

STATE OF NEW YORK
ONONDAGA COUNTY
TOWN OF CICERO

SS:

The Cicero Town Board held their regular meeting on Wednesday, August 28, 2013 at 6:30 p.m. at the Cicero Town Hall, 8236 Brewerton Road, Cicero, NY 13039.

Present: Jim Corl, Supervisor
Jessica Zambrano, Councilor
C. Vernon Conway, Councilor
Lynn Jennings, Councilor
Tim Burtis, Councilor

Others Present: Tracy Cosilmon, Town Clerk
Christopher Woznica, Highway
Joseph Snell, Police Chief
Robert Germain, Germain & Germain, Town Attorney
Bruce W. Letts, C & S Companies, Town Engineer

Supervisor Corl indicated where the fire exits were and read the following statement:

The Cicero Town Board acknowledges the importance of full public participation in all public hearings and therefore urges all who wish to address those in attendance to utilize the microphones located in the front of the room. At this time please turn off your cell phones and be sure to speak clearly into the microphones to enable all to hear.

The meeting was opened at 6:30 p.m. with the Pledge of Allegiance.

Councilor Jennings requested a moment of silence in remembrance of our men and women serving in the Armed Forces in harms way.

S.E.Q.R.
(State Environmental Quality Review Act)

Supervisor Corl moved the adoption of a resolution that all actions taken tonight are Type Two (2) or Unlisted actions under the New York Environmental Quality Review Act unless otherwise determined. Motion was seconded by Councilor Zambrano.

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

APPROVAL OF TOWN BOARD MEETING MINUTES

Councilor Jennings moved the adoption of a resolution to approve the minutes of the July 24, 2013 Regular Town Board Meeting. Motion was seconded by Councilor Conway.

Ayes- 5 and Noes – 0.

BUDGET MODIFICATIONS

Councilor Burtis moved the adoption of a resolution to approve the following budget modifications as follows:

**TOWN BOARD MEETING
08/28/2013**

**2013
BUDGET MODIFICATIONS**

FROM		\$	TO
DB511046	Cold Patch Hwy	306.43	DB513057 Body Maintenance
DB513050	Gradall/Badger	3000.00	DB513057 Body Maintenance
DB513055	Hwy Machinery – Other	2300.00	DB513052 Mower
DB511047	Hwy Misc	3000.00	DB513052 Mower
A51322	Garage Equipment	5000.00	A51324 Garage Contractual Exp
SD85404 0400	Drainage Contractual	77206.72	SD85404 0400 DB Darlene Brook Project
A1110435	Justice Postage	1500.00	A11104 Justice Contractual
A677251	Senior Computer Lab	146.53	A677253 Senior Bus Maintenance
A711044	Parks Misc	1000.00	A711040 Parks Supplies
B714040	Parks Supplies	63.50	A71454 Parks Contracts
A79894	Farmer’s Market Cont	1360.00	
A798942	Farmer’s Market Marketing	250.00	
A798943	Farmer’s Market Porta J	250.00	A711045 Parks Improv/Rehab
A14204	Attorney Contractual	4000.00	A142042 Attorney Town Code
			A142041 Attorney Union Negotiation
A135544	Assessor Computer Labor	500.00	A10104 Town Board Contractual
A71101 OT	Park Overtime	204.02	A711011 Park Laborers
A715045	Park Misc	197.22	A715040 Parks Supples
A162041	Computer Maint/Support	8000.00	A142042 Attorney – 7000.00
			A142044 Attorney Litigation – 1000.00

The building account A162040 is extremely deficient due to the paving of the parking lot, so the following budget modifications have been made to get us to the end of this year.

A141044	Code Book	1300.00	
A1410435	Town Clerk Postage	500.00	
A1620402	Hwy Break Room	500.00	
A1620406	Police Building	2939.82	
A1620460	Building Contracts	2000.00	
A111041	Justice Computer Labor	401.00	
A13154	Comptroller Contractual	500.00	
A13304	Tax Contractual	500.00	
A13554	Assessor Contractual	500.00	
A19504	Special Items Taxes	162.65	
A51324	Garage Contractual	500.00	A162040 Town Building Contractal
Total		9803.47	

2013 BUDGET AMENDMENTS

Revenues	Appropriation
B3389 GTSC Governor’s Traffic Safety Grant	B31201 GTSC \$1785.30 Personal Services
B3389 E Buckle Up New York	B31201 E OT \$969.20 Personal Services
Senior Center Roof Renovations	
A2797 Onondaga Ct Community Dev Grant	A677248 CD 1500.00 Senior Center
Renovation CD	
A599 Fund Balance	A677248 \$10060.00

Councilor Jennings said he would like to have them read because there are quite a few and he thinks the residents, probably, would like to hear where we are doing with what.

Councilor Burtis replied okay.

Councilor Jennings said he would eliminate the DB codes just to save him.

Tracy Cosilmon, Town Clerk, asked if for a lot of the ones out of the Building, if they could give a brief explanation of why they went to that extent. They did budget \$50,000 for our parking lot

and they only had \$20,000 in there and she thinks they did an amazing job the way they pulled all that money.

Supervisor Corl gave a brief synopsis and explained that most of the budget modifications in the second portion Shirlie (the Comptroller) had worked with Tracy over the course of the last couple of weeks actually. As many know, on our Town parking lot this year we did the Slurry Seal to help so it would last longer, to protect it, going from the Town Hall all the way back to the Salt Barn and that was about a \$50,000 expenditure to invest. And what they did was most of these modifications all of the departments kind of pitched in, along with Tracy's department, the \$20,000 to take the money and pay for that necessary improvement. They could certainly read those off as to the work that Shirlie did to kind of come up with that, that's not a problem. But, that's the reason why there were so many modifications.

