

**LOWER CHITTENANGO CREEK MAINTENANCE AGREEMENT  
2014 to 2019**

Cooperative Agreement By and Between

The Town of Manlius  
The Town of Sullivan  
The Town of Cicero  
The Madison County Soil & Water Conservation District

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**CHITTENANGO CREEK MAINTENANCE AGREEMENT  
2014 to 2019**

**This Agreement**, made by and between the Madison County Soil and Water Conservation District, called the Sponsor; and the Towns of Manlius and Sullivan and Cicero, called the Towns.

**WITNESSETH THAT:**

**WHEREAS**, Chittenango Creek possesses a drainage area of 326 square miles and runoff from this area must flow to Oneida Lake by means of the Lower Chittenango Creek channel and the capacity of this channel between Bridgeport and the New York State Thruway has been reduced by the presence of logjams. The District and the Towns have agreed to cooperate to implement a plan to remove these logjams.

**NOW, THEREFORE**, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and the Towns do hereby agree as follows:

- A. It is agreed that the maintenance work is to be completed at a cost of the money available to do the work according to Attachment 1.
  - B. The Sponsor will:
    - 1. Upon acceptance of this agreement by any party, assume responsibility for acting as general contractor for the purposes and duration of this Agreement.
    - 2. Be responsible for obtaining required permits, for working with the Towns to obtain necessary easements, and for doing the maintenance work needed.
    - 3. Administer project funds, provide adequate accounting procedures, submit progress reports as needed, and submit annual and final financial reports.
    - 4. Have no authority or right to exceed the amount of the funds available to do the work under Attachment 1.
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- 5. Provide for technical services, including but not limited to obtaining basic information; preparation of specifications; and performance of inspection services and quality control during any maintenance activities.
  - 6. Contract for any maintenance work, and arrange for and conduct inspection of the completed work.

7. Take reasonable and necessary actions to dispose of all issues arising out of this Agreement. The Sponsor will advise, consult with, and obtain concurrence of the Towns on any such matters in which the parties could have a financial interest.

C. The Towns will:

1. Provide funds in accordance with the Cost Share Plan as attached to this Agreement designated as Attachment 1, and provide the Sponsor evidence of such commitment in the form of a resolution or similar documentation.

2. Assist the Sponsor in obtaining easements as necessary.

D. It is mutually agreed that:

1. Any additional funds contributed to the maintenance of Lower Chittenango Creek from any other source will be placed in the same fund account, as will any interest earned during the life of this Agreement, and any funds remaining at the end of one year's work season will be used during the following year.

2. Any maintenance activity may begin as funds are available and that the Sponsor need not have the concurrence of all parties to this Agreement as a prerequisite to beginning and /or completing maintenance activities.

3. **HOLD HARMLESS:** The Towns further covenant and agree to indemnify, defend and hold harmless the Madison County Soil and Water Conservation District, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability or damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Towns, their employees or agents in connection with this Agreement.

4. **HOLD HARMLESS:** Madison County Soil and Water Conservation District further covenants and agrees to indemnify, defend and hold harmless the Town of Manlius and the Town of Sullivan and the Town of Cicero, their officers, agents and employees from and against any and all loss or expense that may arise by reason of liability or damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on part of Madison County Soil & Water Conservation District, its officers, agents or employees in connection with this Agreement.

5. Each Sponsor-Contractor Agreement shall be substantially identical to that annexed hereto and designated Exhibit "A", and in particular paragraph "(6)" and "(7)" thereof.

6. Modification of this Agreement and Exhibit A shall be allowed only upon the approval of the governing bodies of all the parties, and effected with the same formality as entry into the original contract.

**INWITNESS THEREOF**, The Sponsor and the Towns have executed this Agreement.

Madison County Soil & Water Conservation District

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Town of Manlius

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Town of Sullivan

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Town of Cicero

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Attachment 1

To the Lower Chittenango Creek Maintenance Agreement

2014 to 2019 COST SHARE PLAN

Municipality

Town of Manlius	\$1,350.00/year
Town of Sullivan	\$5,000.00/year
Town of Cicero	\$3,650.00/year

All interest earned remains in the fund.

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**Exhibit A**

**AGREEMENT**

**THIS AGREEMENT**, by and between the Madison County Soil and Water Conservation District, a special District authorized by the Madison County Board of Supervisors, by Doug Holdridge, Chairman, Madison County Soil and Water Conservation District Board of Directors, hereinafter called "District" and, \_\_\_\_\_, hereinafter called "Contractor";

**WITNESSETH**

**WHEREAS**, the Contractor possesses the special skills and training required to perform services in connection therewith;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1) **TERM:** The term of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The District reserves the right to terminate this Agreement for cause at anytime.

2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to Michael Johnston, Sr. District Technician, or other designee.

3) **COMPENSATION:** The District hereby agrees to pay the Contractor an hourly rate of \_\_\_\_\_ in full and final satisfaction of all services and expenses. The total amount of compensation shall not exceed \_\_\_\_\_.

Payment shall be made in accordance with established District procedures, upon submission of itemized bills which specify dates and hours of work performed, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue service form W-9 (request for taxpayer identification number and certification.)

4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him hereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the District.

**Exhibit A**

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Agreement Continued

5) **INDEPENDENT CONTRACTOR:** For the purpose of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the District, the County of Madison (herein called the "County"), or the Towns of Sullivan, Manlius, or Cicero (herein called the "Towns"), and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the District, County or Towns.

6) **HOLD HARMLESS:** Regarding the operations and responsibilities concerning the Agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the Madison County SWCD, the County of Madison, the Town of Sullivan, the Town of Manlius, and the Town of Cicero, their officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, his employees or agents in connection with this Agreement.

7) **INSURANCE:** The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations and Broad form Contractual with minimum limits of \$1,000,000.

The required insurance policies shall be endorsed to include Madison County Soil and Water Conservation District, The Town of Sullivan, the Town of Manlius, and the Town of Cicero, as additional insured. Also, to include the provision that the issuing company (s) will notify the Certificate of Insurance Holder, who shall be Patricia Casler, located at 6503 Wes Road, Hamilton, NY 13346 and Supervisor John Becker located at the Town of Sullivan Office, New Boston Road, Chittenango, NY 13037 and Supervisor Edmond Theobald, located at Town of Manlius Office, 301 Brooklea Drive, Fayetteville, NY 13601 and Supervisor Jessica Zambrano, located at Town of Cicero Office, 8236 Brewerton Road, Cicero NY 13039, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation, or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

8) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State

**Exhibit A**

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Agreement Continued

and county laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

9) **CERTIFICATE OF INSURANCE:** The Contractor shall have furnished to the Madison County Soil and Water Conservation District a Certificate of Insurance which shall evidence all of the above requirements of insurance, including Worker's Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the District of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types,; amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as herein above required so as to include the District, The Town of Sullivan, the Town of Manlius, and the Town of Cicero as additional insured and to notify the District of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder, Madison County SWCD, 6503 Wes Road, Hamilton, NY 13346.

10) **LICENSES AND PERMITS:** The District hereby agrees to obtain necessary Protection of Waters permits from NYS DEC and US Army Corps of Engineers. Contractor hereby agrees that he will obtain at his own expense all other licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

11) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the District beyond monies appropriated and available for the purpose thereof.

12) **CONTRACT MODIFICATIONS:** This Agreement represents the entire and integrated Agreement between the District and the Contractor and supercedes all prior negotiations, representations or agreements either written or oral. The Agreement may be amended only by written instrument signed by both the District and the Contractor.

13) The contractor shall, during his regular working hours, permit observation of the work by the District, its authorized agents and public authorities who have a bonafide interest in the successful completion of the work.

**Exhibit A**

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Agreement Continued

- 14) The District will issue Internal Revenue Service form 1099-Miscellaneous to report payments to the contractor.
  - 15) The District will provide the contractor with the Prevailing Rate Schedules for the applicable job classifications.
  - 16) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
  - 17) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clauses shall be deemed to have been inserted and shall have the full force and effect of law.
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IN WITNESS THEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

**MADISON COUNTY SOIL AND  
WATER CONSERVATION DISTRICT**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairman, Board of Directors

STATE OF NEW YORK)  
COUNTY OF MADISON) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public-State of New York

DATED: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF MADISON) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public-State of New York

## **Exhibit A**

### **SCHEDULE A**

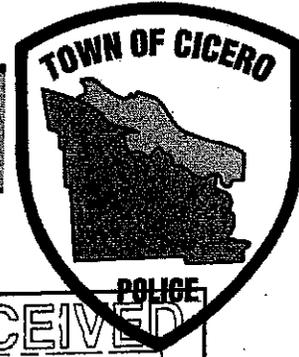
Logjams will be removed through the use of an excavator with thumb and cable attached. Logjam material will be chainsawed to a truckable size and loaded onto trucks provided by the local Highway Department. The contractor will provide an excavator with operator and another laborer to attach cables and chainsaw logjam materials, as well as at least two chainsaws and a boat.

