

Tracy #20



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

August 27, 2013

Cicero Town Board
Town of Cicero, Town Hall
8236 South Main St.
Cicero, NY 13039

Re: Engineering Services – FEMA
North Branch – Pine Grove Brook

File: 110.141.013

Dear Board Members:

Since being authorized, we have been working to correct the floodplain boundary of the North Branch of Pine Grove Brook upstream of South Bay Road. This project got started after we noticed that the effective FEMA mapping shows Route 81 going over South Bay Road near Driver's Village. Clearly, South Bay Road goes over Route 81 and this error resulted in the calculation of much higher floodplain levels than would actually occur. We determined our costs for undertaking this work planning to change only the parts of the model that involved South Bay Road and Route 81. When we received the model data, which consists of multiple pages of numerical data, we noticed that the model did not include the existing storm sewer that serves to provide drainage for the entire area. This storm sewer was installed when this area was developed and it clearly was functioning when the FEMA mapping was completed in 1994. The existence of this storm sewer also has a significant beneficial impact on flood levels and we approximated the function of this facility and submitted our information to FEMA for review.

The significance of FEMA's omission is hard to overstate. The existing storm sewer provides for drainage through the Hiller Heights subdivision. If there was no storm sewer, drainage would always be flowing along the streets and some areas of Hiller Heights would be filled with

water all the time. We feel that our original approximate modeling is reasonably accurate and it indicates that many area homes should not be included in the mapped 100 year flood plain.

We have received comments from FEMA, and although this revised model is much more representative of existing conditions than the effective model, FEMA requires that the Town do a more thorough job on this updated modeling. Otherwise, FEMA will not consider changing the mapping now in effect.

The additional work required to submit this requested modeling is as follows:

1. ENGINEER will prepare and submit certified (sealed, signed, and dated) as-built plans or a certified survey for the storm sewer to be added to the hydraulic model. The plans will include the type of pipe (such as CMP or RCP), the dimensions of the structures, and all elevations necessary for verification of the hydraulic modeling. The vertical datum will be referenced on the plans. ENGINEER will complete and submit Application/Certification Form 3, entitled "Riverine Structure Forms" for the storm sewer system.
2. ENGINEER will prepare a floodway analysis for the North Branch of Pine Grove Brook including this updated information.
3. ENGINEER will model the storm sewer using pressurized pipe flow in a steady state using the lid option in HEC-RAS.
4. ENGINEER will submit an annotated FIRM that clearly shows the effective boundary delineations and proposed boundary delineations as shown on the submitted work map of the floodplain and regulatory floodway. The FIRM will also show the proposed boundary delineations tied into the boundary delineations from the effective FIRM both at the downstream and upstream end of the revised model.

Cicero Town Board
August 27, 2013
Page 3

We estimate that we can complete this additional effort for a cost not to exceed \$4,800.00. If authorized, this work would be an additional service as provided for in our agreement with the Town accepted on March 27, 2013. To meet FEMA's schedule we need to submit the updated model, incorporating the scope of services listed above by September 26, 2013. Please do not hesitate to call if you have any questions.

Very truly yours,

C&S ENGINEERS, INC.



Bruce W. Letts, P.E.
Principal Engineer

BWL/gmm

JoLee Olszewski

From: Douglas Wickman <dwickman@cscos.com>
Sent: Wednesday, August 28, 2013 9:55 AM
To: CIC Highway; Jim Corl; James Corl; Jessica Zambrano; 'Tim Burtis'; aeroconway@aol.com; JENNINGS, LYNN
Cc: Clerk's Office; JoLee Olszewski; ROBERT GERMAIN; Bruce Letts
Subject: Recommended Highway Equipment Purchases Plan
Attachments: Highway Equipment Report - 8-26-13.docx

Attached is for your consideration relative to item 15 on the agenda for this evenings Town Board meeting.



www.cscos.com

Douglas R. Wickman, P.E.

Senior Principal

C&S Engineers, Inc.

dwickman@cscos.com

office: (315) 455-2000

cell: (315) 415-4030

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**HIGHWAY EQUIPMENT PURCHASES PLAN
TOWN OF CICERO**

AUGUST 28, 2013

In accordance with Town Authorization, C&S has prepared a recommended spending plan to address the equipment needs of the Town of Cicero Highway Department. This plan was developed considering:

- Input from both Town Board and Town Highway Department representatives
- Existing equipment conditions
- Typical highway operations

With this information it should be possible for the Town Board to routinely budget for highway department equipment needs with reasonably consistent year to year spending levels.

This report first includes a detailed five year spending plan followed by a more general annual future purchasing plan. We have also provided all of the supporting information used to develop these plans including:

1. 2013 prices used for the more expensive equipment.
2. An inventory of current equipment with ages and conditions.
3. Repair costs from 2009-2013 to date.
4. Typical equipment life expectancies.
5. Our recommendations about quantities and types of trucks needed.
6. Equipment disposal list.

DETAILED FIVE YEAR SPENDING PLAN

| YEAR | EQUIPMENT | *BUDGET |
|-------------|--|----------------|
| 2013 | 10 WH-Large Dump w/ Snow & Ice (S&I) Equipment Pickup Truck Skid Steer Loader | \$300,000 |
| 2014 | 6 Wheel Large Dump w/ S&I Equipment Medium Duty 6 Wheel Crew Cab-Utility Box Pickup Truck | \$295,000 |
| 2015 | 6 Wheel Large Dump w/S&I Equipment Pickup Truck 2 - Extra Stainless Steel Hoppers | \$285,000 |
| 2016 | 2 - 10 Wheel Large Dump wo/Hoppers | \$410,000 |
| 2017 | 10 Wheel Large Dump w/S&I Equipment Medium Duty 6 Wheel Crew Cab-Dump Box Snow Blower (or alternate) Backhoe (if appropriate) | \$520,000 |

*Budgets generally increase from 2013 to 2017 as current loans are paid off (\$622,602.14).
Note, these budgets do not include loan payments.

PURCHASE PLAN

Large Dumps: 16 Year Plan (repeat each 16 years)

- 2013 - One 10 Wheel Dump (Replace No. 20)
- 2014 - One 6 Wheel Dump (Replace Nos. 10 or 51)
- 2015 - One 6 Wheel Dump (Replace Nos. 10 or 51)
- 2016 - Two 10 Wheel Dumps (Replace Nos. 43 and 11)
- 2017 - One 10 Wheel Dump (Replace No. 16)
- 2018 - Two 6 Wheel Dump (Replace Nos. 18 & 19)
- 2019 - One 10 Wheel Dump (Replace No. 41)
- 2020 - One 10 Wheel Dump (Replace No. 49)
- 2021 - One 10 Wheel Dump (Replace No. 12)
- 2022 - One 10 Wheel Dump (Replace No. 21)
- 2023 - Two 6 Wheel Dump (Replace Nos. 40 & 9)
- 2024 - One 10 Wheel Dump (Replace No. 5)
- 2025 - One 10 Wheel Dump (Replace No. 29)
- 2026 - One 10 Wheel Dump (Replace No. 31)
- 2027 - One 10 Wheel Dump (Replace No. 35)
- 2028 - One 10 Wheel Dump (Replace No. 36)

16 Year Plan = 19 Large Dump Trucks

Note: Interchange replacement numbers as appropriate.

