Jim

TOWN OF CICERO
ZONE CHANGE APPLICATION

This section to be completed by Town

Application Date: 5-16-13

Project Classification	Filing Fee	Legal Fee	Engineering Deposit
____ Unlisted Action per 6NYCRR Part 617	$250	$1,000	$500
____ Type I Action per 6NYCRR Part 617	$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).: 312289 120.-02-01.3

1. The Applicant, Luke Lonergan, Paul Lonergan owners of L+P Operations, LLC requests a zone change from Industrial + Agricultural to General Commercial Plus for the property located at 5775 Speller Rd.

2. Applicants Mailing Address (All correspondence will be sent to this address):
   Street PO Box 1333
   City, State and Zip Code Cicero, NY 13039
   Phone Number 508-868-7734 E-mail Address luke@empirecrane.com

3. The Applicant is the: Owner X Lessee ____ Contract Purchaser ____

4. Owner of the subject property is: L & P Operations LLC
   Street Address 7021 Performance Dr.
   City, State and Zip Code N. Syracuse, NY 13212
   Phone Number 508-868-7734 E-mail Address luke@empirecrane.com

5. Attorney (if applicable): Kirwan Law Firm PC (Terry Kirwan)
   Street Address 7075 Manlius Center Rd.
   City, State and Zip Code E. Syracuse, NY 13057
   Phone Number 315-452-2440 E-mail Address tkirwan@kirwanlawpc.com

6. Engineer/Architect/Surveyor (if applicable): L.J.R. Engineering, P.C. (Alex Wisniewski)
   Street Address 8394 Elta Drive
   City, State and Zip Code Cicero, NY 13039
   Phone Number 315-699-9642 E-mail Address alex@ljreng.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: CONTIGUOUS USES ARE SAME AS PROPOSED ZONING.

Financial Summary

N'Grid Account Name	Account Number	Street	City	Total Project Cost	Customer Contribution	N'Grid Rebate	Annual Savings	ROI
Town of Cicero Garage	3896394114	8236 Brewerton Road	Cicero	$21,554.00	$9,645.50	$11,909.41	$7,000.10	15.22
Town Of Cicero Town Hall/Parks	4056394108	8236 Brewerton Road	Cicero	$3,034.19	$1,340.77	$1,693.42	$1,000.12	16.09
Town of Cicero Police	8176396104	8236 Brewerton Road	Cicero	$2,832.45	$1,504.30	$1,328.14	$2,021.16	8.93
Town of Cicero Senior Center	8796389107	5924 Lathrop Ave	Cicero	$4,911.76	$2,080.85	$2,830.91	$1,443.25	17.30
			TOTALS:	$32,332.40	$14,571.42	$17,761.88	$11,464.63	14.38

					Cash Flow		
N'Grid Account Name	Account Number	Street	City	Lump Sum	12 Month	24 Month	SW Contract
Town of Cicero Garage	3896394114	8236 Brewerton Road	Cicero	$6,879.90	($220.45)	$181.45	$1,681.20
Town Of Cicero Town Hall/Parks	4056394108	8236 Brewerton Road	Cicero	$1,231.91	($28.39)	$27.48	$0.00
Town of Cicero Police	8176396104	8236 Brewerton Road	Cicero	$1,418.92	$43.07	$105.75	$0.00
Town of Cicero Senior Center	8796389107	5924 Lathrop Ave	Cicero	$1,898.86	($53.13)	$33.57	$0.00
			TOTALS:	$13,429.59	($258.90)	$348.25	$1,681.20

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

Supervisor
Jim Corl
(315) 699-1414

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

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

Town Clerk
Tracy M. Cosilmon
315) 699-8109

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

TOWN OF CICERO

COUNTY OF ONONDAGA

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

July 1, 2013,

Mr. Tom Rhoads, P.E.
Commissioner, Onondaga County Dept. of
Water Environment Protection
650 Hiawatha Blvd. West
Syracuse, New York 13204-1194

Re: Inter-Municipal Wastewater Agreement

Dear Commissioner Rhoads,

Please be advised that I am recommending to the Cicero Town Board that on July 24th, 2013 they adopt a resolution to sign the agreement that you have provided relative to the Inter-Municipal Wastewater Agreement with the following clarifications / addendums:

1. That under Section 2 relative to definitions be modified as follows: that in fact Reducing Infiltration and inflow will help maintain hydraulic capacity as opposed to organic capacity

2. That under Section 3 relative to the term of this agreement that the Town will enter into this agreement for a one (1)term five (5) year agreement.

3. That under Section 4 C Underground Facility Location that the Town has the option to contract for this service

4. That under Section 6 A Inflow and Infiltration Reduction - we will incorporate by reference the letter drafted by you and sent to Supervisor Coogan relative to the Town gaining assurances that the County will help with this effort with at least technical expertise relative to problem locations, best technologies, and flow monitoring to gauge progress.

5. That any section relative to insurance the Town will provide the current coverage in place and implement what is practically possible as determined by the insurance agent employed by the Town.

Therefore, I plan to propose a resolution to adopt the Agreement as provided by your office with the clarifications as set forth above. Should you have any major objection please advise accordingly and I can also include you on the agenda for July 24th should you wish.

Thank you for your ongoing efforts in this regard as I believe we both acknowledge that we need to have long range plans to deal with this important infrastructure issue.

Should you have any questions please advise.

Sincerely,

Jim

Jim Corl
Cicero Town Supervisor

Cc: Town Board
Robert Germain,Esq.
Bruce Letts, P.E.
Doug Wickman, P.E.

Supervisor's Office

Memo

To: Town Board

From: Jim Corl

Date: June 3, 2013

Re: Wastewater Agreement

Per my request, Tom Rhoads, Commissioner of the Onondaga County Department of Water Environment Protection, is going to be addressing the Board at the meeting on June 12, 2013 regarding the Intermunicipal Wastewater Agreement. Please review and if you have any questions please advise.

Thank you,

Jim

Onondaga County Department of
WATER ENVIRONMENT PROTECTION

Joanne M. Mahoney, County Executive
Tom Rhoads, P.E., Commissioner
650 Hiawatha Blvd. West
Syracuse, NY 13204-1194
(315) 435-2260 or (315) 435-6820
FAX (315) 435-5023
http://www.ongov.net/wep/

May 30, 2013

Mary Ann Coogan, Supervisor
Town of Camillus
4600 W. Genesee Street
Syracuse, New York 13219

RE: IMA Discussion – Follow-up Letter to Meeting with Town Supervisors

Dear Supervisor Coogan:

Thank you for the opportunity to present recently to the town supervisors. Mr. Capozza and I appreciate the chance to discuss our sanitary sewer infrastructure very much.

As we discussed, perhaps there is some confusion about the long-term planning requirements in the IMA. To be clear, we wish to work with the towns (and villages too) to create a living document of priority areas within the municipally-owned collection sewers and pump stations for future maintenance. Similar to the typical town highway plan, this would be a tool to prepare, prioritize, and plan for rehabilitation and repair of the aging sewer infrastructure. While we see the effects of aging roadways in the form of potholes, cracking, and roadway failures, we need to be equally mindful that aging sewers allow extraneous flow (inflow and infiltration) to cause significant sewer issues. The sewer issues associated with extraneous flow include backups and overflows; the loss of capacity for economic growth; the increase in the costs of service; and the loss of treatment plant efficiency. These issues strain scarce resources at the town and county level, exposing all to regulatory penalty and exposing the public to potential negative environmental or health impacts.

Again, to be clear, the planning function is not a requirement to fully fund or capitalize the plan. We expect and understand that just like highway plans or capital plans to replace vehicles, there will be unanticipated or more urgent issues which may need local resources. Having a plan and the discussions associated with a sewer management plan help to prioritize for the best use of those resources, ultimately reducing cost pressure in town sewer districts and also in the County's consolidated sanitary district rate.

The Department of Water Environment Protection will work with the towns and town engineers to help develop those plans based upon our common knowledge of issues common to aging pipes and manholes, areas of frequent maintenance and emergency call, areas prone to backup and overflow in the past, the reasonable forecasting of typical issues associated with pump stations in the town infrastructure, and areas of high extraneous flow recognized in previous studies or in our comparison of wet and dry flow periods.

The County Executive's Save the Rain program is fundamentally about removing clean rainwater and clean groundwater from sanitary sewers. We look forward to working with the towns to reduce all costs and exposures associated with pumping, storing, and treating extraneous flows.