#### **General Provisions:**

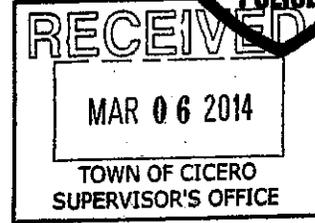
- 1) Except where otherwise noted, the Contractor shall provide and pay for all materials, labor, equipment, tools, power, water, and other items necessary to complete the work.
  - 2) Workmanship shall be of good quality and all work completed in a workmanlike manner.
  - 3) Work shall be performed only during regular work hours, 8:00 AM to 4:30 PM Monday through Friday, with the exception of holiday, except with the prior permission of the District Project Inspector.
  - 4) The contractor shall be responsible for the repair or replacement of property that is damaged by the contractor and his/her employees.
  - 5) The contractor shall comply with Article 8 (Section 220-223) of the New York State Labor Law whose provisions are listed in Appendixes A and B.
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**Town of Cicero Police Department**

**INTER OFFICE MEMO**



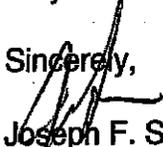
**DATE:** March 6, 2014  
**TO:** Supervisor Jessica Zambrano  
**FROM:** Chief Joseph Snell  
**RE:** Court Bailiff - Hire  
**CC:** Town Board



On March 6, 2014 Judge Demarche, Judge Bruffet and myself interviewed four candidates for the vacant position of Court bailiff.

Requesting the Town Board appoint Joseph M. Ziemba to the court bailiff's position effective March 12, 2014 at a rate of \$12.00 an hour.

As you can see from his resume Mr. Ziemba is highly qualified and a town resident.

Sincerely,  
  
Joseph F. Snell  
Chief of Police

Town of Cicero, NY  
Tuesday, March 11, 2014

## Chapter 112. FLOOD DAMAGE PREVENTION

**[HISTORY: Adopted by the Town Board of the Town of Cicero 3-9-1992 by L.L. No. 2-1992. Amendments noted where applicable.]**

### GENERAL REFERENCES

Building construction and fire prevention — See Ch. 68.

Mobile homes — See Ch. 140.

Subdivision of land — See Ch. 185.

Wetlands — See Ch. 206.

Zoning — See Ch. 210.

### § 112-1. Findings.

The Cicero Town Board of the Town of Cicero finds that the potential and/or actual damages from flooding and erosion may be a problem to the residents of the Town of Cicero and that such damages may include: destruction or loss of private and public housing, damage to public facilities, both publicly and privately owned, and injury to and loss of human life. In order to minimize the threat of such damages and to achieve the purposes and objectives hereinafter set forth, this chapter is adopted.

### § 112-2. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of the natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- D. Control filling, grading, dredging and other development which may increase erosion or flood damages;
- E. Regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands; and
- F. Qualify for and maintain participation in the National Flood Insurance Program.

### § 112-3. Objectives.

The objectives of this chapter are:

- A. To protect human life and health;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, sewer lines, streets and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- G. To provide that developers are notified that property is in an area of special flood hazard; and
- H. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

## § 112-4. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application:

### **APPEAL**

A request for a review of the local administrator's interpretation of any provision of this chapter or a request for a variance.

### **AREA OF SHALLOW FLOODING**

A designated AO, AH, or VO Zone on a community's Flood Insurance Rate Map (FIRM) with a one-percent or greater annual chance of flooding to an average annual depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

### **AREA OF SPECIAL FLOOD HAZARD**

The land in the floodplain within a community subject to one-percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1-A30, A99, V, VO, VE, or V1-V30. It is also commonly referred to as the "base floodplain" or "one-hundred-year floodplain."

### **BASE FLOOD**

The flood having a one-percent chance of being equaled or exceeded in any given year.

### **BASEMENT**

That portion of a building having its floor subgrade (below ground level) on all sides.

### **BREAKAWAY WALL**

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

### **BUILDING**

See "structure."

### **CELLAR**

Has the same meaning as "basement."

### **COASTAL HIGH-HAZARD AREA**

An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high-velocity wave action from storms or seismic sources. The area is designated on a FIRM as Zone V1-V30, VE, VO, or V.

**DEVELOPMENT**

Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation or drilling operations or storage of equipment or materials.

**ELEVATED BUILDING**

A nonbasement building built, in the case of a building in Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, to have the top of the elevated floor, or in the case of the building in Zones V1-V30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base of the flood. In the case of Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of Zones V1-V30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls that meet the federal standards.

**EXISTING MANUFACTURED HOME PARK OR SUBDIVISION**

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by the community.

**EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION**

The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

The federal agency that administers the National Flood Insurance Program.

**FLOOD BOUNDARY AND FLOODWAY MAP (FBFM)**

An official map of the community published by the Federal Emergency Management Agency as part of a riverine community's Flood Insurance Study.

**FLOOD ELEVATION STUDY**

An examination, evaluation and determination of the flood hazards and, if appropriate, corresponding water surface elevations, or an examination, elevation and determination of flood-related erosion hazards.

**FLOOD HAZARD BOUNDARY MAP (FHBM)**

An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as Zone A but no flood elevations are provided.

**FLOOD INSURANCE RATE MAP (FIRM)**

An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY**

See "Flood Elevation Study."

**FLOOD or FLOODING**

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

B. The collapse or subsidence of land along the shore of a lake or other body as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Subsection A(1) above.

**FLOODPLAIN or FLOOD-PRONE AREA**

Any land area susceptible to being inundated by water from any source (see definition of "flooding").

**FLOODPROOFING**

Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

**FLOODWAY**

Same meaning as "regulatory floodway."

**FUNCTIONALLY DEPENDENT USE**

A use which cannot perform its intended purpose unless it is located or carried out in a close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, ship building, and ship repair facilities. The term does not include long-term storage, manufacturing, sales, or service facilities.

**HIGHEST ADJACENT GRADE**

The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

**HISTORIC STRUCTURE**

Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in states with historic preservation programs that have been certified either:

- (1) By an approved state program as determined by the Secretary of the Interior;  
or
- (2) Directly by the Secretary of the Interior in states without approved programs.

**LOCAL ADMINISTRATOR**

The person appointed by the community to administer and implement this chapter by granting or denying development permits in accordance with its provisions. This person is often the Code Enforcement Officer, Building Inspector or employee of an engineering department.

**LOWEST FLOOR**

Lowest floor of the enclosed area (including basement or cellar). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

**MANUFACTURED HOME**

A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term does not include a recreational vehicle.

**MANUFACTURED HOME PARK OR SUBDIVISION**

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MEAN SEA LEVEL**

For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

**MOBILE HOME**

The same meaning as "manufactured home."

**NATIONAL GEODETIC VERTICAL DATUM (NGVD)**

As corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

**NEW CONSTRUCTION**

Structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the community and includes any subsequent improvements to such structure.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION**

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

**ONE-HUNDRED-YEAR FLOOD**

The same meaning as "base flood."

**PRIMARY FRONTAL DUNE**

A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The

inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

**PRINCIPALLY ABOVE GROUND**

At least 51% of the actual cash value of the structure, excluding land value, is above ground.

**RECREATIONAL VEHICLE**

A vehicle which is:

- A. Built on a single chassis;
- B. Four hundred square feet or less when measured at the largest horizontal projections;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**REGULATORY FLOODWAY**

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as determined by the Federal Emergency Management Agency in a Flood Insurance Study or by other agencies as provided in § 112-12B of this chapter.

**SAND DUNES**

Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

**START OF CONSTRUCTION**

Includes substantial improvement and means the initiation, excluding planning and design, of any phase of a project, physical alteration of the property, and shall include land preparation, such as clearing, grading, and filling; installation of street and/or walkways; excavation for a basement, footings, piers, or foundations or the erection of temporary forms. It also includes the placement and/or installation on the property of accessory buildings (garages, sheds), storage trailers, and building materials. For manufactured homes the "actual start" means affixing of the manufactured home to its permanent site.

**STRUCTURE**

A walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**SUBSTANTIAL DAMAGE**

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT**

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. The term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or other safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

B. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

#### **VARIANCE**

A grant of relief from the requirements of this chapter which permits construction or use in a manner that would otherwise be prohibited by this chapter.

### **§ 112-5. Lands to which this chapter applies.**

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of Cicero.

