Form Original -Town Clerk; 1--Developer; 2- Town Attorney

SECURITY POSTING AGREEMENT

MANDORLA GARDENS HOUSING DEVELOPMENT FUND COMPANY, INC.

TOWN OF CICERO

THIS AGREEMENT, made this 30TH day of July by and between the **Town of Cicero**, a municipal corporation of the State of New York, with offices located at **8236 Brewerton Road, Cicero, New York 13039,** hereinafter designated as the **"TOWN"** and **Mandorla Gardens Housing Development Fund Company, Inc.** a New York limited liability corporation, with offices located at **700 East Brighton Avenue, Syracuse, New York 13205,** hereinafter designated as the **"DEVELOPER."**

W I T N E S S E T H:

WHEREAS, a the developer is seeking final approval and Certificates of Occupancy for residential properties located at 5460 Meltzer Court in the Town, and,

WHEREAS, the developer has constructed sanitary sewers, storm sewers and roads in substantial conformance with the specifications and requirements of the Town with the exception of items listed and detailed in a letter from C&S Companies to the Town dated July 2nd, 2014 and incorporated into this Agreement as well as specific amounts required as security posting by letter dated June 24th, 2014, and,

WHEREAS, the Town Board of Cicero is willing to accept dedication of said improvements, and issue Certificates of Occupancy subject to the Developer's prompt and adequate performance of the terms and conditions of their Agreement, and subject to the approval of the Superintendent of Highways and the Legal Department for the Town of Cicero,

NOW, THEREFORE, in consideration of their mutual premises, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I

GENERAL PROVISIONS

SECTION 1. COMPLETION

The Developer shall complete all work described in the letter from C&S Companies to the Town of Cicero dated July 2nd, 2014. If the Developer fails to complete such work, this will constitute a breach of contract and the Town of Cicero will draw against any security posted by the Developer, in order to complete the required improvements.

SECTION 2. WORK

That the Developer perform and complete (in accordance with the provisions contained in the letter from C&S Companies to the Town of Cicero dated July 2nd, 2014) the work described as well as proper grading, draining, graveling, surfacing and construction of the highways above named on the land described and conveyed in the aforementioned deed.

SECTION 3. MAINTAINING PROPERTY AND HIGHWAYS DURING CONSTRUCTION

That the Developer shall maintain said property and highways in a safe condition and in good repair until the Town Board adopts a resolution accepting said highways.

SECTION 4. REPAIRS

That the Developer shall immediately make any repairs deemed necessary by the Town upon written notification thereof.

SECTION 5. CONFORMANCE WITH APPROVED SUBDIVISION PLAN

That the required work, grading, draining, graveling, surfacing and construction of said highways, the grading of lands adjacent to said highways, and the location, placement, grade, depth and height of all utilities and devices, including all manholes, catch basins, drains, valve boxes, curb boxes, hydrants and appurtenances installed by the Developer shall not deviate from, and shall conform substantially to, the **Approved Residential/Commercial Utility and Subdivision Plans/Profiles/Plat** and amendments thereto as approved by the Town Board that all of the foregoing shall be performed and constructed in such manner that all will function properly and the Developer hereby assumed sole responsibility for the proper function thereof.

SECTION 6. CHANGES FROM APPROVED RESIDENTIAL SUBDIVISION PLAN/PLAT

That in the event it becomes necessary to make any changes from the **Final Residential/Commercial Utility and Subdivision Plan/Profiles/Plat** in order to secure the proper functioning of any items specified, or otherwise, no such change shall be made or attempted until after the Developer obtains approval in writing by the Planning Board of an appropriate amendment.

SECTION 7. NOTICE TO TOWN ENGINEERS OF CHANGES

That no utility or service or any part of appurtenances thereof including manholes, catch basins, valve boxes, curb boxes, hydrants, and drains shall be raised, lowered or otherwise changed, altered or moved except after the Developer has given to the Engineer for the Town a copy of the moves, at least seventy-two (72) hours before the work is scheduled to be performed and except upon attendance and complete observation by the Engineer for the Town of the performance of the work under such approved amendment, and the Developer agrees that in the performance of the work under such amendment he will comply with all additional orders made or issued by the Town Engineer on behalf of the Town.