Mary Ann, as we discussed at the recent meeting of the supervisors, would you please extend this letter to your association membership? A number of municipalities have already signed the IMA, and we appreciate that this concern about prioritization and planning will help to resolve the matter in the several remaining towns.

As always, please contact us if we may be of additional assistance.

Very truly yours,

ONONDAGA COUNTY DEPARTMENT OF
WATER ENVIRONMENT PROTECTION

Tom Rhoads, P.E.
Commissioner

TR:sn

Cop to: Nick Capozza
Chris Deitman

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INTERMUNICIPAL WASTEWATER AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2013, by and between the COUNTY OF ONONDAGA, having its principal offices at 421 Montgomery Street, Syracuse, New York 13202 ("the County"), and the _____ OF _____ having its principal offices at _____ _____ ("the Municipality"); and

WHEREAS, the Onondaga County Sanitary District ("the District") owns, operates and maintains an extensive network of trunk and interceptor sewers and treatment plants within the territorial jurisdiction of the District; and

WHEREAS, the District's ability to effectively manage the district sewer system is affected by the proper maintenance of tributary sewer systems owned and operated by municipalities within the District that collect sewage and other wastewater and discharge it to district-owned facilities; and

WHEREAS, the introduction of large volumes of stormwater into the sanitary sewer system during periods of wet weather can result in sanitary sewer overflows ("SSOs") and combined sewer overflows ("CSOs") and the release into the environment of untreated sewage and can also result in basement backups and other undesirable consequences that may be detrimental to public health, the public convenience, and/or may result in creation of nuisance conditions if not addressed; and

WHEREAS, the aforesaid conditions may also result from lack of routine maintenance, repair, replacement, or upgrades to meet demands for increased capacity; and

WHEREAS, cooperation in supplying service between municipalities is authorized and encouraged by Articles 5-G and 6 of the General Municipal Law; and

WHEREAS, Section 21 of Local Law No. 1 of 2011 authorizes the County Executive of Onondaga County (the "County Executive") to enter into agreements to assure that maintenance and operation of public sewers owned by municipalities within the District conform to the provisions of said Local Law; and

WHEREAS, ordinarily the towns and villages within the County do not have the personnel, equipment and materials necessary for the operation and maintenance of their public sewers, pumping stations and sewage treatment plants; and

WHEREAS, the County through its Department of Water Environment Protection ("OCDWEP") has the required personnel, equipment and materials for the operation and maintenance of public sewers, pumping stations and sewage treatment plants; and

WHEREAS, it will be for the joint benefit of the County and the Municipality to contract for the provision of said service so that all publicly-owned sewers within the County are managed, operated and maintained in a manner that promotes, to the maximum extent possible, a high level of capacity and effective operation; and

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

1. CANCELLATION AND WAIVER OF NOTICE

This Agreement supersedes all prior contracts between the parties hereto for the same services provided for herein. By mutual consent of the parties, any and all requirements as to notice of intention to terminate said prior contracts is hereby waived, and all such prior contracts are hereby cancelled in their entirety effective the date of execution by the County Executive of this Agreement, reserving, however, to the County any claims for services rendered to the Municipality prior to the execution of this Agreement.

2. DEFINITIONS

The following words (and plurals thereof) and phrases shall have the meanings set forth herein unless the context in which they appear warrants that a different meaning be given:

- *Agreement*: this Intermunicipal Wastewater Agreement.
- *Backwater valve*: a device or valve installed in the building drain or sewer pipe where a sewer is subject to backflow.
- *Certification of inspection:* a written statement from a certified building inspector, licensed plumber, professional engineer, or plumbing inspector employed by OCDWEP Division of Plumbing, setting forth the existing conditions of: (i) a previously occupied existing house, building or property used for human occupancy, employment, recreation, manufacturing, commercial or other purposes; and (ii) new construction or substantial reconstruction describing with specificity the condition of the roof drains, sump pump, or other prohibited stormwater or groundwater connections or sources of inflow or infiltration found, or the lack thereof, as set forth in Sections 6, 7 and 8 of Local Law No. 1 of 2011.
- *County*: the County of Onondaga.
- *County Executive*: the County Executive of the County of Onondaga.
- *District treatment facilities*: The wastewater treatment plants and associated interceptor sewers, trunk sewers, pump stations and related facilities owned by the District.

- *Effective date*: the date on which this Agreement is fully executed by the parties.

- *Flow meter*: a device that measures the flow rate and volume of sanitary sewage and provides a record of the flow data on a continuous basis.

- *Footer drain, drain tile, sub-building drain*: those portion(s) of a drainage system that collect subsurface water and convey such water to a place of disposal.

- *I&I*: inflow and infiltration, as defined below.

- *Infiltration*: water entering a sewer system, including sewer service connections, from the ground through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.

- *Inflow*: water discharged into a sewer system, including service connections from such sources as, but not limited to, roof leaders, cellars, yards, and area drains, cool ing water discharges, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, storm waters, surface run-off, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration.

- *Metrics*: measurements of system performance that form a basis for district recommendations, decisions or actions.

- *NYSDEC*: the New York State Department of Environmental Conservation.

- *O&M:* operation and maintenance, but the term "maintenance" as used in this Agreement shall be limited to the services to be provided by OCDWEP as specifically enumerated in this Agreement. The term "maintenance" as used in this Agreement shall not include repair, reconstruction, replacement or construction of any sewer, pump station or other facility or device owned by the Municipality and used for collection, conveyance storage or other activity related to collection, pumping, transportation, storage or treatment of wastewater and/or stormwater.

- *OCDWEP*: the Onondaga County Department of Water Environment Protection.

- *Offset plan*: a plan that establishes a program to ensure the flow, in one or more segments of the publicly-owned treatment works exceeding its hydraulic or organic capacity, expected from, or contributed by, any new connection to the County interceptor sewers and public sewers tributary thereto is offset by

- the removal of infiltration and/or inflow, in that segment, in an amount fixed by the Commissioner of OCDWEP.

- *Party or parties:* one or more of the municipalities signing this Agreement with the County.

- *Persistent maintenance*: a defect or deficiency that results in greater than four (4) alarm responses in a calendar year or results in regular maintenance greater than once per month or the defect results in a reportable sanitary sewer overflow.

- *Project sponsor/project applicant:* any person who proposes to fund, approve or undertake a project in the District.

- *Public sewer:* a sewer in which all owners of abutting properties have equal rights and which is owned, controlled, operated and maintained by the Municipality.

- *Service area:* one or more areas located on whole or in part within a party's or parties' jurisdiction that are delineated as such on the map annexed to this Agreement as "Exhibit A".

- *SPDES permit*: State Pollutant Discharge Elimination System Permit issued by the New York State Department of Environmental Conservation.

- *Substantial reconstruction*: the alteration through remodeling or expansion or other changes made to an existing structure that includes modifications to its wastewater and/or stormwater systems which change its size and/or intended uses in ways that materially increase or is likely to materially increase wastewater and/or stormwater flow.

- *Sump pump:* a mechanism used for removing water or wastewater from a sump or wet well; it may be energized by air, water, steam, or electric motor; ejectors and submerged centrifugal pumps, either float or manually controlled, are often used for the purpose.

3. TERM

The term of this Agreement shall commence upon execution by the County Executive and shall continue until cancelled with or without cause by either party hereto at any time upon thirty (30) days' written notice of the intention to so cancel. However, the term of this Agreement shall not exceed a period of five (5) years from the date of execution by the County Executive. This Agreement may be extended in writing by the parties for _____ additional five (5) year terms.

