

**AGENDA**  
**June 11, 2014**

TO: Town Board

FROM: Jody L. Rogers, Director

DATE: June 3, 2014

RE: Agenda Items

**Staff Appointments:**

Position: Lifeguard  
Pay Rate: \$8.75/hour; A7150.1  
Hire names: Robert Hinkey; Tara Farley  
Start Date: June 1, 2014

**Staff Deletions:**

Tyler Lawrence, Jacob Mekker

**Purchase Approval:**

ITEM: Playground Mulch 300 cubic yards for Central Park Playground Project. Mulch is clean, no metal and no chemicals

VENDOR: B & B Lumber

AMOUNT: \$5250

Budget Code: A7110.459

Other Quotes: Clifton Recycling - \$12,000  
Denzak Recreation- Fibar Systems - \$6819 (after discount)

# 6

ROW PROJECT ESTIMATE  
 NEW YORK DEPARTMENT OF TRANSPORTATION  
 REAL ESTATE DIVISION  
 REGION

PIN: 3754.95 SH: Proc. No:  
 Project: Hamlet of Brewerton Revitalization Project

County: Onondaga FPN: City  
 Town Cicero

<input type="checkbox"/> PRELIMINARY <input type="checkbox"/> PROGRAMMING <input checked="" type="checkbox"/> UPDATED <input type="checkbox"/> INTERSTATE			
ITEM	COSTS	LEAD TIME REQUIRED	
		STAFF	CONSULTANT
1) Property Cost, # Properties:	2 \$125,000		
2) Interest: 6% x (#1)	\$7,500		
3) Appraisals	2 \$7,000		
4) Condemnation Factor: 20% x (#1+#2+#3)	\$28,000		
5) Title Search \$450 each	\$1,350		
Under \$5,000 \$450 # Last Owner: 0			
\$5,001 to \$30,000 \$450 # Certificates: 0			
Over \$30,000 \$675 # Abstracts: 2			
6) Certs & Closing Papers	\$2,000		
(\$1,000 per property)	2		
7) Negotiations	\$2,000		
(\$1,000 per property)	2		
8) Court of Claims	\$3,000		
(15% x \$10,000 x # of properties)			
9) Proration of Taxes	\$7,500		
10) Mortgage Prepayment Fees			
11) Demolition Costs, # Bldgs:			
<b>(Line 2a) Subtotal:</b>	<b>\$183,350</b>		
12) Relocation Assistance, # Relocates:			
13) Moving Expenses			
a) Families			
b) Businesses			
c) In lieu of			
d) Re-estab.			
14) Repl. Housing			
a) Housing Supp.			
b) Rent Supp.			
15) Last Resort Housing			
a) Owner			
b) Tenant			
16) Mortgage Int. Diff.			
17) Closing Costs			
<b>(Line 2b) Subtotal:</b>	<b>\$0</b>		
<b>Total:</b>	<b>\$183,350</b>		
Incidentals: #3,5 & 6	\$10,350		
Acquisition: Remainder	\$173,000		
Prepared by:	<i>Betty Eaton</i>		
Checked by:	<i>Sherry Li Stott</i>		

## Jody Rogers

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**From:** John Guariglia <jguariglia@saratogaassociates.com>  
**Sent:** Thursday, June 05, 2014 9:16 AM  
**To:** Jessica Zambrano; Jody Rogers  
**Subject:** Fwd: Emailing: Revised 353c 8\_23\_2013.pdf  
**Attachments:** Revised 353c 8\_23\_2013.pdf

Jessica and Jody -

Just in case you dont have a copy of the property purchase cost estimate, one is attached.

I had asked Doug for a copy yesterday as I wanted to make sure I had most recent one, especially since we experienced the most recent delay.

I am going to ask Doug about payment timeframe.

John

----- Forwarded message -----

**From:** Mills, Doug (DOT) <[Doug.Mills@dot.ny.gov](mailto:Doug.Mills@dot.ny.gov)>  
**Date:** Wed, Jun 4, 2014 at 2:48 PM  
**Subject:** Emailing: Revised 353c 8\_23\_2013.pdf  
**To:** "[JGuariglia@saratogaassociates.com](mailto:JGuariglia@saratogaassociates.com)" <[JGuariglia@saratogaassociates.com](mailto:JGuariglia@saratogaassociates.com)>

John,  
Attached is the latest ROW cost estimate that I have for the two properties.  
Doug  
The message is ready to be sent with the following file or link attachments:

Revised 353c 8\_23\_2013.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

--  
John W. Guariglia, RLA  
Associate Principal

 TDGA ASSOCIATES

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

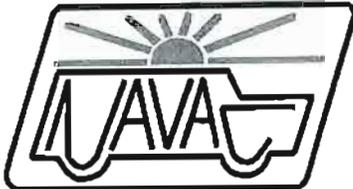
109 South Warren Street, Suite 400  
Syracuse, NY 13202  
T 315 288 4286 ext 3302, F 315 214 7033, C 315 319 1630

[www.tdga.com](http://www.tdga.com)

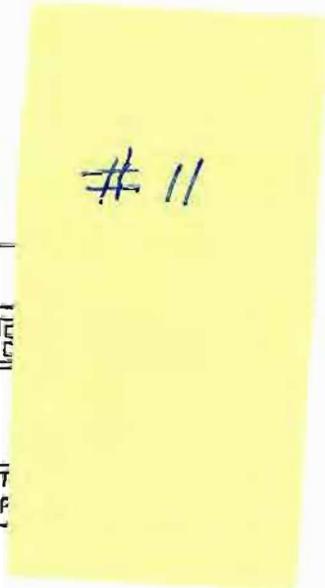
Santiago Associates Landscape Architects, Architects, Engineers, and Planners, P.C.  
 Town of Clove - Brower Non Reimbursement Project  
 Updated 8/23/14