Small and Medium Trucks: 11 Year Plan (repeat each 11 years)

- Recommend 3/4 ton for all pick-ups.
 - One pick-up to be medium duty for snow and ice equipment (plow and hopper) and regular box (no dump and no utility). Possibly Ford F350/F450 or equal.
-
- 2013 – Pickup (Replace No. 4)
 - 2014 – Crew Cab - Utility (Replace No. 42)
 - 2014 – Pickup (Replace No. 50)
 - 2015 – Pickup (Replace No. 2)
 - 2017 – Crew Cab - Dump (Replace No. 37)
 - 2018 – Pickup (Replace No. 1)
 - 2019 – Crew Cab - Utility (Replace No. 32)
 - 2020 – Pickup (Replace No. 6)
 - 2021 – Crew Cab - Dump (Replace No. 15)
 - 2022 – Pickup (Replace No. 8)
 - 2023 – Pickup (Replace No. 3)

11 Year Plan = 11 Vehicles

PURCHASE PLAN (Cont'd)

Other Equipment

- Skid Steer – Purchase 2013
- No other purchase until 2017
- Repay current loans of \$622,602.14 over 2013, 2014, 2015, and 2016
- Backhoe – 2017 (if needed)
- Purchases of new equipment based on condition and usage. Anticipate one large piece per year.
- Loader – 2019 (may flip backhoe and loader)
- Other Major pieces:
 - Snowblower – Sidewalk
 - Gradall Excavator
 - Tractor and Mower
 - Hydro Seeder, Roller, and Chipper
 - Sewer Jet
 - Loader (Second Unit)
 - Track Excavator
 - Paint Striper
 - Brush Loader
- Snowblower (or alternate) – Sidewalk – 2017 (if needed)

PRICES - 2013

| | | |
|--------------------------------------|---|--------|
| 10 Wheel Large Dump w/S&I Equipment | - | \$225K |
| Six Wheel Large Dump w/S&I Equipment | - | \$215K |
| Pick Up | - | \$30K |
| Crew Cab | - | \$50K |
| Skid Steer | - | \$45K |
| Snowblower | - | \$140K |
| Backhoe | - | \$95K |

EXISTING EQUIPMENT INVENTORY

A. Large Dump Trucks with Snow & Ice (S&I) Equipment

- 12 – Ten Wheel Large Dump Trucks w/S&I Equipment
- 5 – Six Wheel Large Dump Trucks w/S&I Equipment
- Snow and Ice Routes: 16 Large Dumps and one Light Duty Truck

| Vehicle No. | Truck Description | Year | Condition |
|-------------|-------------------------------------|------|-----------|
| No. 36 | 6 Wheel Dump w/S&I | 2012 | New |
| No. 35 | 10 Wheel Dump w/S&I | 2011 | New |
| No. 31 | 10 Wheel Dump w/S&I | 2009 | New |
| No. 29 | 10 Wheel Dump w/S&I | 2009 | New |
| No. 9 | 10 Wheel Dump w/S&I | 2007 | Good |
| No. 5 | 10 Wheel Dump w/S&I | 2007 | Good |
| No. 12 | 10 Wheel Dump w/S&I | 2006 | Good |
| No. 49 | 10 Wheel Dump w/S&I | 2005 | Good |
| No. 40 | 6 Wheel Dump w/S&I | 2005 | Good |
| No. 11 | 10 Wheel Dump w/S&I | 2005 | Fair |
| No. 16 | 10 Wheel Dump w/S&I | 2004 | Good |
| No. 43 | 10 Wheel Dump w/S&I | 2003 | Fair |
| No. 18 | 6 Wheel Dump w/S&I | 2001 | Good |
| No. 19 | 6 Wheel Dump w/S&I | 2001 | Good |
| No. 10 | 6 Wheel Dump w/S&I | 1999 | Fair |
| No. 20 | 10 Wheel Dump w/S&I (International) | 1999 | Fair/Poor |
| No. 51 | 6 (Auto Car) Wheel Dump w/S&I | 1999 | Fair/Poor |

Other Large Dump Trucks (No S&I Equipment)

| Vehicle No. | Truck Description | Year | Mileage/Condition |
|-------------|-------------------|------|-------------------|
| No. 21 | 10 Wheel Dump | 2001 | 80,000/Good |
| No. 41 | 10 Wheel Dump | 2000 | 50,000/Good |
| No. 33 | 6 Wheel Dump | 1989 | Fair |
| No. 34 | 6 Wheel Dump | 1989 | Fair |

Ford 9000(No.33&34) – no large trucks by Ford, parts difficult to obtain and expensive.

Other S&I Equipment

A. Cul-de-sac cleanup by one 1 ton pickup. Recommend 1-ton 6 x 6 pickup suitable for front plow and cargo box sander.

B. Front End Loaders

Existing: No. 25 – 3 c.y. 2012 John Deere 624
 No. 38 – 3 ½ c.y. 2005 John Deere 624

Small/Midsize Trucks

A. Existing

| | | | |
|--------|-----------------------------|------|------------------------|
| No. 1 | 1/2 T. Pickup | 2010 | Highway Superintendent |
| No. 2 | 3/4 T. Pickup | 2004 | Foreman |
| No. 3 | 1/2 T. Pickup | 2010 | Foreman |
| No. 4 | 1 T. Pickup | 2000 | (Out of Service) |
| No. 6 | 1 T. Pickup | 2009 | |
| No. 8 | 1 T. Pickup | 2009 | |
| No. 15 | F550 Crew Cab w/Dump Box | 2008 | |
| No. 32 | 1 T. Crew Cab w/Utility Box | 2008 | |
| No. 37 | 1 T. Crew Cab w/Dump Box | 2003 | |
| No. 42 | Van w/Utility Box | 1980 | |
| No. 50 | 1 Ton Reg. Cab | 1990 | |

Major Equipment

A. Earthmoving

| | | | |
|--------|-----------------------|------|--|
| No. 22 | Badger Excavator | 2002 | |
| No. 53 | Gradall Excavator | 2006 | |
| No. 45 | Volvo Track Excavator | 2002 | |
| No. 46 | Trailer (Excavator) | 2003 | |

B. Trenching/Skid Steer

| | | | |
|--------|--------------------|------|--|
| No. 23 | John Deere Backhoe | 2003 | |
| No. 13 | Skid Steer | 2001 | |