SECTION 8. AMENDMENTS TO FINAL RESIDENTIAL/COMMERCIAL SUBDIVISION PLAN/PLAT

That the burden of applying for and obtaining approval of amendments to the **Final Residential/Commercial Subdivision Plan/Plat** and of obtaining all other approvals, permits and consents shall rest solely upon the Developer.

SECTION 9. AT DEVELOPER'S EXPENSE

That the Developer shall perform and furnish all work, labor and services and shall furnish and supply all materials to carry out all provisions of their Agreement solely at their own expense.

SECTION 10. TITLE TO MATERIALS AND SUPPLIES

That no materials or supplies for the work described hereunder shall be purchased by the Developer, or by any sub-contractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Developer warrants that he has good title to all materials and supplies used by him in the work. Nothing in their Agreement shall be considered as vesting in the Developer any property right in the materials used, after they have been attached or incorporated in the work or in the soil but all such materials shall upon being so attached or incorporated, become the property of the Town.

SECTION 11. GUARANTEE OF ALL WORK

That all the work and materials furnished under their Agreement are hereby guaranteed by the Developer to be free of defects for a period of one (1) year following the date of filing of the Certificate of Completion in the Town Clerk's Office. Under their guarantee the Developer agrees to repair without delay, at their expense, any defects due to faulty materials, construction or installation.

SECTION 12. INSPECTION

The Town may make an inspection of all items to be completed and construction under this Agreement at any time. The Town shall thereupon notify the Developer of all defects and shall inform the Developer of all work that is required to be performed under the guarantee provisions of their Agreement.

SECTION 13. CORRECTION OF DEFECTS

The Developer shall immediately correct such defects and shall perform all other work directed to be performed under the guarantee provisions of their Agreement.

SECTION 14. RELEASE OF GUARANTEE

That when the inspection by the Town shows that all work required to be performed under their Agreement has been performed, that all defects have been corrected and that all work directed to be performed under the guarantee provisions has been performed.

SECTION 15. AFFIDAVIT OF NO LIENS

That thereafter the Developer shall execute and file with the Legal Department of the Town of Cicero an **"Affidavit of No Liens"** in a acceptable to the Cicero Legal Department**,** stating that there are no unpaid liens, judgments or claims affecting the highways constructed under their Agreement. The Legal Department will file the original Affidavit with the Town Clerk after approval as to form and content.

SECTION 16. RESOLUTION OF TOWN BOARD ACCEPTING WORK, RELEASING SECURITY

That upon filing in the Town Clerk's Office of the Release of Guarantee together with the appropriate Affidavit of No Liens, the Town Board shall consider the adoption of a resolution, releasing the security. **Said security cannot be released without such Town Board resolution. If such security is released without such Town Board action it shall be considered a violation and/or default of their Agreement.**

SECTION 17. INSURANCE REQUIREMENTS AT DEVELOPER'S EXPENSE

That the Developer shall obtain and maintain at their expense all of the insurance required herein; that such insurance shall be written by the insurance company authorized to write insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Developer, their sub-contractors and the Town of Cicero from liability for claims for personal injury, death and property damage which may arise directly or indirectly from operations under their contract.

The Developer shall indemnify the Town of Cicero against liability for claims, demands, loss, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Developer, their agents or employees, all sub-contractors, their or their agents or employees, including also any omission or supervisory act of Cicero, its employees or agents, in the performance of their Agreement, and shall hold the Cicero harmless therefrom.

SECTION 18. SECURITY TO BE POSTED BY DEVELOPER

A. **Amount of Security**

That the Developer shall deposit cash or equivalent with the Town Finance Department as security for the faithful performance of all the terms of their Agreement and incompliance with the letter from C&S Companies to the Town of Cicero dated July 24th, 2013.

