2. As Historian for the Town, Mafrici shall use his best efforts to preserve the governmental and local records that relate to the history of the Town.
3. For services performed under this Agreement Mafrici shall receive a flat fee from the Town of Cicero, which shall include all expenses, in the amount of \$500.00 (Five Hundred No/100 Dollars) annually, to be paid in two (2) equal installments on or about July 31, 2015 and on or about December 31, 2015.
4. Mafrici is an independent contractor, and shall not be considered an employee or agent for the Town.
5. Mafrici will maintain custody of Town documents, papers, photographs, reproductions, books, pamphlets, maps, letters, diaries, notes, information and all other materials previously or hereafter collected for the purposes of preserving the history of the Town (the "Documents") until such time as Mafrici shall no longer

act as the Historian for the Town, at which time Mafici will promptly return all Documents in good condition to the Cicero Town Clerk.

6. Mafici shall not sell, convey, transfer, give, bequeath or otherwise dispose of the Documents in his custody and shall take adequate precautions and measures to safeguard and protect the Documents.
7. Mafici agrees to indemnify the Town, its officers, agents and employees from any liability imposed upon the Town for the activities of Mafici under this Agreement, arising from the negligence, active or passive, of Mafici.
8. Mafici is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or his right, title or interest under this Agreement.

IN WITNESS WHEREOF, the parties have hereby executed this Agreement as of the day and year first above written.

TOWN OF CICERO

By: _____
Jessica Zambrano, Town Supervisor

Thomas B. Mafici, Town Historian

Attest:

[seal]

[acknowledgments appear on following page]

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this _____ day of _____, 20____, before me, the subscriber, personally appeared Jessica Zambrano, who, being by me duly sworn, deposes and says: That he is the Supervisor of the Town of Cicero (the “Town”), the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Town and that the seal affixed to said Instrument is the seal of the Town that it was so affixed by the order of the Town Board of the Town and that he signed his name thereto by like order;

And on the same day before me personally came and appeared Tracy M. Cosilmon, Clerk of the Town, who, being by me duly sworn, deposes and says: That she is the Clerk of the Town; that she knows the seal of said Town and that the seal affixed to said Instrument is the seal of the Town; that it was affixed by order of the Town Board of the Town; that said Jessica Zambrano is the Supervisor of said Town and that the signature on said Instrument is the signature of said Jessica Zambrano, as Supervisor.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas B. Mafrici, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to be that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

**CUSTODIAL CONTRACT
RICHARD BOISEY**

Location: Cicero Town Hall
8236 Brewerton Road

Materials: Supplied by the Town of Cicero

Town Hall:

Entry foyer/hallway:

1. Sweep and wet mop floors 2x week
2. Clean glass doors 3x

Rugs Vacuumed:

1. Office 3x week minimum
2. Meeting room 2x week minimum
3. Hallways 3x week minimum

Bathrooms:

1. Floors swept and wet mopped 5x week
2. Toilets and sinks disinfected and cleaned 5x week
3. Replenish toiletries as needed
4. Mirrors cleaned daily
5. Spot wash walls/baseboard 2x week
6. Empty trash

Lunchroom:

1. Clean/disinfect sink/table and countertop 5x
2. Sweep floors 5x
3. Wet mop floors 3x minimum
4. Empty trash
5. Clean window sills 2x
6. Replenish paper supplies as needed

Benefits:

The position of custodian is contractual and is not covered by Workers Compensation or Unemployment Insurance.

The custodian is responsible for payment of Federal and NYS Income taxes, social security and Medicare.

The Town will provide a 1099 form annually.

Payment:

The contract for custodial services for the Town of Cicero for the Town Hall will be \$13,673.00 annually. The custodial services for the Young at Heart Senior Center will be \$6,790.00.

Richard Boisey/Custodian Signature

Date

Jessica Zambrano/Town Supervisor

Date

**CUSTODIAN
JOB DESCRIPTION
FOR THE
POLICE & HIGHWAY DEPARTMENT
BLUE SEAL JANITORIAL SERVICE**

**Emptying of all trash containers and then put into dumpster
(new bags replaced when needed)**

Clean three restrooms & mop floors nightly

Dust daily

Clean glass on front door of police department nightly

Wipe down counter in police station

Vacuum nightly and make sure all dispensers are filled

Upstairs in highway garage wipe down sink and clean two tables

Sweep and twice a week mop floors upstairs & office

Offices in highway garage vacuum nightly and sweep

Twice a week mop floor in one office

Benefits:

The position of custodian is contractual and is not covered by Workers Compensation or Unemployment Insurance.

The custodian is responsible for payment of Federal and NYS Income taxes, social security and Medicare.

The Town will provide a 1099 form annually.

Payment:

The contract for custodial services for the Town of Cicero for the Highway Department and Police Department will be \$820.00 monthly.

Imre Uhos/Custodian Signature

Date

Jessica Zambrano/Town Supervisor

Date

INTERMUNICIPAL AGREEMENT FOR DOG CONTROL SERVICES

THIS AGREEMENT IS MADE and entered as of the ____ day of January, 2015, by and between the **TOWN OF CLAY** (hereinafter "CLAY"), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 4401 State Route 31, Clay, New York 13041 and the **TOWN OF CICERO** (hereinafter "Cicero"), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 8236 Brewerton Road, Cicero, New York 13039. and the **VILLAGE OF NORTH SYRACUSE** (hereinafter "North Syracuse"), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 600 South Bay Road, North Syracuse, New York 13212.

WITNESSETH

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

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

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

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

ARTICLE 1. DOG CONTROL SERVICES

Section 1.1. Description of Services: Cicero and North Syracuse shall engage Clay to provide the services of the Cicero Dog Control Officer. Clay shall enforce the dog control laws and regulations of Cicero and North Syracuse per the attached procedure/duties (see Exhibit "B") and perform the duties of a municipal dog control officer in accordance with New York State law and regulation ("Dog Control Services"). Dog Control Services shall be made available for emergency calls twenty-four (24) hours a day, seven (7) days a week.

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

Section 1.3. Dog Control Officer: Clay shall employ an officer or officers who shall perform the duties of the Cicero and North Syracuse Dog Control Officer (the "Dog Control Officer"), upon terms and conditions of employment prescribed by Clay. The individual(s) employed by Clay to perform the services contemplated herein shall not be employees of Cicero or North Syracuse. All expenses relating to the employment of the Dog Control Officer, including

salaries, fringe benefits and administrative support, shall be paid by Clay. Clay shall be responsible for the actions of the Dog Control Officer while performing services within Cicero and North Syracuse pursuant to this Agreement

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

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

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

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

Section 1.8. Coordination and Reports: The Clay Town Clerk's office shall receive all calls regarding Dog Control Services pursuant to this Agreement (see Attachment "A").

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

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

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

ARTICLE 2. COMPENSATION

Section 2.1. Fee for Service: As consideration for Dog Control Services provided by Clay, Cicero agrees to pay Clay the sum of \$75.00 per dog pick up, and North Syracuse agrees to pay Clay the sum of \$50.00 per dog pick up in quarterly installments, payable by the 15th day of the month immediately following the close of a quarter.