C. Forklift

| | | | |
|--------|---------------|------|--|
| No. 44 | Yale Forklift | 2001 | |
|--------|---------------|------|--|

D. Summer

| | | | |
|--------|---------------------------|------|--|
| No. 7 | New Holland Tractor-Mower | 2003 | |
| No. 55 | Elgin Sweeper | 2012 | |
| No. 93 | Sewer Jet & Chassis | 2005 | |
| No. 52 | Finn Hydro Seeder | 2003 | |
| No. 28 | Chipper | 2002 | |
| --- | Road Striper | 2008 | |
| No. 26 | Brush Loader | 2001 | |
| No. 47 | Drum Roller | 2003 | |
| No. 54 | 4 Ton Asphalter | 2011 | |
| ---- | Misc. Trailers | | |

REPAIR COSTS

Large Dumps - Records started in 2009

| Vehicle No. | Year/Make | Cost | |
|--|---------------|------------------------------------|-----------------|
| No. 5 | 2007 Mack | \$12,804 | (Tires \$6,180) |
| No. 9 | 2007 Mack | \$7,343 | |
| No. 10 | 1999 Int'l | \$10,375 | |
| No. 11 | 2005 Mack | \$12,534 | |
| No. 12 | 2005 Mack | \$11,529 | |
| No. 16 | 2004 Sterling | \$21,579 | (Tires \$1,220) |
| No. 18 | 2001 Int'l | \$19,604 | |
| No. 19 | 2001 Int'l | \$12,698 | |
| No. 20 | 1997 Int'l | \$6,246 | |
| No. 29 | 2009 Mack | \$7,688 | |
| No. 31 | 2009 Mack | \$2,587 | |
| No. 36 | 2012 Mack | \$1,354 | |
| No. 35 | 2011 Mack | \$469 | |
| No. 40 | 2005 Mack | \$13,949 | |
| No. 43 | 2003 Int'l | \$14,804 | |
| No. 49 | 2005 Mack | \$16,119 | (Tires \$5,790) |
| No. 51 | 1991 Autocar | | |
| TOTAL | | \$155,128 < (Less Tires) | |
| 17 Trucks = \$9,125/truck average not including tires | | | |
| Trucks with above average maintenance costs = No. 10, No. 11, No. 12, No. 16, No. 18, No. 19, No. 40, No. 43, and No. 49 | | | |

Small and Medium Trucks – Records started in 2009

| Vehicle No. | Year/Make | COST |
|-------------|-----------------------|----------|
| No. 1 | 2010 Pickup (1/2 Ton) | \$592 |
| No. 2 | 2004 Pickup (3/4 Ton) | \$14,549 |
| No. 3 | 2010 Pickup (1/2 Ton) | \$1,978 |
| No. 6 | 2009 (Pickup 1 Ton) | \$3,607 |
| No. 8 | 2009 Pickup (1 Ton) | \$1,453 |
| No. 15 | 2008 Crew Cab/Dump | \$1,950 |
| No. 32 | 2008 Crew Cab/Utility | \$1,942 |
| No. 37 | 2003 Crew Cab/Dump | \$3,720 |
| No. 42 | 1980 Van | \$1,425 |
| No. 50 | 1990 Reg Pickup | \$5,565 |
| No. 4 | 2000 Out of Service | |

Haul Trucks

- No. 21 2001 International \$1,571
- No. 41 2000 Volvo \$11,371

EQUIPMENT DISPOSAL LIST

(As Warranted)

- No. 4 Pickup Truck 2000
- No. 13 Skid Steer 2001
- No. 20 Large Dump (10 Wheel) 1997
- No. 33 Large Dump (6 Wheel) 1989 (Later)
- No. 34 Large Dump (6 Wheel) 1989 (Later)
- Sweeper (Johnson) 1990
- Old No. 36 Large Dump (Autocar) 1991
- Old No. Large Dump (Autocar) 1987

JoLee Olszewski

From: Jim Corl
Sent: Wednesday, July 31, 2013 3:56 PM
To: JoLee Olszewski
Subject: FW: Update

From: BrianDonnelly@ongov.net [mailto:BrianDonnelly@ongov.net]
Sent: Tuesday, July 30, 2013 11:16 AM
To: Dave Witek; Jim Corl
Cc: MarkPremo@ongov.net
Subject: RE: Update

Gentlemen:

We have completed our review of the warrant analysis conducted by C & S Engineers regarding the applicability of a 3 color traffic signal at the intersection of Island Road / Thompson Road / Northern Blvd. It is our determination that a signal in this location is warranted. We will begin design for this change which may include additional turn lanes. It is our intention to construct the signal in the spring of 2014 in conjunction with the 2nd phase of the Thompson Road project (between South Bay Road and the intersection in question).

Please feel free to contact me with any questions. Thank you.

Brian Donnelly, Commissioner
Onondaga County Department of Transportation
John H. Mulroy Civic Center, 11th Floor
421 Montgomery Street
Syracuse, New York 13202
Ph. (315) 435-3205
Fax (315) 435-5744
briandonnelly@ongov.net



200 NORTHERN CONCOURSE
P.O. BOX 4949
SYRACUSE, NY 13221-4949

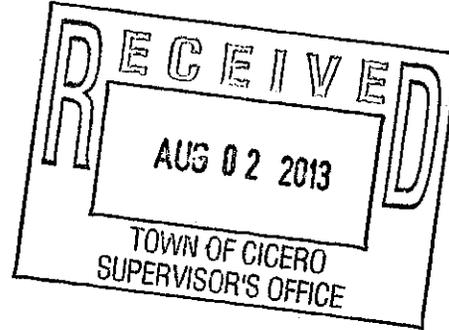
Central New York's Water Authority

www.ocwa.org

PHONE: (315) 455-7061
FAX: (315) 455-8510

July 31, 2013

Mr. Jim Corl, Supervisor
Town of Cicero
PO Box 1517
Cicero, NY 13039-1517



Re: OCWA Project No. 9003678
Install Three (3) Hydrants
Mandorla Gardens
Town of Cicero

Dear Mr. Corl:

Enclosed please find Map File No. 1565, Sheet 4, showing three (3) proposed hydrants in the existing Brewerton Water District, Ext. 3 for your review.

If the above hydrants meet with your approval, we request that the Town Board duly approve it. Sign and insert date on the enclosed three (3) Applications for Fire Hydrants. Return two (2) copies to our office and retain one copy for your files.

The Developer, Hueber Breur Construction Co., will pay for the hydrant installations in conjunction with the 8" Water Main Extension. The Town will be notified when the hydrants are in service, and then will be billed the annual hydrant maintenance rate, which is currently \$61.61 per hydrant per annum.

Thank you for your attention to this matter.