B. **Types of Security**

The security required under their Agreement may be in any of the following forms:

1. Cash.

SECTION 19. DEFAULT IN PERFORMANCE AND USE OF SECURITY

If the Developer does not fully comply with the terms of this Agreement, the Town of Cicero may perform, or cause to be performed, all or any part of the terms described in this Agreement and may apply all of or any part of such security to reimburse the Town for costs incurred thereby, without notice to the Developer. The amount of reimbursement deemed necessary to cover the cost of such work shall be determined solely by the Town Board of the Town of Cicero.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Mandorla Gardens Housing Development Fund Company, Inc.

By: _____
NAME AND TITLE

Town of Cicero

By: _____
NAME AND TITLE

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On their day of **, 2014,** before me came **Jessica Zambrano**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Cicero, New York; that she is the **Supervisor** of the **Town of Cicero**, the Municipal Corporation described in and which executed the foregoing **Security Agreement**; that she knows the seal of said corporation; that the seal affixed to said **Agreement** is such corporate seal; that it was so affixed by Order of the Clay Town Board; and that he signed their name thereto by like order.

_____
Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this day of _____**, 2014,** before me, personally came _____, to me known, who being by me duly sworn, did depose and say that he resides in the Town of _____, New York; that he is the (Member/Partner/Managing Partner) of (name of developer company) the corporation described in and which executed the above Highway Construction Agreement; that he knows the seal of said corporation; that the seal affixed to said Highway Construction Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed their name thereto by like order.

_____
Notary Public

SECURITY POSTING AGREEMENT

KENWOOD HOMES, INC.

TOWN OF CICERO

THIS AGREEMENT, made this 30TH day of July by and between the **Town of Cicero**, a municipal corporation of the State of New York, with offices located at **8236 Brewerton Road, Cicero, New York 13039,** hereinafter designated as the **"TOWN"** and **Kenwood Homes, Inc.** a New York limited liability corporation, with offices located at 7519 Morgan Road, Liverpool, New York 13090**,** hereinafter designated as the **"DEVELOPER."**

W I T N E S S E T H:

WHEREAS, a the developer is seeking final approval and dedication of roads and infrastructure for drainage, etc. for residential properties located at Section 7B of Wallington Meadows in the Town, and,

WHEREAS, the developer has constructed sanitary sewers, storm sewers and roads in substantial conformance with the specifications and requirements of the Town with the exception of items listed and detailed in a letter from C&S Companies to the Town dated July 28th, 2014 and incorporated into this Agreement as well as specific amounts required as security posting, and,

WHEREAS, the Town Board of Cicero is willing to accept dedication of said improvements, and issue Certificates of Occupancy subject to the Developer's prompt and adequate performance of the terms and conditions of their Agreement, and subject to the approval of the Town and the Legal Department for the Town of Cicero,

NOW, THEREFORE, in consideration of their mutual premises, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I

GENERAL PROVISIONS

SECTION 1. COMPLETION

The Developer shall complete all work described in the letter from C&S Companies to the Town of Cicero dated July 28th, 2014. If the Developer fails to complete such work, this will constitute a breach of contract and the Town of Cicero will draw against any security posted by the Developer, in order to complete the required improvements.

SECTION 2. WORK

That the Developer perform and complete (in accordance with the provisions contained in the letter from C&S Companies to the Town of Cicero dated July 28th, 2014) the work described as well as proper grading, draining, graveling, surfacing and construction of the highways above named on the land described and conveyed in the aforementioned deed.

SECTION 3. MAINTAINING PROPERTY AND HIGHWAYS DURING CONSTRUCTION

That the Developer shall maintain said property and highways in a safe condition and in good repair until the Town Board adopts a resolution accepting said highways.

SECTION 4. REPAIRS

That the Developer shall immediately make any repairs deemed necessary by the Town upon written notification thereof.

SECTION 5. CONFORMANCE WITH APPROVED SUBDIVISION PLAN

That the required work, grading, draining, graveling, surfacing and construction of said highways, the grading of lands adjacent to said highways, and the location, placement, grade, depth and height of all utilities and devices, including all manholes, catch basins, drains, valve boxes, curb boxes, hydrants and appurtenances installed by the Developer shall not deviate from, and shall conform substantially to, the **Approved Residential/Commercial Utility and Subdivision Plans/Profiles/Plat** and amendments thereto as approved by the Town Board that all of the foregoing shall be performed and constructed in such manner that all will function properly and the Developer hereby assumed sole responsibility for the proper function thereof.