Clay shall provide an invoice for each quarterly payment. A late fee of 1.5% percent shall be levied for payments delinquent by sixty (60) days.

ARTICLE 3. TERMINATION

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

ARTICLE 4. GENERAL

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

Town of Clay: Supervisor
 Town of Clay
 3301 State Route 31
 Clay, New York 13041

Town of Cicero: Supervisor
 8236 Brewerton Road
 Cicero, New York 13039

North Syracuse: Mayor
 600 South Bay Road
 North Syracuse, New York 13212

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

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

Section 4.4. Conflict Waiver: The law firm of Germain & Germain has represented and continues to serve as counsel for the Towns of Clay and Cicero. Simultaneous representation of parties with adverse interests by attorneys in the same law firm involves a departure from professional norm, and should not be undertaken by any such party without consideration and express approval. Execution of this document evidences a waiver of potential conflict in the drafting and preparation of the Agreement. The following statements are required disclosure: Under applicable rules of professional conduct, a law firm owes each of its clients a duty of loyalty, which would normally preclude any attorney within the firm from undertaking a representation adverse to any client of the firm without the affected client's informed consent. Other rules generally prohibit a firm from undertaking any representation involving an actual or potential conflict of interest without the informed consent of all affected parties. Such a situation exists whenever a firm represents two clients simultaneously in a situation in which their interests are actually or potentially adverse. The conflict of interest, and the need for informed consent, exist no matter how cordial the business relationship between the two parties currently is, or is anticipated to be, and no matter how non-controversial the Transaction is anticipated to be. The conflict of interest, and the need for informed consent, exist even where different "client teams" within the firm act on behalf of each client and an "ethical screen" is erected between the client teams that prohibits the sharing of either client's confidences with the members of the other client's team. By giving the consent requested in this letter, you are, in effect, waiving that kind of zealous representation of your individual and conflicting interests with respect to the Agreement. It is possible that each, or both of you, might be advised by independent counsel to demand or offer different or more favorable terms and conditions with respect to the contract than we can or will demand or offer. If a dispute should arise in the future between the two of you concerning the Transaction, or any other aspect of your dealings with each other, we believe we would have to withdraw, or would be disqualified, from representing either of you with regard to that dispute or any other relationship you might then have with each other. You would then each have to retain separate counsel, resulting in additional expense and inconvenience, that you might not have incurred had you been separately represented from the outset.

Section 4.5. Severability: In the event that any provision of this Agreement shall be judged invalid, such determination shall apply only to the section, subsection, paragraph, sentence, clause or provision, and the remainder of this Agreement shall be deemed to be valid and effective. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by duly authorized officers or representatives of each of the parties.

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

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

Town of Clay

Town of Cicero

By: _____
Supervisor

By: _____
Supervisor

Village of North Syracuse

By: _____
Mayor

EXHIBIT A

CNY Veterinary Services Animal Kingdom Contract with Town of Clay.

EXHIBIT B

DUTIES AND RESPONSIBILITIES FOR MUNICIPAL DOG CONTROL

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

1. The Clay Dog Control Officer will provide dog control services as regulated by Article 7 of the N.Y. Agriculture and Markets Law, enforcing both State and Local Dog Laws and Ordinances; picking up lost and stray dogs and providing municipal shelter services for them, humanely caring for them until they can be reunited with their owners, adopted to a new home or humanely euthanized if they are not claimed by their owner.
2. When requested by the Cicero or North Syracuse Town Clerk, the Clay Dog Control Officer will assist, in a timely manner, with delinquent dog licenses in determining whether the dog in question is still harbored in the Town of Cicero or the Village of North Syracuse. When necessary, issuing appearance tickets for non-compliance related to licensing and any other violation of State, Town or Village dog related ordinances.
3. All complaints or requests for service within the Town of Cicero or Village of North Syracuse will be directed to the Clay Town Clerk's Office.
4. Upon receipt of the complaint, an employee of the Clay Town Clerk Office will forward the call to a Clay Dog Control Officer or, if unavailable, a County Sheriff Officer, who shall facilitate contact with a Clay Dog Control Officer.
5. When the Clerk's Office is closed, Dog Control calls will be forwarded to a Clay Dog Control Officer or to the County Sheriff's office.
6. A Clay Dog Control Officer will be expected to respond to the following sample list of animal emergencies in Cicero and North Syracuse:
 - a) Stray, unrestrained, homeless, abandoned, unwanted or roaming dogs.
 - b) Barking or nuisance dogs.

- c) If requested, will assist the New York State Police or Onondaga County Sheriff's Office with any complaint involving a dog bite to a human.
- d) Any complaint of a possible rabid dog.
- e) Any complaint of an injured dog that requires immediate medical attention.

Police Department 2015

	Salary	Step
AMYOT, S	\$73,039.00	Sergeant
AREGANO, M	\$66,550.00	7
BALDINI, J	\$73,039.00	Sergeant
BURDICK, MATTHEW	\$42,519.00	1
COTTRELL, J	\$66,550.00	7
FLANSBURG, E	\$44,680.00	2
KAZMIRSKI, J	\$51,860.00	4
LENEKER, D	\$66,550.00	7
LEO, T	\$66,550.00	7
MEYERS, J	\$66,550.00	7
PENNOCK, D	\$66,550.00	7
SERAFIN, M	\$66,550.00	7
SMITH, ASHLEY	\$44,680.00	2
SNELL, JAMES	\$73,039.00	Sergeant

Town of Cicero
1/2/2015
78120

2015

Name			Job Title
Highway Department	Hourly	2088 hrs	
Baldwin, James	\$24.74	51657.12	MEO
Christian, David	\$25.80	53870.40	Labor Crew Leader
Engebretsen, Troy	\$24.74	51657.12	MEO
Ferstler, Peter	\$24.74	51657.12	MEO
Harrington, John	\$24.74	51657.12	MEO
Henderson, William	\$24.74	51657.12	MEO
Hogan, Steven	\$24.74	51657.12	MEO
Ketchum Jr., Ronald	\$24.74	51657.12	MEO
Ladue, Daren	\$24.74	51657.12	MEO
Lauber, David	\$24.74	51657.12	Mech
Larochelle, Steven	\$25.80	53870.40	Labor Crew Leader
Lottermoser, James	\$24.74	51657.12	MEO
Mayers, Joseph	\$24.74	51657.12	MEO
Pettersen, Justin	\$24.74	51657.12	MEO
Prevost, Christopher	\$24.74	51657.12	MEO
Price, Carl	\$24.74	51657.12	Mech
Robbins, Keith	\$24.74	51657.12	MEO
Ross, Joseph	\$24.74	51657.12	MEO
Sherback, Mark	\$24.74	51657.12	MEO
Spenard, Joseph	\$24.74	51657.12	MEO
Taylor, Timothy	\$24.74	51657.12	MEO
Wicks, Terry	\$24.74	51657.12	MEO