### **§ 112-6. Basis for establishing areas of special flood hazard.**

#### **[Amended 7-24-1994 by L.L. No. 1-1994]**

- A. The areas of special flood hazard are identified and defined on the following documents prepared by the Federal Emergency Management Agency:
- (1) Flood Insurance Rate Map (multiple panels) Index No. 360572 0001-0015, whose effective date is September 15, 1994.
  - (2) A scientific and engineering report entitled "Flood Insurance Study, Town of Cicero, New York, Onondaga County," dated September 15, 1994.
- B. The above documents are hereby adopted and declared to be a part of this chapter. The Flood Insurance Study and/or maps are on file at: Cicero Town Hall, 8236 South Main Street, Cicero, New York 13039.

### **§ 112-7. Interpretation and conflict with other laws.**

This chapter includes all revisions to the National Flood Insurance Program through November 1, 1989, and shall supersede all previous laws adopted for the purpose of flood damage prevention. In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

### **§ 112-8. Penalties for noncompliance.**

No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered and no land shall be excavated or filled without full compliance with the terms of this chapter and any other applicable regulations. Any infraction of the provisions of this chapter by failure to comply with any of its requirements, including infractions of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined no more than \$250 or imprisoned for not more than 15 days, or both. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the Town of Cicero from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this chapter for which the developer and/or owner has not applied for and received an approved variance under §§ 112-19 and 112-

zo will be declared noncompliant and notification sent to the Federal Emergency Management Agency.

### **§ 112-9. Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Town of Cicero, any officer or employee thereof, or the Federal Emergency Management Agency for any flood damages that result from reliance on this chapter or administrative decision lawfully made thereunder.

### **§ 112-10. Designation of local administrator.**

The Codes Enforcement Officer is hereby appointed local administrator to administer and implement this chapter by granting or denying floodplain development permits in accordance with its provisions.

### **§ 112-11. Floodplain development permit.**

- A. Purpose. A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting its citizens from increased flood hazards and insuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in § 112-6, Basis for establishing areas of special flood hazard, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the local administrator and may include but not be limited to plans, in duplicate, drawn to scale and showing: the nature, location, dimensions, and elevations of the area in questions; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing.
- B. Fees. All applications for a floodplain development permit shall be accompanied by an application fee of \$25. In addition, the applicant shall be responsible for reimbursing the Town of Cicero for any additional costs necessary for review, inspection and approval of this project. The local administrator may require a deposit of no more than \$500 to cover these additional costs.

### **§ 112-12. Application for permit.**

The applicant shall provide at least the following information, where applicable. Additional information may be required on the permit application form.

- A. The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved structure to be located in Zones A1-A30, AE or AH, or Zone A if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the local administrator the as-built elevation, certified by a licensed professional engineer or surveyor.

- B. The proposed elevation, in relation to mean sea level, of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of any new or substantially improved structure to be located in Zones V1-V30 or VE, or Zone V if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the local administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
- C. The proposed elevation, in relation to mean sea level, to which any new or substantially improved nonresidential structure will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the local administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.
- D. A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in § 112-15C, Utilities.
- E. A certificate from a licensed professional engineer or architect that any nonresidential floodproofed structure will meet the floodproofing criteria in § 112-17, Nonresidential structures (except coastal high-hazard areas).
- F. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in § 112-6, Basis for establishing areas of special flood hazard, when notified by the local administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.
- G. A technical analysis, by a licensed professional engineer, if required by the local administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.
- H. In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either 50 lots or five acres.

### § 112-13. Duties and responsibilities of local administrator.

Duties of the local administrator shall include, but not be limited to, the following:

A. ~~Permit application review. The local administrator shall conduct the following permit application review before issuing a floodplain development permit:~~

- (1) Review all applications for completeness, particularly with the requirements of § 112-12, Application for permit, and for compliance with the provisions and standards of this chapter.
- (2) Review subdivision and other proposed new development, including manufactured home parks, to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard,

all new construction and substantial improvements shall meet the applicable standards of §§ 112-14 through 112-18, and, in particular, § 112-14A, Subdivision proposals.

- (3) Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The local administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination. If the proposed development may result in physical damage to any other property or fails to meet the requirement of §§ 112-14 through 112-18, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and resubmit the application.
- (4) Determine that all necessary permits have been received from those governmental agencies from which approval is required by state or federal law.

B. Use of other flood data.

- (1) When the Federal Emergency Management Agency has designated areas of special flood hazard on the community's Flood Insurance Rate Map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A or V on the FIRM) nor identified a floodway, the local administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, including data developed pursuant to § 112-12H, as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this chapter.
- (2) When base flood elevation data are not available, the local administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purpose of this chapter.

C. Alteration of watercourses. The local administrator shall:

- (1) Notify adjacent communities and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse, and submit evidence of such notification to the Regional Director, Region II, Federal Emergency Management Agency.
- (2) Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

D. Construction stage.

- (1) In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).
- (2) Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The local administrator shall review all data submitted.

Deficiencies detected shall be cause to issue a stop-work order for the project unless immediately corrected.

E. Inspections. The permit applicant's engineer or surveyor shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, to the local administrator, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.

F. Stop-work orders.

(1) The local administrator shall issue, or cause to be issued, a stop-work order for any floodplain development found ongoing without a development permit. Disregard of a stop-work order shall subject the violator to the penalties described in § 112-8, Penalties for noncompliance, of this chapter.

(2) The local administrator shall issue, or cause to be issued, a stop-work order for any floodplain development found noncompliant with the provisions of this chapter and/or the conditions of the development permit. Disregard of a stop-work order shall subject the violator to the penalties described in § 112-8, Penalties for noncompliance, of this chapter.

G. Certificate of compliance.

(1) In areas of special flood hazard, as determined by documents enumerated in § 112-6, Basis for establishing areas of special flood hazard, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the local administrator stating that the building or land conforms to the requirements of this chapter.

(2) A certificate of compliance shall be issued by the local administrator upon satisfactory completion of all development in areas of special flood hazard.

(3) Issuance of the certificate shall be based upon the inspections conducted as prescribed in Subsection E, Inspections, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.

H. Information to be retained. The local administrator shall retain and make available for inspection copies of the following:

(1) Floodplain development permits and certificates of compliance;

(2) Certifications of as-built lowest floor elevations of structures, required pursuant to Subsection D(1) and (2), and whether or not the structures contain a basement.

(3) Floodproofing certificates required pursuant to Subsections D(1) and (2), and whether or not the structures contain a basement.

(4) Variances issued pursuant to §§ 112-19 and 112-20; and

(5) Notices required under Subsection C, Alteration of watercourses.

## § 112-14. General construction standards.

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in § 112-6, Basis for establishing areas of special flood hazard:

A. Subdivision proposals. The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):

- (1) Proposals shall be consistent with the need to minimize flood damage;
- (2) Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed so as to minimize flood damage; and
- (3) Adequate drainage shall be provided to reduce exposure to flood damage.

B. Encroachments.

- (1) Within Zones A1-A30 and AE, on streams without regulatory floodway, no new construction, substantial improvements or other development (including fill) shall be permitted unless:
  - (a) The applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any location; or
  - (b) The Town of Cicero agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Cicero for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Cicero for all costs related to the final map revisions.
- (2) On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in § 112-6, Basis for establishing areas of special flood hazard, no new construction, substantial improvements or other development (including fill) shall be permitted unless:
  - (a) A technical evaluation by a licensed professional engineer shows that such an encroachment shall not result in any increase in flood levels during occurrence of the base flood; or
  - (b) The Town of Cicero agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Cicero for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Cicero for all costs related to the final map revisions.

## § 112-15. Standards for all structures.

A. Anchoring. New structures and substantial improvements to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

B. Construction materials and methods.

- (1) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.
- (2) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.
- (3) Enclosed areas below lowest floor.

- (a) For enclosed areas below the lowest floor of a structure within Zones A1-A30, AE or AH, and also Zone A if base flood elevation data are available, new and substantially improved structures shall have fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:
- [1] A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and
  - [2] The bottom of all such openings no higher than one foot above the lowest adjacent finished grade.
- (b) Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwater. Enclosed areas subgrade on all sides are considered basements and not permitted.

#### C. Utilities.

- (1) Machinery and equipment servicing a building must either be elevated to or above the base flood level or designed to prevent water from entering or accumulating within the components during a flood. This includes heating, ventilating, and air-conditioning equipment, hot water heaters, appliances, elevator lift machinery, and electrical junction and circuit breaker boxes. When located below the base flood elevation, a professional engineer's or architect's certification of the design is required.
- (2) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall.
- (4) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

## § 112-16. Residential structures.

A. Elevation. The following standards, in addition to the standards in § 112-14A, Subdivision proposals, and § 112-14B, Encroachments, and § 112-15, Standards for all structures, apply to structures located in areas of special flood hazards as indicated:

- (1) Within zones A1-A30, AE and AH and also Zone A if base flood elevation data are available, new construction and substantial improvements shall have the lowest floor (including basement) elevated to a minimum of one foot above the base flood level.
- (2) Within Zone A, when no base flood elevation data are available, new and substantially improved structures shall have the lowest floor (including basement) elevated at least three feet above the highest adjacent grade.
- (3) Within Zone AO, new and substantially improved structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's Flood Insurance Rate Map

enumerated in § 112-6, Basis for establishing areas of special flood hazard (at least two feet if no depth number is specified).