SECTION 6. CHANGES FROM APPROVED RESIDENTIAL SUBDIVISION PLAN/PLAT

That in the event it becomes necessary to make any changes from the **Final Residential/Commercial Utility and Subdivision Plan/Profiles/Plat** in order to secure the proper functioning of any items specified, or otherwise, no such change shall be made or attempted until after the Developer obtains approval in writing by the Planning Board of an appropriate amendment.

SECTION 7. NOTICE TO TOWN ENGINEERS OF CHANGES

That no utility or service or any part of appurtenances thereof including manholes, catch basins, valve boxes, curb boxes, hydrants, and drains shall be raised, lowered or otherwise changed, altered or moved except after the Developer has given to the Engineer for the Town a copy of the moves, at least seventy-two (72) hours before the work is scheduled to be performed and except upon attendance and complete observation by the Engineer for the Town of the performance of the work under such approved

amendment, and the Developer agrees that in the performance of the work under such amendment he will comply with all additional orders made or issued by the Town Engineer on behalf of the Town.

SECTION 8. AMENDMENTS TO FINAL RESIDENTIAL/COMMERCIAL SUBDIVISION PLAN/PLAT

That the burden of applying for and obtaining approval of amendments to the **Final Residential/Commercial Subdivision Plan/Plat** and of obtaining all other approvals, permits and consents shall rest solely upon the Developer.

SECTION 9. AT DEVELOPER'S EXPENSE

That the Developer shall perform and furnish all work, labor and services and shall furnish and supply all materials to carry out all provisions of their Agreement solely at their own expense.

SECTION 10. TITLE TO MATERIALS AND SUPPLIES

That no materials or supplies for the work described hereunder shall be purchased by the Developer, or by any sub-contractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Developer warrants that he has good title to all materials and supplies used by him in the work. Nothing in their Agreement shall be considered as vesting in the Developer any property right in the materials used, after they have been attached or incorporated in the work or in the soil but all such materials shall upon being so attached or incorporated, become the property of the Town.

SECTION 11. GUARANTEE OF ALL WORK

That all the work and materials furnished under their Agreement are hereby guaranteed by the Developer to be free of defects for a period of one (1) year following the date of filing of the Certificate of Completion in the Town Clerk's Office. Under their guarantee the Developer agrees to repair without delay, at their expense, any defects due to faulty materials, construction or installation.

SECTION 12. INSPECTION

The Town may make an inspection of all items to be completed and construction under this Agreement at any time. The Town shall thereupon notify the Developer of all defects and shall inform the Developer of all work that is required to be performed under the guarantee provisions of their Agreement.

SECTION 13. CORRECTION OF DEFECTS

The Developer shall immediately correct such defects and shall perform all other work directed to be performed under the guarantee provisions of their Agreement.

SECTION 14. RELEASE OF GUARANTEE

That when the inspection by the Town shows that all work required to be performed under their Agreement has been performed, that all defects have been corrected and that all work directed to be performed under the guarantee provisions has been performed.

SECTION 15. AFFIDAVIT OF NO LIENS

That thereafter the Developer shall execute and file with the Legal Department of the Town of Cicero an **"Affidavit of No Liens"** in a acceptable to the Cicero Legal Department**,** stating that there are no unpaid liens, judgments or claims affecting the highways constructed under their Agreement. The Legal Department will file the original Affidavit with the Town Clerk after approval as to form and content.

SECTION 16. RESOLUTION OF TOWN BOARD ACCEPTING WORK, RELEASING SECURITY

That upon filing in the Town Clerk's Office of the Release of Guarantee together with the appropriate Affidavit of No Liens, the Town Board shall consider the adoption of a resolution, releasing the security. **Said security cannot be released without such Town Board resolution. If such security is released without such Town Board action it shall be considered a violation and/or default of their Agreement.**

SECTION 17. INSURANCE REQUIREMENTS AT DEVELOPER'S EXPENSE

That the Developer shall obtain and maintain at their expense all of the insurance required herein; that such insurance shall be written by the insurance company authorized to write insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Developer, their sub-contractors and the Town of Cicero from liability for claims for personal injury, death and property damage which may arise directly or indirectly from operations under their contract.

