

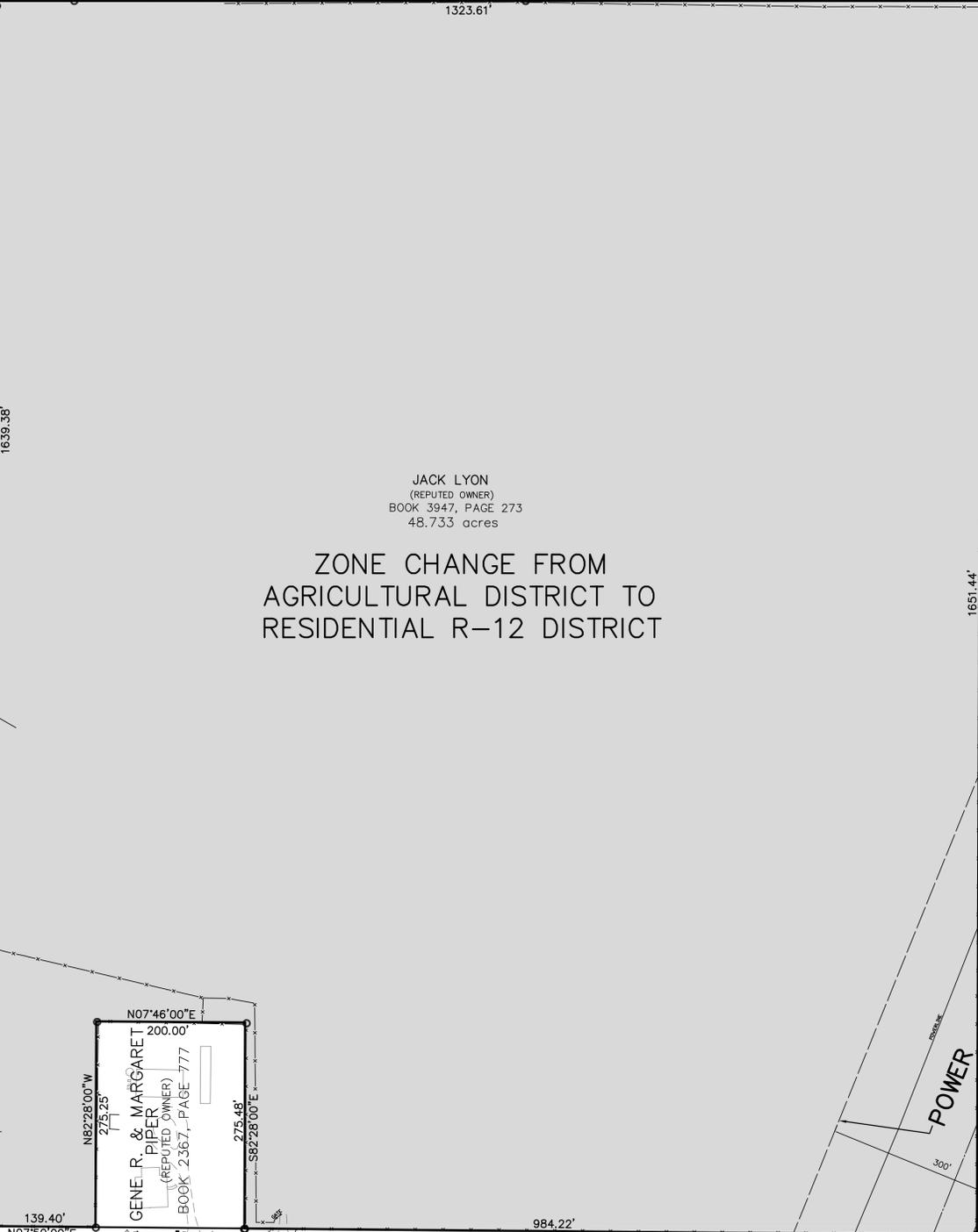
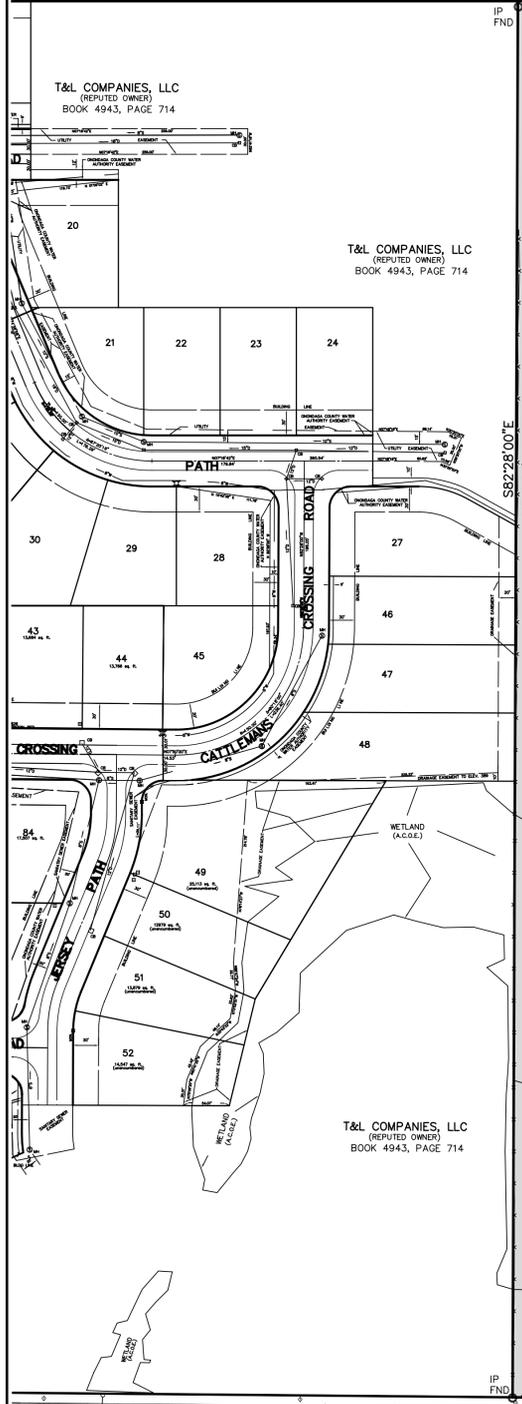
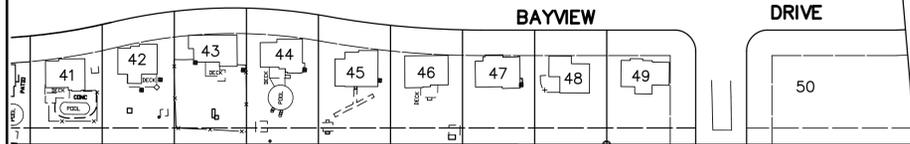
MARINER'S LANDING SECTION NO. 2
 ED: DECEMBER 22, 1992 MAP NO. 7746