4. SCOPE OF SERVICES

Pursuant to Local Law No. 1 of 2011, the Onondaga County Legislature established a Capacity Maintenance, Operation and Management Program within the Onondaga County Sanitary District. An objective of said Local Law is to assure that the capacity of District Treatment Facilities to convey and treat sanitary waste is preserved by reducing, to the maximum extent practical, excessive inflow and infiltration. An objective of this Agreement is to provide the Municipality with the information necessary to enable the Municipality to operate and maintain its municipally-owned system in compliance with the requirements of Local Law No. 1 of 2011 in the most cost effective manner. Consistent with this objective, the County shall provide the following services:

A. Sewer

- Vacuum flushing
- Root removal (main line/publicly-owned lateral)
- Grease removal
- CCTV inspection (main line)
- Lateral inspection (as requested)
- Lateral blockage removal (does not include lateral repair)
- Main line blockage removal (grit, grease, roots and rocks) but which does not include repair or replacement of bad joints or failed lines (Maintenance work includes bucket machines, sewer snakes and jet flushing)
- Manhole repair
- Includes ring and cover replacement or reset (new ring and cover to be purchased by owner)
- Raising to grade
- Installation of bricks, riser rings and parging (does not include barrel section replacement)
- Bench wall repair (does not include repair or replacement of structures)
- Installation of water tight covers and rain dishes
- Infrastructure inspection
- Management of maintenance records

B. Pump Station

- Weekly inspections (reduced frequency available upon owner's request)
- Quarterly vacuum flush – increased frequency as required
- Pump repair – limited to County capabilities
- Pump replacement *
- Emergency generator maintenance
- Instrumentation repair and replacement *
- Electrical periodic maintenance
- Mechanical piping repair and replacement *
- Alarm monitoring
- Emergency response (first responders until emergency contractor

mobilizes)

- Snow removal, lawn maintenance, E-911 compliance, painting as required and driveway maintenance (does not include paving)
- Management of records
- Coordination with owner's engineer

* Equipment and materials with an aggregate cost of greater than $500 will need to be procured by the owner.

C. Underground Facility Location

- Location of underground facilities
- Response to emergency underground dig safely tickets
- Record tickets

D. Emergency Services*

- Emergency generator deployment
- Bypass pump deployment
- Tanker service
- 24-hour dispatch

* Bypass pumping and generator installation will be conducted until the owner procures emergency contractor services

E. Reporting Assistance

- Reporting of sanitary sewer overflow to NYSDEC to comply with current regulations
- Assistance to owner's engineer with data, mapping and facility documentation

F. Other Services

- Other services are available if requested in writing by the owner and accepted by OCDWEP. These services include:
- _____
- _____
- _____

5. COMPENSATION FOR MAINTENANCE SERVICES

The Municipality hereby agrees to pay the County for all such work, labor, services rendered and materials furnished in the operation and maintenance of said public sewers, pumping stations and sewage treatment plants, such sum or sums duly documented and invoiced by OCDWEP to the Municipality for services rendered. Such billing shall reflect the actual costs and expenses incurred by OCDWEP, including the cost of workers' compensation and employers' liability insurance and comprehensive general liability insurance. Payment shall be due from the Municipality by January 31st of the following year after the rendering of a proper itemized bill therefor.

6. INFLOW AND INFILTRATION ("I&I") REDUCTION AND CORRECTION OF PERSISTENT MAINTENANCE PROBLEMS

A. Inflow and Infiltration Reduction: The function and purpose of a sanitary sewer is to convey sanitary flow to a treatment plant. Inflow and infiltration must be minimized as these extraneous flows of groundwater, stormwater and other sources of surface and/or unpolluted cooling water reduce the capacity of the sewer system to transport wastewater.

Within 18 months of the effective date of this Agreement, Municipality shall provide to the County a sanitary sewer evaluation plan that includes the following:

- A list of 10 high priority areas for I&I reduction.
- A 6 year sewer system capital improvement plan.

This plan shall be revised annually and submitted to the County by January 31st.

The determination that a system is at substantial risk of generating excessive I&I will be based on the criteria contained in the matrix attached hereto as Exhibit "B" and incorporated herein by reference.

B. Persistent Maintenance: The Municipality agrees that it will promptly correct, repair or replace any aspect of the Municipality's system that is identified to it by the County as needing "persistent maintenance" as that term is defined in this Agreement.

Within the limits of its statutory authority, the County will work with the Municipality to identify and pursue sources of financial assistance to finance implementation of recommended strategies and actions to correct sources of "persistent maintenance" if it appears that the aggregate costs for such corrective action is significant and not the result of prolonged deferral of routine maintenance, but nothing contained herein is intended to relieve the Municipality of its obligation to implement corrective action.

7. RIGHT OF ACCESS, DUTY TO COOPERATE, DEFENSE AND HOLD HARMLESS

A. The Municipality herein certifies to the County that, as to any public sewers, pumping stations and sewage treatment plants or part thereof covered by this Agreement, the Municipality is the owner and herein grants to the County the right to enter upon all lands which said public sewers, pumping stations and sewage treatment plants, or part thereof, are located for the operation and/or maintenance of the public sewers, pumping stations and sewage treatment plants as provided for herein. Further, the Municipality herein agrees to save harmless the County from any and all claims by third parties whatsoever which may arise out of the County entering onto lands where such public sewers, pumping stations and sewage treatment plants, or part thereof, are located for the purpose of operation and/or maintenance thereon.

B. By entering into this Agreement, the Municipality certifies that it shall fully cooperate with the County in all aspects of wastewater collection and treatment, including implementing and complying with all aspects of the SPDES permit issued by the NYSDEC to the County setting forth obligations for elimination or minimization of combined and/or sanitary sewer overflows, reduction of I&I, capacity management, operations and maintenance requirements and reporting requirements within the municipally-owned system covered by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed or represented to be an agreement by the County to implement or secure compliance with the Municipality's obligations to repair, replace, construct, reconstruct or otherwise upgrade its system. The Municipality further agrees to assist the County in implementing the provisions of Local Law No. 1 of 2011 and all applicable Onondaga County Rules and Regulations Relating to the Use of the Public Sewer System, including without limitation, prohibited discharges and uses set forth at Article III of the Rules and Regulations Related to the Use of the Public Sewer System, and all future modifications or amendments thereto.

C. To the extent not otherwise encompassed by paragraphs A, B and C of this provision, the Municipality further covenants and agrees to indemnify, defend and hold harmless the County, its 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 out of ownership or existence of public sewers, pumping stations and sewage treatment plants.

D. The County covenants and agrees to indemnify, defend and hold harmless the Municipality, its 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 out of service and maintenance of the public sewers, pumping stations and sewage treatment plants owned by the Municipality, to the extent that such loss is caused solely by the negligence or gross negligence on the part of the County and its employees.

E. The provisions of Paragraphs A through C of this Section shall survive termination or expiration of this Agreement.

F. The Municipality agrees to obtain and maintain general liability insurance including comprehensive form, premises-operations, broad form contractual environmental liability coverage with minimum limits of not less than five million dollars ($5,000,000) combined single limit for bodily injury and property damage. The required insurance policies shall be endorsed to include Onondaga County as an additional insured. Also, the policies will include a provision that the issuing company(ies) will notify the certificate of insurance holder, which shall be the Onondaga County Attorney located in the Department of Law, Civic Center 10th Floor, 421 Montgomery Street, Syracuse, New York 13202, 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 Agreement, the issuing company(ies) shall notify the certificate of insurance holder upon renewal of the policies.

G. The County agrees to obtain and maintain sufficient comprehensive general liability insurance to cover the County's responsibilities in the above-stated hold harmless clause.

8. CERTIFICATE OF INSURANCE

The Municipality shall furnish to the Onondaga County Attorney a certificate of insurance which shall evidence all of the above requirements of insurance. Said certificate must contain specific language so as to adequately advise the County of the Municipality'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(ies) endorsed such policies as hereinabove required so as to include Onondaga County as an additional insured and to notify the County Attorney 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 Agreement,

a new certificate of insurance shall immediately be sent to the certificate of insurance holder, the Onondaga County Attorney.

9. STATUTORY COMPLIANCE

In acceptance of this Agreement, the Municipality covenants and agrees to comply in all respects with all federal, state and county laws which pertain hereto regarding services for municipal corporations including but not limited to workers' compensation and employers' liability insurance, hours of employment, wages, human rights, and state and federal environmental laws, and their common law counterparts.

10. CONFLICT OF INTEREST

The Municipality hereby covenants and agrees that there is no member of the Onondaga County Legislature or other County officer or employee forbidden by law to be interested in this Agreement directly or indirectly who will benefit therefrom.

11. LICENSES AND PERMITS

The Municipality hereby agrees that it will obtain at its own expense all licenses or permits for the work performed under this Agreement, if any are necessary, prior to the commencement of work.

12. CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between the County and the Municipality and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County Executive and the Municipality.

13. 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.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed pursuant to the laws of the State of New York. Any dispute arising out of the implementation, enforcement or interpretation of this Agreement shall be resolved in a court of competent jurisdiction sitting in the County of Onondaga, State of New York.