Grant Agency	2512 Community Black Grant - Reimbursement Pass - Chenango County	2011 Community Black Grant - Reimbursement Pass - Chenango County	2009-2009 LUMP Phase II (6/13) - Reimbursement Pass - Department of State	2009-2009 LUMP Phase II (6/13) - US Route 11 - Department of State	2009-2010 LUMP Phase II (1/19) - Reimbursement - Department of State	PHWA - Newford Park and US Route 11 - Department of Transportation	Other Parks EPA Grant - Reimbursement Pass - State Parks
State Available	52,400.00	30,000.00	137,500.00	137,750.00	125,000.00	750,000.00	215,000.00
Comm Match	30,600.00	18,625.00	137,500.00	137,750.00	125,000.00	230,000.00	215,000.00
Total	72,600.00	78,882.50	275,000.00	275,500.00	250,000.00	1,000,000.00	430,000.00
Grant Ending Date	None Committed	Work Completed	12/31/2014 - Confirmed	9/30/2014 - Confirmed	12/31/2014 - Confirmed	Work Scope Only	
	Supplies and Materials 400 LF of mulch Pots (400) Switches (8) Landscape material 200 LF of fencing Soil filling Contractual Services Engineering services and CA	Supplies and Materials Light fixtures (7) Informational signs Benches (4) Contractual Services Engineering services and CA	Supplies and Materials Sod, mulch, shrubs Decorative lighting ADA Compliance Retaining wall Contractual Services Engineering services and CA	Contractual Services Engineering services and CA Publication of brochure Salaries and Other	Contractual Services Engineering services and CA Publication of brochure Salaries and Other	Supplies and Materials Sod, mulch, shrubs Decorative lighting ADA Compliance Retaining wall Contractual Services Engineering services and CA Publication of brochure Salaries and Other	Supplies and Materials Decorative mulch, shrubs and plants Pots Switches Benches Utilities Contractual Services Architectural Administration and CA Salaries and Other Local taxes
	Monthly considerations Community garden Fencing	Monthly considerations International Club	Monthly Considerations In-Cycle services TBD based on final construction equipment	Contractual Services Engineering services and CA Salaries and Other	Contractual Services Engineering services and CA Publication of brochure Salaries and Other	Contractual Services Master Planning and Marketing Salaries and Other Publication of brochure Local Sales Adjustments	
Anticipated Town Match							

Funds Utilized for Completed Phase 1 Construction Activities



**North Area Volunteer Ambulance Corps, Inc.**  
P.O. Box 215  
North Syracuse, NY 13212-0215  
315-458-7514



May 30, 2014

Ms. Jessica Zambrano, Supervisor  
Town of Cicero  
8236 Brewerton Road  
Cicero, NY 13039

Dear Supervisor Zambrano:

I am writing to ask the Town Board to continue our contract whereby the Town funds a small portion of the cost of the emergency medical services that NAVAC provides to your residents.

While our expenses have continued to increase, we are cognizant of the economic environment facing the Town. Therefore, NAVAC would be pleased to receive at least \$28,983.00 which represents the amount granted last year on 3/5/2013.

Thank you in advance for your kind consideration of our request. Should you require any further information, please feel free to contact me.

Sincerely,

Debra L. Gallagher  
Executive Director

cc: file

**AGREEMENT**

THIS AGREEMENT, made this 15 day of JUNE, 2010, between the Town of Cicero, a municipal corporation of the State of New York, located at 8236 N. Main Street, Cicero, NY 13039 (the "Town"), for itself and on behalf of the South Bay Fire Department, and North Area Volunteer Ambulance Corps, Inc., located at 603 North Main Street, North Syracuse, NY 13212 ("NAVAC").

**WITNESSETH**

WHEREAS, NAVAC provides 24-hour emergency ambulance service; and

WHEREAS, NAVAC is certified by the Department of Health of the State of New York and holds such certificates as the State of New York requires to provide emergency ambulance service in a geographic area encompassing 90% of the Town; and

WHEREAS, the Town requires emergency ambulance and emergency first response services; and

WHEREAS, NAVAC currently provides emergency ambulance service to 90% of the Town; and

WHEREAS, NAVAC currently stations a staff member at the South Bay Fire House to provide emergency first response services to the South Bay and Bridgeport areas of the Town; and

WHEREAS, the Town and NAVAC wish to enter into an agreement detailing the method of payment and scope of emergency ambulance and first response services as set forth above; and

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE I - DEFINITIONS**

1. Emergency shall mean those situations where a delay in immediate treatment to the user could be life threatening, when such a delay could cause a serious threat to the well-being of the user, or when so determined by the local emergency medical services system. Emergency shall *not* include transportation to medical facilities or doctors' offices for out-patient treatment or inter-facility transfers.

2. Town shall mean the Town of Cicero and its Town Board as agents for Town residents.

3. User shall mean those Town residents requiring emergency first response service and/or ambulance service who reside within the geographic area of the Town for which NAVAC is certified to provide emergency first response and/or ambulance services by New York State.

4. Service Area shall mean that portion of the Town in which NAVAC is

certified to provide first response and/or emergency ambulance services by New York State and where NAVAC provides mutual aid service.

5. Term. The initial Term of this Agreement shall be from January 1, 2010 and continuing through December 31, 2010, which term automatically renews through December 31 on an annual basis, unless either party shall give notice of election to terminate to the other party at least sixty (60) days before December 31.

## ARTICLE II - SPECIFICATIONS OF SERVICES

6. Services Required: NAVAC shall provide 24-hour emergency ambulance service and shall provide emergency first response service Monday through Friday, from 7 A.M. to 6 P.M. in the Service Area.

7. General Requirements: NAVAC shall be certified by the State of New York and hold such permits as the State of New York may require. NAVAC may enter into agreements under which another certified provider acts as a backup for NAVAC. The hiring of additional parties shall not relieve NAVAC of its responsibilities and duties under this Agreement.

8. Vehicles: NAVAC shall provide vehicles that comply with New York law, rules, and regulations sufficient to comply with this Agreement.

9. Personnel: NAVAC shall provide the administrative personnel required to manage the operation of the service so as to assure a responsible and professional operation. NAVAC shall also provide adequate and competent operating personnel to staff the vehicle as required by these specifications at all times. NAVAC shall staff the vehicle by a New York State certified Emergency Medical Technician, a New York State Critical Care Technician, or a New York State Certified Paramedics at all times.

10. Compliance with Law: NAVAC shall comply with all applicable laws, rules or regulations in relation to such ambulance services.

## ARTICLE III - PRICE

11. Annual Payment Amount: The Town agrees to pay and NAVAC agrees to accept, as full compensation for all services and equipment furnished, and also for all costs and expenses incurred and sustained by reason of the nature of the obligations of NAVAC under this Agreement, or from any unforeseen difficulties encountered in the execution of this Agreement, and for all risks of every description connected with this Agreement, and for faithfully fulfilling the obligations of NAVAC hereunder, the annual amount specified in this Agreement, or the modified annual amount as may be later established in subsequent years pursuant to paragraph 12 below. For the initial term (the 2010 calendar year), the annual amount shall be \$26,522.50.