The Developer shall indemnify the Town of Cicero against liability for claims, demands, loss, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Developer, their agents or employees, all sub-contractors, their or their agents or employees, including also any omission or supervisory act of Cicero, its employees or agents, in the performance of their Agreement, and shall hold the Cicero harmless therefrom.

SECTION 18. SECURITY TO BE POSTED BY DEVELOPER

A. **Amount of Security**

That the Developer shall deposit cash or equivalent with the Town Finance Department as security for the faithful performance of all the terms of their Agreement and incompliance with the letter from C&S Companies to the Town of Cicero dated July 28th, 2014.

B. **Types of Security**

The security required under their Agreement may be in any of the following forms:

1. Cash or Irrevocable Letter of Credit in a form approved by the Town Attorney.

SECTION 19. DEFAULT IN PERFORMANCE AND USE OF SECURITY

If the Developer does not fully comply with the terms of this Agreement, the Town of Cicero may perform, or cause to be performed, all or any part of the terms described in this Agreement and may apply all of or any part of such security to reimburse the Town for costs incurred thereby, without notice to the Developer. The amount of reimbursement deemed necessary to cover the cost of such work shall be determined solely by the Town Board of the Town of Cicero.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Kenwood Homes, Inc.

By: _____
NAME AND TITLE

Town of Cicero

By: _____
NAME AND TITLE

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On their day of **, 2014,** before me came **Jessica Zambrano**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Cicero, New York; that she is the **Supervisor** of the **Town of Cicero**, the Municipal Corporation described in and which executed the foregoing **Security Agreement**; that she knows the seal of said corporation; that the seal affixed to said **Agreement** is such corporate seal; that it was so affixed by Order of the Clay Town Board; and that he signed their name thereto by like order.

_____
Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this day of **_____, 2014,** before me, personally came Daniel Bargabos, to me known, who being by me duly sworn, did depose and say that he resides in the Town of _____, New York; that he is the (Member/Partner/Managing Partner) of (name of developer company) the corporation described in and which executed the above Highway Construction Agreement; that he knows the seal of said corporation; that the seal affixed to said Highway Construction Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed their name thereto by like order.

_____
Notary Public

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

July 24, 2014

Town Board
Town of Cicero
8236 Brewerton Road
Cicero, NY 13039

Re: Mandorla Gardens

File: 110.151.001

Dear Town Board Members:

Mandorla Gardens consists of 12 elderly care housing units located at the end of Meltzer Court in the Town of Cicero. Construction of the sanitary sewers, storm sewers, and roads has been completed in substantial conformance with the plans, except as noted herein. After the necessary securities, maintenance guarantees, fees and deposits are posted; these facilities are ready to be dedicated to the Town for operation and maintenance along with the associated easements and Rights-of-Way.

The total value of the necessary fees, deposits, and securities is listed below and the details of each, as appropriate, follow:

1.	Overland Drainage and Grading	-	$3,000	Security
2.	Stockpile stabilization and silt fencing	-	$9,000	Deposit
3.	Utility Maintenance Guarantee	-	$14,500	Security
4.	Road Guarantee	-	$8,600	Security
5.	Monument Deposit	-	$1,800	Deposit
6.	Stop Sign (2) Installation	-	$200	Deposit
7.	Deposit to cover additional Engineering Fees	-	$3,200	Deposit
	TOTAL		**$40,300**	

If you have any questions, please feel free to call me.

Very truly yours,

C&S ENGINEERS, INC.

Bruce W. Letts

Bruce W. Letts, P.E.
Principal Engineer
/bwl
Enclosure

cc: Ms. J. Zambrano, Supervisor, w/enclosure
Mr. C. Woznica, w/enclosure
Mr. S. Procopio, w/enclosure
Mr. R. Smith, w/enclosure
R. Germain, Esq., w/enclosure
Planning Board, w/enclosure
Mr. D, Mooney, w/enclosure

MANDORLA GARDENS

The following erosion and sediment control requirements need to be completed.