- (4) Within Zones AH and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.

### § 112-17. Nonresidential structures.

The following standards apply to new and substantially improved commercial, industrial and other nonresidential structures, in addition to the requirements in § 112-14A, Subdivision proposals, and § 112-14B, Encroachments, and § 112-15, Standards for all structures:

- A. Within Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, new construction and substantial improvements of any nonresidential structure, together with attendant utility and sanitary facilities, shall either:
  - (1) Have the lowest floor, including basement or cellar, elevated to a minimum of one foot above the base flood elevation; or
  - (2) Be floodproofed so that the structure is watertight below the base flood level with walls substantially impermeable to the passage of water. All structural components located below the base flood level must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
- B. Within Zone AO, new construction and substantial improvements of nonresidential structures shall:
  - (1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or
  - (2) Together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in Subsection A(2).
  - (3) If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A floodproofing certificate or other certification shall be provided to the local administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of Subsection A(2), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.
  - (4) Within zones AH and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.
  - (5) Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three feet above the highest adjacent grade.

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### § 112-18. Manufactured homes and recreational vehicles.

- A. The following standards, in addition to the standards in § 112-14, General construction standards, and § 112-15, Standards for all structures, apply in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard. Recreational vehicles placed on sites within Zones A1-A30, AE, AH, V1-V30, V and VE shall either: be on site fewer than 180 consecutive days; be fully licensed and ready for highway use; or meet the requirements for manufactured homes in Subsections B, D

- and E. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
- B. A manufactured home that is placed or substantially improved in Zones A1-A30, AE, AH, V1-V30 or VE that is on a site either outside of an existing manufactured home park or subdivision; in a new manufactured home park or subdivision as herein defined; in an expansion to an existing manufactured home park or subdivision as herein defined; or in an existing manufactured home park or subdivision as herein defined on which a manufactured home has incurred substantial damage as the result of a flood; shall, within Zones A1-A30, AE, and AH, be elevated on a permanent foundation such that the lowest floor is elevated to or above the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement; or within Zones V1-V30 and VE, be elevated on a pile foundation such that the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) is elevated to or above the base flood elevation and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
- C. A manufactured home to be placed or substantially improved in Zone A1-A30, AE, AH, V1-V30, or VE, in an existing manufactured home park or subdivision that is not to be placed on a site on which a manufactured home has incurred substantial damage shall be:
- (1) Elevated in a manner such as required in Subsection B; or
  - (2) Elevated such that the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and are securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Elevation on piers consisting of dry stacked blocks is prohibited.
- D. Within Zones A or V, when no base flood elevation data are available, new and substantially improved manufactured homes shall have the floor elevated at least three feet above the highest adjacent grade.
- E. Within Zone AO, the floor shall be elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map enumerated in § 112-6, Basis for establishing areas of special flood hazard (at least two feet if no depth number is specified).

## § 112-19. Appeals Board.

- A. The Zoning Board of Appeals as established by the Town of Cicero shall hear and decide appeals and requests for variances from the requirements of this chapter.
- 
- B. The Zoning Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the local administrator in the enforcement or administration of this chapter.
- C. Those aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.
- D. In passing upon such applications, the Zoning Board of Appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and:
- (1) The danger that materials may be swept onto other lands to the injury of others;

- (2) The danger to life and property due to flooding or erosion damage;
  - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (4) The importance of the services provided by the proposed facility to the community;
  - (5) The necessity to the facility of a waterfront location, where applicable;
  - (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
  - (7) The compatibility of the proposed use with existing and anticipated development;
  - (8) The relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
  - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (10) The costs to local government and the dangers associated with conducting search and rescue operations during periods of flooding;
  - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - (12) The costs of providing governmental services during and after flood conditions, including search and rescue operations, maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems and streets and bridges.
- E. Upon consideration of the factors of Subsection **D** and the purposes of this chapter, the Zoning Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
- F. The local administrator shall maintain records of all appeal actions including technical information and report any variances to the Federal Emergency Management Agency upon request.

## § 112-20. Conditions for variances.

- A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing § 112-19D(1) through (12) have been fully considered. As the lot size increases beyond 1/2 acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the repair or rehabilitation of historic structures upon determination that:
- (1) The proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure.
  - (2) The variance is the minimum necessary to preserve the historic character and design of the structure.
- 
- C. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
- (1) The criteria of Subsections **A**, **D**, **E**, and **F** of this section are met;
  - (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.
- D. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

- E. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- F. Variances shall only be issued upon receiving written justification of:
  - (1) A showing of good and sufficient cause;
  - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
  - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- G. Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that the cost of flood insurance will be commensurate with the increased risk resulting from lowest floor elevation.

Jessica

Date: March 12, 2014

## Highway Department Agenda Items

Request approval for the following items:

**Amending the wingperson list:**

Remove-William Alley, John Coon, Nathan Mayers, Brett Wood

Add-Ian LaRochelle, Benjamin Mayers, Charles Stuhler

*delete for 3/12/14*

~~**(A)ITEM: Repair/Rebuild of 3 road striper paint pumps and 6 replacement nozzles + freight**~~

~~**JUSTIFICATION: The pull behind road striper has 3 paint pumps that need to be rebuilt before the stripeing season. We also need additional replacement nozzles, that are changed after every 300 gal. Used.there are 3 nozzles on the machine-2 yellow, 1 white.**~~

~~**VENDOR: Crossroads Highway (Graco vendor)**~~

~~**AMOUNT: approx. \$2,250.00**~~

~~**ACCOUNT CODE: A33104**~~

**(B)ITEM: Transfer Tape, Electronic cuttable film for the sign machine**

**JUSTIFICATION: This is the colored film we use for the street signs.**

**VENDOR: 3 M (direct vendor)**

**AMOUNT: not to exceed \$3,000.00**

**ACCOUNT CODE: A33104**

REGULAR TOWN BOARD MEETING

WEDNESDAY, June 27, 2012

EXECUTIVE SESSION

Supervisor Corl moved the adoption of a resolution to enter into executive session to discuss the status of a matter of pending litigation and potential settlement of same and union negotiations. Supervisor Corl stated that they will be reconvening and invited the Town attorney to attend. Motion was seconded by Councilor Zambrano.

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

The Meeting adjourned into Executive Session at 9:05 p.m.

The Meeting reconvened at 9:50 p.m.

Supervisor Corl stated in Executive Session he made a motion to reconvene to Regular Session. Motion was seconded by Councilor Jennings.

LOSAP

Councilor Jennings moved the adoption of a resolution authorizing additional funding of the Length of Service Award Program ("LOSAP") for the Cicero portion of the Village of North Syracuse Fire Department firefighters pursuant to a written Determination of the U.S. Equal Employment Opportunity Commission dated January 9th, 2009 (EEOC Charge Number 525-2008-00676, et. al) which established that although the Town of Cicero complied with the LOSAP laws as written by the State Legislature and adopted in 1991, additional benefits for firefighters who reached age 62 and continued to earn the requisite credits are owed by the Town to the firefighters. The EEOC has been supplied with a list of eligible firefighters, years and benefit analysis. Accordingly, the Town intends to pay additional funds to the LOSAP insurance carrier ("VFIS"- Volunteer Fire Insurance Services) for the additional benefits and interest over a five (5) year period until the back benefits are paid. The Town Attorney has requested a release from the EEOC. This resolution also further authorizes the Supervisor and/or Town Clerk as administrator to execute documents and take any other necessary action to resolve this claim and matter. Motion was seconded by Councilor Zambrano.

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

ADJOURNMENT

Motion was made by Supervisor Corl to adjourn the Town Board Meeting. Motion was seconded by Councilor Jennings.

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

There being no further business before the board, the meeting was adjourned at 9:50 p.m.



## INVOICE

Town of Cicero  
8236 Brewerton Road  
P.O. Box 1517  
Cicero, NY 13039  
ATTN: Tracy Cosilmon

Date: December 11, 2013

**Amount: \$ 34,075.34**

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This is an invoice that represents one-third of the cost associated with respect to the Post Entitlement Costs, going retrospective, based upon the EEOC claim and the signed Consent Decree of March 28, 2013.

Please make your check payable to the: **Village of North Syracuse**  
**600 South Bay Road**  
**North Syracuse, NY 13212**

The Village of North Syracuse is the sponsor of the North Syracuse Volunteer Fire Department LOSAP/Service Award Plan; therefore, we will be disbursing a check to VFIS for \$102,226.01.