MARINER'S LANDING SECTION NO. 3
 FILED: DECEMBER 19, 1994 MAP NO. 8076

MARINER'S LANDING SECTION NO. 4
 FILED: JANUARY 9, 2003 MAP NO. 9558

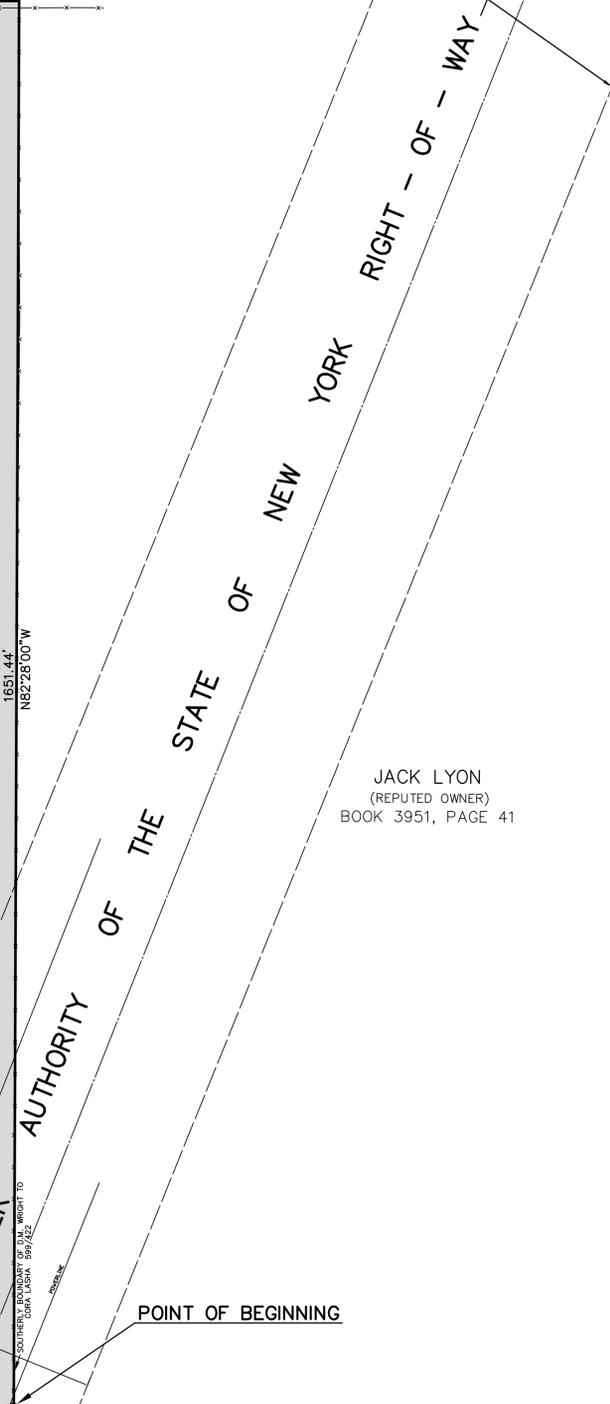
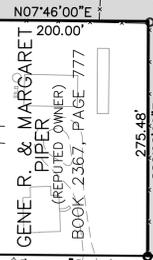
LAKESHORE DEVELOPMENT CORPORATION OF CENTRAL NEW YORK
 (REPUTED OWNER)
 BOOK 4676, PAGE 122

JACK LYON
 (REPUTED OWNER)
 BOOK 3951, PAGE 41

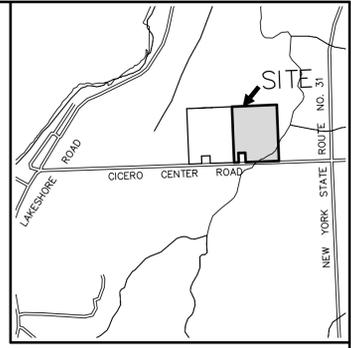


JACK LYON
 (REPUTED OWNER)
 BOOK 3947, PAGE 273
 48.733 acres

**ZONE CHANGE FROM
 AGRICULTURAL DISTRICT TO
 RESIDENTIAL R-12 DISTRICT**



JACK LYON
 (REPUTED OWNER)
 BOOK 3951, PAGE 41



LOCATION PLAN
 Scale: 1" = 2000'

CICERO CENTER ROAD
 (DEWITT-CICERO PT 2 C.R. NO. 14)

NEW YORK STATE ROUTE No. 31

REVISIONS	ZONE CHANGE FROM AGRICULTURAL DISTRICT TO RESIDENTIAL R-12 DISTRICT PART OF LOT NO. 46 TOWN OF CICERO ONONDAGA COUNTY, NEW YORK		
	IANUZI & ROMANS LAND SURVEYING, P.C. 5251 WITZ DRIVE NORTH SYRACUSE, NY 13212 PHONE: (315) 457-7200 FAX: (315) 457-9251	DATE: JANUARY 3, 2013 SCALE: 1" = 100' FILE NO.: 2588.018	

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement is made between Jack Lyon, an individual with an address of _____ (the "Grantor") and the Town of Cicero, New York (the "Grantee").