The large pile of stockpiled materials must be stabilized with vegetation. It must be immediately protected with silt fence and then seeded and mulched until grass is established. Once a viable grass cover is established, the silt fence may be removed. The cost of this work is estimated to be **$9,000**. It is important that this work be completed immediately. For this reason, we recommend that this security amount be in the form of a cash deposit which can be released as soon as a viable vegetation cover is established.

110.151.001

GUARANTEE REQUIREMENTS

A. Tract Name: Mandorla Gardens

B. Developer: Loretto

C. Drainage District: Oneida River, Oneida Lake

		Estimated Construction Cost		Amount of Guarantee
D.	Overland Drainage Facilities	$30,000	x 10% =	$3,000

Information Submitted By: Bruce W. Letts

Bruce W. Letts, P.E.

Date: July 24, 2014

110.151.001

MAINTENANCE GUARANTEE REQUIREMENTS

A. **Tract Name**: Mandorla Gardens

B. **Developer**: Loretto

C. **Special Districts**

	District Name	Estimated Construction Cost			Amount of Guarantee
Sanitary:	Lake Shore Sewer District	969 l.f. x $75 = $72,675	x 10%	=	$7,300
Storm Sewers:	Oneida River, Oneida Lake	1,436 l.f. x $50 = $71,800	x 10%	=	$7,200
Water*:	N/A	x 100% =			$0
			Total		$14,500

***Only if Town District. If by OCWA, a verification of Payment to OCWA is required.**

Information Submitted By: Bruce W. Letts

Bruce W. Letts, P.E.

Date: July 24, 2014

HIGHWAY GUARANTEE

A. **Tract Name**: Mandorla Gardens

Developer: Loretto

B. **HIGHWAY CONSTRUCTION GUARANTEE**:

Street Name	Feet
Meltzer Court	413'
Jamboree Drive	447'

TOTAL FOOTAGE 860 L.F. x $10.00/L.F. = $ 8,600

C. **Monument Deposit**:

No. of Monuments 3 x $600.00/ea. = $ 1,800

D. **Stop Signs**:

No. of Stop Signs 2 x $100.00/ea. = $ 200

Information Submitted By: Bruce W. Letts

Bruce W. Letts, P.E.

Date: July 24, 2014

LORETTO TRAFFIC MITIGATION RESOLUTION

WHEREAS : The Loretto senior living project, n/k/a The Cottages at Garden Grove, was approved by both the Town of Cicero Planning Board and the Town of Cicero Town board in 2010, and

WHEREAS: The approvals granted were both conditioned on the developer performing any traffic mitigation that might reasonably be required by the New York State Department of Transportation (NYSDOT), and

WHEREAS: Loretto has agreed to make reasonable efforts over the next year to obtain additional funding to complete installation of a northbound left turn lane from Route 11 to Meltzer Court, such construction to be completed in 2015, and

WHEREAS: In the event Loretto is not successful and the additional funding needed is not obtained, the funds set aside for this purpose in an escrow account at Century Health Capital, Inc. in the amount of approximately $270,000 will be maintained in the escrow account, and

WHEREAS: A copy of the associated escrow agreement for off-site facilities is appended and made a part of this resolution, and

WHEREAS: The Town of Cicero, Town Board agrees that when the next development takes place using the Meltzer Court/ Route 11 intersection, that the total impact of the then existing traffic plus the traffic from the proposed development will be analyzed by the sponsor of the new development , and

WHEREAS: The sponsor of this new development will obtain updated plans for the required impact mitigation and obtain approval of the updated plans from the NYSDOT, and

WHEREAS: The funds in escrow as described and documented above will be made available in total to offset the cost of this mitigation project, and

WHEREAS: In the event the mitigation has not begun by August 1,2024, or is deemed to be no longer necessary, the funds in escrow as described and documented above will be released to Loretto in total, and

NOW THEREFORE BE IT RESOLVED: That the Town of Cicero Town Board agrees that this approach and the commitment of these funds in escrow satisfy the traffic mitigation condition as set forth by the Town in 2010.