12. Modifications to Annual Payment Amount: NAVAC may request to modify the annual payment amount set forth in the Agreement for a following year. Such proposed modification shall be provided to the Town by NAVAC no later than August 1 of a current year. The Town shall then approve or deny the proposed modification and

notify NAVAC of its determination no later than September 15 of that same year.

13. Third-Party Payors: NAVAC shall be required to bill all third-party payors of Users transported to a health care facility by NAVAC pursuant to this Agreement in order to reduce the cost of NAVAC's services by obtaining payment from such third-party payors where available. Such third-party payors shall include, but not be limited to, insurers, HMO's, third-party administrators and the like.

14. Payment Procedures: The annual amount to be paid to NAVAC shall be the maximum amount to which NAVAC is entitled, regardless of the number of calls made during a calendar year. The annual lump-sum payment for each Term year shall be made to NAVAC on January 31<sup>st</sup> of the same year. For the initial term (the 2010 calendar year), the annual payment amount, once paid, shall be deemed paid retroactively as of January 31, 2010.

15. Cooperation: NAVAC shall cooperate with the Town in providing information to Users describing the scope of NAVAC's services, responsibilities, billing and payment procedures, and other information as may be required.

16. Inspection: NAVAC shall make its books and records available for inspection by the Town as it pertains to services provided under this Agreement during reasonable hours and upon reasonable notice, except as may otherwise be limited by HIPAA and/or other confidentiality rules and regulations.

#### ARTICLE IV - DEFAULT

17. Default: If NAVAC or the Town fails to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, the Town or NAVAC shall make use of any or all rights or remedies provided herein and as may otherwise be provided by law.

18. Termination: The Town may terminate this Agreement prior to the end of the Term, upon the loss or suspension of NAVAC's ability to deliver the Services, or upon the failure of NAVAC to continuously respond to requests for Services within the Service Area for a period of not less than four (4) weeks, so long as the Town provides NAVAC written notice of the date the Services are no longer to be permitted. NAVAC shall be provided the opportunity to cure such loss, suspension or failure, and shall have three (3) business days from receipt of notice from the Town to provide such Services under the terms of this Agreement. In the event the Town terminates this Agreement due to NAVAC's breach, NAVAC shall be required to pay to the Town a pro-rata share of the annual payment for Services based upon the calendar year to the remaining days of this Agreement, or if the Town has not yet paid NAVAC its annual lump sum payment as provided under this Agreement, the Town shall be required to pay to NAVAC a pro-rata share of the annual payment through the termination date of this Agreement.

#### ARTICLE V - AREA OF SERVICE

19. Area of Service: NAVAC shall provide service under this Agreement to

the service area.

#### **ARTICLE VI - INCLUSION OF TERMS REQUIRED BY LAW**

20. Incorporation: NAVAC and the Town agree that any conditions or provisions which are required to be contained in this Agreement by the laws of the State of New York in order to make this Agreement valid are hereby incorporated herein by reference and as fully and completely as if set forth expressly herein.

#### **ARTICLE VII - INDEMNITY AND INSURANCE**

21. Indemnity: NAVAC shall defend, hold harmless and indemnify the Town against liability for claims, demands, or loss, including reasonable attorneys' fees, payments, actions, recoveries and judgments from the activities or services of NAVAC as provided in this Agreement.

22. Insurance: During the term of this Agreement, NAVAC shall maintain such insurance coverage as set forth in the Insurance Specifications contained in Appendix A. A Certificate of Insurance in a form acceptable to the Town confirming such insurance coverage to the Town shall be provided to the Town before commencement of any services under this Agreement, and at the request of the Town, certified copies of insurance policies shall also be provided. The parties agree that NAVAC's providing of insurance coverage requested shall not constitute or be construed as a pre-indemnification of the Town under any law in relation thereto, as now exists or hereafter may exist, so as to in any way reduce, limit, negate or abridge the obligation of NAVAC to defend, hold harmless, and indemnify the Town or the sum required to indemnify the Town.

#### **ARTICLE VII - GENERAL PROVISIONS**

23. Dispute: In the event of a dispute between the Town and NAVAC regarding compensation for services, the Town shall remit the undisputed portion of the compensation, and the disputed portion shall remain in escrow until the dispute is resolved.

24. Notices: All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

NAVAC  
Christopher Bitner, Ex. Director  
P.O. Box 215  
North Syracuse, NY 13212

Town of Cicero:  
Judy A. Boyke, Supervisor  
8236 South Main Street  
Cicero, NY 13039

*With a copy to:*

Mackenzie Hughes, LLP  
POB 4967, 101 S. Salina St.  
Syracuse, NY 13221  
Attn: Anne Ruffer, Esq.

*With a copy to:*

Gilberti Stinziano Heintz & Smith, P.C.  
555 E. Genesee Street  
Syracuse, NY 13202  
Attn: Anthony P. Rivizzigno, Esq.

25. Savings Clause: If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such provision shall be deemed amended as of the effective date of the amendment to the law.

26. Waiver: No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

27. Headings: Headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

28. Further Assurances: The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

29. Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

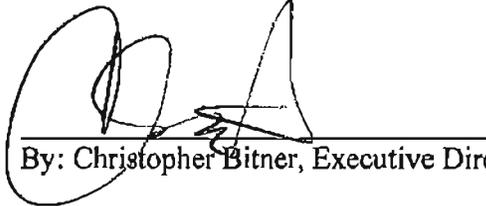
30. Counterparts: This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

31. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Onondaga in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

32. Entire Agreement: This Agreement is the entire Agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior Agreements between the parties.

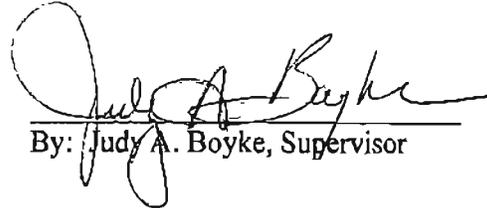
IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals and have executed this Agreement the day and year first above written.

NORTH AREA VOLUNTEER  
AMBULANCE CORPS, INC.



By: Christopher Bitner, Executive Director

TOWN OF CICERO



By: Judy A. Boyke, Supervisor

APPENDIX A

Insurance Specifications

<u>Coverage</u>	<u>Bodily Injury and Property Damage Limits of Liability</u>
1. NAVAC's Public/General Liability Insurance	Combined aggregate of Two Million Dollars, One Million Dollars for each occurrence.
2. Contractual Liability insuring NAVAC*	Combined aggregate of Two Million Dollars, One Million Dollars for each occurrence.
3. Motor Vehicle Liability	Combined aggregate of Two Million Dollars, One Million Dollars for each occurrence.
4. Owners/Protective Liability Insurance** insuring Town of Cicero	Combined aggregate of Two Million Dollars, One Million Dollars for each occurrence.
5. Workers' Compensation, Disability Benefits, and Employers Liability coverage as per New York State statute/law.	