15. 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 this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

DATED:_____, 201__. **COUNTY OF ONONDAGA**

By:_____
Joanne M. Mahoney
County Executive

DATED:_____, 201__. **_____**
Municipality

By:_____

Its:_____

Exhibit B

Onondaga County Water Environment Protection Matrix for Sanitary Sewer Offsets

The Following Criteria will be utilized for separate sanitary sewer areas within the Onondaga County Consolidated Sanitary District that will require offsets.

1) Service areas currently under consent order by New York State Department of Environmental Conservation.

2) Service areas subject to wet weather Sanitary Sewer Overflows (SSOs). This is inclusive of SSO's that are due to either pumped or gravity overflows.

3) Service areas that exceed four times their three year average base flow during wet weather events.

This criterion is to be utilized for all pump stations, treatment facilities and sewers regardless of ownership.

As such the following facilities (trunk sewer, pumping station and treatment plant) are affected by wet weather driven criterion that meet the matrix as set forth above and their corresponding tributary service areas will be deemed to require a minimum offset plan of a one to one (1:1) ratio for added sewer flows as outlined in section 20.
Capacity Constraints Section B. of Local Law No. 1, 2011.

Facilities Requiring Offset Plans

- Westside Pumping Station service area
- Ley Creek Pumping Station service area
- Meadow Brook Wastewater Treatment Plant service area
- Davis Road Pumping Station service area
- Liverpool Pumping Station service area
- Electronics Park Trunk Sewer Area

Exhibit B

Table 1 Partial List of Available Offset Credits

Infiltration			
Problem Type		**Contribution (gpm)**	**Reference**
Manholes	Barrel Section Leak-- Paved Areas	Heavy – 1,584 gpd Moderate – 935 gpd Minor- 390 gpd	A.S.C.E Manual of Practice No. 92
	Barrel Section Leaks - Unpaved Areas	Heavy – 6,625 gpd Moderate – 3,310 gpd Minor-1,585 gpd	A.S.C.E Manual of Practice No. 92
	Low Lying Manholes surface inflow or infiltration.	5,760 gpd	Value approved by the NYSDEC For Erie County Division of Sewerage Management
Sewer Lining, Replacement or Rehabilitation		To be determined on a case by case basis based on C.C.T.V. or flow monitoring.	
Lateral Repair of Replacement		500 gpd	
*** Roof Leader Disconnection**		(Area of roof ft.) x 0.62 = gpd credit	
Other I/I Reduction Projects		To be determined on a case by case basis	

* Based on 1 year 2 hour return frequency rainfall = 1 inch of rain.

Updated: 2/21/1

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.state.ny.us/corps

Local Law Filing

Town of Cicero

Local Law No. 9 of the year 2013

A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CICERO AS IT RELATES TO ADMINISTRATION AND ENFORCEMENT OF VARIOUS PROVISIONS OF THE SAID CODE ADMINISTERED AND ENFORCED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT AND TO MAKE TECHNICAL CORRECTIONS TO VARIOUS LAND USE PROVISIONS OF THE CODE.

Be it enacted by the Town Board of the Town of Cicero, in the County of Onondaga, as follows:

SECTION 1. The Code of the Town of Cicero, § 68-2, Definitions is hereby amended by amending the definition of "Zoning and Planning Office," to read as follows:

"Zoning and Planning Office - The Department of Planning and Development of the Town of Cicero."

SECTION 2. The Code of the Town of Cicero, § 68-4 Subdivision B is hereby amended to read as follows:

B. Exemptions. No building permit shall be required for work in any of the following categories:

(1) Installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(2) Installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;

(3) Construction of retaining walls, unless such walls support a surcharge or impound Class I, II or IIIA liquids;

(4) Construction of temporary motion-picture, television and theater stage sets and scenery;

(5) Installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(6) Installation of partitions or movable cases less than five feet nine inches in height;

(7) Painting, wallpapering, tiling, carpeting, or other similar finish work;

(8) Installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

(9) Replacement of any equipment, provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or

(10) Repairs, provided that such repairs do not involve:

(a) The removal or cutting away of a load-bearing wall, partition, or portion thereof, or of any structural beam or load-bearing component;

(b) The removal or change of any means of egress; or the rearrangement of parts of a structure in a manner which affects egress;

(c) The enlargement, alteration, replacement or relocation of any building system; or

(d) The removal from service of all or part of a fire protection system for any period of time.

SECTION 3. The Code of the Town of Cicero, § 68-4 Subdivision (I) is hereby amended to read as follows:

I. Time limits. Building permits shall become invalid unless the authorized work is commenced within six months following the date of issuance. Building permits shall expire 12 months after the date of issuance, demolition permits shall expire six months after the date of issuance. A building permit which has become invalid or which has expired pursuant to this subsection may be renewed, for successive six month periods, upon application by the permit holder, payment of the applicable fee, and approval of the application by a Code enforcement officer.

SECTION 4. The Code of the Town of Cicero, is hereby amended by repealing Chapter 72, Building Numbering, adopted 2/13/1984.

SECTION 5. The Code of the Town of Cicero, § 90-7 is hereby amended to read as follows:

§ 90-7. Town may perform work; billing for cost.

If, within the time set by the Code Enforcement Officer, the remedial work is not completed, the Town, at its option, may undertake the work directly or through contractors, and submit a bill to the property owner for the cost of such work, including associated administrative costs incurred by the Town.

SECTION 6. The Code of the Town of Cicero, § 109-1 is hereby amended to read as follows:

§ 109-1. Applications for Fireworks Permits

A. All applications for permits for the display of fireworks shall be made at least 21 days in advance of the date of the display and the permit shall contain provisions that the actual point at which the fireworks are to be fired be in accordance with the rules found in § 405 of the Penal Law and pursuant to regulations of the New York State Labor Department commissioner of labor pursuant to § 462 of the labor law and that all the persons in actual charge of firing the fireworks shall be certified by the New York State Labor Department.

B. Applications will be obtained from the Town Clerk's Office and shall be submitted with five copies to the Town Clerk, who shall forward to the Chief of Police, Code Enforcement Officer and Fire Chief of the district where such display will occur.

C. No permit granted and issued hereunder shall be transferable.

D. Upon approval, the Chief of Police, Code Enforcement Officer and the Fire Chief will notify the Town Clerk by signing the application and the Town Clerk shall forward the application to the Town Board for their approval.

E. Any denial of a permit shall include a written statement from the Chief of Police, Code Enforcement Officer and/or the Fire Chief stating the reasons for denial. The Town Clerk shall notify the applicant of the denial and provide reasons supporting that decision in writing.

F. Inspections. The Code Enforcement Officer shall inspect the subject premises prior to the approval of a permit. The Code Enforcement Officer shall re-inspect the premises where the display will take place to ensure the work authorized by such permit is done in conformity with the approved plans and specifications and standards, rules and regulations applicable thereto.

G. Fees. Fees necessary for the administration of this chapter shall be established by resolution of the Town Board.

SECTION 7. The Code of the Town of Cicero, Chapter 124, Housing Standards, adopted as chapter 27 of the 1974 Code, is hereby repealed, excepting § 124-41.1 which is renumbered as § 188-3.1 Maintenance and abandonment of swimming pools.

SECTION 8. The Code of the Town of Cicero, § 140-4(G) is hereby amended to read as follows:

G. Piers and footings. Piers and footings for mobile homes shall be as in accordance with the specifications found in the Residential Code of New York State (19, NYCRR, Part 1220).

SECTION 9. The Code of the Town of Cicero, § 140-13(C) is hereby amended to read as follows:

C. Foundation, piers and footings. Foundations, piers, and footings for mobile homes shall be in accordance with specifications found in the Residential Code of New York State (19, NYCRR, Part 1220).

SECTION 10. The Code of the Town of Cicero, § 140-14(R) is hereby amended to read as follows:

R. All mobile homes, buildings and structures will have a four-digit number. The number will conform to the requirements of the Fire Code of New York State (19, NYCRR, Part 1225).

SECTION 11. The Code of the Town of Cicero, Chapter 166, Article VIII is hereby amended to read as follows:

ARTICLE VIII. Private Sewage Disposal Systems

§ 166-28. Required connections to private disposal systems.

Where a public sanitary sewer is not available under the provisions of § 166-5, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article.

§ 166-29. Construction permit required; fee.

Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit from the Onondaga County Health Department. The application for such permit shall be made on a form furnished by the said Department, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary by the Department.