**VFIS**

Attn: Specialty Benefits  
PO Box 62688  
Baltimore, MD 21264-2688  
Phone: 800-233-1957 Fax: 717-747-7069

<b>INVOICE # 111331</b>	
BC38850	EJ 11/08/13
Brown & Brown of New York, Inc	
11/08/13	
\$ 102,226.01	

North Syracuse Fire Department  
600 South Bay Road  
North Syracuse, NY 13212

\*\*\* PLEASE RETURN TOP PORTION WITH REMITTANCE \*\*\*

Invoice #	Date	Type	Policy #	Description	Amount
INVOICE # 111331					
679692	11/08/13	LOSP	PT0562	Inv. Deposit-Post Entitlement Mass Mutual	\$ 68,440.00
				Retrospective Post Entitlement Lump Sum effective 4/1/13	
679693	11/08/13	LOSP	PT0562	Inv. Deposit-Post Entitlement Mass Mutual	\$ 33,786.01
				Retrospective Post Entitlement Annuity Premium effective 4/1/2013	
				Invoice Balance:	\$ 102,226.01

102 226-010000 ÷  
3-000000 =  
34 075-336666 \*

} VILLAGE OF N. SYRACUSE

102 226-010000 ÷  
3-000000 =  
34 075-336666 \*

} TOWN OF CLAY

102 226-010000 ÷  
3-000000 =  
34 075-336666 \*

} TOWN OF CIGERO

**NORTH SYRACUS FIRE DEPARTMENT**  
**Effective 4/1/2013**  
**Retrospective Payments Calculation**

Date Prepared: 10/31/2013

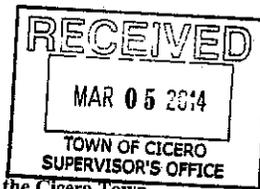
*pass'd ent'd 501. 2013*

Post-Entitlement Year of Service	* Type of Annuity	Amerman, Donald	Retro Payments	Beach, Richard	Retro Payments	Jones, Richard	Retro Payments	McAllister, Dennis	Retro Payments	Abnencia, John	Retro Payments
1992	Life	X	2400	X	4800		0		0		0
1993	Life	X	2280	X	4560		0		0		0
1994	Life	X	2160		0		0		0		0
1995	Life		0		0		0		0		0
1996	Life		0		0		0		0		0
1997	Life		0		0		0		0		0
1998	Life		0		0		0		0		0
1999	Life		0	X	3360		0		0	X	3840
2000	Life		0	X	3120	X	3120		0	X	3600
2001	Life		0	X	2880		0		0	X	3120
2002	Life		0	X	2640	X	2640		0	X	2880
2003	1 yr CC		0	X	2400		0		0	X	2640
2004	2 yr CC		0	X	2160		0		0	X	2400
2005	3 yr CC		0	X	1920		0		0		0
2006	4 Yr-CC		0	X	1680		0	X	1680		0
2007	5 Yr-CC		0	X	1440		0	X	1440		0
2008	6 Yr-CC		0		0		0		0		0
2009	7 Yr-CC		0		0		0		0		0
2010	8 Yr-CC		0		0		0		0		0
2011	9 Yr-CC		0		0		0		0		0
2012	10 Yr-CC		0		0		0		0		0
	Lump Sum		\$6,840		\$30,960		5,680		\$3,120		\$21,840
	Increase to monthly benefit		\$30		\$220		\$40		\$40		\$140
	<del>\$38,467.80</del> Annuity Premium		1,856.32		14,783.76		4,666.77		6,007.20		11,138.73
	<b>Total</b>										

\* \$68,440 - ~~\$38,467.80~~ Lump Sum  
 \* \$33,786.01 Increase to monthly benefit  
 \* \$38,467.80 Annuity Premium  
 \* 102,226.81 ~~\$68,966.78~~ Total

1. If the participant resigned/died prior to 2000, then years of service are assumed to be \$10 per year. If the participant was active as of 4/1/2000, then all years of PE service are assumed to be earned at \$20 per year. The 2000 amendment stated all years past and future at \$20.
2. The participant data reflected here was provided by the Plan Sponsor. It is the Plan Sponsor's responsibility to review all participant related information for accuracy and correct information as may be necessary. Further, the Sponsor should carefully review the information to ensure that all participants that may be due retrospective benefits have been included. Please note that if a participant was awarded a year of service for the point system year in which he entitled, the Sponsor should verify there is no duplicate year of service awarded for that same point system year.
3. The appropriate method to recognize and award benefit accrual after the age set for commencement of entitlement benefits cannot be advised by VFTS. It is important to note that interpretation of all state and federal rules, laws, and regulations should be determined upon advice from the Plan Sponsor's legal counsel.

\* 2 yr. further out - recapture active retro @ 20yr - 0719. Calculated at 10.  
 Annuity Premiums are more costly.  
 Duration is (1) yr. less.



**BIDDER LIST**

**TIME OF BID:** The Cicero Town Board received sealed bids on March 5, 2014 at 11:00 a.m., at the Cicero Town Hall, 8236 Brewerton Road, Cicero, NY

**AD ISSUED:**

**ADVERTISEMENT  
NOTICE TO CONTRACTORS  
CONTRACT FOR MAINTENANCE OF DRAINAGE FACILITIES  
TOWN OF CICERO**

Sealed bids for the Contract for Maintenance of Drainage Facilities, will be received by the Town Board, Town of Cicero, Onondaga County, New York, at the office of the Town Board, 8236 South Main Street, Cicero, New York, until 11:00 A.M. Local Time, March 5, 2014, and there at said office, at said time, publicly opened and read aloud.

The project includes the maintenance of drainage facilities as may be required by the Town of Cicero during the term of the contract.

The Contract Documents consisting of the Advertisement, Information for Bidders, Bid, Agreement, General Provisions, General Specifications, Technical Specifications, and Payment Items may be obtained from C&S Engineers, Inc., 499 Col. Eileen Collins Boulevard, North Syracuse, New York, 13212 upon deposit of \$50.00 per set (Check Payable to C&S Engineers, Inc.). Any bidder, submitting a sealed bid, upon returning the documents in good condition within thirty (30) days of the bid date will be refunded the full amount of their deposit. Any non-bidder will not be refunded his deposit.

Copies of the above-described Contract Documents may be examined at no expense at the office of the Town Clerk, Town Hall, 8236 South Main Street, Cicero, New York.

This project is a Materials, Labor and Equipment project and the contractors should not include in their Bid the Sales and Compensating Use Taxes on the cost of materials which are to be incorporated into the project and which are to be separately sold by the Contractor to the municipality prior to incorporation into the project.

**EACH BID MUST BE ACCOMPANIED BY CASH, CERTIFIED CHECK OR BID BOND IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE BID IN THE FORM AND SUBJECT TO THE CONDITIONS PROVIDED IN THE INFORMATION FOR BIDDERS.**

The right is reserved to waive any informalities in the Bid and to reject any or all bids.

TOWN BOARD, TOWN OF CICERO

By: \_\_\_\_\_  
Jessica Zambrano, Supervisor

Dated: February 13, 2014

<b>BIDDERS</b>	<b>DATE REC'VD</b>	<b>BID SECURITY</b>	<b>BID BONDS</b>	<b>BID AMOUNT</b>
D.E. Tarolli, Inc. 6602 Herman Road Warners, N.Y. 13164	03/05/14 10:20 a.m.		5%	\$152,000.00
La Fleur Contractors, Inc. 6814 Kingdom Road Memphis, N.Y. 13112	03/05/14 10:35 a.m.		5%	\$118,560.00
C. Mattes Inc. 6351 South Bay Road Cicero, N.Y. 13039	03/05/14 10:45 a.m.	\$6,000.00		\$119,832.00

## SCOPE OF WORK

*Justice Offices*

### RECONFIGURATION OF WEST WING OF TOWN HALL BUILDING.

- Door 1 EXISTING PARKS & REC.: Remove existing door, roll up door and casework (counter) complete. Enlarge masonry opening to accept and install (previously purchased 40 x 80 BR safety glass, supplied by Town) and new 3-0 x 6-8 solid wood BR rated 2 door. Install 25" deep laminate countertop, brackets and supplied deal trays at the new BR glass unit. This work will require removal of concrete block on the south (toward rear of building), temporary shoring and new steel lintel. Paint concrete block repair to match existing, and stain all wood materials to match existing trim.
  - Door 2 HEARING/COURT ROOM: Remove existing door, frame, & trim complete. Remove approximately twenty seven (27") of masonry toward the front of the building, North and reinstall existing door complete. Reinstall 27" of masonry on the opposite side of opening, paint to match existing. The relocation of this door will require temporary shoring and a new steel lintel at door opening head. **NOTE: Relocating this door allows space to install new Door # 3.**
  - Door 3 HALLWAY: Provide new 3-0 x 6-8 wood door with 24" x 36" window lite unit in the relocated frame from door # 4. Modify and reuse existing sidelight complete, and install at new location as shown. Stain all wood materials to match existing trim. **NOTE: Door shall be reinstalled just prior to the area of the existing Clerk's office.**
  - Door 4 EXISTING JUSTICE OFFICE: Reinstall Door #1 unit including counter and roll up door (from Parks & Rec.) complete into this location. Modify jamb opening to accept new unit, match existing trimwork.
  - Door 5 EXISTING JUSTICE OFFICE: Remove existing pair of doors and install one (1) new 3-0 x 6-8 door with closer and kick plate. Reuse existing combination lock set. Install new wood filler panel at other removed door panel. Finish and stain door and trim to match existing.
- 
- **NOTE: ALL WORK SHALL BE AT PREVAILING WAGE RATE.**