\* As to NAVAC's obligations to hold harmless and indemnify the Town of Cicero as provided in the Agreement.

\*\*Shall cover liability for damages imposed by law on the Town of Cicero with respect to all operations under this Agreement performed by NAVAC and by all sub-contractors.

# 12

# Memo

**To:** Town Board  
**From:** Tracy  
**Date:** May 29, 2014  
**Re:** Town Board Meeting – June 11, 2014



I would like approval from the Town Board to award the sealed bid for replacement of the Town Hall cooling tower with a new air cooled condenser unit for the Cicero Town Hall. I have attached copies of the 4 bids that were received and the Bidder's list, along with the recommendation from the Town's engineer, A copy has also been given to the Town Attorney for review.

**Resolution:**

Councilor \_\_\_\_\_ moved the adoption of a resolution to award the sealed bid for replacement of the Town Hall cooling tower with a new air cooled condenser unit for the Cicero Town Hall to (company name) in the amount of \$ \_\_\_\_\_.

Motion was seconded by Councilor \_\_\_\_\_.

Ayes - \_\_\_\_\_ and Noes – \_\_\_\_\_. Motion carried.

STATE OF NEW YORK  
Onondaga County  
Town of Cicero

SS:

The Cicero Town Clerk received Sealed Bids on May 28<sup>th</sup>, 2014 at 11:00 a.m., at the Cicero Town Hall, 8236 Brewerton Road, Cicero, NY, from individuals who submitted a sealed bid for replacement of the Town Hall cooling tower with a new air cooled condenser unit for the Cicero Town Hall.

<b>BIDDER NAME</b>	<b>TOTAL BID</b>
<b>Davis Mechanical Service, Inc.</b> 6689 E. Collamer Rd. E. Syracuse, NY 13057	\$13,200.00
<b>Airside Technology Corporation</b> 900 Old Liverpool Rd. Suite 17 Liverpool, NY 13088	\$23,200.00
<b>TAG MECHANICAL</b> 4019 New Court Ave. Syracuse, NY 13206	\$32,500.00
<b>Heating &amp; Air Conditioning, Inc.</b> 6820 Elliot Drive E. Syracuse, NY 13057	\$24,968.00

Proof of publication and posting dated May 22, 2014

**DAVIS MECHANICAL SERVICE, INC.**  
6689 Old Collamer Road  
East Syracuse, NY 13057-1218  
Phone: (315) 463-9999

Page No. 1 of 2 pages

**PROPOSAL: CG1801R1**

PHONE: 699-8109

DATE: May 28, 2014

E-MAIL: clerk@ciceronewyork.net

FAX:

CELL:

TO: Town of Cicero  
Town Clerks Office  
8236 S. Main Street  
Cicero, NY 13039-1517  
Attn: Tracy Coslimon

**JOB NAME/LOCATION: Town of Cicero air cooled condenser Bldrs Exchange Project # 2014-0817**

We hereby submit specifications and estimates for:

We are pleased to offer supply and install of new air cooled condenser for the Town of Cicero air conditioning system chiller as follows. We understand this to be a design build project.

1. Provide one Carrier air cooled condenser for this application
2. Disconnect and secure old water tower piping in mechanical room. Cap and seal
3. Remove and dispose of condenser water pump
4. Provide new support(s) for air cooled condenser, to be located near location of old water tower
5. Provide power supply to air cooled condenser using wiring for old tower
6. Provide and install interconnecting refrigerant piping @ approximately 100 linear feet
7. All joints to be silver brazed
8. Provide and install class 2 control wiring

If project being quoted is Capital Improvement, please notify us immediately, proper taxes need to be re-figured into the pricing below.  
Master Card and Visa Acceptable at a plus 2.5% charge

We propose hereby to furnish materials and labor - complete in accordance with the above specifications, for the sum of: See above

Payment to be made as follows: Net 30, plus applicable taxes.

All material is guaranteed to be as specified. All work to be done in a professional manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Chris Geatrakis, President

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

**Acceptance of Proposal:** 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, plus 1.5% service charge per month or any late payments.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**DAVIS MECHANICAL SERVICE, INC.**

6689 Old Collamer Road  
East Syracuse, NY 13057-1218  
Phone: (315) 463-9999

**PROPOSAL: CG1801R1**

PHONE: 699-8109  
E-MAIL: clerk@ciceronewyork.net  
CELL:

DATE: May 28, 2014  
FAX.:

TO: Town of Cicero  
Town Clerks Office  
8236 S. Main Street  
Cicero, NY 13039-1517  
Attn: Tracy Coslimon

**JOB NAME/LOCATION: Town of Cicero air cooled condenser Bldrs Exchange Project # 2014-0817**

We hereby submit specifications and estimates for:

- 9. Leak test, evacuate and charge
- 10. This option eliminates yearly water cooled condenser treatment, filtration and flushing of heat exchanger (condenser side)
- 11. Startup
- 12. Installation as described above for the sum of.....\$ 13,200.00

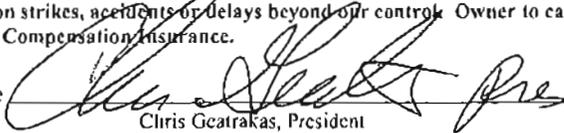
If project being quoted is Capital Improvement, please notify us immediately, proper taxes need to be re-figured into the pricing below.  
Master Card and Visa Acceptable at a plus 2.5% charge

We propose hereby to furnish materials and labor - complete in accordance with the above specifications, for the sum of: See above

Payment to be made as follows: Net 30, plus applicable taxes.