Very truly yours,

OCWA

Patrick Sherlock
Water Systems Construction Engineer

PS:sa
pc: Accounting
Project # 9003678
Enc. M.F. 1565, Sheet 4
3 Applications for Fire Hydrant
Billing Symbol - GLMR

OCWA

APPLICATION FOR FIRE HYDRANTS

Project No. 9003678

Name of Municipality: Town of Cicero
 Billing Address: PO Box 1517, Cicero, New York 13039-1517
 Billing Name (Indicate District, if applicable):
 WD/WSD CODE # Brewerton Water District, Ext. 3
 Date Resolution Approved by Municipal Board: _____

LOCATION OF HYDRANTS:

1. Hydrant #13695 located on Meltzer Court, 250' west of Jamboree Drive
2. Hydrant #13696 located on Meltzer Court, 400' west of Jamboree Drive
3. Hydrant #13697 located on Meltzer Court, 50' west of Jamboree Drive

Application is hereby made to OCWA for the above installation(s), in order to provide fire hydrant service at the property locations as listed above.

It is understood and agreed that fire hydrant service shall be supplied and used only in accordance with Customer Rules of OCWA as now on file at OCWA's office and any modifications, alterations or amendments thereof, which may be hereafter adopted by OCWA.

It is understood and agreed that failure of the Applicant to give prompt written notice to have the fire hydrant service discontinued will make the Applicant liable for all charges until the time of written notification.

Type name: _____

Sign name: _____

Title: _____ Date: _____

Sign 2 forms

Distribution: 4 signed copy Municipality retains
 2 signed copies OCWA
 Business Office
 Engineering Project File

Town of Cicero Police Department

INTER OFFICE MEMO



DATE: August 14, 2013
TO: Town Board
FROM: Chief Joseph Snell
RE: Permanent Appointment
CC: Comptroller

Request that the Town Board permanently appoint Officer Eric Flansburg to full time competitive police officer effective September 2, 2013. Annual Pay rate is Step 1 - \$40,374.

On August 1, 2013 the Town Board appointed Officer Flansburg to full time non-competitive at the same pay rate.



Chief Joseph Snell



Date

TOWN OF CICERO
PROPERTY MAINTENANCE AGREEMENT

This agreement is made and entered into this ____ day of August, 2013, by and between the Town of Cicero (a New York Municipal Corporation hereinafter referred to as the "Owner") and Community Bank, N.A. and Marketplace Mall of Cortland Associates, LLC (hereinafter, collectively to as the "Contractor").

WITNESSETH

WHEREAS, the Owner owns and controls the property upon which maintenance is required which property is more particularly shown on schedule "A" attached hereto and made a part hereof.

WHEREAS, the Owner desires to contract for property maintenance services.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below.

1. The Contractor's Obligations. The Contractor shall perform services on a portion of the Owner's property namely, median strips within the road known as New Country Drive which serves as the entrance way to what is now known as Aldi's Plaza.
2. The contractor shall perform the following routine maintenance procedures on and surrounding the medians:
 - i. Mowing of each property at least weekly during the mowing season.
 - ii. Trash and debris removal, as needed
 - iii. General planting of landscaping to enhance the medians and maintenance of same in Contractor's discretion.

Contractor's responsibilities under this Agreement shall be limited to the services set forth in this paragraph 2.

3. The contractor shall notify and seek approval to proceed from the Owner of needed repairs, which are outside the scope of routine maintenance described in subparagraph (2) above. The contractor shall perform necessary repairs/maintenance to the property at the request of the Owner upon request.
4. The contractor is responsible for maintaining liability insurance only as it would pertain to a liability resulting from their negligence relating solely to the maintenance on said property set forth in paragraph 2 herein above. The owner will maintain liability insurance necessary to cover any claim resulting from incidence unrelated to property maintenance required herein.
5. The owner shall provide the contractor with such access to the property as is reasonably necessary for the contractor to comply with the terms of this agreement. The owner shall immediately notify the contractor if the property has been purchased, and no longer requires property maintenance services.
6. The owner, at no time, is required to provide the contractor with liability insurance or worker's compensation.

7. Term. This Agreement shall remain in effect until terminated.

- a) The owner has the right to terminate this Agreement by giving notice to the contractor thirty (30) days in advance of the date of termination.
- b) The contractor has the right to terminate this Agreement by giving written notice of intent to terminate this Agreement to the Owner thirty (30) days in advance of the date of termination.

8. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements, and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____ day of August, 2013.

Community Bank, N.A.

By: _____

President/Vice President

Signature: _____

Print Name: _____

authorized signatory

Date: _____

Marketplace Mall of Cortland Associates, LLC

By: _____

Michael Silberberg, Member

Signature: _____

Print Name: _____

Date: _____

TOWN OF CICERO:

By: James Corl, Jr.- Supervisor

Signature: _____

Date: _____

Memo

To: Supervisor, Town Board, Zoning/Planning, Police
From: Tracy
Date: July 30, 2013
Re: Firework Permit Approval - Cicero Falcons
TBM: August 28, 2013

Please find attached the Application for the Annual Fireworks Permit for the Cicero Falcons for Saturday, September 7, 2013 at dusk. I have acquired all the necessary signatures and all the information from the Fireworks Coordinator for American Fireworks Display, LLC. I am requesting approval for this Fireworks Permit and the \$75.00 permit fee to be waived (not-for-profit organization).

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

Thank you

Tracy

Motion read by Councilor Jennings (Liaison):

Councilor Jennings moved the adoption of a resolution to approve and for the supervisor to execute the Annual Fireworks Permit, for the Cicero Falcons to be held Saturday, September 7, 2013 at Central Park, 6541 Route 31, Cicero, NY. Motion was seconded by _____.

Ayes _____ and Noes _____

**TOWN OF CICERO
APPLICATION FOR FIREWORKS PERMIT
(SEC. 405.00)**

The undersigned John Falajiatano of Cicero Falcons 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 Cicero Falcons is the sponsoring body and the said fireworks display. Booster Club
2. That American Fireworks 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 9/7/2013 @ dark
4. The exact location planned for the display is Central Park on Ferguson Rd & Route 31, Cicero, NY SEE DIAGRAM

5. The age, experience and physical characteristics of the persons who are to do the discharging of the fireworks are as follows:
SEE LIST OF STAFF; WILL DEPEND ON AVAILABILITY

6. The number and kind of fireworks to be discharged is as follows:
Approx 170 aerial shells (1.36 Display Fireworks) ranging from 1" to 5" in diameter

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

Memo

To: Town Board
From: Jim Corl
Cc: Comptroller
Date: August 15, 2013
Re: Codes Office

In light of the understaffing of the Codes office, I requested that Attorney Corcoran provide some advice relative to options on how to address this issue. Outlined below is the recommendation to utilize section 64 of the Civil Service Law. Therefore, I am going to ask the Board to appoint John Dunham who is currently employed in the Codes Office as a part time employee. I do not believe anyone can argue with the fact that John has been doing an excellent job. Therefore, until the list is canvassed to add a full time officer(s) I would recommend that we add John on as a full time Deputy Code Enforcement Officer for a 3 month temporary full-time appointment at the pay rate of \$37,500.00. I have spoken to Bernie English about this matter and he is in agreement with this.