§ 166-30. Inspection during construction.

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Onondaga County Department of Health.

§ 166-31. Compliance of private disposal systems.

The type, capacities, location and layout of a private sewage disposal system shall comply with all sections of the New York State Health Department regulations found in Appendix 75A as well as all recommendations of the Onondaga County Health Department.

§ 166-31.1. Abandonment of private system.

At such time as a public sewer becomes available to any property upon which a sanitary sewage nuisance or health hazard exists, as provided in § 166-28, a direct connection shall be made to the public sewer in compliance with the provisions of § 166-5, and any septic tanks, cesspools or similar private sewage disposal facilities shall be abandoned and filled with suitable materials.

§ 166-31.2. Cost of operation and maintenance.

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the Town of Cicero.

SECTION 12. The Code of the Town of Cicero, § 185-2, Definitions is amended to amend the definition of "Subdivision" to read as follows:

SUBDIVISION - The division of any part, parcel or area of land by the owner or agent either by lots or metes and bounds into two or more lots, blocks or parcels for the purpose of conveyance, transfer, improvement, building development or sale. A subdivision shall not include, however, the division of land for agricultural purposes into two or more lots, each five acres or more in area, The term 'subdivision" includes re-subdivision.

SECTION 13. The Code of the Town of Cicero, § 185-5M, is amended to read as follows:

M. Approval of a preliminary plan shall expire after 24 months from the date of approval. Extensions for periods of 12 months may be granted by the Planning Board upon application. Such applications for extensions shall not be entertained by the Planning Board, unless such application is received by the Planning Board within 30 days after the expiration of such date of expiration. Such application for extensions shall be granted unless changed conditions or new information indicate the unsuitability to the development as shown on the preliminary plan.

SECTION 14. The Code of the Town of Cicero, § 188-3(B) is hereby amended to read as follows:

B. Enclosures. All pools will be provided with an enclosure that complies with the applicable provisions of the New York State Uniform Fire Prevention and Building Code (Uniform Code), as applicable for the specific parcel, except where exempted by the Uniform Code.

SECTION 15. The Code of the Town of Cicero. § 210-10(A)(3) is hereby amended to read as follows:

Private garages, not exceeding 700 square feet in area, when used as an accessory use to the principal residential use of the property.

SECTION 16. The Code of the Town of Cicero. § 210-11(A)(4) is hereby amended to read as follows:

Private garages, not exceeding 700 square feet in area, when used as an accessory use to the principal residential use of the property.

SECTION 17. The Code of the Town of Cicero. § 210-18(B)(1) is hereby amended to read as follows:

Political signs. Signs for political campaigns shall be removed by the political party or candidate within seven days of the completion of the election for which the sign was intended and shall be erected no more than 30 days prior to a primary election or 45 days before any other election.

SECTION 18. The Code of the Town of Cicero. § 210-18(C) "Signs prohibited in all districts," is hereby amended to add a new subsection (5) to read as follows:

(5) Vehicle Signs - Any sign displayed on a parked trailer or other vehicle where the primary purpose of the vehicle is to advertise a product, service business, or other activity. This regulation shall permit the use of business logos, identification or advertising on vehicles primarily and actively used for business purposes.

SECTION 19. The Code of the Town of Cicero, § 210-27(A) is hereby amended to read as follows:

A. All new structures, modifications, alterations or replacements of existing structures; any single use structure that has been vacant for more than 1 year; or any change in the use or occupancy classification of a single use building shall be subject to site plan review by the Town Planning Board as hereafter set forth, except that the Code Enforcement Officer shall have authority to approve site plans without referral to the Planning Board if the proposal meets all of the following conditions:

(1) Where the proposal involves the expansion and/or modification of an existing structure or site which has received previous site plan approval by the Planning Board; and

(2) The proposal is in full compliance with all existing zoning regulations; and

(3) The proposal does not exceed 25% of the ground space of the existing building or structure or 10,000 square feet, whichever is less.; and

(4) There is no change to the existing traffic patterns, drainage patterns, change in the required parking or change in any pedestrian access.

SECTION 20. The Code of the Town of Cicero, § 210-19 is hereby amended to read as follows:

§ 210-19. Landscape and screening requirements.

The Town of Cicero recognizes that a modern suburban Town environment requires a balancing of the right to privacy with the need to maintain open views and vistas and the right to be protected from undesirable intrusions of adjacent uses with the right to reasonably utilize one's property. Because of the diversity of situations existing in the Town, it is unreasonable to establish one set of inflexible rules to govern all situations on possible combinations of uses. Accordingly, this Code establishes certain minimum requirements applicable in all situations therein designated and delegates to the Planning Board or Code Enforcement Office the responsibility to strike a reasonable accommodation between these competing interests based upon the evidence presented to it as part of site plan approval applications.

A. Landscaping requirements. Any landscaping or planting requirement imposed by the Planning Board or Code Enforcement Officer as part of a site plan approval shall be maintained in a sound, safe and healthy condition at all times.

B. Visibility on streets and driveways.

(1) No plantings, fencing or screening device shall impair exit vision from a street or driveway.

(2) On corner lots there shall be no obstruction to visibility between the height of two feet and 10 feet from grade for a distance of 20 feet from the property corner along both streets.

SECTION 21. The Code of the Town of Cicero, Chapter 210, Article VI is hereby amended by adding a new section 210-19.1 Fences and walls, to read as follows:

A. Legislative findings. The Town Board of the Town of Cicero finds that the installation and maintenance of fences within the Town is an area of concern. The Town Board enacts this subsection regarding fences because the Town Board recognizes that while property owners may enjoy fences, in the interest of public health, safety and welfare, fences should be installed and maintained in a manner that adequately protects the general public.

B. Definition.

(1) Fence: anything constructed and/or placed for the purposes of enclosing and/or dividing property.

C. Permit required. No fence, wall or other type of construction shall be erected unless a permit has been issued by the Code Enforcement Officer. The provisions of this chapter shall not apply to the owner or premises devoted to full-time agriculture as defined by New York State Department of Agriculture and Markets, when such fence is solely for an agriculture purpose.

D. Application. An application for permit shall be made to the Code Enforcement Officer, on forms provided by the him, and shall contain, at a minimum, the following information:

(1) A copy of a property survey showing current conditions of the site.

(2) An accurate plan showing property lines and the location of the proposed new or modified fence on or within the applicant's property lines and the height of the proposed new or modified fence.

(3) The full name and address of the owner, applicant, and of the contractor, where applicable.

(4) A brief description of the materials to be used and the type and height of the fence to be installed.

(5) Such other information as may reasonably be required by the Code Enforcement Officer to establish compliance with all applicable requirements.

E. Fence regulations:

(1) This section shall apply to all districts or any parcel of land.

(2) For lots along the shore or banks of Oneida Lake, Oneida River or Chittenango Creek, no screening device in excess of three feet, nor any plantings (except trees) in excess of two feet, nor any fences more than 50% opaque, shall be allowed in any required front or rear yard. Trees in these areas shall have all branches trimmed to a minimum height of six feet above grade.

(3) All fences or other screening devices which completely enclose any portion of a lot shall have at least one pedestrian gate at least three feet in width.

(4) Fences in the required front yard shall be no higher than four feet from grade and shall be no more than 50% opaque.

(5) Except in one- and two-family districts, all service areas for buildings, i.e., dumpsters, trash areas, etc., shall be screened from view of neighboring properties by a solid, opaque enclosure of at least six feet in height.

(6) No fence or screening device shall be installed or maintained in any drainage easement.

(7) Fences may be installed at the perimeter of the property line. Fences may be no more than 48 inches tall and no more than fifty-percent opaque in the front yard, and no more than 72 inches tall in the side and rear yards, with the exception of tennis or recreation courts, which may extend to a height of 144 inches.

(8) Signs such as "No Trespassing" or other similar signs are not permitted on residential fences.

(9) Fences shall be constructed of natural material, chain link, vinyl or similar material and shall be generally of a uniform design and finish within each individual lot. The finished side of the fence shall face adjoining properties. Fences shall be white, black or natural colored, and no fluorescent colors shall be permitted.

(10) Fences shall be of a consistent material along each property boundary.

(11) The following specific fences and fencing materials are prohibited:

(a) Barbed-wire fences, except on agriculturally zoned land actively used for farming purposes.

(b) Canvas fences.

(c) Cloth fences.