**ALL WORK SHALL BE DONE ON OFF HOURS OF TOWN OPERATION. NIGHTS OR WEEKENDS.**

*Rec'd 3/03/14*

**BIDS SUBMITTED FOR JUSTICE RELATED WORK**

- |                        |             |
|------------------------|-------------|
| 1. OLIVA CONSTRUCTION: | \$29,284.00 |
| 2. BECK N CALL:        | \$20,550.00 |
| 3. CAZA CONTRACTORS:   | \$18,900.00 |

---

*Rec'd 3/03/14*

# Proposal



To:	Town of Cicero	work performed at:	Town of Cicero
Title:		Project Description:	
Company Name:	Caza Contractors	P.O. Number:	
Address:	485 state route 13	Lot number	
City, State Zip Code:	Williamstown, NY 13493	Term:	
Date:	2/24/14		

According to scope of work supplied by town of cicero

Remove counter and door frame at parks and rec. and relocate at end of hallway

Install BR glass, level 3 resistant blast door at existing parks and rec.

Remove court office door and relocate 27" over to accommodate common area wall

Remove existing county clerks wall and relocate to provide room for parks and rec

Install new 3-0 door with glass on existing county clerks wall for parks and rec

Remove existing court room double door and convert to solid wood 3-0 door

Change lighting fixtures and electrical to accommodate new construction as needed

BR glass supped by town of cicero all other materials included

Deposit of \$9,450 "half" down

Description	Quantity	Unit Price	Cost
Total cost	1	\$18,900.00	\$18,900.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Subtotal	\$18,900.00
		Tax	\$0.00
		Total	\$18,900.00



# Proposal



**BECK N CALL CONTRACTING**  
Fulton, New York 13069  
Ph: 315-236-3482  
Sean Beck-owner

Date: February 9, 2014

**Proposal Submitted to:**

Town of Cicero  
8236 Brewerton Rd  
Cicero, NY 13039

Sean Beck is pleased to submit the following proposal to furnish labor and materials necessary, as noted below, for the completion of Reconfiguration of west wing of Town Hall Building at above address:

**Door 1** – Remove existing door, roll up door and casework (counter) and save. Enlarge masonry opening to accept previously purchased 40 x 80 BR safety glass and frame and a new 3-0 x 6-8 steel or wood BR door (if wood it will be stained to match existing). Remove portion of concrete block on south wall (toward rear of building) – install temporary shoring and new steel lintel.

**Door 2** – Remove existing door, frame & trim and save. Remove approx. 27" of masonry block toward the front of the bldg and reinstall existing door, frame & trim. Reinstall 27" of masonry on opposite side of the new opening and paint to match existing. Relocation of this door & frame will require temporary shoring and a new steel lintel at door opening head.

**Door 3** – Install new 3-0 x 6-8 wood door w/glass vision panel, hardware, sidelight glass and wood trim at approximate location shown on diagram supplied. Stain all wood materials to match existing.

**Door 4** – Remove existing door, frame, glass etc. and save\*\*. Replace with door, roll up door and casework from Door #1 (using existing hardware).

\*\*Reinstall removed door, frame, glass etc. from Door #4 and locate approximately 15ft down hallway (north) and Install Door #3 above as shown on diagram supplied.\*\*

**Door 5** – Remove existing double doors and install one (1) new single 3-0 x 6-8 door with closer and kick plate. Reuse existing combination lock set and hardware. Install new wood filler panel at other removed door panel. Finish and stain door and trim to match existing.

Carpet to be repaired using existing carpet where possible. Cleanup and removal of all debris included.

All work shall be paid at prevailing wage rate and all work shall be done on off hours of town operation (either nights or weekends).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices, for the TOTAL SUM of **\$20,550.00\***. \*(This amount does NOT include the amounts still outstanding from 2013).

Fully insured - certificate available.



**Proposal**

**Project:** Town of Cicero  
8236 Brewerton Rd  
Cicero, NY 13039

**Date:** 2/21/2014

page 1 of 3

**Attention:** Richard Hooper

**Proposal no.:** E022114-2

**phone:** (315) 699-2201

**Attached:** Drawings A-1, A-2

**fax:** (315) 699-2265

**email:** rhooper@ciceronewyork.net

**Scope:** **Interior door relocations and casework modifications at the Cicero Town Hall.**

- Door 1** - Remove existing door and casework at the Parks & Rec office entry. Relocate to Door 4 opening. Enlarge masonry opening for installation of new BR glass transom window provided by owner. Cut new masonry opening for 3-0 x 7-0 BR birch door with 12" x 12" lite kit. Install lintels at new door opening and block in below new BR glass window unit. Install HM door frame, door and trim at Door 1. Stain and finish door and trim to match existing. Install 25" deep laminate countertop, brackets and deal trays at the new BR glass window unit.
- Door 2** - Remove existing door, frame and trim. Move masonry opening approximately 27" toward the Janitor closet and reinstall existing door and trim. Touch up wall paint, door and trim.
- Door 3** - Provide new 3-0 x 6-8 wood door with 2' x 3' window lite kit in the relocated frame from Door 4 opening. Reuse existing frame, glass, trim and door hardware. Stain and finish door and new trim to match existing.
- Door 4** - Relocate existing door frame, glass and trim to Door 3 opening. Reinstall Door 1 which was removed from the Parks & Rec office. Reinstall casework and roll up door removed from Parks & Rec office.
- Door 5** - Remove existing pair of doors and install one new 3-0 x 6-8 door with new closer and kick plate. Reuse existing combination lockset. Install new wood filler panel at the other removed door panel. Finish door and trim to match exist

**Schedule:** The project will take approximately 8 working days to complete.  
The work will be performed after business hours on nights and weekends.  
**THIS PROJECT IS QUOTED AT PREVAILING RATE.**

**We propose to furnish all labor, materials and equipment to complete the project for the TOTAL amount below.**

**EXCLUSIONS:** Hazardous material abatement.  
Plumbing, electrical, HVAC

**TOTAL ----- \$29,284.00**

***This Proposal Is Accepted and Oliva Construction Co. is authorized to proceed with the work.***

**Authorized By:** \_\_\_\_\_  
\_\_\_\_\_

**Title:** \_\_\_\_\_

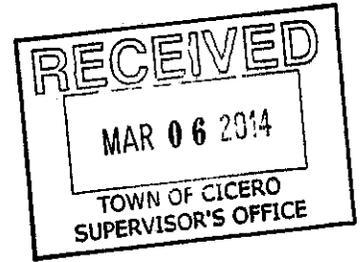
**Date:** \_\_\_\_\_

**Submitted By:** Kevin Shupski  
**OLIVA CONSTRUCTION CO.**

**Date:** 2/21/2014

**AGENDA**  
**March 12, 2014**

TO: Town Board  
FROM: Jody L. Rogers, Director  
DATE: March 7, 2014  
RE: **Purchase Approvals**



Purchase Approvals:

ITEM: EMERGENCY PURCHASE: Repairs to 2008 F350 plow/sander - Replace front brakes, ball joints and front axle u joints.

VENDOR: All Car Care

AMOUNT: \$1080

Budget Code: A7110.46

ITEM: Replace roofing on Wait Station Sleeth Park

*Justification: Roof is leaking, deteriorating and creates hazard in its current condition. Need to save structure for historical purposes.*

VENDOR: Caza Contractors

AMOUNT: \$1600

Budget Code: A7110.45

ITEM: Signs for Parks – Additional sign to be installed below existing sign stating "Home Of" with youth league name for Central, Skyway and Plank Road Parks.