WHEREAS, the Grantor is the owner in fee simple of certain land in the Town of Cicero being part of Military Lot No. 60 in said Town, and being part of lands conveyed to Jack Lyon by deed recorded in Book 3947 of Deeds at page 275 in the Onondaga County Clerk's Office;

WHEREAS, the land to be restricted by this Easement Agreement (the "Easement Area") is a portion of the land owned by Grantor as set forth above and legally described in Exhibit A attached hereto; and

WHEREAS, the Grantor and the Grantee, for conservation purposes, desire to preserve the open space and the natural ecosystem of the Easement Area and to restrict the use of the Easement Area in accordance with the terms of this Easement Agreement; and

WHEREAS, the Environmental Conservation Law of the State of New York at § 49-0301 declares that environmental resources should be protected, and that the preservation of open spaces and areas in their natural and scenic state is fundamental to assuring balanced growth in the State, preserving recreational opportunities, and maintaining attractive communities;

WHEREAS, the General Municipal Law of the State of New York at § 247 carries into law the declared intent of the Legislature of the State of New York that the rapid growth and spread of urban development is encroaching upon, or eliminating many open areas and spaces of varied size and character, including many having significant scenic or aesthetic value, which areas and spaces, if preserved and maintained in their present open attributes would constitute important physical, social, aesthetic or economic assets to existing or future

Town development; and

WHEREAS, the Grantor and the Grantee recognize the open, scenic, aesthetic and ecological value of the Easement Area and have the common purpose of conserving the natural values of the Easement Area by the conveyance of a conservation easement on, over and across the Easement Area, which shall conserve and protect the natural and undisturbed character of the land, the water quality and flow within the system, and animal, bird and plant population conditions;

NOW, THEREFORE, as an absolute gift for no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, the Grantor, for itself, and its successors and assigns, hereby grants and conveys forever unto the Grantee and its municipal successors and assigns a conservation easement in, on and over the Easement Area subject to the terms, covenants and restrictions expressed herein.

1. The Conservation Easement shall be perpetual and shall run with the land as an interest in the Easement Area enforceable with respect to the Easement Area by or against the parties hereto and their respective personal representatives, heirs, successors in interest, and assigns.
2. The Easement Area shall be maintained in its existing natural state, and no activities shall be conducted on, in or over the Easement Area except those activities expressly authorized herein.
3. There shall be no buildings or structures of any kind erected or located on the Easement Area.
4. There shall be no industrial or commercial activities conducted on the Easement Area.
5. There shall be on or in the Easement Area no filling, excavating, mining or drilling; nor removal of topsoil, sand, gravel, rock, minerals or other materials; nor any building of roads and sewage disposal systems; nor change in the topography of the land, or diversion of any waterways,

except as authorized by the Grantee and permitted under any applicable state and federal law.

6. There shall be no dumping of soil, trash, ashes, garbage, waste, offensive materials, or pollutants on the Easement Area.
7. There shall be no removal, destruction or cutting of trees, shrubs or other vegetation on the Easement Area.
8. There shall be no application by spraying or otherwise of pesticides, fertilizers or any other materials on the Easement Area, except as authorized by the Grantee and permitted under any applicable state and federal law.
9. There shall be no introductions of flora or fauna species, no disturbance of existing species, and no feeding of wild animals on the Easement Area, except as authorized by the Grantee and permitted under any applicable state and federal law.
10. There shall be no residential buildings, structures, or mobile homes or fencing, groins, or gabions placed or maintained on the Easement Area, except as authorized by the Grantee. There shall be no hunting, trapping or removal of animals permitted on the Easement Area.
11. There shall be no use of motorized vehicles on the Easement Area, except as authorized by the Grantee.
12. The Easement Area shall remain at all times in the exclusive possession of the Grantor, its successors in interest, heirs and assigns, and subject to its unqualified right to exclude others there from by any and all lawful means, except as inconsistent with the Grantee's right to access the Easement Area pursuant to this Agreement.
13. Nothing herein shall be construed to prohibit public access with the consent of the Grantor for nonintrusive uses, consistent with the public benefits of a conservation easement. All rights, interest and privileges of the Grantor in the burdened premises not herein specifically donated, granted, transferred and conveyed, remain and reside with the Grantor, its successors in interest, heirs and assigns.
14. The Grantee shall have the right to enforce the terms of this Conservation Easement Agreement, including enforcing this Conservation Easement Agreement against any third parties using the Easement Area. The

Grantee shall have the right to enter the Easement Area at any time without notice for purposes of inspecting the Easement Area and enforcing this Conservation Easement Agreement.