(d) Aboveground electrically charged fences, except on agriculturally zoned land actively used for farming purposes.

(e) Temporary fences, except where necessary to protect public health, safety and welfare. Such temporary fences shall be removed within 30 days after the circumstances warranting the temporary fence have abated.

(f) Expandable and collapsible fences, except during improvements to real property.

(g) Snow fences, except between November 1 and April 15.

(12) To the extent that this section conflicts with other provisions of the Cicero Town Code with respect to fences in any districts this section shall control.

(13) This section shall not supersede any fencing requirements with respect to swimming pools.

F. Fence maintenance.

(1) Fences shall be maintained in a safe and substantial condition.

(2) The Code Enforcement Officer shall notify a property owner in writing of any fence that does not comply with this section. Said property owner shall have 30 days to comply with the provisions of this section. Failure to comply shall be punishable in accordance with this chapter.

(3) For lots along the shore or banks of Oneida Lake, the Oneida River or Chittenango Creek, no screening device in excess of three feet, nor any plantings (except trees) in excess of two feet, nor any fences more than fifty-percent opaque, shall be allowed in any required front or rear yard. Trees in these areas shall have all branches trimmed to a minimum height of six feet above grade.

SECTION 22. The Code of the Town of Cicero, Chapter 210, Article XI is hereby amended by renumbering Article XI and creating a new Chapter 130, Licensing of Junkyards, to read as follows:

Chapter 130 Licensing of Junkyards

§ 130-1. Requirements for operation and maintenance.
No person shall operate, establish or maintain a junk yard in the Town of Cicero until the junkyard has obtained a license to operate and is located in an approved Planned Unit Development District.

§ 130-2. Application for license.
Application for the license shall be made in writing to the Code Enforcement Officer. The application shall contain the legal description of the land to be included within the junkyard and such other information as deemed necessary by the Code Enforcement Officer or the Town Board.

§ 130-3. Hearing.
A hearing before the Town Board on the application shall be held within the Town of Cicero not less than two weeks nor more than four weeks from the date of the receipt of the application by the Code Enforcement Officer, unless waived by the applicant.

§ 130-4. License requirements.
At the time and place of the hearing, the Town Board shall hear the applicant and all other persons wishing to be heard on the application for a license to operate, establish or maintain the junkyard; in considering such application, it shall take into account the applicant's ability to comply with all reasonable regulations imposed by this chapter and, whether the applicant has been convicted of any form of larceny or receipt of stolen goods, and other matters within the purposes of this chapter and article.

§ 130-5. Aesthetic considerations.
At the hearing, the Town Board may also take into account the effect of the proposed junkyard on the environment, the general welfare of the Town's citizens and the aesthetics of the surrounding area. The Town Board may consider, among other relevant factors, the type of road servicing the location or the road from which the junkyard can be seen, the natural or artificial barriers protecting the junkyard from view, the proximity of the junkyard to established or prospective residential and recreational areas or main access routes thereto, as well as the reasonable availability of other suitable sites for the junkyard.

§ 130-6. Grant or denial of application.

A. After the hearing, the Town Board shall, within four weeks, make a finding as to whether or not the application should be granted, giving notice of its finding to the applicant by mail, postage prepaid, to the address given on the application. If approved, the license shall be issued and shall remain in effect for one year from the date of approval by the Town Board.

B. The Town Board may waive strict compliance with the provisions of § 210-61 and may place any reasonable condition upon such approval as it deems necessary.

C. Approval shall be assignable upon application by a proposed assignee and approval by the Town Board.

D. Licenses may, at the discretion of the Town Board, be reviewed for renewal upon payment of the licensing fee without a hearing, provided that all provisions of this article, including any conditions imposed by the Town Board, were fully complied with during the previous license term.

E. The determination of the Town Board may be reviewed under Article 78 of the Civil Practice Law and Rules.

§ 130-7. License fee.
The license fee shall be an amount as determined by the Town Board.

§ 130-8. Fencing.
Before use, a junkyard shall be completely surrounded with a fence at least eight feet in height which substantially screens the enclosed materials and with a suitable gate which shall be closed and locked except during the working hours of the junkyard or when the applicant or the applicant's agent is working within. The fence shall be at least 50 feet from a public highway. All materials shall be kept within the enclosure of the junkyard except as removal is necessary in the reasonable course of business. The Town Board shall have the authority to waive any fencing requirements as it sees fit due to the natural topography or growth of the area, provided that any natural barrier conforms with the purposes of this article.

§ 130-9. Established junkyards.
For the purposes of this article, the location of junkyards already established shall be considered approved by the Town Board and the owner thereof be deemed suitable for the issuance of a license absent a compelling change in circumstances. The owner of an established junkyard shall be required to apply for a renewal of the license by April 1 of each year. Such licensee shall comply with all other provisions of this Chapter, including the fencing requirement set forth in § 130-8.

§ 130-10. Violations.

A. A violation of any of the provisions of this chapter by an owner of land and/or a builder or contractor shall constitute an offense punishable either:

(1) By the imposition of a fine not exceeding $350 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for a conviction of a second offense, both of which were committed within a period of five years, by a fine of not less than $350 but no more than $700, or imprisonment for a period not exceeding 15 days, or both; and, for conviction of a third or subsequent offense, all of which were committed within a period of five years, by a fine of not less than $700 but no more than $1,000, or imprisonment for a period not exceeding six months, or both; and/or

(2) By the imposition of a civil penalty in the above amounts, which said penalty may be assessed and recoverable against the violator in a small claims proceeding

instituted by the Town in the Town Justice Court, pursuant to the provisions of Article 18 of the Uniform Justice Court Act.

B. Each week's continued violation shall constitute a separate, additional violation for which separate and additional fines or civil penalties in the above amounts may be imposed or recovered.

SECTION 23. The Code of the Town of Cicero, Chapter 210, Article IX is hereby amended by adding a new section 210-34.1 to read as follows:

§ 210-34.1 Compliance with Zoning Provisions.

It shall be unlawful for any person, firm or corporation to:

A. Allow any building or land to be used or occupied or any building or part thereof to be erected, moved, extended or altered except in conformity with the regulations herein set forth for the district in which it is located.

B. Fail in any manner to comply with a written notice, directive or order of the Code Enforcement Officer.

C. Construct, alter or use and occupy any building or structure or portion thereof or use any land in a manner not permitted by an approved plan or resolution of the Planning Board or the Zoning Board of Appeals, where such approval is required.

SECTION 24. The Code of the Town of Cicero, Chapter 210, § 201-28 is amended by adding a new subdivision "E" to read as follows:

E. Expiration of Site Plan; Extension. Approved site plans shall expire unless building permits have been issued for the project, or for projects not requiring a building permit construction has substantially commenced on-site, within one year of the date of approval by the Planning Board, provided, however, that clearing, grading and/or excavation shall not be deemed to be substantial construction within the meaning of this section. Additional construction shall be completed not more than three years from the date of approval of the site plan. Time requirements may be extended for a period of one year by the Planning Board Chairperson through resubmittal of final plans for check against current code requirements and/or written justification for the requested extension. No fees will be levied for such a compliance check and extension. Changes to the plans originally approved for purposes other than code

requirements shall require an application for revisions pursuant to this chapter. Upon expiration of the building permit, a new site plan approval must be obtained. In any event, such site plan shall expire upon the rezoning of the site following approval of the site plan unless the proposed use is a permitted use in the subsequent zone. Any currently approved site plan that has not had a building permit issued, shall be required to obtain such building permit within one year from the date of adoption of this section or such approval shall expire.

SECTION 25. The Code of the Town of Cicero, Chapter 210, § 201-31 is amended by adding a new subdivision "C" to read as follows:

C. Limitations on variances. A variance shall become null and void one year after the date on which it was issued, unless a building permit or certificate of occupancy is obtained and maintained. Where a violation of this chapter has been cited against the property which is the subject of the variance, the Zoning Board of Appeals may establish a shorter time limitation based on the nature and severity of the violation, taking into consideration the practical ability of the applicant to correct the violation in light of weather conditions, construction issues or other relevant factors.

SECTION 26. If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Cicero hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 27. This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

§120-1. Title.

This chapter shall be known as the "Town of Cicero Grading, Excavation and Fill Law."

§120-2. Purpose.

The purpose of this chapter is to provide minimum standards to safeguard persons and property and to promote the public welfare by preventing excessive erosion, hazardous rock and soil slippage, sediment production and other soil and water management problems, and by regulating and controlling the design, construction, quality of materials, use location and maintenance of grading, excavation and fill.