Town of Cicero
Teamsters

Name

**2015
Salary**

William Alley	Park Labor Crew Leader	\$	48,196.47
Jennifer Bowers	Clerk	\$	32,734.41
Mike Hogan	Park Laborer	\$	41,146.96
Heida LaLone	Clerk	\$	35,098.44
William Lawrence	Park Laborer	\$	42,573.90
Tonia Mosley	Clerk	\$	35,098.44
Michele Benedict	Justice Clerk	\$	37,994.92
Teresa Luke	Justice Clerk	\$	37,994.92
Steven Procopio	Code Enforcement Officer	\$	47,621.43
Julie Raddell	Rec Supevisor	\$	42,382.22
Brett Wood	Park Laborer	\$	34,076.16
Mary Beth Togni	Real Property Appraiser	\$	43,148.94
Dawn Maurer	Typist I	\$	39,208.88
John Dunham	Deputy Codes Enforcement Officer	\$	39,656.13
David Balcer	Deputy Codes Enforcement Officer	\$	39,565.13

Memo

To: Supervisor, Town Board
From: Richard Hooper and Tracy
Date: November 5, 2014
Subject: Office of Zoning and Planning (Codes) and Supervisor's Office safety and securities lock upgrades
TBM: **January 2, 2015**

Per Richard Hooper's request, please find attached quotes for safety and security to provide lock upgrades in the employee entrance and public entrance to the Office of Zoning and Planning (Codes) and Supervisor's Office. Attached are two quotes and itemize the employee entrance and public entrance upgraded lock system.

Motion to adopt a resolution to approve Bellows Locksmith, with an expenditure not to exceed \$2,891.00 for safety and security to provide lock upgrades in the Office of Zoning and Planning (Codes) and Supervisor's Office.

Motion was seconded by Councilor _____.

Ayes - and Noes - . *Motion carried.*

If you have any questions, please contact me before the Town Board Meeting

January 2, 2015.



Proposal

Page No. 1 of 1 Pages

BELLOWS LOCKSMITH

P.O. Box 137
BALDWINVILLE, NY 13027
(315) 638-0371
Fax (315) 638-7382

PROPOSAL SUBMITTED TO <i>TOWN of Cicero</i>	DATE: <i>12/9/14</i>
ADDRESS:	PHONE:
JOB NAME AND LOCATION <i>Altn. Tracy</i>	ARCHITECT:
<i>fax # 699-6051</i>	JOB PHONE:

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

<i>3 - Sargent electrified lock (\$550.00 ea)</i>	<i>1,650.00</i>
<i>3 - handle (\$43.00 ea)</i>	<i>129.00</i>
<i>3 - handle (\$122.00 ea)</i>	<i>366.00</i>
<i>3 - power supply (\$42.00 ea)</i>	<i>126.00</i>
<i>1 - wire</i>	<i>100.00</i>
<i>1 - service call</i>	<i>40.00</i>
<i>8 HR - labor (\$60.00 HR)</i>	<i>480.00</i>
<i>total</i>	<i>\$ 2,891.00</i>

** Sign - take back if accepted* (Please Reverse Side)

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____)

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: *[Signature]*

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

Signature: _____

TOWN OF CICERO

DEC 10 2014

TOWN CLERK



PROPOSAL

November 5, 2014

Town of Cicero
Richard Hooper
Code Enforcement Office
8236 Brewerton Road
Cicero, NY 13031

The following is our **revised** cost proposal to perform security enhancements at your facility. We have recalculated the work so that both the public and employee entrances will be able to be locked remotely.

CODE ENFORCEMENT OFFICE ENTRANCES:

- Remove the existing Sargent locks and modify the door preps.
- Provide and install (2) Sargent Grade 1 locks with electric locking.
- Cross bore the doors from the center hinge to the lock. Install power transfer hinges and wiring through the doors.
- Install a Securitron DC power supply with battery backup.
- Install a Linear single channel wireless receiver and power supply.
- Install a Securitron PB4L2 wall mounted push button.
- Install power wire from the control equipment to each door.
- Power up and test operation.
- Provide (2) wireless remotes.

Total material and labor = **\$2800.00.**

THEORY OF OPERATION:

This locks are locked when not powered and unlocked by applying power. There will be an alternate action push button with indicator light in the office to switch power.

Normal operation – To unlock the doors, push the button and observe a green LED. To lock the doors at the end of the day, push the button and observe a red LED.

Crisis lockdown – Both doors can be locked instantly by the using the wall switch as above, or pushing the button on either wireless remote.

All equipment will be installed to meet or exceed industry and manufacturer standards, and comply with Life Safety Codes. Don't hesitate to call with any questions that you may have.

Chuck Gladd, CML
Gladd Security Inc
5390 South Bay Rd
Syracuse, NY 13212
315-455-5949
www.gladdsecurity.com

Date: January 2nd, 2015

Highway Department Agenda Items

Move the adoption of a resolution to approve the following:

(A) PURCHASE: 6400 tons salt

VENDOR: American Rock Salt

AMOUNT: \$298,000.00

ACCOUNT CODE: A5142.41

(B) PURCHASE: 53 tons MAC V cold patch

VENDOR: Barrett Paving

AMOUNT: \$5,000.00

ACCOUNT CODE: DB511046

January 14, 2015
AGENDA ITEM

TO: Town Board
Richard Hooper, Director Codes
Robert Germain, Atty.

FROM: Jody L. Rogers

DATE: December 15, 2014

RE: AGENDA

ITEM #1 Skyway Park Project SEQRA

Project: Improvements to ballfields at Skyway Park with DASNY (Dormitory Authority State of New York) Grant \$125,000.

(attached SEQRA)

Move for the adoption of a resolution to approve the following:

SEQRA Negative Declaration: Move, the adoption of a resolution that the application of the Town of Cicero for grant funding from the Dormitory Authority of the State of New York for the Renovation and Improvements to the athletic fields at Skyway Park, 5950 E. Taft Road, North Syracuse is a Type II with a completed Environmental Assessment Form. The proposed funding application and project involves no other permit granting agency outside the Town. The proposed application for funding will not have a significant negative effect upon the environment and does not require the preparation of a Draft Environmental Impact Statement.

ITEM #2 Disposal of 2004 Senior Citizen Bus

Approval to send 2004 Ford Bus to Onondaga County Auction.