*Justification: The Youth League's would like more recognition at the various facilities that are their base of operations when visiting teams come to the Town. Youth Leagues are sharing the costs of signs with Town and Vendor will supply similar material/metal and brackets to match existing signs.*

VENDOR: Design Shop Signs & Graphics

AMOUNT: \$1250

Budget Codes: A7110.40 \$250  
A7100.45CF \$250 (Cicero Falcons)  
A7110.45CL \$250 (Cicero Little League)  
A7110.45CS \$250 (Cicero Youth Soccer)  
A7110.45NL \$250 (North Syracuse Little League)

---

ITEM: Goose Control Contract

VENDOR: Wild Goose Chasers of CNY

AMOUNT: \$2850

Budget Code: A7150.45

ITEM: Basketball Instruction – 1<sup>st</sup> & 2<sup>nd</sup> Grade  
VENDOR: Steve Jones  
AMOUNT: \$1250  
Budget Code: B7020.44 (paid for with participant fees)

ITEM: Basketball Instruction – CNS NBA Program  
VENDOR: John Haas  
AMOUNT: \$3,000 (not to exceed)  
Budget Code: B7020.44 (paid for with participant fees)

ITEM: Basketball Instruction – CNS NBA Program  
VENDOR: Gary Dembkowski  
AMOUNT: \$3,000 (not to exceed)  
Budget Code: B7020.44 (paid for with participant fees)

---

Ad Order Number  
0000491498

Sales Rep.  
Legals

Order Taker  
pgallagher

Order Source

Tear Sheets 0  
Proofs 0  
Affidavits 1

Invoice Text

Order Level Cost \$0.00

Ad Number 0000491498-01  
Ad Type CLS Legal

External Ad Number  
Sort Field TOWN OF CICERO PUBLIC HEARING NOTICE PLEASE TAKE NOTICE

Run Date 03/02/2014  
Product Post-Standard: Full Run  
03/02/2014 Online: Full Run

WYSIWYG Content

**Order Confirmation**

2/27/2014 9:35:31AM

Customer TOWN OF CICERO  
Customer Account 0007079

Customer Address 8236 BREWERTON RD,  
CICERO NY 13039 USA  
Customer Phone 315-699-8109

Pavor Customer TOWN OF CICERO  
Pavor Account 0007079

Pavor Address 8236 BREWERTON RD,  
CICERO NY 13039 USA  
Pavor Phone 315-699-8109

PO Number  
Ordered By Tracy M. Cosilmon  
Customer Fax 315-698-0851  
Customer Email tcosilmon@ciceronewyork.net  
Special Pricing None

Materials

Promo Type

Blind Box

Affidavits

Net Amount \$44.84  
Tax Amount \$0.00  
Total Amount \$44.84  
Payment Method  
Payment Amount \$0.00  
Amount Due \$44.84

Ad Size 1.0 X 61 d

Color <NONE>

Production Notes

Production Method AdBooker

Pick Up

Placement Legals  
Legals

Position Other Legals-619  
Other Legals-619

Ad Size 1 x 5.51  
1 x 5.51

Subtotal \$44.84  
\$0.00

TOWN OF CICERO PUBLIC HEARING NOTICE  
PLEASE TAKE NOTICE that there will be introduced before the Town Board of the Town of Cicero, County of Onondaga and State of New York, to consider adoption of proposed Local Law 1 of 2014 to be known as the "Best Value Competitive Bidding Law", using the best value award methodology in the competitive bid process according to Section 103 of the General Municipal Law and defined in Section 163 of the State Finance Law. The purpose of this local law is to allow the Town of Cicero to take advantage of newly passed legislation (Amendment Section 103 of the GML/A08692/\$417) allowing for greater procurement options that are swifter and more cost effective. The legislation also allows municipalities greater flexibility in awarding bids that may escalate over time due to inferior performance of goods or services. PLEASE TAKE FURTHER NOTICE that the public hearing will be held on the above said application at the Town Hall located at 8236 Brewerton Road Cicero, New York 13039, on the 12th day of March, 2014, commencing at approximately 6:35 P.M. local time, at which time all interested persons will be given an opportunity to be heard. DATED: February 27, 2014  
TOWN BOARD OF THE TOWN OF CICERO  
COUNTY OF ONONDAGA, NEW YORK BY:  
TOWN CLERK

2/27/2014 9:35:31AM

TBM- 3/12/2014

TOWN OF CICERO

FEB 27 2014

TOWN CLERK

✓ website  
✓ paper  
✓ bullet board  
✓ supervisor

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**PLEASE TAKE FURTHER NOTICE** that the public hearing will be held on the aforesaid application at the Town Hall, located at 8236 Brewerton Road, Cicero, New York 13039, on the **12th** day of **March, 2014**, commencing at approximately **6:35 P.M.**, local time, at which time all interested persons will be given an opportunity to be heard.

**DATED:** February 27, 2014

**TOWN BOARD OF THE TOWN OF CICERO,  
COUNTY OF ONONDAGA, NEW YORK  
BY: TOWN CLERK**

FEB 27 2014

✓ website  
✓ paper  
✓ Bulletin Board  
✓ supervisor

**Clerk's Office**

TOWN CLERK

**From:** Gallagher, Pamela <legals@syracuse.com>  
**Sent:** Thursday, February 27, 2014 9:36 AM  
**To:** Clerk's Office  
**Subject:** Cicero Public Hearing Notice - Best Value Competitive Bidding Law  
**Attachments:** OrderConf.pdf

Tracy:

Your legal notice #491498 is scheduled to run on Sunday, 3/2. The proof is attached.

The cost is \$44.84 (billed).

Thank you.

Pam Gallagher



**MEDIA GROUP**  
 syracuse.com | THE POST-STANDARD

Ad Order Number  
0000491498  
Sales Rep.  
Legals  
Order Taker  
pgallagher  
Order Source

**Order Confirmation**

2/27/2014 9:35:31AM

Customer  
TOWN OF CICERO  
Customer Account  
0007079  
Customer Address  
8236 BREWERTON RD,  
CICERO NY 13039 USA  
Customer Phone  
315-699-8109

Payer Customer  
TOWN OF CICERO  
Payer Account  
0007079  
Payer Address  
8236 BREWERTON RD,  
CICERO NY 13039 USA  
Payer Phone  
315-699-8109

PO Number  
Ordered By  
Tracy M. Cosilmon  
Customer Fax  
315-698-0851  
Customer Email  
tcosilmon@ciceronewyork.net  
Special Pricing  
None

Tear Sheets 0  
Proofs 0  
Affidavits 1  
Blind Box  
Promo Type  
Materials

Order Level Cost  
\$0.00

Net Amount  
\$44.84

Tax Amount  
\$0.00

Total Amount  
\$44.84

Payment Amount  
\$0.00  
Amount Due  
\$44.84

Ad Number  
0000491498-01  
Ad Type  
CLS Legal  
External Ad Number  
Sort Field  
TOWN OF CICERO PUBLIC HEARING NOTICE PLEASE TAKE NOTICE

Ad Size  
1.0 X 61 cl

Color  
<NONE>

Production Notes

Production Method  
Ad Booker

Pick Up

Run Date  
03/02/2014  
Product  
Post-Standard::Full Run  
 Online::Full Run

Placement  
Legals  
Legals

Position  
Other Legals-619  
Other Legals-619

Ad Size  
1 x 5.51  
1 x 5.51  
Subtotal  
\$44.84  
\$0.00

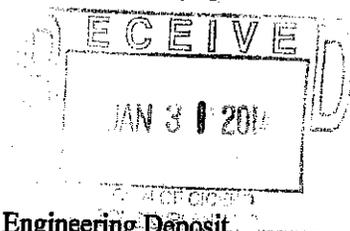
WYSIWYG Content

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**TOWN BOARD OF THE TOWN OF CICERO,**  
**COUNTY OF ONONDAGA, NEW YORK BY:**  
**TOWN CLERK**

*Carmel Runne*  
*Jessica*

**TOWN OF CICERO**  
**ZONE CHANGE APPLICATION**

\* 2/12/14 TBM agenda <sup>item</sup>  
This section to be completed by Town



Application Date: 1/31/14

Project Classification	Filing Fee	Legal Fee	Engineering Deposit
<u>Unlisted Action per 6NYCRR Part 617</u>	\$250	\$1,000	\$500
<u>Type I Action per 6NYCRR Part 617</u>	\$250	\$1,500	\$1,250

(Separate checks, made payable to the Town of Cicero, shall be provided for each fee. Determination of the project classification is at the sole discretion of the Town representatives and will be determined upon review of a complete Zone Change Application and other information requested in this application. The Applicant is further advised the classification of the project may change based on information discovered during the review process.)