All material is guaranteed to be as specified. All work to be done in a professional manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature



Chris Geatrakas, President

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

Acceptance of Proposal: 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, plus 1.5% service charge per month on any late payments.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

# Proposal

## AIRSIDE TECHNOLOGY

900 OLD LIVERPOOL RD SUITE 17

LIVERPOOL, NY 13088

(315) 451-3297 FAX - (315) 451-3649

Airsidetech.com

May 27, 2014

Summary: QUOTE

Reference #: 2973-101

Due Date: 6/26/2014

Town of Cicero  
Tracy Cosilmon Town Clerk  
8236 Brewerton Road  
Cicero, NY 13039

### Job Name:

New Air Cooled Condenser

### We Hereby Submit Specifications And Estimates For:

Airside Technology is pleased to provide you with the following proposal:

Labor and material to remove your existing cooling tower, install a new air cooled condenser and convert your existing Carrier water cooled chiller to an air cooled chiller as per your RFI and our site visit on May 23rd.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$23,200.00

### Payment to be made as follows:

30 DAYS ALL QUOTES SUBJECT TO APPLICABLE SALES TAX

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized  
Signature



Chris Martin

Acceptance  
Signature

Date

Town of Cicero Bid for Removing Cooling Tower at Town Hall  
and installing a New Air Cooled Condenser

Bid Date May 28, 2014 at 11:00 am

Cicero Town Hall  
8236 Brewerton Road  
Cicero, NY 13039  
315-699-8109

**Scope of Work: Demolition**

1. Drain and remove old worn cooling tower and dispose of off-site.
2. Cut and cap water piping, as necessary.
3. Disable power wiring for tower fan.
4. Remove wire and conduits for disposal off-site.
5. Remove/cap condenser water piping for disposal off-site.
6. Remove/cap domestic water supply to location of water tower. Secure to prevent future freeze-up.
7. Dispose of water tower, piping and wiring no longer needed off-site.

**Scope of Work: Installation**

1. Convert chiller to an air cooled unit.
2. Verify ampacity of chiller circuit and circuit breaker as the new air cooled unit may operate at slightly higher head pressure.
3. Install new high pressure safety switch and relief valve consistent with air cooled operation.
4. Provide new Carrier Air Cooled Condenser Model 09DK-024-S-208/3/60.
5. Provide and install ground mount pad and curbing.
6. New copper piping to interconnect chiller and condenser per installation instructions provided.
7. Provide and install new discharge and liquid line piping.
8. Provide and install new power and control circuits to air cooled condenser as required by NEC and local building codes.
9. Interconnect to existing chiller Carrier 30HWB018-D-521KA.
10. Provide and install supports.
11. Provide and install new liquid line drier.
12. Provide and install new sight glass.
13. All piping to be silver brazed and/or silver soldered per manufacturer's instructions.
14. Purge dry nitrogen during brazing process.
15. Leak check with dry nitrogen and R-22 trace.
16. Evacuate system to 250 microns for 24 hours.
17. Charge by adding refrigerant R-22 as necessary for full charge.
18. Adjust oil charge as needed.
19. Start-up and commission as per Carrier instructions.
20. Properly sized for length of discharge and liquid lines. (piping)

PRICE: \$ 24,968.00

Twenty Four Thousand, Nine Hundred, Sixty Eight & <sup>00</sup>/<sub>100</sub>

 AIR TEMP

Heating & Air Conditioning, Inc.  
6820 Ellicott Drive  
East Syracuse, NY 13057



4019 New Court Avenue  
Syracuse NY 13206  
315-463-4455

May 28, 2014

TAG Mechanical Systems will provide the following:

Demolition:

- Drain and remove existing cooling tower and properly dispose of it
- Cut and cap water piping as required
- Remove and disable existing power to the cooling tower
- Remove/cap condenser water piping, dispose as appropriate
- Remove/cap make-up water piping, dispose as appropriate

Installation:

- Remove refrigerant from existing chiller following EPA guidelines and requirements
- Remove existing water cooled condenser from chiller and properly dispose of it
- Verify new electrical requirements for chiller and air-cooled condenser
- Furnish and install new high pressure safety switch and relive valve
  - \*as required to provide a fully functional and operating refrigerant system
- Furnish and install new Carrier air-cooled condenser
- Furnish and install refrigerant pipe, valves, fittings and accessories
- Insulate refrigerant piping per NYS Mechanical and Energy Codes
- Furnish and install new electrical service for chiller and air-cooled condenser
- Evacuate and charge system with R-22
- Check, test and start-up per manufacturer's guidelines
- Rigging
- 1 year limited warranty on parts and workmanship provided by TAG Mechanical Systems,

All of the above for an investment of \$32,500

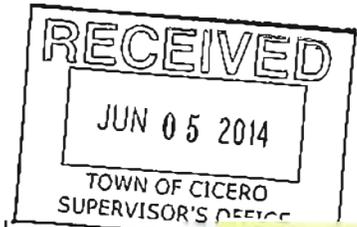
Exclusions: Prevailing wages, performance and payment bonds, local/state/federal taxes

Sincerely,

A handwritten signature in black ink, appearing to read 'Ellis G. Guiles, Jr.', written in a cursive style.

Ellis G Guiles, Jr. P.E., LEED AP, HERS Rater  
Vice President

# Memo



**To:** Supervisor, Town Board, Zoning/Planning, Police  
**From:** Tracy  
**Date:** June 4, 2014  
**Re:** Firework Permit Approval - Lakeshore Yacht & Country Club  
Annual Fireworks Display – July 5, 2014  
**TBM:** June 11, 2014

# 14

Please find attached the Application for request from American Fireworks Display, LLC, Lakeshore Yacht & Country Club held at on Saturday, July 5, 2014 at dusk. I have acquired all the necessary signatures and all the information from the Fireworks Coordinator for American Fireworks Display, LLC. I am in receipt of the Fireworks Permit Fee in the amount of \$75.00.

If you have any questions, please feel free to contact me 699-8109 or [clerk@ciceronewyork.net](mailto:clerk@ciceronewyork.net), before the Town Board Meeting on June 11, 2014.

Thank you

Tracy

TOWN OF CICERO  
APPLICATION FOR FIREWORKS PERMIT  
(SFC. 405.00)

The undersigned American Fireworks Display LLC  
hereby applies for a permit for a public display of fireworks pursuant to Section  
405.00 of the Penal Law and represents as follows:

1. That the Lake Shore Yacht & Country Club is the sponsoring body  
and the said fireworks display

2. That KEVIN J. FRITSCHLER are the names of all the  
persons actually to be in charge of firing the display

3. That the date and time of the day at which the display is to be fired is  
7/5/14 @ dark

4. The exact location planned for the display is  
see diagram - Lake Shore Yacht & Country Club

5. The age, experience and physical characteristics of the persons who are to  
do the discharging of the fireworks are as follows:  
See list attached

6. The number and kind of fireworks to be discharged is as follows:  
Approx 25 Multishot devices and up to 100 2.5" aerial shells (multishot devices will be up to 1.75" diameter) All up to 335 L36 Display fireworks w/ aerial shell effect.