Any questions please contact me prior to the meeting.

Thanks,

Jim

From: John F. Corcoran [mailto:jcorcoran@hancocklaw.com]
Sent: Tuesday, July 23, 2013 1:39 PM
To: 'Jim Corl'
Cc: Lindsey H. Hazelton
Subject: RE: Provisional 3 Month appointment

Good afternoon Jim,

I'll be happy to draft a short letter for you to provide to your comptroller but will need the name and official civil service title of the particular employee.

Also, the appointment in question should be labeled as a "3-month temporary full-time appointment" as opposed to a provisional appointment. A provisional appointment is something else in civil service parlance.

And below are some excerpts of the authorizing language in Section 64 of the Civil Service Law with regard to the ability to make a 3-month temporary appointment without regard to any existing civil service eligible list:

Civil Service Law § 64

§ 64. Temporary appointments

1. Temporary appointments authorized; duration. A temporary appointment may be made for a period not exceeding three months when the need for such service is important and urgent. A temporary appointment may be made for a period exceeding three months under the following circumstances only:

...
(b) a temporary appointment may be made for a period not exceeding six months when it is found by the state civil service department or appropriate municipal civil service commission, upon due inquiry, that the position to which such appointment is proposed will not continue in existence for a longer period; provided, however, that where a temporary appointment is made to a position originally expected to exist for no longer than six months and it subsequently develops that such position will remain in existence beyond such six-month period, such temporary appointment may be extended, with the approval of the state civil service department or municipal civil service commission having jurisdiction, for a further period not to exceed an additional six months;
...

Successive temporary appointments shall not be made to the same position after the expiration of the authorized period of the original temporary appointment to such position.

2. Temporary appointments from eligible lists. A temporary appointment for a period not exceeding three months may be made without regard to existing eligible lists. A temporary appointment for a period exceeding three months but not exceeding six months may be by the selection of a person from an appropriate eligible list, if available, without regard to the relative standing of such person on such list. Any further temporary appointment beyond such six month period or any temporary appointment originally made for a period exceeding six months shall be made by the selection of an appointee from among those graded highest on an appropriate eligible list, if available.

Thanks for the opportunity to be of assistance with this matter,

John F. Corcoran, Esq.
Hancock Estabrook, LLP

1500 AXA Tower I | 100 Madison Street | Syracuse, New York 13202
Phone: 315.565.4500 | Fax: 315.565.4600 | Email: jcorcoran@hancocklaw.com |
www.hancocklaw.com



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From: Jim Corl [<mailto:jcorl1@twcny.rr.com>]
Sent: Monday, July 22, 2013 10:45 AM
To: John F. Corcoran
Subject: Provisional 3 Month appointment

John,

Thank you for following up with Civil Service relative to a provisional appointment in our codes office. Could you send me a note outlining this so I may provide to our comptroller as verification that we are all set and permitted to move forward on this appointment.

Thanks,

Jim

James E. Corl, Jr., Esq.
6035 State Route 31
Cicero, New York 13039
315-699-9585 office phone
315-699-5430 office fax



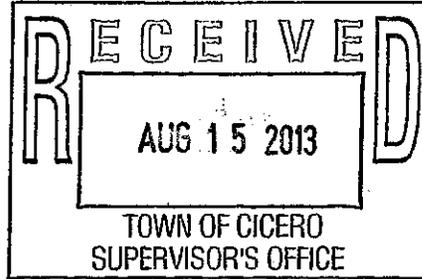
PETER TROIANO
COMMISSIONER

COUNTY OF ONONDAGA DEPARTMENT OF PERSONNEL

John H. Mulroy Civic Center
421 Montgomery Street, 13th Floor
Syracuse, New York 13202-2959

(315) 435-3537 Fax 435-8272 e-mail -- peweb1@ongov.net web address -- www.ongov.net

August 13, 2013



CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Jim Corl, Supervisor
Town of Cicero
8236 Brewerton Road
Cicero, New York 13039

Wayne R. Dean
7801 Braniff Circle
Cicero, New York 13039

Re: Preferred Eligible List

Dear Gentlemen:

After careful review and consideration of the report and recommendations of Hearing Officer Gordon R. Mayo, Esq. issued on July 30, 2013 regarding the request by Jim Corl, Supervisor, Town of Cicero to disqualify Wayne R. Dean from appointment, you are provided notice of the following action.

I adopt the report and recommendations of the Hearing Officer. Wayne R. Dean is hereby disqualified from reinstatement to the position of Director of Planning and Development in the Town of Cicero and his name shall be removed from the preferred eligible list established for that position. This disqualification and removal also carries the effect of disqualifying Mr. Dean from reinstatement to the position of Deputy Codes Enforcement Officer in the Town of Cicero which for purposes of that preferred eligible list has been deemed to be a comparable position.

This action is effective as of the date of this letter.

Sincerely,

Peter Troiano
Commissioner
PT/aen

STATE OF NEW YORK
TOWN OF CICERO

COUNTY OF ONONDAGA

In the Matter of the Civil Service Law Section 81.7 Hearing
Between

WAYNE DEAN

-and-

TOWN OF CICERO

OPINION AND RECOMMENDATION

APPEARANCES:

For the Town: Lindsey H. Hazelton, Esq., Hancock & Estabrook, LLP

Wayne Dean, *pro se*

Hearing Officer: Gordon R. Mayo, Esq.

On January 18, 2013, Onondaga County Commissioner of Personnel Peter Troiano (hereinafter Troiano) wrote Wayne Dean (hereinafter Dean) informing him that the Town of Cicero (hereinafter Town) had requested that Dean be removed from the preferred Civil Service eligible list for Director of Planning and Development, as well as from consideration for appointment to the position of Deputy Codes Enforcement Officer. On February 1, 2013, Troiano designated me as the hearing officer to hear the matter; the hearing was conducted on May 22, 2013 and June 10, 2013 at the Town facility at Cicero Commons, Cicero, NY.

Both parties were given the opportunity to call witnesses, introduce evidence and cross-examine testimony. Briefs were submitted to me with a mailing date of June 28, 2013.