**This section to be completed by Applicant**

Site Information: Tax Map No(s): 090.-01-2.1, 32.0, 33.0, 34.1, 36.1, 37.0, 38.0, 39.0, 40.0, 41.0, 42.0, 43.0, 44.0, 45.0, 46.0, 47.0, 48.0 & 49.0

1. The Applicant, Mufale Family Limited Partnership requests a zone change from General Commercial, Agricultural to General Commercial Plus District for the property located at AG District & PUD Planned Unit Development District \*See Attached
2. Applicants Mailing Address (All correspondence will be sent to this address):  
Street 5541 Golden Heights Drive  
City, State and Zip Code Fayetteville, NY 13066  
Phone Number (315) 380-7101 E-mail Address ebileiler@twcny.rr.com
3. The Applicant is the: Owner X Lessee \_\_\_\_\_ Contract Purchaser \_\_\_\_\_
4. Owner of the subject property is: Same as applicant  
Street Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_
5. Attorney (if applicable): Virginia Leasure  
Street Address 120 East Washington Street, Suite 924  
City, State and Zip Code Syracuse, NY 13202  
Phone Number (315) 479-9433 E-mail Address valeasure@msn.com
6. Engineer/Architect/Surveyor (if applicable): Hal R. Romans, L.S.  
Street Address 5251 Witz Drive  
City, State and Zip Code North Syracuse, NY 13212  
Phone Number (315) 457-7200 E-mail Address hal.romans@romanspc.com
7. The Applicant alleges that the proposed zone change would be in harmony with the character of the neighborhood, and would not be harmful to properties of persons in the neighborhood because: The majority of the property is already zoned as general commercial. This change will allow a few additional uses that would be closely overseen by the Cicero Planning Board.

8. Name and address of immediately contiguous property owners:  
(Assessment office may be called for assistance at 699-1410)

Name: See Attached Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_

Note: Before an application can be considered ready for submittal to the Town Board the Applicant must provide the following:

- a. **FIFTEEN (15)** copies of an updated survey showing the entire property on which the zone change is requested and the limits of the proposed zone change.
- b. **THREE (3)** copies of legal description.
- c. **FIFTEEN (15)** copies of application completely filled out and signed by Applicant and Property Owner.
- d. **TEN (10)** copies of Short Environmental Assessment Form, completely filled out and signed, for projects classified as Unlisted Action per 6NYCRR Part 617. A Full Environmental Assessment Form (FEAF), completely filled out and signed, for projects classified as Type I actions as defined by 6NYCRR Part 617. A FEAF may be required for Unlisted Actions at the discretion of the Town Board, in which case the application fees shall be those listed for the Type I actions.

I certify that the above statements are true and correct:

9. *Stami Blub* Date: 1/31/14  
Applicant's Signature

10. *Stami Blub* Date: 1/31/14  
Property Owner's Signature

Applicant to glue a 2"x2" section of topographical map below showing location of premises where zone change is requested. A legal description must be provided.

1) ...for properties located at:

<b>Tax Map No.</b>	<b>Address</b>	<b>Current Zoning</b>
90.-01-02.1	5997 Lakeshore Road Cicero, NY	Agricultural AG District & PUD
90.-01-32.0	No # Carmenica Drive @ Pardee Road Cicero, NY	General Commercial District
90.-01-33.0	No # Carmenica Drive Cicero, NY	General Commercial District
90.-01-34.1	No # Carmenica Drive Cicero, NY 13039	General Commercial District
90.-01-36.1	No # Pasubio Terrace Cicero, NY	General Commercial District
90.-01-37.0	No # Pasubio Terrace Cicero, NY	General Commercial District
90.-01-38.0	No # Carmenica Drive Cicero, NY	General Commercial District
90.-01-39.0	No # Carmenica Drive Cicero, NY	General Commercial District
90.-01-40.0	No # Carmenica Drive Cicero, NY	General Commercial District
90.-01-41.0	No # Carmenica Drive Cicero, NY	Agricultural AG District & General Commercial District
90.-01-42.0	No # Carmenica Drive Cicero, NY	Agricultural AG District & General Commercial District
90.-01-43.0	No # Carmenica Drive Cicero, NY	General Commercial District

1) ...for properties located at:

<b>Tax Map I.D. #</b>	<b>Address</b>	<b>Current Zoning</b>
90.-01-44.0	No # Pasubio Terrace Cicero, NY	General Commercial District
90.-01-45.0	No # Pasubio Terrace Cicero, NY	General Commercial District
90.-01-46.0	No # Pasubio Terrace Cicero, NY	General Commercial District
90.-01-47.0	No # Pasubio Terrace Cicero, NY	General Commercial District
90.-01-48.0	No # Pasubio Terrace Cicero, NY	General Commercial District
90.-01-49.0	No # Pasubio Terrace Cicero, NY	General Commercial District

8. Names & addresses of immediately contiguous property owners:

**NAME**

**ADDRESS**

**NORTH:**

Clinton's Ditch Coop. Co. Inc.      8478 Pardee Road  
Cicero, NY 13039

**EAST:**

Robert W. Bucher                      8455 Persian Ter  
Barbara Ann Bucher                  Cicero, NY 13039-8856

Kevin L. Miller                        8461 Persian Ter  
Borkhart Miller                       Cicero, NY 13039-8856

Sarah Adams                          8467 Persian Ter  
Cicero, NY 13039

Robert K. Bracy                       8473 Persian Ter  
Susan M. Bracy                       Cicero, NY 13039-8856

Shannon P. Roop                      10 Sauter Road  
Central Square, NY 13036

Aaron D. King                        8485 Persian Ter  
Janice L. Bruinsma                   Cicero, NY 13039

Donald J. Brosh                       8491 Persian Ter  
Cicero, NY 13039-8856

Gary Douglass                        8497 Persian Ter  
Cicero, NY 13039-8856

Richard N. McLaughlin              8503 Persian Ter  
Michele J. McLaughlin              Cicero, NY 13039-8855

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Gregory Broton                        8509 Persian Ter  
Yolanda Broton                       Cicero, NY 13039-8855

Dominic J. Leo                        8515 Persian Ter  
Kathleen Leo                         Cicero, NY 13039-8855

8. Names & addresses of immediately contiguous property owners (continued):

NAME

ADDRESS

**EAST (continued):**

Earl S. Walter	8521 Persian Ter Cicero, NY 13039-8855
Max F. Chmura, Jr. Nan C. Chmura	2605 Kennedy Ln Canastota, NY 13032-4297
Brian Jackson	8533 Persian Ter Cicero, NY 13039
Ginette Soule	8539 Persian Ter Cicero, NY 13039-8855
Andre S. Poirier Naieia Poirier	8545 Persian Ter Cicero, NY 13039-8855
Chris M. Anthony Anne V. Anthony	8555 Persian Ter Cicero, NY 13039-7836

**SOUTH:**

Barbara Jump Darlene Costick	5989 Lakeshore Rd Cicero, NY 13039-8858
John R. Cullen Elizabeth K. Cullen	5983 Lakeshore Rd Cicero, NY 13039-8858
James N. Mandarino	5973 Lakeshore Rd Cicero, NY 13039-8858
Patrick J. Andersen Sandra B. Andersen	5967 Lakeshore Rd Cicero, NY 13039
Michael G. Ingison, Sr. Kimberly A. Ingison	5963 Lakeshore Rd Cicero, NY 13039
Rose J. Lambiase	5959 Lakeshore Rd Cicero, NY 13039

8. NameS & addresses of immediately contiguous property owners (continued):

<u>NAME</u>	<u>ADDRESS</u>
<b>SOUTH (continued):</b>	
Michael F. Boyke Mary J. Boyke	5951 Lakeshore Rd Cicero, NY 13039-8858
Sandra Trudell	5947 Lakeshore Rd Cicero, NY 13039-8858
Pamela M. Derocher Living Tr Pamela M. Derocher	5943 Lakeshore Rd Cicero, NY 13039
Cora Brown	5941 Lakeshore Rd Cicero, NY 13039-8858
Erik J. Bohm Shelyagh R. Kennedy	5937 Lakeshore Rd Cicero, NY 13039
Ruth J. Sweeting Brenda Coe	5933 Lakeshore Rd Cicero, NY 13039-8858
Nancy J. Congdon	5931 Lakeshore Rd Cicero, NY 13039-8858
Marcia Stahler	5921 Lakeshore Rd Cicero, NY 13039-8858
John H. Pardee	5842 Sneller Rd Brewerton, NY 13029
Francis E. Maloney, Jr. Carol E. Maloney	1141 Fyler Rd #2 Kirkville, NY 13082-9426
CRT XLVI LLC	1000 Osgood St N Andover MA 01845

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8. Names & addresses of immediately contiguous property owners (continued):

**NAME**

**ADDRESS**

**WEST:**

Barrel Old Cracker  
Country Store Inc.

P.O. Box 787  
Lebanon, TN 37088-0787

Cicero Estates LLC

8534 Brewerton Rd  
Cicero, NY 13039-9424

Sun Hotels LLC

7360 Oswego Rd  
Liverpool, NY 13090

WK Gander LLC

5864 Carmenica Dr  
Cicero, NY 13039