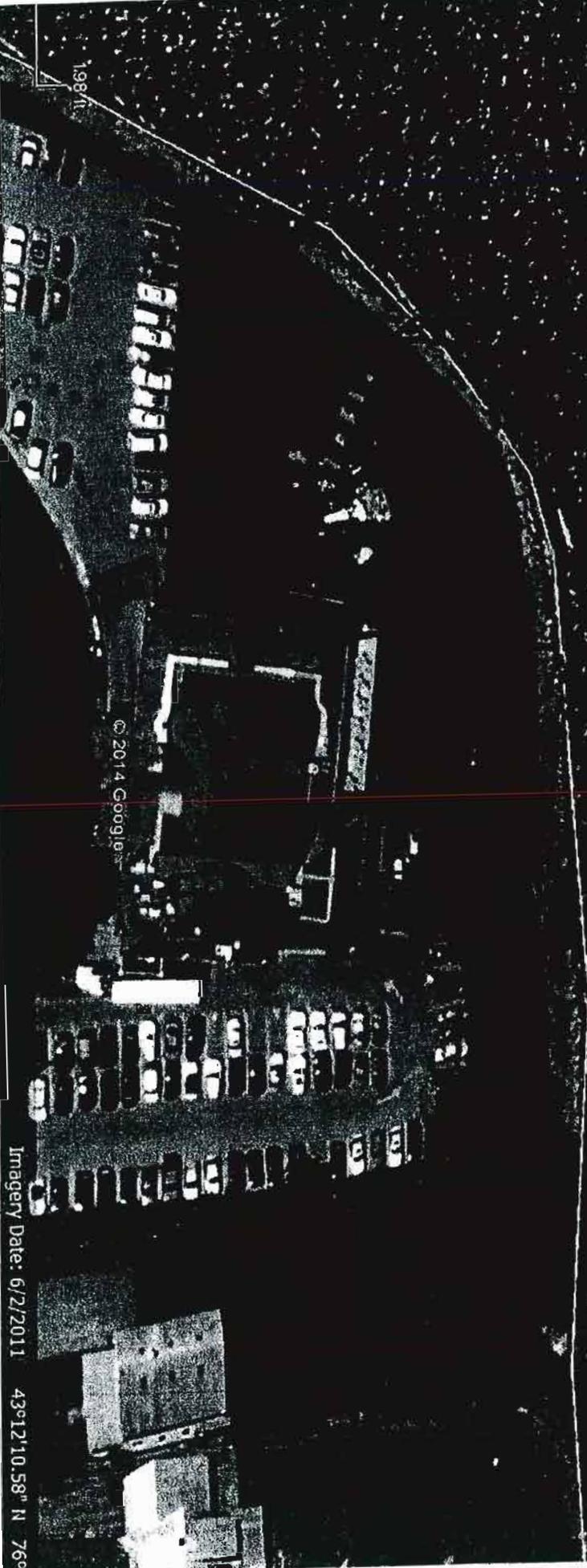
7. The manner and place of storage of such fireworks prior to display is:  
NO onsite storage

8. That a diagram of the grounds on which the display is to be held showing  
the point at which the fireworks are to be discharged, the location of all  
buildings, highways and other lines of communication, the lines behind  
which the audience will be restrained and the location of all nearby trees,  
telegraph or telephone lines or all other overhead obstructions is annexed  
hereto and made a part of this application

9. That the applicant agrees to furnish a bond pursuant to Section 405.00  
prior to the issuance of a permit hereunder:

Kevin J. Fritschler

Floating Platform Placement/Fireworks Launch Area



1984

© 2014 Google

Imagery Date: 6/2/2011

43°12'10.58" N 76°0

Date: June 11, 2014

## Highway Department Agenda Items

# 15

Request approval for the following items:

**(A) ITEM: Sweeper repair**

**VENDOR: Joe Johnson Equipment**

**AMOUNT: \$1000.18**

**ACCOUNT CODE: DB513047**

**( B) ITEM: 700 tons Runner Crush**

**VENDOR: TH Kinsella Inc.**

**AMOUNT: \$5,040.00**

**ACCOUNT CODE: DB511042**

**( C) ITEM: 20 ft. Vactor Boom hose**

**VENDOR: JGB Enterprises, Inc.**

**AMOUNT: \$2,196.67**

**ACCOUNT CODE: DB513054**

**(D) ITEM: 380' 21" pipe, bands for Walnut Hill Road Project**

**VENDOR: Crossroads Highway**

**AMOUNT: \$7,000.00**

**ACCOUNT CODE: DB511045**

**(E) ITEM: 5 sets of Carbide Snow Plow blades**

**VENDOR: Steel Sales**

**AMOUNT: \$3,450.00**

**ACCOUNT: DB513055**

**(F) ITEM: 4 Bolsters Springs, 4 Shocks**

**VENDOR: Allied Spring**

**AMOUNT: \$1,510.00**

**ACCOUNT: DB513044**

- c) Town Board will authorize the work with a Town Board resolution after contractor provides evidence of insurance acceptable to the Town.
- d) The property owner's contractor will undertake the work and be paid by property owner directly.
- e) During construction and during the connection to the existing sewer system Town Engineer will observe the work and verify that the restoration is adequately completed.
- f) Deposit for restoration will be returned to the property owner along with unexpended additional engineering costs.

Using either approach a sewer lateral will now be available to the property and a plumber can connect plumbing within the property to the public sewer. Property owner will start to pay the County and Town maintenance charges associated with active use of the public sewer and treatment system.

REQUEST FROM:

Name: Mark Stevenson  
 Address: 6417 Wells dr  
 Phone: 437-1525

LOCATION:

Property Address: 7679 Totman Rd  
 Tax Map #: 055.-02-19.2  
 Owner: Mark Stevenson

STATE OF: New York )  
 COUNTY OF: Onondaga ) ss.:

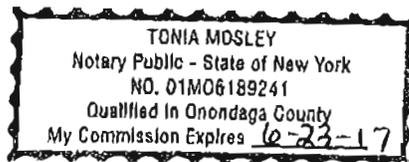
Sworn/affirmed to and subscribed before me on the 19 day of May ~~2012~~ 2014

Printed Name: Mark Stevenson Signature: Mark Stevenson

Notary Public: Tonia Mosley Seal/Stamp: Mark Stevenson

Cc: Town Board, Comptroller, Town Engineer, File

6.12.12/tm



**Town Council**

Jessica Zambrano, Deputy Supervisor

Vern Conway

Lynn Jennings

Tim Burtis

**Receiver of Taxes**

Sharon M. Edick

(315) 699-2756

Fax (315) 699-9562

**Town Clerk**

Tracy M. Coslmon

(315) 699-8109

**Supervisor**

Jim Cori

(315) 699-1414



# TOWN OF CICERO

COUNTY OF ONONDAGA

**Highway Superintendent**

Christopher J. Woznica

(315) 699-2745

Fax (315) 699-2746

**Town Justices**

Doug DeMarche, Jr.