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: <i>RENOVATION AND IMPROVEMENTS TO THE ATHLETIC FIELDS AT SLYWAY PARK.</i>			
Project Location (describe, and attach a location map): <i>5950 E. HART RD., N. SYRACUSE, NY 13039 (MAP ATTACHED)</i>			
Brief Description of Proposed Action: <i>CREATION OF A NEW 60' BASEBALL FIELD, RENOVATIONS TO AN EXISTING FIELD TO CREATE AN ADDITIONAL GIRL'S SOFTBALL FIELD AND IF FUNDS AVAILABLE IMPROVEMENTS TO PARKING.</i>			
Name of Applicant or Sponsor: <i>TOWN OF CICERO</i>		Telephone: <i>315-699-5233</i>	
		E-Mail:	
Address: <i>8236 BREWERTON RD.,</i>			
City/PO: <i>CICERO</i>		State: <i>NY</i>	Zip Code: <i>13039</i>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO YES <input type="checkbox"/> <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO YES <input checked="" type="checkbox"/> <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<i>1.25</i> acres	
b. Total acreage to be physically disturbed?		<i>1.25</i> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>11</i> acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <i>AIRPORT/CEMETERY</i> <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
		✓	
b. Consistent with the adopted comprehensive plan?		✓	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
			✓
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
		✓	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
		✓	
b. Are public transportation service(s) available at or near the site of the proposed action?		✓	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?			
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>N/A</u>	NO	YES	
			—
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing potable water: <u>NOT PART OF THIS PROJECT</u>	NO	YES	
		✓	
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing wastewater treatment: <u>NOT PART OF THIS PROJECT</u>	NO	YES	
		✓	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
		✓	
b. Is the proposed action located in an archeological sensitive area?		✓	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
		✓	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		✓	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
		✓	
16. Is the project site located in the 100 year flood plain?	NO	YES	
		✓	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <u>EXISTING FACILITIES</u>	NO	YES	
		✓	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
	✓	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
	✓	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
	✓	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Jody L. Roberts, DIR. P&R</u>	Date: <u>12/15/14</u>	
Signature: <u>Jody L. Roberts</u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

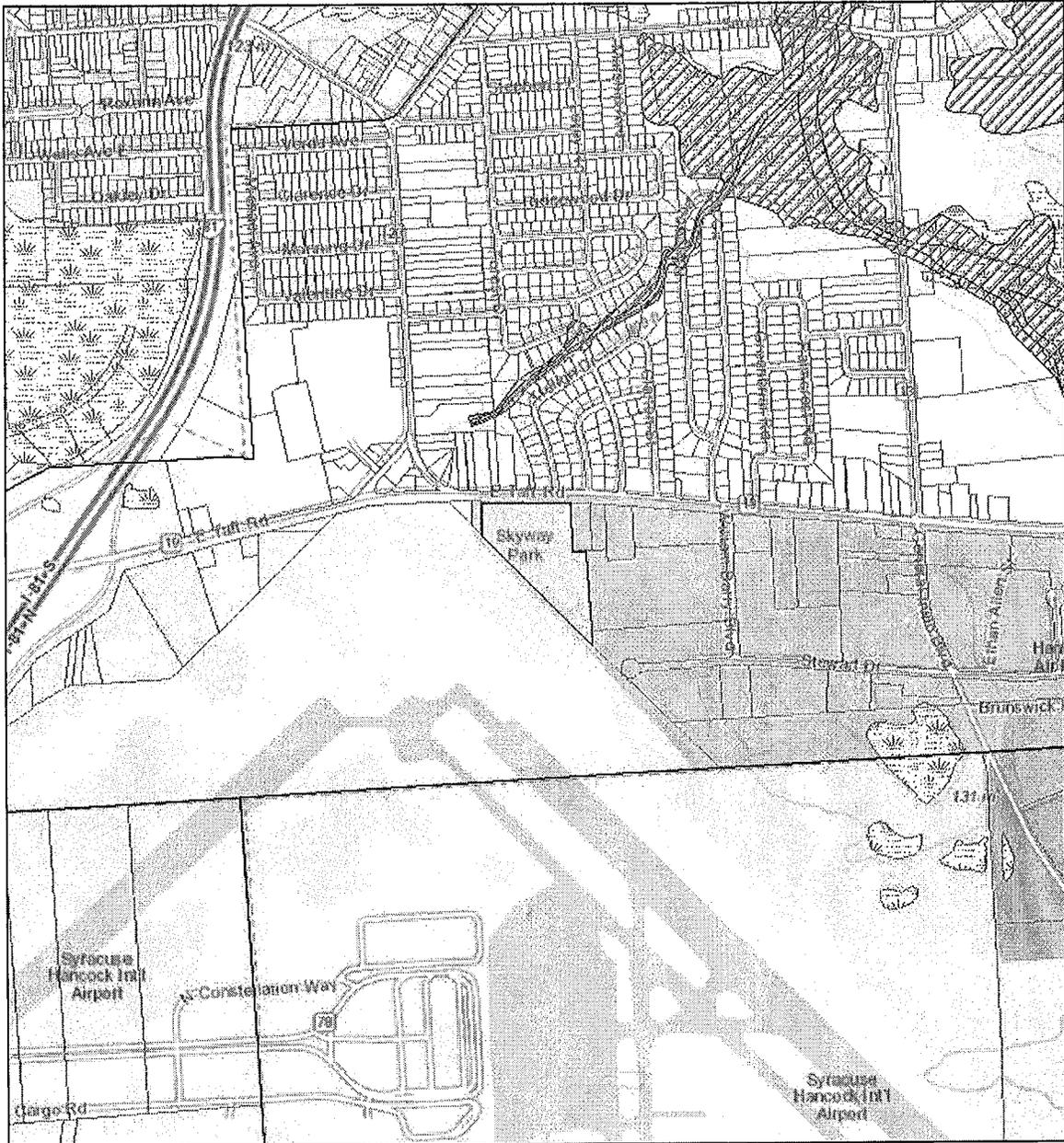
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	✓	
2. Will the proposed action result in a change in the use or intensity of use of land?	✓	
3. Will the proposed action impair the character or quality of the existing community?	✓	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✓	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	✓	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	✓	
7. Will the proposed action impact existing:		
a. public / private water supplies?	✓	
b. public / private wastewater treatment utilities?	✓	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✓	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✓	

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✓	
11. Will the proposed action create a hazard to environmental resources or human health?	✓	

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
<hr/> Name of Lead Agency	<hr/> Date
<hr/> Print or Type Name of Responsible Officer in Lead Agency	<hr/> Title of Responsible Officer
<hr/> Signature of Responsible Officer in Lead Agency	<hr/> Signature of Preparer (if different from Responsible Officer)

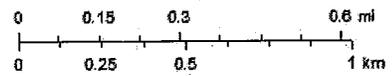
Custom Print



December 11, 2014

- County Boundary
- Municipalities
- Parcels
- Floodplains
- Wetlands

1:18,056



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox India, © OpenStreetMap contributors, and the GIS User Community

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January, 2015, by and between the TOWN BOARD OF THE TOWN OF CICERO, Onondaga County, New York, acting for and on behalf of the SOUTH BAY FIRE DEPARTMENT (hereinafter the "Town") and SOUTH BAY FIRE PROTECTION DISTRICT, Onondaga County, New York (hereinafter called the "District");

WHEREAS, there has been duly established in the said Town of Cicero, a Fire Protection District, known as SOUTH BAY FIRE PROTECTION DISTRICT, embracing part of the territory in said Town, outside of existing incorporated Villages and Fire Districts. Said boundaries are more particularly described on "Exhibit A" attached hereto and labeled accordingly; and

WHEREAS, following a public hearing duly called by the Town, the Town has authorized this contract with the District for fire protection as hereinafter set forth.