§120-3. Applicability; exceptions.

A. These provisions shall apply to:

(1) Digging, grading and all other activities which would be associated with the removal or displacement of sand, gravel, rock, topsoil, turf or earth on all private property within the Town.

(2) Digging, grading, soil removal, trenching, boring, soil testing or sampling and all other activities associated with the removal, relocation or displacement of soil, road materials or road surface within the outermost official boundaries of any highway in the Town of Cicero, any easement of the Town of Cicero or any special district located therein or any other public place owned by the Town of Cicero or over which the Town of Cicero has an easement for any purpose whatsoever.

B. Excepted from the requirements of this chapter are excavations or fill for the construction of a driveway, sidewalk, emergency repairs to underground utilities, on-the-farm conservation practices and where authorized by the Code Enforcement Officer for construction of a wall, swimming pool, building or part of a building consistent with previously approved site plans or subdivision plans.

§120-4. Permit required; application.

A. Before any excavation or filling of more than 10 cubic yards is commenced for any purpose (other than those excepted in §120-3B of this chapter) and sand, gravel, rock, topsoil, turf or earth is removed from the ground or placed on it, the owner or agent of the owner or lessee of the premises shall obtain a permit from the Planning Board. Application for such permit shall be made, in writing, on forms provided by the Town Clerk; such permit shall be in addition to any license

or permit required by the Department of Environmental Conservation of the State of New York or any other governmental agency whose primary purpose is the protection of the environment.

B. The submission of an application under the terms of this chapter and the issuance of a permit by the Planning Board shall be deemed to be consent by the applicant to permit the Town Engineer, Highway Superintendent, Code Enforcement Officer or any individual or any authorized agent of the Town to inspect the premises at all reasonable times to determine whether or not the permittee is in compliance with the provisions of this chapter.

C. Each application shall be accompanied by the appropriate environmental assessment form in accordance with the State Environmental Quality Review Act of the State of New York.

D. Upon receipt by any applicant of such permit pursuant to this section, the permit shall be displayed at the property site during the course of excavation or fill, as the case may be, and until completion thereof.

E. Stormwater pollution prevention plan (SWPP). A stormwater pollution prevention plan consistent with the requirements of Chapter **179** of this Code shall be required for issuance of a permit. The SWPP shall meet the performance and design criteria and standards in Chapter **179** of this Code. The approved site conditions shall be consistent with the provisions of Chapter **179.**

§120-5. Terms of permit; fee.

A. The Town Highway Superintendent, Engineer, Code Enforcement Officer may submit recommendations to the Planning Board for terms to be incorporated in such permit (including terms for excavation, filling and restoration of the premises) in order to more fully protect the health and safety of the residents of the Town of Cicero, the preservation of the premises and to ensure that the proposed excavation and fill will not interfere with the drainage of or endanger any highway in the Town of Cicero, any easement of the Town or any special district or any other public place owned by the Town of Cicero or over which the Town has an easement for any purpose whatsoever.

B. The Town Clerk shall charge and collect a fee determined according to the schedule of fees established by resolution of the Town Board.

§120-6. Issuance or denial of permit.

A. The Planning Board, when the application, together with all necessary supporting documents, has been submitted and upon finding the considerations of §120-2 to be met, shall authorize the Code Enforcement Officer to issue the permit.

B. The Planning Board may refuse to grant an excavation and fill permit where substantial interference, hazard or danger will result to existing facilities, adjoining property or to the health and safety of the residents of the Town of Cicero. The Planning Board may, however, authorize the issuance of a permit, subject to such terms and conditions as may be just and proper to accomplish the considerations of §120-2.

§120-7. Enforcement; suspension and revocation of permit.

A. Enforcement of this chapter shall be the responsibility of the Code Enforcement Officer of the Town of Cicero or a duly authorized representative.

B. Suspension; revocation. Upon the violation of any provisions of this chapter or any other local law of the Town of Cicero pertaining to the operations specified herein, the Code Enforcement Officer may suspend any permit issued until a public hearing is held before the Planning Board within 45 days after the permit suspension at which the permittee shall be given an opportunity to be heard. After completion of the public hearing, the Planning Board shall determine if such permit should be revoked.

C. Any person who feels or believes that the provisions of this chapter are not duly enforced or who has knowledge of existing violations shall file a complaint, in writing, with the Code Enforcement Officer of the Town of Cicero, who shall thereupon make an investigation and report his findings to the Planning Board.

§120-8. Penalties.

Any person violating any of the provisions of this chapter shall be liable, on conviction thereof, to a penalty not exceeding three hundred fifty dollars ($350.). Whenever such person shall have been notified by the Code Enforcement Officer, by service of summons in a prosecution or in any way, that his or she is committing such violation of this chapter, each day that he or she shall continue such violation after such notification shall constitute a separate offense punishable by a like fine or penalty. Such fines or penalties shall be collected as like fines or penalties are now by law collected.

Supervisor's Office

Memo

To: Town Board

From: Jim Corl

cc: Gary Natali/Town Clerk

Date: July 9, 2013

Re: Zoning Board of Appeals

I am in receipt of Mr. Natali's memo dated 7/1/13 regarding ZBA appointments. I do not object to Mr. Natali's request, given the fact that both individuals he is recommending have ZBA experience and have proven to be an asset to the Board.

Should you feel differently, please advise me and Mr. Natali prior to the Board meeting, so we may discuss this further. I plan to follow Mr. Natali's request and ask for Board approval at the next Board meeting.

Thank you,

Jim

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

Supervisor
Jim Corl
(315) 699-1414

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

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

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

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

TOWN OF CICERO

COUNTY OF ONONDAGA

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

To: Jim Corl – Supervisor
Jessica Zambrano – Deputy Supervisor
Town Board Members

From: Gary Natali - Chairman
Zoning Board of Appeals

cc: T. Kirwan, Esq.
Zoning Board Members
S. Procopio
Planning Board Members

Date: July 1, 2013

Subject: ZBA Vacancy & ZBA Ad-Hoc Vacancy

Ad-Hoc Zoning Board of Appeals member Gary Palladino has been acting in Don Bloss' position since his resignation. I am requesting approval for Mr. Palladino to fill Mr. Bloss' position, effective with the August 5, 2013 meeting.

Also, please find a request from Mrs. Rita Wicks to fill the, soon to be open, Zoning Board of Appeals Ad-Hoc position. Mrs. Wicks was previously on the Zoning Board of Appeals for the whole year of 2009. She filled in the last year of a prior appointment and was up for re-appointment on January 1, 2010. I strongly recommended Mrs. Wicks' re-appointment, however, Mr. Winters was appointed in her place. I am requesting approval for Mrs. Rita Wicks to fill the position of Zoning Board of Appeals Ad-Hoc to fill Mr. Palladino's position, effective with the August 5, 2013 meeting.

CICERO TOWN CLERK'S OFFICE

Memo

To: Supervisor, Town Board

From: Tracy

Date: July 16, 2013

Re: Annual Trail License Contract

TBM: **July 26, 2013**

Please find attached the Annual Trail License Contract.

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

Agenda item: Resolution to authorize the Supervisor to execute the Annual Trail License Contract between National Grid and the Cicero-Clay Snow Owls.

Motion read by Councilor Jennings (Liaison):

RESOLUTION:

Councilor _____ moved the adoption of a resolution to authorize the Supervisor to execute the Annual Trail License Contract between National Grid and the Cicero-Clay Snow Owls. Motion was seconded by Councilor _____.

Ayes _____ and Noes_____

Jim

Date: July 24, 2013

Highway Department Agenda Items

Request approval for the following items:

(A) ITEM: $1000.00 deductable for damaged sweeper

VENDOR: J&J Equipment

AMOUNT: $1000.00

ACCOUNT CODE: DB19304

MOTION TO APPROVE:

(B) ITEM: repair to dump box trk #12-overage(extra metal for box, that was found to be bad after it was removed)

VENDOR: Schneider Brothers Corp

AMOUNT: $300.00

ACCOUNT CODE:DB513057

MOTION TO ACCEPT:

(C) ITEM: 55 gal drum gear oil

VENDOR: United Auto Supply

AMOUNT: $1519.42

ACCOUNT CODE:DB513040

MOTION TO APPROVE:

(D)ITEM: Attachment bracket-quickfit for bucket #45

VENDOR: Vantage Equipment

AMOUNT: $1,151.20

ACCOUNT CODE: DB513055

MOTION TO APPROVE:

(E)ITEM: Leaf springs trk#40

VENDOR: Allied Spring

AMOUNT: approx.$2000.00

ACCOUNT CODE: DB513044

MOTION TO APPROVE:

(F) ITEM: New 7 yr. County contract for inspection stations requiring purchase of new equipment (DMV). NYVIP2 Contract through Systech which becomes effective 12/1/13. Orders must be placed before August 15th.