David Bruffett, Jr.

(315) 699-8478

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

## SANITARY SEWER CONNECTION PROCESS AND AGREEMENT

1. Town verifies that sewers are reasonably available for example, across street, in front yard, etcetera, and the property is in an existing sewer district. If needed, the Town Engineer can help with this step and provide the location of the nearest sewer(s) and sewer district information.
2. Property owner pays a fee of \$700 to the Town of Cicero to be deposited in the Cicero sewer maintenance account. **This is a fee. No part of it will be returned.** This fee will cover researching public records, coordination with the property owner, contactor, and Town and construction observation.
3. Next it will be necessary for the property owner to decide which contactor they want to use to undertake the work necessary to extend a sewer lateral to their property.
4. **If the property owner wants to use the Town Contractor, Lan-Co:**
  - a) The Town's engineer will ask Lan-Co for an estimate to undertake the work.
  - b) The full value of this estimated construction cost will need to be deposited with the Town.
  - c) The Town Board will authorize the work with a Town Board resolution.
  - d) Lan-Co will proceed with the work and undertake required restoration and invoice the Town for his work. Town Engineer will observe construction, reviews costs and forward to Town for payment.
  - e) Lan-Co will be paid from the Town's deposit for the construction. Funds not needed will be returned. If unforeseen circumstances cause the work to be more expensive, additional funds will need to be deposited before the lateral will be available for use.
5. **If the property owner wants to use a different contractor, acceptable to the Town:**
  - a) The Town Engineer will estimate the cost for the restoration work.
  - b) The full value of the restoration work and any additional monies required to reimburse the Town for construction observation services will need to be deposited with the Town.

**Youth Bureau**  
Parks and Recreation

**Comptroller**  
(315) 699-2759

**Assessor**  
(315) 699-1410

**Zoning and Planning**  
(315) 699-2201

## Jennifer Boyke

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**From:** Bruce Letts <bletts@cscos.com>  
**Sent:** Friday, June 06, 2014 9:45 AM  
**To:** Jennifer Boyke  
**Cc:** Jessica Zambrano; Tim Burtis; Vern Conway; Mark Venesky; Mike Becallo  
**Subject:** Agenda Item - 7678 Totman Road

For the TBM on 6/11/14:

“Move for the adoption of a resolution that will allow the property located at 7678 Totman Road to install, operate and maintain a new sanitary sewer lateral in an existing Town of Cicero sewer easement located on Totman Road.”



[www.cscos.com](http://www.cscos.com)

**Bruce W. Letts, P.E.**  
Principal Engineer  
C&S Engineers, Inc.  
[bletts@cscos.com](mailto:bletts@cscos.com)  
office: (315) 455-2000  
499 Col. Eileen Collins Blvd., Syracuse, NY 13212

# Memo

**To:** Supervisor, Town Board  
**Date:** June 5, 2014  
**Subject:** Scanner - Zoning and Planning - NYS Archival Grant  
**Re:** TBM: June 11, 2014



We are requesting approval to purchase for a Large Format Scanner and (2) Desktop Scanner not to exceed \$8,500 from Plan & Print. (said monies will be paid via the NYS Archival Grant).

As always, if you have any questions, please contact me.



June 9, 2013

Town of Cicero  
Tracy M. Cosilmon  
8236 Brewerton Road  
Cicero NY 13039

Tracey,

We are pleased to quote a Contex SD 3650, 36-inch color CIS scanner, 1200 x 1200 dpi, 10.0 ips Mono, 1.5 ips Color, Adobe, RGB &,SRGB Colorspace. Includes Scanner Stand w/ Integrated document, basket and Nextimage Scan & Archive software. 12 month warranty Delivery & Installation

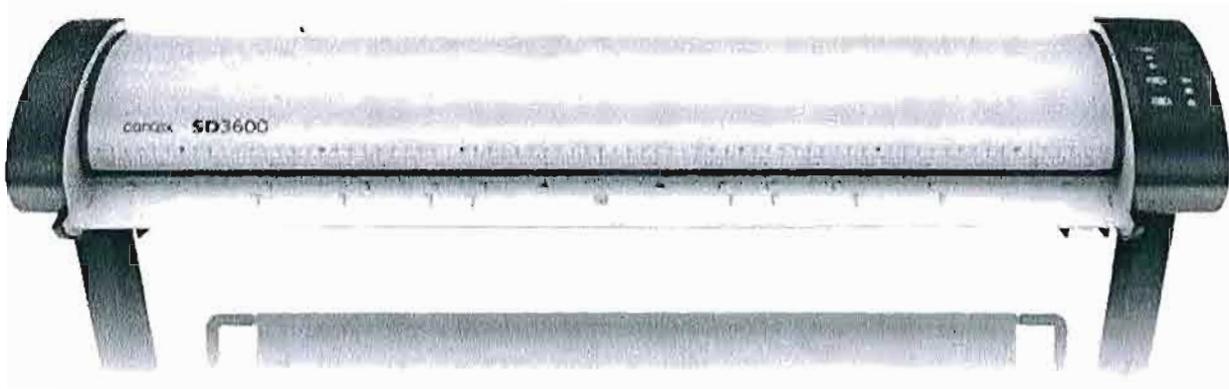
\$ 5,500.00

(2) imageCLASS MF3010 Multifunction Laser Printer, Copy/Print/Scan  
• Print and Copy in black & white at up to 19 ppm

\$ 550.00

Quick First Print provides first print time of approximately 8 seconds  
Advanced Print Modes include Watermark, Toner Saver, Poster and Page Composer  
Up to 9600 dpi (interpolated) color scanning quality  
150-sheet front-loading paper cassette9  
ID Card Copy: easily create copies of your identification cards or other small documents  
Efficient energy saving mode: approximately 1.2 W of energy used  
Single Cartridge System for cost-efficient supplies replenishment  
Canon Generation Green  
Energy Star Qualified  
12 month warranty

John Lipari  
www.planandprint.com



## New Contex 36 inch Wide Color Scanner Model SD 3650

1200 DPI optical resolution

MSRP \$7,270 Current Sale Price... **\$6,520**

### Contex Scanner SD3650 features:

- 36" Max Scan Width
- Optical resolution 1200 dpi
- Maximum resolution 9600 dpi
- 48-bit data capture
- 10" per second in black and white
- 1.5" per second in color @ 200dpi
- USB Connection with xDTR
- Programmable one-touch buttons
- Ideal for scanning Color CAD/GIS drawings