NOW THEREFORE, the Town does hereby engage the District to furnish fire protection in such territory in the said South Bay Fire Protection District as herein designated by the Town, and the District agrees to furnish such protection in the manner following:

1. The fire department of the District shall, at all times during the period of this Agreement, be subject to call for attendance upon any fire or emergency occurring in the South Bay Fire Protection District, and when notified by alarm or telephone call from any person within the said Fire Protection District of a fire or emergency the District fire department shall respond and attend upon the fire or emergency without unnecessary delay with suitable equipment and a sufficient number of volunteer firefighters, and upon arriving at the scene of the fire or emergency, shall proceed with diligence in the extinguishments of such fire or render necessary aid appropriate to the emergency.
2. The District fire department shall, at all times during the term of this Agreement, participate in the Onondaga County Mutual Aid program of fire protection.
3. The term of this Agreement is from January 1, 2015 to December 31, 2015.
4. In consideration of furnishing aid and the use of its apparatus as aforesaid, the District shall receive the sum, payable on or before March 1, 2015 of \$317,557.00 for the period January 1, 2015 through and including December 31, 2015. In addition to said contract amount, the Town agrees to pay to the District up to the sum of \$50,000.00, representing the Town's portion of the contribution to the Length of Service Awards Program.
5. Members of the District fire department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement shall have the same rights, privileges and immunities as if performing the same in the District.
6. All monies to be paid under any provision of this Agreement shall be charged upon the said Fire Protection Districts to be assessed and levied upon the taxable property in the Town of Cicero Fire Protection Districts and collected with the Town taxes.

7. The District shall obtain insurance coverage as hereinafter set forth and shall furnish to the Town Certificates of Insurance that such insurance is in effect for the contract period. In addition thereto, the Town shall be named as an additional insured on said policies. The District shall provide Employer's Liability Insurance, including disability benefits as required by law. Comprehensive General Liability, including premises, completed operation, broad form property damage and broad form contractual will be provided for each accident therefrom, as well as adequate provision for property. The policy so provided shall include an endorsement that the Town will be notified by registered mail, 15 business days prior to any changes or cancellation of any policy.

8. The Department agrees to indemnify, defend and hold the Town of Cicero, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from the Town, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of the Department, its officers, directors, agents, employees, volunteers or subcontractors.

9. Notwithstanding anything to the contrary herein, the Town shall have the option to terminate this agreement at the end of any calendar year as specified herein, in the event that the Town creates fire districts, undertakes a consolidation of existing Fire Protection Districts, or undertakes a modification of Fire Protection District boundaries, any of which actions affect the territorial limits of the boundaries of the Brewerton Fire Protection District. The Town shall give at least ninety (90) days' notice of its intent to exercise such option.

10. The South Bay Fire Department, on an annual basis, shall report to the town on their total income and expenses, as itemized, each year. A copy of the I.R.S. form 990 may be provided to satisfy this agreement, when filed with the I.R.S.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN BOARD OF THE TOWN OF CICERO

Acting for and on behalf of the South Bay Fire
Protection District

By: _____
Jessica Zambrano, Supervisor

_____ Town Board

Attest:

Tracy M. Cosilmon, Town Clerk

BOARD OF THE
SOUTH BAY FIRE DEPARTMENT
ONONDAGA COUNTY, NEW YORK

By: _____
Chairman

Members _____

Attest:

Department Secretary

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January, 2015, by and between the TOWN BOARD OF THE TOWN OF CICERO, Onondaga County, New York, acting for and on behalf of the CICERO FIRE DISTRICT (hereinafter the "Town") and BOARD OF COMMISSIONERS of the CICERO FIRE DISTRICT, Onondaga County, New York (hereinafter called the "District");

WHEREAS, there has been duly established in the said Town of Cicero, a Fire Protection District, known as CICERO FIRE PROTECTION DISTRICT, embracing part of the territory in said Town, outside of existing incorporated Villages and Fire Districts. Said boundaries are more particularly described on "Exhibit A" attached hereto and labeled accordingly; and

WHEREAS, following a public hearing duly called by the Town, the Town has authorized this contract with the District for fire protection as hereinafter set forth.

NOW THEREFORE, the Town does hereby engage the District to furnish fire protection in such territory in the said Cicero Fire Protection District as herein designated by the Town, and the District agrees to furnish such protection in the manner following:

1. The fire department of the District shall, at all times during the period of this Agreement, be subject to call for attendance upon any fire or emergency occurring in the Cicero Fire Protection District, and when notified by alarm or telephone call from any person within the said Fire Protection District of a fire or emergency the District fire department shall respond and attend upon the fire or emergency without unnecessary delay with suitable equipment and a sufficient number of volunteer firefighters, and upon arriving at the scene of the fire or emergency, shall proceed with diligence in the extinguishments of such fire or render necessary aid appropriate to the emergency.
2. The District fire department shall, at all times during the term of this Agreement, participate in the Onondaga County Mutual Aid program of fire protection.
3. The term of this Agreement is from January 1, 2015 to December 31, 2015.
4. In consideration of furnishing aid and the use of its apparatus as aforesaid, the District shall receive the sum, payable on or before March 1, 2015 of \$363,989.00 for the period January 1, 2015 through and including December 31, 2015. In addition to said contract amount, the Town agrees to pay to the District up to the sum of \$75,000.00, representing the Town's portion of the contribution to the Length of Service Awards Program.
5. Members of the District fire department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement shall have the same rights, privileges and immunities as if performing the same in the District.
6. All monies to be paid under any provision of this Agreement shall be charged upon the said Cicero Fire Protection District to be assessed and levied upon the taxable property in the Town of Cicero Fire Protection District and collected with the Town taxes.

7. The District shall obtain insurance coverage as hereinafter set forth and shall furnish to the Town Certificates of Insurance that such insurance is in effect for the contract period. In addition thereto, the Town shall be named as an additional insured on said policies. The District shall provide Worker's Compensation and Employer's Liability Insurance, including disability benefits as required by law. Comprehensive General Liability, including premises, completed operation, broad form property damage and broad form contractual will be provided for each accident therefrom, as well as adequate provision for property. The policy so provided shall include an endorsement that the Town will be notified by registered mail, 15 business days prior to any changes or cancellation of any policy.

8. The Department agrees to indemnify, defend and hold the Town of Cicero, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from the Town, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of the Department, its officers, directors, agents, employees, volunteers or subcontractors.

9. Notwithstanding anything to the contrary herein, the Town shall have the option to terminate this agreement at the end of any calendar year as specified herein, in the event that the Town creates fire districts, undertakes a consolidation of existing Fire Protection Districts, or undertakes a modification of Fire Protection District boundaries, any of which actions affect the territorial limits of the boundaries of the Cicero Fire Protection District. The Town shall give at least ninety (90) days' notice of its intent to exercise such option.