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

July 28, 2014

Town Board
Town of Cicero
P.O. Box 1517
Cicero, New York 13039

Re: Wallington Meadows Section 7B

File: 110.158

Dear Town Board:

Wallington Meadows Section 7B is a 21 lot subdivision west of Whiting Road in the Town of Cicero. Construction of the sanitary sewers, drainage facilities, and roads has been completed in substantial conformance with the plans, except as noted herein. After the necessary securities, maintenance guarantees, fees and deposits are posted, these facilities are ready to be dedicated to the Town for operation and maintenance along with the associated easements and Rights-of-Way.

The total value of the necessary fees, deposits, and securities is listed below and the details of each, as appropriate, follow:

1. Overland Drainage and Grading - $6,700 Security
2. Utility Maintenance Guarantee - $17,625 Security
3. Road Construction Guarantee - $12,700 Security
4. Road Repairs and Topcoat Installation $24,400 Security
5. Park Land Contribution - $1,900 Fee
6. Monument Deposit - $1,800 Deposit
7. Stop Sign Installation - $100 Deposit

1. OVERLAND DRAINAGE AND GRADING

- The rear yard swale between Lots 155 needs to be relocated so that it lies within the proposed drainage easement.

100 feet @ $20/foot	$2,000

- The swale south and east of Periwinkle Path must be installed and End Section #3 and piping to CB #46 must be installed. End Section #2 must be installed.

20' of 12" @ $50/lf	$1,000
2 End sections @ $250	$500
160' swale @ $20	$3,200
Total	**$6,700**

2. UTILITY MAINTENANCE GUARANTEE REQUIREMENTS

District Name	Estimated Construction Cost	Guarantee Amount
Lakeshore Sewer District Contract No. 37C	$95,250	$9,525
Oneida River, Oneida Lake & Chittenango Creek	$81,500	$8,150
	Total	**$17,625**

3. ROAD CONSTRUCTION GUARANTEE

Street Name(s)	Length	Width	Gutters
Alazarin Drive Cobalt Drive Periwinkle Path	1,270 ft.	22 ft.	2 ft. each side

1,270 feet @ $10/foot = $12,700

4. ROAD REPAIRS AND TOP COAT INSTALLATION

Concrete gutter repairs – Periwinkle Path		$1,540
1 ½ inch topcoat – 2,525 ft.		$22,860
	Total	**$24,400**

5. PARKLAND CONTRIBUTION

Section 7B-1: 4 Lots @ $475/lot **$1,900**

6. MONUMENT DEPOSIT

Three monuments @ $600 each **$1,800**

7. STOP SIGN INSTALLATIONS

One stop sign @ $100 each **$100**

In addition, please note the following:

- Erosion and sediment control efforts should now be required lot by lot as homes are being constructed.
- All of the fees, securities, and deposits need to have been posted with the town before the roads and utilities are accepted by the Town Board.
- End Section #3 and piping to CB #46 must be installed.
- End Section #2 must be installed.
- We have reviewed the right-of-way descriptions for the roads and the easement descriptions for the sanitary sewers and drainage facilities and find them acceptable.

Copies of the easement descriptions and right-of-ways are included with the Town Attorney's copy of this letter.

If you have any questions, please do not hesitate to call.

Very truly yours,

C&S ENGINEERS, INC.

Bruce W. Letts, P.E.
Principal Engineer

BWL/bwl

cc: Ms. Jessica Zambrano, Supervisor
Planning Board
Mr. Richard Hooper, Director of Codes
Mr. Chris Woznica, Highway Superintendent
Ms. Shirlie Stuart, Comptroller
Ms. Tracy Cosilmon, Town Clerk
Robert Germain, Esq. Town Attorney, w/enclosures
Mr. Mark Parish, P.E. O'Brien & Gere Engineers, Inc.
Mr. Dan Bargabos, Kenwood Homes