EXHIBITS

The following exhibits were introduced into evidence:

Joint Exhibits:

1. Letter – Troiano to Dean – 01/18/2013
2. Letter – Troiano to Mayo – 02/01/2013
3. Letter – Mayo to parties – 05/13/2013

Town Exhibits

1. Operational Review 9/26/12
2. Letter – Corl to Troiano – 12/14/12
3. Photographs
4. Resume -- Bernard English
5. Fire Safety Inspection
6. Inspections
7. Print-out – created to manage information
8. Unsafe and Vacant Buildings

Dean Exhibits

1. Swimming Pool Photo – not admitted
2. Photo of Signage 5/29/13
3. Photo of Signage -5/29/13 – not admitted
4. Photo of Signage -5/28/13 – not admitted
5. Photo of Signage – 5/28/13
6. Photo of Signage – 5/28/13

STATUTE

Civil Service Law Section 81.7 states in pertinent part:

Notwithstanding any other provisions of this chapter, the civil service department or appropriate municipal commission may disqualify for reinstatement and remove from a preferred list the name of any eligible . . . who has been guilty of such misconduct as would warrant his dismissal from the public service. No person shall be disqualified pursuant to this subdivision unless he is first given a written statement of the reasons therefor and an opportunity for a hearing at which said reasons shall be established by appropriate evidence, and at which such person may be represented by counsel and present evidence. The civil service department or municipal commission may designate a person to hold such hearing and report thereon.

DISCUSSION

Before sifting through testimony and evidence presented over two days of hearing, there are certain procedural matters brought up by Dean that must be addressed. It was his position that a stenographic transcript of this proceeding should have been made, it being his opinion that this hearing was akin to a Civil Service Law (hereinafter CSL) Section 75 hearing, at which a transcript is required, with a copy being provided to the grievant. I informed Mr. Dean that he could personally engage a stenographer at his expense, but that there was no

statutory requirement in CSL 81.7 that dictated that a transcript be made. Unlike CSL Section 75, this is not a disciplinary hearing, inasmuch as Dean is no longer an employee who is subject to discipline. I confirm my ruling regarding the transcript at this time.

His second objection regarded my ruling that the hearing should be closed to the public, it being my opinion that this was a personnel matter that is exempt from the provisions of the Open Meetings Law. Indeed, there was confidential material discussed during the hearing, as well as a document prepared by a Town consultant, Bernard English (hereinafter English) that has not been released to the public and contains sensitive information. Moreover, there were obvious political overtones regarding Dean's status, and it was my hope not to turn this hearing into a three ring circus. Accordingly, I confirm my ruling made on the first day of hearing that the proceedings should remain confidential.

Finally, Dean has argued that he was not afforded due process in the conduct of the hearing, in that the allegations regarding his performance were not specific, and he could therefore not prepare a proper defense. I ordered the Town to submit a list of deficiencies to Dean, and I rule that the list provided was sufficient to give Dean proper notice of the allegations against him.

Although this hearing is unique, in that there appears to be very little legal precedent reported regarding CSL Section 81.7 hearings, the fact that Dean represented himself *pro se* made the isolation of pertinent issues even more difficult. I allowed him considerable leeway in questioning and procedural

matters, but it is difficult to present a defense when the Town's representative is an experienced labor advocate whose duty is to present the Town's position as forcefully as possible. It is also pertinent to note that Dean never testified in his own defense, although I informed him that he could testify in the narrative if he so desired. Although he called three witnesses on his own, and recalled Supervisor James Corl (hereinafter Corl) as his own witness, he did little to refute the evidence presented against him.

Dean served the Town as its Director of Planning and Development (hereinafter Planning) for approximately 4 ½ years until his title was abolished by the Town Board on or about January 3, 2012. It was this title abolition that placed him on the preferred lists for the titles the Town is now attempting to remove him from. Corl took office as Town Supervisor on January 1, 2012, after serving eight years as a Town Councilman, including four years as Deputy Supervisor. He testified that he had been dissatisfied with Dean's performance for a considerable period of time, but never confronted Dean with his concerns during that period of time that he was a councilman. He acknowledged that Dean had not been reprimanded either verbally or in writing prior to the elimination of his job title, but any discipline would have been handled by the incumbent supervisor. Corl consulted with English, who was formerly the planning director in the Town of Solvay; English had done consulting work for other municipalities regarding planning department operations. English discovered that the Town was not following the statutory requirements set forth

in State regulations involving fire codes and building codes; as a result, the Town authorized English to do a full audit of Planning.

English's Operational Review (Town Ex. 1), dated September 26, 2012, paints an unflattering picture of the state of the Town's Planning Department (although it was completed nearly nine months after Dean left Town service).

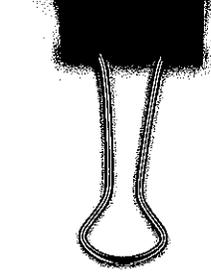
Nonetheless, English isolated certain deficiencies that existed through Dean's tenure at Planning by examining records kept in the department. In particular, there are two glaring omissions of statutory duties that are required by the State that were never performed by Planning under Dean's leadership. Pursuant to 19 NYCRR Part 1203 of the State Fire Code and Town Code Chapter 68, operating permits are required to "extend the public protection from the hazards of fire and inadequate building construction". Buildings that were required to be inspected included restaurants, social clubs, amusement and fitness centers, as well as any business in which hazardous materials might be present. English's review indicated that none of these inspections were conducted by Planning under Dean's direction. These inspections should have been conducted yearly; according to English, these permits insure that there are no fire risks or other hazards and there are proper emergency doors and evacuation procedures posted. Any deficiencies noted would have had to have been corrected prior to an operating permit being issued.

In December 2010, the State adopted 19 NYCRR Section 311.5, which requires that a municipality identify and placard abandoned buildings for fire

81.7 when his department totally failed to issue mandatory operating permits pursuant to 19 NYCRR Part 1203 of the State Fire Code and Cicero Code Chapter 68 during his tenure as Director. I also find him guilty of misconduct for failing to enforce the provisions of 19 NYCRR 1255 Section 311.5 of the State Fire Code, which requires the placarding of abandoned buildings for fire service protection. As to the other allegations made against him, including the haphazard operation of the department, as well as the enforcement of signage regulations and the permitting process, there is not enough evidence to prove actual misconduct. Nonetheless, it does appear that he was incompetent in carry out many of his administrative duties. Accordingly, I formally recommend that Wayne Dean be removed from the Civil Service preferred list for Director of Planning and Development, as well as be removed from the preferred list for Deputy Codes Enforcement Officer.

Dated: July 30, 2013

GORDON R. MAYO, ESQ., HEARING OFFICER



**CICERO TOWN
CLERK'S OFFICE**

cc: + board
computer

Memo

To: Supervisor, Town Board
From: Tracy
Date: August 13, 2013
Subject: Route 11 Storage Agreement
Re: TBM: August 28, 2013

The storage is needed to store archival documents for the Coding and Zoning department that we do not have room for at the Town Hall. I am in possession of the necessary paperwork and proof of insurance.