10. The Cicero Fire Protection District, on an annual basis, shall report to the town on their total income and expenses, as itemized, each year. A copy of the I.R.S. form 990 may be provided to satisfy this agreement, when filed with the I.R.S.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN BOARD OF THE TOWN OF CICERO

Acting for and on behalf of the Cicero Fire
Protection District

By: _____
Jessica Zambrano, Supervisor

Town Board

Attest:

Tracy M. Cosilmon, Town Clerk

BOARD OF FIRE COMMISSIONERS OF THE
CICERO FIRE DISTRICT
ONONDAGA COUNTY, NEW YORK

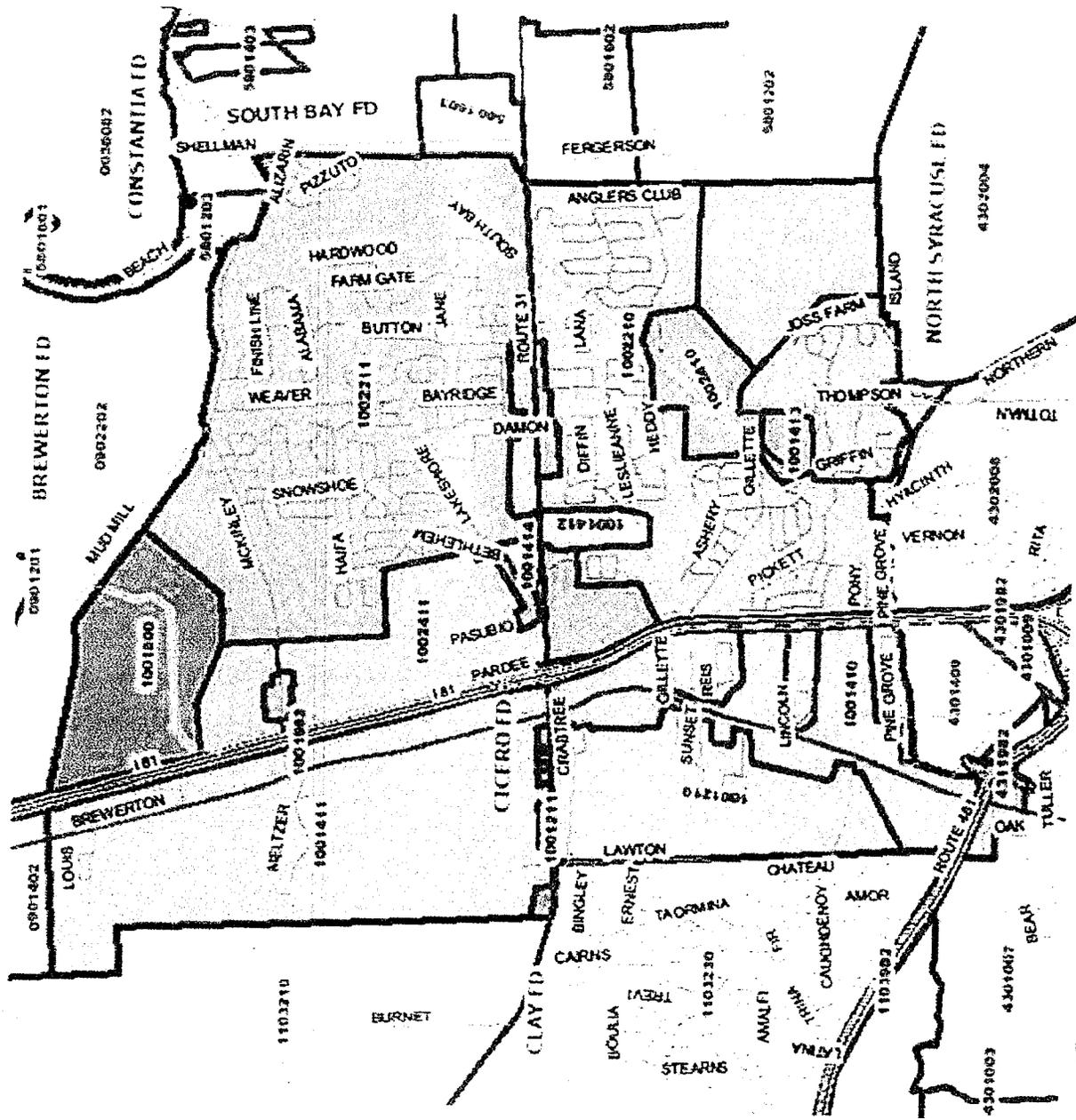
By: _____
Chairman

Members _____

Attest:

Department Secretary

"Exhibit A"
Cicero Fire District



Scale: 0 10 20 30 40 50 60 70 80 90 100 Feet

Disclaimer: The boundaries represented here are for general purposes only. A more exact map may not depict legal street boundaries.

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January, 2015, by and between the TOWN BOARD OF THE TOWN OF CICERO, Onondaga County, New York, acting for and on behalf of the NORTH SYRACUSE FIRE DEPARTMENT (hereinafter the "Town") and NORTH SYRACUSE FIRE PROTECTION DISTRICT, Onondaga County, New York (hereinafter called the "District");

WHEREAS, there has been duly established in the said Town of Cicero, a Fire Protection District, known as NORTH SYRACUSE FIRE PROTECTION DISTRICT, embracing part of the territory in said Town, outside of existing incorporated Villages and Fire Districts. Said boundaries are more particularly described on "Exhibit A" attached hereto and labeled accordingly; and

WHEREAS, following a public hearing duly called by the Town, the Town has authorized this contract with the District for fire protection as hereinafter set forth.

NOW THEREFORE, the Town does hereby engage the District to furnish fire protection in such territory in the said North Syracuse Fire Protection District as herein designated by the Town, and the District agrees to furnish such protection in the manner following:

1. The fire department of the District shall, at all times during the period of this Agreement, be subject to call for attendance upon any fire or emergency occurring in the North Syracuse Fire Protection District, and when notified by alarm or telephone call from any person within the said Fire Protection District of a fire or emergency the District fire department shall respond and attend upon the fire or emergency without unnecessary delay with suitable equipment and a sufficient number of volunteer firefighters, and upon arriving at the scene of the fire or emergency, shall proceed with diligence in the extinguishments of such fire or render necessary aid appropriate to the emergency.
2. The District fire department shall, at all times during the term of this Agreement, participate in the Onondaga County Mutual Aid program of fire protection.
3. The term of this Agreement is from January 1, 2015 to December 31, 2015.
4. In consideration of furnishing aid and the use of its apparatus as aforesaid, the District shall receive the sum, payable on or before March 1, 2015 of \$243,025.00 for the period January 1, 2015 through and including December 31, 2015. In addition to said contract amount, the Town agrees to pay to the District up to the sum of \$25,991.00, representing the Town's portion of the contribution to the Length of Service Awards Program.
5. Members of the District fire department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement shall have the same rights, privileges and immunities as if performing the same in the District.
6. All monies to be paid under any provision of this Agreement shall be charged upon the said Fire Protection Districts to be assessed and levied upon the taxable property in the Town of Cicero Fire Protection Districts and collected with the Town taxes.