15. The parties agree that monetary damages would not be adequate remedy for breach of any of the terms, conditions and restrictions herein contained. Therefore, in the event that the Grantor or any third party violates or breaches any of such terms, conditions and restrictions herein contained, then the Grantee, its successors in interest or assigns, and the Attorney General of the State of New York may institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violations and to require the restoration of the Easement Area to its prior condition. This provision shall not be construed to make the Grantor responsible for requiring any third parties to abide by the terms of this Conservation Easement Agreement, nor to authorize a suit seeking to require the Grantor to enforce this Conservation Easement Agreement against any third parties.
16. The Conservation Easement created by this Agreement may only be modified or extinguished by an instrument which complies with the requirements of §5-703 of the General Obligations Law and which is subscribed by the Grantee.
17. This easement shall have no effect on existing utilities that benefit the Lyon property.

It is the intention of the parties that the covenants and restrictions created herein, and the burden and benefit thereof, shall run with the land in perpetuity and bind and benefit the successors and assigns of the Grantor and the Grantee.

TO HAVE AND TO HOLD the conservation easement herein granted unto the Town of Cicero and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunto set their hands on the day and year below written.

Jack Lyon, Grantor

TOWN OF CICERO, Grantee

BY:

SIGNED: _____

TITLE: _____

DATE: _____

State of New York)

County of Onondaga)

On the day of February _____, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared **Jack Lyon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity as set forth in the instrument.

Notary Public

State of New York)

County of Onondaga)

On the __ day of February, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity as set forth in the instrument on behalf of the Town of Cicero, New York.

Notary Public

EXHIBIT A

CONSERVATION EASEMENT AREA

LYONS FARM

TOWN OF CICERO

All that tract or parcel of land situate in the Town of Cicero, County of Onondaga and State of New York, being part of Military Lot No. 60 in said Town, being part of lands conveyed by Jack Lyon by deed recorded in Book 3947 of Deeds at page 275 in the Onondaga County Clerk' s Office, bounded and described as follows:

Beginning at a point in the southeasterly boundary of lands conveyed to Lyon, said point being N 72°00' 00" E, a distance of 1562.77 feet, along said southeasterly boundary of lands conveyed to Lyon from its intersection with the northeasterly boundary of N.Y. S. Route No. 31; running thence through said lands conveyed to Lyon the following courses and distances: 1) N 69°22' 59" W, 331.09 feet; 2) N 57°02' 08" W, 175.71 feet; 3) S 46°47' 37" W, 160.00 feet; 4) N 47°06' 08" W, 294.81 feet; 5) N 47°28' 19" E, 339.70 feet; 6) N 43°13' 11" E, 227.08 feet; 7) N 36°50' 23" E, 271.36 feet to the southwesterly boundary of a possible Onondaga County Sanitary Sewer right-of-way; thence S 65°33' 08" E along said southwesterly boundary of a possible Onondaga County Sanitary Sewer right-of-way, 1156 feet, more or less to a point in the westerly bank of Chittenango Creek; thence southerly and southeasterly along said westerly bank of Chittenango Creek, a distance of 173 feet, more or less, to said southeasterly boundary of lands conveyed to Lyon;

thence S 72°00' 00" W along said southeasterly boundary of lands conveyed to Lyon, a distance of 874 feet, more or less, to the point of beginning.

Containing 18.94 acres of land, more or less.