I am requesting Town Board approval for the following:

APPROVE ANNUAL CONTRACT WITH ROUTE 11 STORAGE
IN THE AMOUNT OF \$145.00 PER MONTH

RESOLUTION:

Councilor _____ moved the adoption of a resolution for approval to approve an annual contract with Route 11 Storage in the amount of \$145.00 per month. Motion was seconded by Councilor _____.

Ayes - 5 and Noes - 0. *Motion carried.*

Please contact me before the Town Board Meeting (08/28/2013), if you have any questions.

Jim

Date: August 28, 2013

Highway Department Agenda Items

Request approval for the following items:

(A) ITEM: Emergency Purchase-Rotary Cutter for mower #7

VENDOR: Cazenovia Equipment

AMOUNT: \$2,300.00

ACCOUNT CODE: DB513052

MOTION TO APPROVE:

(B) ITEM: Emergency Purchase-Repair to dump box trk #5

VENDOR: Schneider Brothers Corp

AMOUNT: \$3000.00

ACCOUNT CODE:DB513057

MOTION TO ACCEPT:

(C) ITEM: Emergency Purchase-Counter Shaft & Bearings for #7 Mower

VENDOR: Tracey Equipment

AMOUNT: \$1966.66

ACCOUNT CODE:DB513052

MOTION TO APPROVE:

(D) ITEM: 10 2x2x2 catch basins w/ knockout

VENDOR: Sunnycrest

AMOUNT: \$3000.00

ACCOUNT CODE: DB511049

MOTION TO APPROVE:

(E) ITEM: Repair to the Falcon Trailer (hot box) additional chg.

VENDOR: J & J Equipment

AMOUNT: P.O. was for \$900.00, need \$201.32 P.O. 19239

ACCOUNT CODE: DB513055

MOTION TO APPROVE:

THIS INDENTURE, made the _____ day of _____, 2013

BETWEEN HANCOCK FIELD DEVELOPMENT CORPORATION, a New York not-for-profit Corporation, with its principal office located at 572 South Salina Street, Syracuse, New York 13202

grantor

TOWN OF CICERO, a municipality, with offices located at 8236 South Main Street, Cicero, New York 13039

grantee

WITNESSETH, that the grantor, in consideration of One and 00/100 (\$1.00) and other good and valuable consideration-----Dollars paid by the grantee, hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever,

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. 92, 93 and 94 in said Town, being part of lands conveyed to County of Onondaga by deed recorded in the Onondaga County Clerk's Office in Books 4260 and 4806 of Deeds at Page 136 and 557 respectively, being part of Hancock Airpark, Section A & B 7th Amd. according to a map of said tract made by Ianuzi & Romans Land Surveying, P.C. dated January 5, 2012 and last revised November 1, 2012 and filed in the Onondaga County Clerk's Office on February 5, 2013 as Map No. 11648, being more particularly described as follows:

Drainage Easements as shown on said map of Hancock Airpark, Section A & B 7th Amd. on Lot Nos. 1E, Section B, 1F, Section B, 1G, Section B, 1H, Section B, Lot 17B, Section B and 18A, Section B and on lands southerly of Lot No. 1F, Section B.

Utility Easements as shown on said map of Hancock Airpark, Section A & B 7th Amd., on Lot Nos. 1F, Section B, 1G, Section B, 17B, Section B and 18A, Section B.

Streets as shown on said map of Hancock Airpark, Section A & B 7th Amd. and indicated as "Ethan Allen Street", "Caswell Street", "Hancock Drive", "Performance Drive" and "Stewart Drive".

Subject to any other easements, covenants or restrictions of record.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises. TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. AND the grantor covenants as follows:

FIRST.-The grantee shall quietly enjoy the said premises;

SECOND.-The grantor will forever warrant the title to said premises;

This deed is subject to the trust fund provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written.

HANCOCK FIELD DEVELOPMENT CORPORATION

By: _____ L.S.

State of New York)
County of Onondaga) ss.:

On the ____ day of _____ in the year 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(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Record and Return to: 08120 (SRS)

Town Council
Jessica Zambrano, Deputy Supervisor
Vern Conway
Lynn Jennings
Tim Burtis

Supervisor
Jim Corl
(315) 699-1414

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



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

Town Justices
Doug DeMarche, Jr.
David Bruffett, Jr.
(315) 699-8478
Fax (315) 699-7017

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

TOWN OF CICERO

COUNTY OF ONONDAGA

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

July 11, 2013

Carl Ford
Regional Director
NYSDOT Region 3
333 East Washington St. 7th floor
Syracuse, N.Y. 13202

Dear Mr. ^{Carl,} Ford,

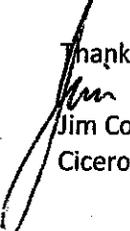
Hope all is well and you are enjoying your summer. It was good to see you at the I-81 meeting yesterday unfortunately; we did not have a chance to chat.

I wanted to bring up to you a concern that has been raised by various members of the Cicero community and is an issue I would like to see addressed. The Route 81 overpass over Route 31 in Cicero needs various cosmetic improvements. It is probably one of the busiest intersections in the Town of Cicero and really is not attractive to residents, businesses and potential developers. We have made great strides and pride ourselves on our appearance in Cicero and would like to see the bridge cleaned up.

Therefore, I am writing this letter to request that some improvements be made to the overpass such as painting and general cleaning. Certainly, this type of work can be accomplished in a cost effective manner and would certainly be a benefit to our community and New York State DOT for taking the initiative to address this major concern. I am not sure if it is feasible -however, could any other color be applied than green, or is that a standard color which cannot be varied from?

Any assistance that you can provide would be greatly appreciated and I will await your response.

Thank you,


Jim Corl
Cicero Town Supervisor

Cc: Town Board
Planning Board
Diana Graser, P.E. NYSDOT

Youth Bureau
Parks and Recreation
(315) 699-5233

Comptroller
(315) 699-2759

Assessor
(315) 699-1410

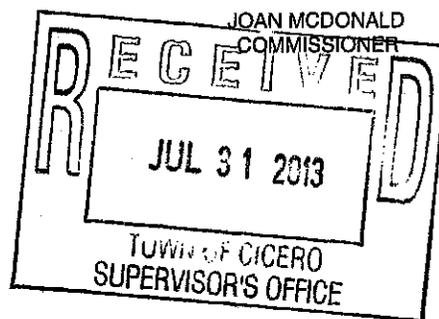
Zoning and Planning
(315) 699-2201

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION 3
333 EAST WASHINGTON STREET
SYRACUSE, NY 13202
www.nysdot.gov

CARL F. FORD, P.E.
REGIONAL DIRECTOR

July 24, 2013

Mr. James Corl
Supervisor, Town of Cicero
8236 Brewerton Road
Cicero, New York 13039



Dear Supervisor Corl:

RE: REQUEST TO HAVE I-81 OVERPASS
OVER RTE 31 CLEANED AND PAINTED

I would like to thank you for your letter dated July 11, 2013, concerning the condition of the I81 bridge over Rt. 31. As you know, the New York state's highway and bridge infrastructure is aging. Despite the New York State Department of Transportation's (NYSDOT) aggressive approach to fixing our infrastructure, the funds are not available to keep pace.