VENDOR: SYSTECH International, LLC (www.nyvip.org)

AMOUNT: approx. $1,375.00

ACCOUNT CODE: A5132.4

MOTION TO APPROVE:

(G) ITEM:Slurry seal (284) for Weaver and Schyler-overage of $1,468.16.

VENDOR: Suit-Kote

AMOUNT: TOTAL: $26,998.16

ACCOUNT CODE: H511255

MOTION TO APPROVE:

TO: Town Board

FROM: Jody L. Rogers, Director

DATE: July 1, 2013

RE: Staff Appointments/Purchase Approval(s)

Staff Appointments:

Brianna Echols	Recreation Attendant, $8/hr., B7020.11, B7140.1, B7150.12
Alicia Sherlock	Recreation Attendant, $7.25/hr., B7140.1, B7140.12

Purchase Approvals:

ITEM: Emergency Purchase: Tree removal and grind stumps-Riverfront Park
VENDOR: Lumberjack Tree
AMOUNT: $2,000
Budget Code: A7110.45

ITEM: Lumber and supplies for constructing pavilion at William Park (Eagle Scout Project)
VENDOR: Lowes
AMOUNT: $2,800
Budget Code: A7110.459

ITEM: School Use-summer Day Camp
VENDOR: NSCSD
AMOUNT: $7,728.50 (via participant fees)
Budget Code: B7140.54

ITEM: Paving new access point to Gateway Park to accommodate for new handicap access for residents
VENDOR: Salt Springs Paving, Co.
AMOUNT: $1,200
Budget Code: A7110.45

ITEM: Repair to electric service for pole barn (Parks, Police, Highway)
VENDOR: Mac Electric Services, Inc.
AMOUNT: $1726.92
Budget Code: A1620405 $1000
A162040 $726.92

~~ITEM: Energy saving modifications to lighting at Senior Center-energy audit~~
~~VENDOR: National Grid~~
~~AMOUNT: $1898.86~~
~~Budget Code: A6772.46~~

Computer Outlet Cicero
8274 Brewerton Rd.
Cicero NY, 13039
Cicero: 315-698-2464
computer-outlet@verizon.net

QUOTE

Date: 06/27/2013 11:42am
Quote # 1329
Created By: Clark, Jeffrey

Customer : **Town of Cicero**
8236 Brewerton Rd
Cicero, NY 13039
Telephone: 315-699-1414

Notes : This is a 2 year renewal for the AVG Antivirus Business Edition running on all PCs and servers at the town hall and police department.

Labor & Materials :

Item	Quantity	Price	Extended
AVG Antivirus 60 User 2 Year Renwal	1.00	1199.00	$1,199.00
		Subtotal	$1,199.00
		0% Sales Tax	$0.00
		Total	**$1,199.00**

Quotes are valid for thirty(30) days from the date it was issued. If you would like a copy of our full return and warranty policies please ask one of our technicians. New parts generally have a one(1) year warranty from the time of purchase. Used parts generally have a thirty(30) day warranty from the time of purchase. We accept returns on new equipment within seven(7) days of purchase with a valid receipt. no returns are accepted on used systems.

Thank you for your business!

CICERO TOWN CLERK'S OFFICE

Memo

To: Supervisor, Town Board

From: Tracy

Date: July 12, 2013

Subject: Dispose of Fixed Assets and Declare as Surplus

Re: **Agenda items – July 24th, 2013 TBM**

I am requesting Town Board approval for the following:

DISPOSAL OF FIXED ASSETS AND DECLARE AS SURPLUS

RESOLUTION #1

Councilor _____ moved the adoption of a resolution to dispose of the following fixed assets and declare the items as surplus (as they are no use to the Town). Motion was seconded by Councilor _____:

Ayes - _____ and Noes - _____. Motion carried.

Please contact me before the Town Board Meeting (7/24/2013), if you have any questions.

JULY 24, 2013 Regular Town Board Meeting

ITEMS TO BE DISPOSED AND DECLARED AS SURPLUS LIST:

(19) KEYBOARDS

MAKE	SERIAL No./CN No./P/N No.
DELL	CN-07N242-38842-35f-4153
DELL	CN-0DJ331-71616-81I-002R
DELL	CN-07N242-71616-583-18HI
DELL	CN-04N454-37172-478-OBQU
DELL	CN-0RH659-73571-9AR-01QM
DELL	CN-07N242-38840-25I-1685
DELL	CN-07N242-38840-25I-1685
DELL	CN-07N242-71616-53H-0506
DELL	0N6250-71616-64E-1H8U
DELL	0N6250-71616-5CK-00LX
DELL	CN-0J4628-71616-65R-02SK
DELL	CN-0N6250-71616-579-02FS
DELL	TH-04N454-37171-235-5127
NMB	82181452
NMB	10690944
LOGITECH	867449-0403
MANHATTAN	UNKNOWN
UNKNOWN	867633-0403
UNKNOWN	08179903PII350720K
UNKNOWN	52110305

(16) MOUSES

MAKE	SERIAL No./CN No./P/N No.
DELL	425090451
DELL	HCD52378067
DELL	F0L01Q38BG
DELL	LZC23408710
DELL	410007016
DELL	LZA31836894
DELL	XN966
DELL	517033773
LOGITECH	HCA44
LOGITECH	LT391N01288
LOGITECH	HCA52815456
MICROSOFT	X08-70382204220
MICROSOFT	X08-72983
KEY MOUSE	063030660933
UNKNOWN	52420131 TC E1
UNKNOWN	056000959

(2) SETS OF COMPUTER SPEAKERS

MAKE	SERIAL No./CN No./P/N No.
DELL	CN-0D3431-48200-477-01G6
DELL	CN-0H6371-48200-57L-002M

(9) COMPUTER MONITORS

MAKE	SERIAL No./CN No./P/N No.
ACER	ETL460C00560604652PY11
ACER	ETL480B1826350D92F390B
ACER	ETL480B1826330B6CE3903
DELL	0J1806-71618-4BA-C953
DELL	04P121-47803-28P-BHBP
DELL	0P0151-64180-43V-02VE
GATEWAY	MUL5022F0017696
STAR LOGIC	HJ7439453950159
VISUAL SENSATIONS	1745AAB020113962

(20) HARD DRIVES

MAKE	SERIAL No./CN No./P/N No.
DELL	0T5438-70821-48K-7AV4
DELL	76C4P61
DELL	48WK1B1
DELL	38Q3U91
DELL	1M8WTFI
DELL	1DWK1B1
DELL	9JLC051
DELL	4GWK1B1
DELL	8KY231
DELL	GJ4LP51
DELL	G017T71
DELL	8L2NT61
DELL	D90SM-12
DELL	8M2NT61
DELL	GP264K1
AMD	3GTW001
BENQ	040651590

Hard drives continued...

BENQ	040651685
COMPAQ	M8182807159
QUANTAM	D90SM-12

MISCELLANEOUS ITEMS

MAKE	DESCRIPTION	SERIAL No./CN No./P/N No.
UNKNOWN	DESK UNDERMOUNT KEYBOARD TRAY	N/A
UNKNOWN	DESK UNDERMOUNT KEYBOARD TRAY	N/A
HP DESKJET	5740 PRINTER	MY4CA1W0WD
ZIP RIP	SCANNER	C5441510
EPSON	DOT MATRIX PRINTER	E8BY102321
MONROE 7130	CALCULATOR	AD081101
HP	LASERJET 2015DN	CNBJP34085
ZEROX	DOCUMATE 510	N/A
HON	312K FILING CABINET (ZONING)	Z034
UNKNOWN	METAL DESK (ZONING)	N/A
FILE CABINET	VICTOR (4 DRAWER – FIRE PROOF	JUS 5 (JUSTICE)
SAUDER	WOODEN WALL HUTCH	CODES/ZONING

Revised 7/18/13