Also

All that tract or parcel of land situate in the Town of Cicero, County of Onondaga and State of New York, being part of Military Lot No. 60 in said Town, being part of lands conveyed by Jack Lyon by deed recorded in Book 3947 of Deeds at page 275 in the Onondaga County Clerk' s Office, bounded and described as follows:

Beginning at the intersection of the northwesterly boundary of said lands conveyed to Lyon with the northeasterly boundary of a Power Authority of the State of New York (PASNY) Permanent Easement as shown on Map No. OC1 907, Parcel No. 909, said point being N 34°33' 20" E, a distance of 1629.19 feet, along said northwesterly boundary of lands conveyed to Lyon from its intersection with said northeasterly boundary of N.Y.S. Route No. 31; running thence N 34°33' 20" E along said northwesterly boundary of lands conveyed to Lyon, a distance of 142 feet, more or less, to the southwesterly bank of Chittenango Creek; thence southeasterly, northeasterly, southeasterly and southerly along the southwesterly, southerly and westerly bank of Chittenango Creek as it winds and turns, a distance of 5194 feet, more or less, to its intersection with said northeasterly boundary of PASNY Permanent Easement; thence N 65°24' 49" W along said northeasterly boundary of PASNY Permanent Easement, a distance of 2833 feet, more or less, to the point of beginning.

Containing 51.11 acres of land, more or less.

2/13/2013

**AGREEMENT FOR THE EXPENDITURE
OF HIGHWAY FUNDS
2013**

AGREEMENT between the Highway Superintendent of the Town of Cicero, Onondaga County, New York, and the undersigned members of the Town Board. Pursuant to the provisions of Section 284 of the Highway Law, we agreed that the moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid (CHIPS) for the repair and improvement of highways, shall be expended as follows:

<u>Project</u>	<u>Length (miles)</u>	<u>Cost</u>
1. Crack sealing roads listed in Appendix "A"	12.58	\$36,000
2. Mill and fill patching as required along the Following roads:		
Lebeau Lane	.23	\$3,000
Jane Lane	.53	\$5,000
Trackside Trail	.22	\$2,000
Sienna Drive	.15	\$2,000
Creekview Drive	.29	\$2,000
Center Street	.06	\$2,000
Arentine Way	.35	\$2,000
Disraeli Path	.11	\$3,000
Valentine Drive	.21	\$5,000
Owlwood Drive	.50	\$4,000
Palm Summit Drive	.43	\$2,000
Longpoint Road	.62	\$15,000
3. Lakeshore Road – starting west of Mapleview Rd., East and south to Rt. 31. Fiber mat and 1.5" top	.85	\$125,000
4. Smith Road – Marsha Ave. to Thompson Rd. Fiber mat and 1.5" top	.41	\$31,000
5. Beach Road – Mud Mill to Marina. 1.5" top	1.07	\$92,000
6. Gulfstream Path – Weaver Rd. to Backstretch Path. 1.5-inch top	.34	\$27,000
7. Guy Young Road – Rt. 11 to railroad tracks. Patching and micropaving.	.30	\$15,000

8.	Orangeport Rd. – Rt. 11 to Town Line. Micropaving.	.90	\$48,000
9.	Torchwood Lane – Rt. 31 to Lakeshore Rd. Fibermat and _____(1½” overlay or Nova Chip)	.50	To Be Determined 50K ±
10.	Appleton Road, 1½” top; and Saffron Court, gutter Removal, limited underdrains and 1½” top.	.17	\$20,000
11.	Hogan Drive North – Eastern 800 feet. Replace cross culverts, install 8” underdrain north side, binder for varying thickness and 1½” top.	.15	\$60,000
12.	Lombardi Drive North, Wedgefield Lane to Isacc Way. Remove gutters and install underdrain material. Add paving as needed.	.26	\$31,000
13.	Wedgefield Lane North, Lakeshore Rd. to Isaac Way. Remove gutters and install underdrain material. Add paving as needed.	.25	\$30,000
14.	Snowshoe Drive South – Lakeshore Rd. to Rollercoaster. Reconstruction with underdrains.	.14	\$50,000
15.	Chestnut Street – Guy Young Rd. and south. Gutter Removal and underdrain with overlay, if time permits.	.48	\$45,000
16.	Isaac Way – Discontinue use as a public road. Leave a paved six foot path.	.05	\$8,000
17.	Weaver Road – Mudmill Rd. to Lakeshore Rd. - Slurry Seal	.83	\$19,000
18.	Schuyler Road – E. Taft Rd. to Town Line	.48	\$11,000
		23.46 miles	\$745,000 (To Be \$800,000)

English Road?