The joints on these bridges leak and this causes rust discoloration to seep on to the steel girders and the piers. They will have to be replaced before any cosmetic repairs can be made to the sub-structure. These bridges are on the Capital Program as part of a large reconstruction project of Route 31 in this area. This project has been postponed several times due to funding.

NYSDOT maintenance forces are doing all they can to address highway and bridge structural conditions and will continue to serve the public to make travel in New York State safe and as comfortable as possible.

If you have any additional questions or wish to discuss this problem further, please do not hesitate or call Regional Bridge Maintenance Engineer, Jon Phillips, at 315-445-2460.

Very truly yours,

DAVID P. SMITH, P.E.
Regional Director of Operations

COPY

TOWN OF CICERO

GRANT OF
RIGHT-OF-WAY AND EASEMENT

THIS INDENTURE made this Tuesday day of July 30, 2013
between Brian Casey, hereinafter called
"Grantor" and the TOWN OF CICERO, a Municipal Corporation with offices at 8236 Brewerton
Road, Cicero, Onondaga County, New York, hereinafter called "Grantee".

WITNESSETH:

That the Grantor, in consideration of One Dollar (\$1.00), paid by the Grantee, receipt of
which is hereby acknowledged, does hereby grant, sell and convey to the Grantee, its
successors and assigns, a permanent right-of-way and easement on, over, in, under and across
the premises of the Grantor, described and set forth in a certain right of way map numbered,
502 and legal description thereof made for the TOWN OF CICERO by Ianuzi &
Romans Land Surveying, P.C., Licensed Land Surveyors of North Syracuse, New York,
dated July 29, 2013 copies of (said right of way map and)
said legal description annexed hereto as Exhibit "A" and Exhibit "B", respectively, and made a
part hereof.

Said right-of-way and easement are for the purposes of constructing, reconstructing,
repairing, operating and maintaining upon, in, over, under and across said parcel of land,
Drainage facilities and appurtenances thereto, and to make such
excavations and to perform such work as may be necessary or proper, including the right to
enter upon and along the aforesaid right-of-way and easement with its men and equipment, or
its contractor's men and equipment, to accomplish the aforesaid.

The Grantor hereby warrants title to said premises.

The Grantor, its successors and assigns, will not erect any structure on the aforesaid
permanent easement and right-of-way and agrees not to do any act which would interfere with
or hinder the construction, reconstruction or maintenance of the proposed improvements. The
Grantor, its successors and assigns, shall continue to have free and absolute access to and over
the said easement and right-of-way, provided the improvements to be constructed by Grantee
shall not be damaged or interfered with.

The Grantee, or its contractor, shall do the work in a good and workmanlike manner
and shall restore the earth and any bushes, trees, shrubbery, lawn, driveway or other things on
the surface or beneath the soil as nearly as possible to its existing condition except where
changes of grade or contour may be necessary for construction purposes.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed the day
and year first above written.

(SEAL)


By: Brian Casey

TOWN OF CICERO
RIGHT-OF-WAY
FOR
THE BIRCHES, SECTION No. 4 AMENDED
TO BE ACQUIRED FROM
BRIAN CASEY

All those tracts or parcels of land situate in the Town of Cicero, County of Onondaga and State of New York, being part of Farm Lot No. 9 in said Town, being part of lands conveyed to Brian Casey by deed recorded in the Onondaga County Clerk's Office in Book 5211 of Deeds at page 701, bounded and described as follows.

PARCEL No. 1

A permanent right-of-way, bounded and described as follows:

Beginning at a point in the westerly boundary of Birch Tree Road, said point being the point of curvature of a small curve situate at the intersection of the southerly boundary of Ledge Stone Lane with said westerly boundary of Birch Tree Road; running thence S 86°36'45" E, along the southerly boundary of Birch Tree Road, a distance of 60.00 feet to a point in the easterly boundary of Birch Tree Road; thence through said lands conveyed to Brian Casey the following courses and distances: 1) S 03°23'15" W, 370.00 feet to a point of curvature; 2) thence southerly and southwesterly following a curve to the right having a radius of 530.00 feet, an arc distance of 208.88 feet to a point of compound curvature; 3) thence southwesterly following a curve to the right having a radius of 140.00 feet, an arc distance of 89.40 feet to a point of tangency; 4) S 62°33'18" W, 86.62 feet; 5) N 27°26;42" W, 60.00 feet; 6) N 62°33'18" E, 86.62 feet to a point of curvature; 7) northeasterly following a curve to the left having a radius of 80.00 feet and an arc distance of 51.08 feet to a point of compound curvature; 8) thence northeasterly and northerly following a curve to the left having a radius of 470.00 feet, an arc distance of 185.23 feet to a point of tangency; 9) thence N 03°23'15" E, 370.00 feet to the point of beginning.

PARCEL No. 2

A permanent right-of-way, bounded and described as follows:

Beginning at a point in the southerly boundary of Peregrin Lane, said point being 32.85 feet distant westerly measured along said southerly boundary of Peregrin Lane from the point of curvature of a small curve situate at the intersection of the southerly boundary of Ledge Stone Lane with the easterly boundary of Peregrin Lane; running thence through said lands conveyed to Brian Casey the

ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:

On this ^{30th} day of July, in the year 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(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted executed the instrument.

Tracy M. Coshmon
Notary Public

TRACY M. COSHMON
01CO001787
Notary Public, State of New York
Qualified in Onondaga County
Commission Expires May 05, 2016

ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:

On this ___ day of _____, in the year 20____, 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(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted executed the instrument.

Notary Public

SUBORDINATION

The undersigned mortgagee of the above-described premises, hereby subordinates its mortgage recorded in the Onondaga County Clerk's Office in Book of Mortgages, at Page _____, to the above easement.

By: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:

On this ___ day of _____, in the year 20____, 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(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted executed the instrument.

Notary Public

Town of Cicero Police Department

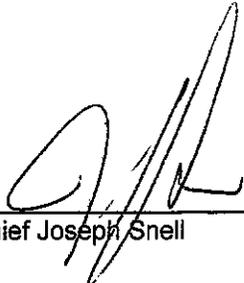
INTER OFFICE MEMO



DATE: August 14, 2013
TO: Town Board
FROM: Chief Joseph Snell
RE: Retirement & Rehire
CC: Comptroller

Request Town Board accept the resignation and retirement of part time Officer David Butler effective August 16, 2013.

Request the Town Board to accept the hiring of David Butler, part time police office, effective August 28, 2013 at a pay rate of \$27.40 per hour.



Chief Joseph Snell



Date