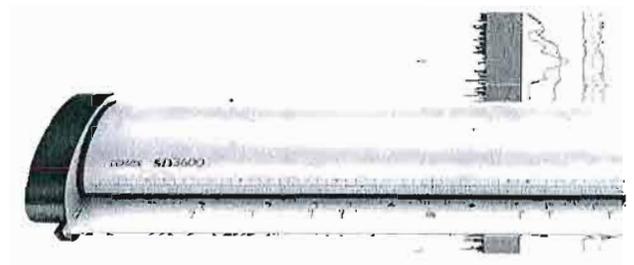
### Town of Cicero, Tracy Cosilmon

*prepared for*

**Prepared by: Ron Howe**

**(518) 669-5191**

**[rhowe@northcoproducts.com](mailto:rhowe@northcoproducts.com)**



### *Includes:*

- Delivery, Installation, Support & Training
- 36 inch Color/B&W Scanner
- Stand
- Next Image Scan & Archive Software
- One-Year On-Site Warranty

Northco, NYS Vendor ID #14-1714064

**NORTHCO** 25  
*Celebrating 25 Years*

12 Walker Way Albany, NY 12205

PHONE: 518-869-6056 - FAX: 888-281-0642 - SERVICE: 888-627-2618  
[www.NorthcoProducts.com](http://www.NorthcoProducts.com)

**contex**  
WHEN IMAGING MATTERS

## Jennifer Boyke

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**From:** Jessica Zambrano  
**Sent:** Friday, June 06, 2014 9:49 AM  
**To:** Jennifer Boyke  
**Subject:** FW: 5552 Bartel Road  
**Attachments:** Memo\_5552\_Bartel\_Rd\_settlement.pdf

# 18

Another agenda item, Jennifer. Thanks. jz

**From:** ROBERT GERMAIN [<mailto:rgerm007@aol.com>]  
**Sent:** Friday, June 06, 2014 8:25 AM  
**To:** Jessica Zambrano; [tburtis@cicero.net](mailto:tburtis@cicero.net); [tburtis@hotmail.com](mailto:tburtis@hotmail.com); [aeroconway@aol.com](mailto:aeroconway@aol.com); [markvenesky@twcny.rr.com](mailto:markvenesky@twcny.rr.com); Mike Becallo; JoLee Olszewski  
**Subject:** Fwd: 5552 Bartel Road

Board: Attached is a quick memo on our other Sun Hotel (5552 Brewerton Road) matter. Brad crafted this resolution based upon the continuing reconstruction of the property. I have a draft Stipulation of Settlement that I will need to sign and file to consolidate and then end the Court proceedings. Pursuant to this agreement, there is no pay-back on behalf of the Town. I believe the agreement represents a positive outcome for the Town, and that continued litigation would result in unnecessarily expending significant costs. Simple resolution for a change. Accordingly, I suggest the following resolution:

**Move, the adoption of a resolution authorizing the Town Attorney to execute a proposed "Stipulation of Settlement" in the tax certiorari matter titled "Sun Hotels Brewerton, LLC v. Town of Cicero, et. al. (Index No.2013EF167-2012-4235) consolidating and dismissing the matters in tax years 2012 and 2013 and correcting the roll going forward for 2014, 2015, and 2016, subject to provisions of RPTL Section 727.**

If you have any questions regarding the matter, please feel free to contact Brad or myself. Thanks.

Robert M. Germain  
[rgerm007@aol.com](mailto:rgerm007@aol.com)

-----Original Message-----

**From:** Brad Brennan <[bbrennan@ciceronewyork.net](mailto:bbrennan@ciceronewyork.net)>  
**To:** Robert Germain ([Rgerm007@aol.com](mailto:Rgerm007@aol.com)) <[Rgerm007@aol.com](mailto:Rgerm007@aol.com)>  
**Sent:** Thu, Jun 5, 2014 2:03 pm  
**Subject:** 5552 Bartel Road

As promised. Let me know if you need more info included in the letter.

Regards,  
Brad



**Assessor's Office**

# Memo

**To:** Robert Germaine, Town Attorney  
**From:** Brad Brennan- Assessor  
**Date:** June 5, 2014

---

Robert, after months of negotiations we were able to craft certiorari settlement, favorable to the town, with Sun Hotels (5552 Bartel Road). I have reviewed and support the stipulation you provided to me. Please present the agreement to the town board for acceptance.

**Stipulation Highlights:**

2012 assessment = \$2,000,000 / Certiorari to be dismissed, no refund

2013 assessment = \$2,000,000 / Certiorari to be dismissed, no refund

2014 assessment = \$2,000,000 / Assessment reduced to \$1,250,000 before tax bills printed, no refund.

2015 through 2016 assessment held at \$1,250,000.



## *Onondaga County Legislature*

**Jim Corl**

**District 3**

6036 State Route 31

Cicero, New York 13039

Legislature: 315-435-2070 Business: 315-699-9585

Email: jcorl1@lwcny.rr.com

## **MEDIA ADVISORY**

### **FOR IMMEDIATE RELEASE**

## County Legislator Jim Corl Announces “Your County in Action” Community Meeting

Legislator Jim Corl (R-Cicero) has organized a community meeting to keep constituents up-to-date on where their tax dollars go and what projects are being done to improve the quality of life we enjoy in Onondaga County. Legislator Corl has asked County Department of Transportation Commissioner, Brian Donnelly, and Deputy Commissioner of Engineering, Mark Premo, and Assistant Director of Veterans Services, Bill Meyer, and County Parks Commissioner, Bill Lansley to attend the meeting to discuss specific projects going on in their respective departments. After their presentations, there will be an opportunity for the public to ask each representative and Legislator Corl questions.

When: Tuesday, June 24, 2014

Time: 6:00 – 7:30 p.m.

Place: Cicero Library (near Twin Rinks)

**CICERO  
RABIES  
CLINIC**



**MONDAY  
JUNE 23<sup>rd</sup>, 2014  
5 - 7 p.m.**

**CICERO HIGHWAY GARAGE  
8236 BREWERTON ROAD  
(ROUTE 11)  
CICERO, NY**

**Please bring past immunization records.  
A \$10.00 donation is appreciated.**

**ANY QUESTIONS, PLEASE CONTACT THE  
TOWN CLERK'S OFFICE AT 699-8109**

**TRACY COSILMON, CICERO TOWN CLERK  
BARBARA CHIARIZIA, DOG CONTROL OFFICER**