2013 Crack Repair Road List

APPENDIX A

<u>Budget Yr 1</u>	<u>Length</u>	<u>Est Cost</u>
Hogan Dr. S	0.4	\$ 2,278.00
Frontage Rd	0.25	\$ 1,423.00
Circle Dr. E	0.46	\$ 2,619.00
Rally Days Tr.	0.12	\$ 683.00
Kings Hotel Pl.	0.18	\$ 1,025.00
Wrights Hotel Cr.	0.23	\$ 1,309.00
Joss Farm Way	0.69	\$ 3,928.00
Hessler Farm Path	0.29	\$ 1,651.00
Alethean Club Crt	0.14	\$ 798.00
John Gray Dr	0.28	\$ 1,600.00
Eva Circle	0.25	\$ 1,423.00
Nates Ln	0.3	\$ 1,685.00
Lanna Ln	0.13	\$ 756.00
Codys Corner	0.4	\$ 2,278.00
Cicero Stage	0.13	\$ 741.00
Marcus Tullius	0.22	\$ 1,252.00
Asa Eastwood	0.24	\$ 1,366.00
Brookwood Dr.	0.1	\$ 569.00
Dunstan Circle	0.08	\$ 456.00
Eastman Rd 1	0.29	\$ 1,651.00
Factory St.	0.14	\$ 798.00
Crabtree Ln	0.8	\$ 4,554.00
New St.	0.19	\$ 1,104.00
	6.31	\$ 35,947.00

<u>Budget Yr 2</u>	<u>Length</u>	<u>Est Cost</u>
Baldwin Island Way	0.04	\$ 228.00
Steamship Manhattan	0.83	\$ 4,725.00
Emmons Merchantile	0.39	\$ 2,221.00
Albert Dr.	0.24	\$ 1,366.00
Sotherden Rd	0.19	\$ 1,082.00
Shepard Dr.	0.2	\$ 1,139.00
Simpson Rd	0.13	\$ 741.00
Pine Lake Path	0.04	\$ 228.00
Meltzer Crt	0.58	\$ 3,302.00
Knowledge Ln	0.08	\$ 456.00
Rollercoaster Dr N	0.24	\$ 1,366.00
Pinion Dr.	0.09	\$ 513.00
Sitka Dr.	0.15	\$ 855.00
Old Towne Path	0.19	\$ 1,082.00
Lakeshore Rd 1	0.47	\$ 2,730.00
Button Rd.	0.75	\$ 4,269.00
Chalkstone Cr.	0.24	\$ 1,366.00
Monitor Way	0.14	\$ 798.00
Alizarin Ave	0.73	\$ 4,155.00
Owasco Ave	0.23	\$ 1,309.00
Ontario Ave	0.18	\$ 1,046.00
Heidi Ln	0.14	\$ 798.00
	6.27	\$ 35,775.00

Jim

Date: February 27, 2013

Highway Department Agenda Items

Request approval for the following items:

1. Remove Jason LaMacchia, Wayne Alexander, Zachary Hyde, Craig Reles, and Robert Salanger from wingman list and add Lu-anne Squires, Joseph Lisi, Joseph Woznica, Thomas Devine and Brittany Sherback.

(A) ITEM: 18x50 Hydraulic thumb plate, installed

VENDOR: Tracey Road Equipment

AMOUNT: \$5,525.00

ACCOUNT CODE: DB51302

MOTION TO APPROVE:

Vantage Equipment- \$7,237.00

Five Star Equipment- \$5,690.00



FIELD QUOTE

Phone: 315-374-6227
 Fax:
 Email:
 CC# Exp.