7. The District shall obtain insurance coverage as hereinafter set forth and shall furnish to the Town Certificates of Insurance that such insurance is in effect for the contract period. In addition thereto, the Town shall be named as an additional insured on said policies. The District shall provide Employer's Liability Insurance, including disability benefits as required by law. Comprehensive General Liability, including premises, completed operation, broad form property damage and broad form contractual will be provided for each accident therefrom, as well as adequate provision for property. The policy so provided shall include an endorsement that the Town will be notified by registered mail, 15 business days prior to any changes or cancellation of any policy.

8. The Department agrees to indemnify, defend and hold the Town of Cicero, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from the Town, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of the Department, its officers, directors, agents, employees, volunteers or subcontractors.

9. Notwithstanding anything to the contrary herein, the Town shall have the option to terminate this agreement at the end of any calendar year as specified herein, in the event that the Town creates fire districts, undertakes a consolidation of existing Fire Protection Districts, or undertakes a modification of Fire Protection District boundaries, any of which actions affect the territorial limits of the boundaries of the North Syracuse Fire Protection District. The Town shall give at least ninety (90) days' notice of its intent to exercise such option.

10. The North Syracuse Fire Department, on an annual basis, shall report to the town on their total income and expenses, as itemized, each year. A copy of the I.R.S. form 990 may be provided to satisfy this agreement, when filed with the I.R.S.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN BOARD OF THE TOWN OF CICERO

Acting for and on behalf of the North Syracuse Fire Protection District

By: _____
 Jessica Zambrano, Supervisor

 Town Board

Attest:

 Tracy M. Cosilmon, Town Clerk

BOARD OF THE
NORTH SYRACUSE FIRE DEPARTMENT
ONONDAGA COUNTY, NEW YORK

By: _____
Chairman

_____ Members

Attest:

Department Secretary

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January, 2015, by and between the TOWN BOARD OF THE TOWN OF CICERO, Onondaga County, New York, acting for and on behalf of the BREWERTON FIRE DISTRICT (hereinafter the "Town") and BOARD OF COMMISSIONERS of the BREWERTON FIRE DISTRICT, Onondaga County, New York (hereinafter called the "District");

WHEREAS, there has been duly established in the said Town of Cicero, a Fire Protection District, known as BREWERTON FIRE PROTECTION DISTRICT, embracing part of the territory in said Town, outside of existing incorporated Villages and Fire Districts. Said boundaries are more particularly described on "Exhibit A" attached hereto and labeled accordingly; and

WHEREAS, following a public hearing duly called by the Town, the Town has authorized this contract with the District for fire protection as hereinafter set forth.

NOW THEREFORE, the Town does hereby engage the District to furnish fire protection in such territory in the said Brewerton Fire Protection District as herein designated by the Town, and the District agrees to furnish such protection in the manner following:

1. The fire department of the District shall, at all times during the period of this Agreement, be subject to call for attendance upon any fire or emergency occurring in the Brewerton Fire Protection District, and when notified by alarm or telephone call from any person within the said Fire Protection District of a fire or emergency the District fire department shall respond and attend upon the fire or emergency without unnecessary delay with suitable equipment and a sufficient number of volunteer firefighters, and upon arriving at the scene of the fire or emergency, shall proceed with diligence in the extinguishments of such fire or render necessary aid appropriate to the emergency.
2. The District fire department shall, at all times during the term of this Agreement, participate in the Onondaga County Mutual Aid program of fire protection.
3. The term of this Agreement is from January 1, 2015 to December 31, 2015.
4. In consideration of furnishing aid and the use of its apparatus as aforesaid, the District shall receive the sum, payable on or before March 1, 2015 of \$344,892.00 for the period January 1, 2015 through and including December 31, 2015. In addition to said contract amount, the Town agrees to pay to the District up to the sum of \$53,511.00, representing the Town's portion of the contribution to the Length of Service Awards Program.
5. Members of the District fire department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement shall have the same rights, privileges and immunities as if performing the same in the District.
6. All monies to be paid under any provision of this Agreement shall be charged upon the said Brewerton Fire Protection District to be assessed and levied upon the taxable property in the Town of Cicero Fire Protection District and collected with the Town taxes.

7. The District shall obtain insurance coverage as hereinafter set forth and shall furnish to the Town Certificates of Insurance that such insurance is in effect for the contract period. In addition thereto, the Town shall be named as an additional insured on said policies. The District shall provide Worker's Compensation and Employer's Liability Insurance, including disability benefits as required by law. Comprehensive General Liability, including premises, completed operation, broad form property damage and broad form contractual will be provided for each accident therefrom, as well as adequate provision for property. The policy so provided shall include an endorsement that the Town will be notified by registered mail, 15 business days prior to any changes or cancellation of any policy.

8. The Department agrees to indemnify, defend and hold the Town of Cicero, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from the Town, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of the Department, its officers, directors, agents, employees, volunteers or subcontractors.

9. Notwithstanding anything to the contrary herein, the Town shall have the option to terminate this agreement at the end of any calendar year as specified herein, in the event that the Town creates fire districts, undertakes a consolidation of existing Fire Protection Districts, or undertakes a modification of Fire Protection District boundaries, any of which actions affect the territorial limits of the boundaries of the Brewerton Fire Protection District. The Town shall give at least ninety (90) days' notice of its intent to exercise such option.

10. The Brewerton Fire Protection District, on an annual basis, shall report to the town on their total income and expenses, as itemized, each year. A copy of the I.R.S. form 990 may be provided to satisfy this agreement, when filed with the I.R.S.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN BOARD OF THE TOWN OF CICERO

Acting for and on behalf of the Brewerton Fire Protection District

By: _____

Jessica Zambrano, Supervisor

Town Board

Attest:

Tracy M. Cosilmon, Town Clerk

BOARD OF FIRE COMMISSIONERS OF THE
BREWERTON FIRE DISTRICT
ONONDAGA COUNTY, NEW YORK

By: _____
Chairman

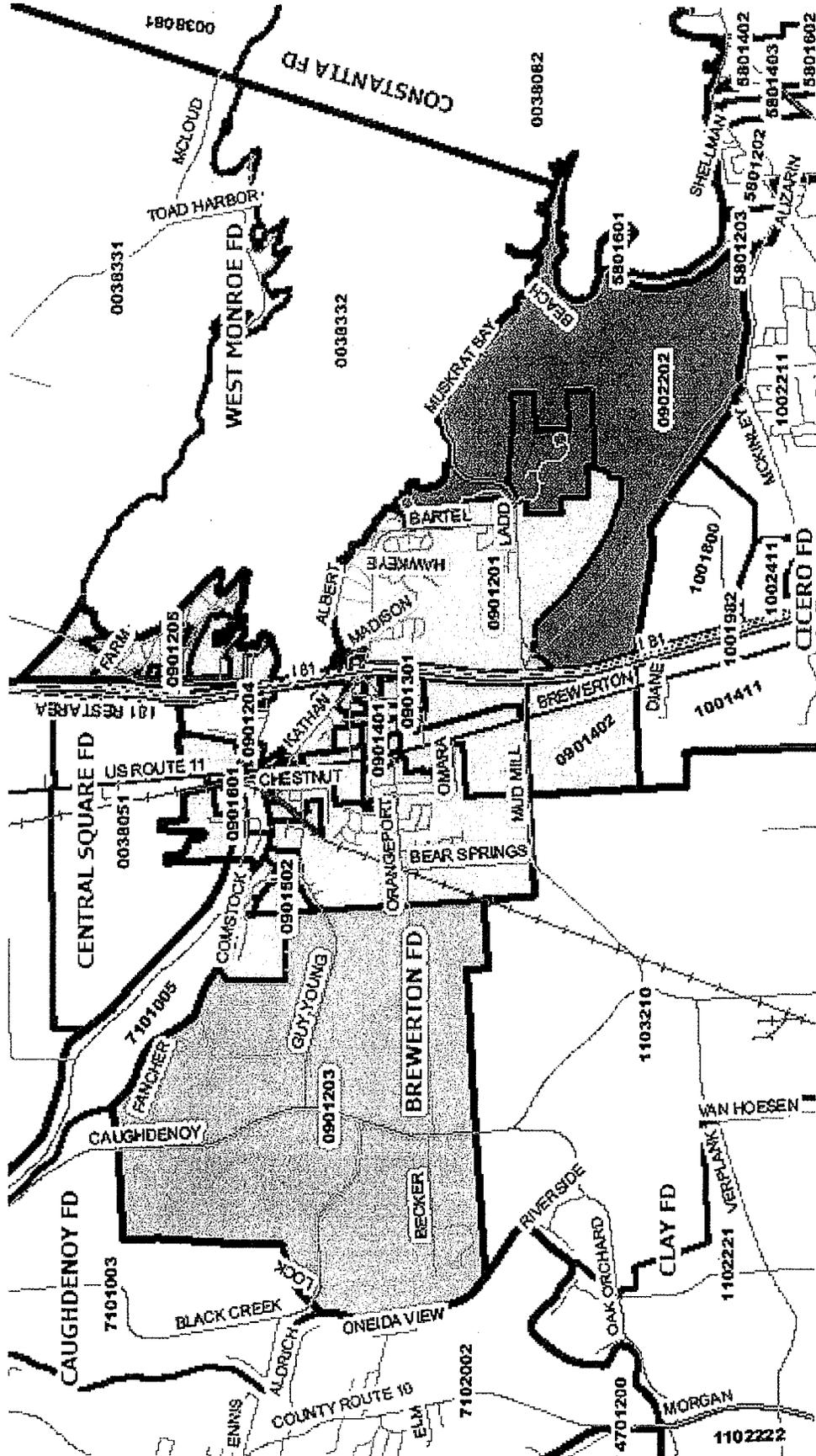
Members

Attest:

Department Secretary

"Exhibit A"

Brewerton Fire District



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Mark E. Dumas, Jr. 755-9108
September 14, 1998



Disclaimer: The boundaries represented here are for subject purposes only. In some areas they may not depict legal district boundaries.



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AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January, 2015, by and between the TOWN BOARD OF THE TOWN OF CICERO, Onondaga County, New York, acting for and on behalf of the BRIDGEPORT FIRE DEPARTMENT (hereinafter the "Town") and BRIDGEPORT FIRE PROTECTION DISTRICT, Onondaga County, New York (hereinafter called the "District");

WHEREAS, there has been duly established in the said Town of Cicero, a Fire Protection District, known as BRIDGEPORT FIRE PROTECTION DISTRICT, embracing part of the territory in said Town, outside of existing incorporated Villages and Fire Districts. Said boundaries are more particularly described on "Exhibit A" attached hereto and labeled accordingly; and

WHEREAS, following a public hearing duly called by the Town, the Town has authorized this contract with the District for fire protection as hereinafter set forth.

NOW THEREFORE, the Town does hereby engage the District to furnish fire protection in such territory in the said Bridgeport Fire Protection District as herein designated by the Town, and the District agrees to furnish such protection in the manner following:

1. The fire department of the District shall, at all times during the period of this Agreement, be subject to call for attendance upon any fire or emergency occurring in the Bridgeport Fire Protection District, and when notified by alarm or telephone call from any person within the said Fire Protection District of a fire or emergency the District fire department shall respond and attend upon the fire or emergency without unnecessary delay with suitable equipment and a sufficient number of volunteer firefighters, and upon arriving at the scene of the fire or emergency, shall proceed with diligence in the extinguishments of such fire or render necessary aid appropriate to the emergency.
2. The District fire department shall, at all times during the term of this Agreement, participate in the Onondaga County Mutual Aid program of fire protection.
3. The term of this Agreement is from January 1, 2015 to December 31, 2015.
4. In consideration of furnishing aid and the use of its apparatus as aforesaid, the District shall receive the sum, payable on or before March 1, 2015 of \$130,000.00 for the period January 1, 2015 through and including December 31, 2015.
5. Members of the District fire department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement shall have the same rights, privileges and immunities as if performing the same in the District.
6. All monies to be paid under any provision of this Agreement shall be charged upon the said Fire Protection Districts to be assessed and levied upon the taxable property in the Town of Cicero Fire Protection Districts and collected with the Town taxes.
7. The District shall obtain insurance coverage as hereinafter set forth and shall furnish to the Town Certificates of Insurance that such insurance is in effect for the contract period. In addition thereto, the Town shall be named as an additional insured on said policies. The District shall

provide Employer's Liability Insurance, including disability benefits as required by law. Comprehensive General Liability, including premises, completed operation, broad form property damage and broad form contractual will be provided for each accident therefrom, as well as adequate provision for property. The policy so provided shall include an endorsement that the Town will be notified by registered mail, 15 business days prior to any changes or cancellation of any policy.

8. The Department agrees to indemnify, defend and hold the Town of Cicero, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from the Town, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of the Department, its officers, directors, agents, employees, volunteers or subcontractors.
9. Notwithstanding anything to the contrary herein, the Town shall have the option to terminate this agreement at the end of any calendar year as specified herein, in the event that the Town creates fire districts, undertakes a consolidation of existing Fire Protection Districts, or undertakes a modification of Fire Protection District boundaries, any of which actions affect the territorial limits of the boundaries of the North Syracuse Fire Protection District. The Town shall give at least ninety (90) days' notice of its intent to exercise such option.
10. The Bridgeport Fire Department, on an annual basis, shall report to the town on their total income and expenses, as itemized, each year. A copy of the I.R.S. form 990 may be provided to satisfy this agreement, when filed with the I.R.S.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN BOARD OF THE TOWN OF CICERO

Acting for and on behalf of the Bridgeport Fire Protection District

By: _____
Jessica Zambrano, Supervisor

Town Board

Attest:

Tracy M. Cosilmon, Town Clerk

BOARD OF THE
BRIDGEPORT FIRE DEPARTMENT
ONONDAGA COUNTY, NEW YORK

By: _____
Chairman

Members

Attest:

Department Secretary