Tag No.
4293KW

UR PO #

To:
Wayne Freeman
Town of Cicero Police

Representative	Jim Leathers		
Date	2/15/2013	Project Name:	Wi-Fi Antenna
Ship To:	<input checked="" type="checkbox"/> Same		

CUSTOMER ID#	CUSTOMER PO#	SHIP VIA	PRODUCT	TERMS	TAX%
				Net 30 Days	
Line Item#	QTY	MODEL/PART NO	STOCK NO/DESCRIPTION	UNIT PRICE	EXTENDED
1	1	350104	Antenna, Omni 2.4-2.5 Ghz	\$39.30	\$39.30
2	2	33685	Connector, RF TNC F	\$18.00	\$36.00
3	2	33681	Connector, RF TNC M	\$15.90	\$31.80
4	1	368412	Connector, RF SMA F	\$12.65	\$12.65
5	1	318283	Connector, RF SMA M	\$13.65	\$13.65
6	25		Cable, RF 3/8" Coax	\$1.05	\$26.25
7	1	103024	Mast / Wall Mount	\$29.40	\$29.40
ITEMS BELOW OPTIONAL / TLMR BASE					
8	2	14515	Connector, RF N/M 3/8"	\$26.30	\$52.60
9	1	352144	Jumper, RF	\$26.30	\$26.30
25% Restocking fee on all cancelled orders				MATERIALS TOTAL	\$267.95

LABOR			
UNITS	DESCRIPTION	CHARGES	EXTENDED
1	Replace Wi-Fi antenna and cable.	\$1,056.00	\$1,056.00
1	Relocate TLMR base station.	\$384.00	\$384.00
Special Instructions		Leasing Available	LABOR TOTAL
			\$1,440.00

Shipping charges if applicable will be applied.			TOTAL
SUB TOTAL	FREIGHT	SALES TAX	
\$1,707.95			\$1,707.95

5703 Enterprise Parkway
 East Syracuse, NY 13057
 unitedradio.com

Local: 315.446.7181
 Fax: 315.445.3265
 Toll Free: 800.599.2101
 fieldcomm@unitedradio.com

AGENDA – FEBRUARY 27, 2013

TO: Town Board
FROM: Jody L. Rogers, Director
DATE: February 19, 2013
RE: **Purchase Approvals Items #1-4/Equipment Disposal/Conference Request**

Purchase Approvals:

ITEM #1: Engineering for Community Development Grant 2012 Senior Center Improvements- roofing and parking lot

VENDOR: Maxian and Horst
AMOUNT: \$3,850
Budget Code: A6772.48

Other Quotes:

C & S Engineering \$7,550
Obrien & Gere \$9,500

ITEM #2: Youth Basketball Coordinator

VENDOR: John Haas
AMOUNT: Not to exceed \$3600 (via fees)
Budget Code: B7020.44

ITEM #3: Youth Basketball Coordinator

VENDOR: Gary Dembkowski
AMOUNT: Not to exceed \$3600 (via fees)
Budget Code: B7020.44

ITEM #4: 3 year Leased Copier Machine to replace duplicator

VENDOR: Toshiba Business Solutions
AMOUNT: \$3,938.88 annually
Budget Code: B7020.43

Other Quotes:

Usherwood Office Technology
Eastern Managed Print Network
Ricoh-USA
Advanced Business Systems
Data Flow – suggested but no quote

DISPOSE OF EQUIPMENT:

Also request a resolution to send to County Auction duplicator Priport VT6000 and 3 ink drums (black, green and teal)

CONFERENCE REQUEST:

I would like to approval for Julie Raddell to attend the NYS Farmer's Market Managers Training Conference to be held in Ithaca on March 5th and 7th. She would be using a Town vehicle.

Benefits to the market and to the Town:

- Develop a network of local market managers and farmers to assist with our market in the future.
- Further understand local and state regulations of running a farmers market
- Hear and learn how to overcome common obstacles often met by market managers.
- Learn how to prepare for a potential disaster at the market.
- Understand and learn how to calculate the economic impact of the market to the Cicero area.
- Learn how to build a stronger Market Governing Board.
- Find out about potential sources of funding for the market in the form of grants, partnerships and sponsorships.
- Learn how to recruit volunteers to the market.

AMOUNT: \$290 (\$145 per day)

Budget Code: A7989.4