The second one, just to highlight, Supervisor Corl explained that during the Senior Center renovation they were able to obtain a grant through Community Development for \$30,000 for the roof, which was a necessary repair because it is getting old. So the Community Development provided \$30,000 for that improvement, along with the parking lot at the Senior Center. However, once they got in there was additional repairs that needed to be made, which was about 10 to 15 thousand dollars more. They had the contractor go ahead and do the additional improvements that were not covered by grant money, so you also see the budget amendments to cover that expense.

Motion was seconded by Councilor Zambrano.

Councilor Jennings said that the only reason he had asked for the explanation was that Jody Rogers had sent him a letter and he didn't have anything to back it up until he got the modifications today. He is the liaison to Parks & Recreation so he read the following Memo from Jody Rogers:

AGENDA August 28, 2013

TO: Town Board
 FROM: Jody L. Rogers
 DATE: August 12, 2013
 RE: Additional Expenses for Senior Center Community Development Project

During the roofing portion of the Senior Center Community Development Project the roofer discovered rotting, wet insulation and holes in the roof portion in the front of the building. The front portion of the roof project was originally bid as part of the overall project but we decided that it didn't need to be done this year. Since it was part of the original bid I asked permission from Jim and Shirlie to have the contractor remove and re-roof the front portion of the Center while they were there. The amount is \$11,560.

I need to ask for an Amendment to the Senior Budget in that amount.
 Thank you.

Councilor Jennings explained that was a good chunk of change, so basically that was what he wanted to explain before somebody should ask what they did with the \$11,000.

Councilor Zambrano asked if Councilor Jennings was satisfied that the \$11,000 was accounted for.

Councilor Jennings replied yes.

Supervisor Corl noted that the motion had already been seconded.

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

UPDATE ON THE TOWN'S REQUEST FOR THE INSTALLATION OF A TRAFFIC CONTROL DEVICE/SAFETY MEASURE TO BE IMPLEMENTED AT THE INTERSECTION OF ISLAND ROAD AND NORTHERN BOULEVARD

Supervisor Corl explained that some time ago the Town Board unanimously approved a resolution to ask the County of Onondaga to look at the intersection over by Northern Boulevard and Thompson, by Believer's Chapel, that 4-way stop. Dave Witek, a resident, initiated the petition and he had worked with him in getting a lot of information to the County.

Supervisor Corl read the following report that came back from the County after their investigation:

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

Gentlemen:

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

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

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

Supervisor Corl stated that this would be a great improvement to address some safety concerns over there. He asked Dave Witek if he would like to comment.

Dave Witek thanked Supervisor Corl for taking the opportunity so he could work with him, so that they could get the information out to the County of Onondaga Highway Superintendent. He thinks it's going to make a vast improvement at that intersection. He talked to a lot of different people, he lives in The Crossing, and he goes through there every day and he has two teenage boys who are now driving and have almost gotten hit several times, along with himself and his wife. He appreciates Supervisor Corl's help and he thinks that this is going to be a vast improvement from the time that they started in the Fall of 2012 till the Spring of 2014.

Supervisor Corl thanked Dave Witek for all his efforts. Supervisor Corl said Phase II won't be along Thompson Road there from South Bay at this point, the design is just to improve it, not to create additional lanes (kind of like they did with the other section from South Bay to Route 31).

Supervisor Corl solicited any questions from the Board.

Board questions – None.

APPROVE AND AUTHORIZE THE SUPERVISOR TO SIGN THE INTERMUNICIPAL
WASTEWATER AGREEMENT WITH THE COUNTY OF ONONDAGA

Supervisor Corl asked Bruce W. Letts, C & S Companies, Town Engineer to give a brief synopsis.

Bruce Letts explained that C&S reviewed the agreement on behalf of the Town and made some minor comments and those had been addressed by the Town. He thinks that there consensus is that the Town of Cicero's sewer system is an asset and it's in the Town's best interest to protect that asset and this is a good first step with the copy that's attached to do so:

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 Town of Cicero having its principal offices at 8236 Brewerton Rd., Cicero, New York ("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 overflow ("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.
- *Cerlification 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 oh 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 light 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 ("1&1") 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 1&1 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 1&1 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.

B. 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		Contribution (gpm)	Reference
Problem Type			
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: 2/21/3

Supervisor Corl stated he had spoken to Commissioner Rhoads since the last time they all met and he didn't have any objections with them passing the resolution contingent upon and incorporating his letter and then the letter also to Mary Ann Coogan. He thinks they have done their due diligence for sure and he'd like the Town Board to adopt it as he outlined it.

Supervisor Corl solicited any questions from the board.

Councilor Zambrano moved the adoption of a resolution to approve and authorize the Supervisor to sign the Intermunicipal Wastewater Agreement with the County of Onondaga and incorporating by reference the letter dated July 1, 2013 to Commissioner Rhoads from Supervisor Corl and letter from Commissioner Rhoads to Supervisor Mary Ann Coogan of Camillus dated May 30, 2013 (as shown below):

<p>Town Council Jessica Zambrano, Deputy Supervisor Vern Conway Lynn Jennings Tim Burtis</p>	<p>Supervisor Jim Corl (315) 699-1414</p>	<p>Highway Superintendent Christopher J. Woznica (315) 699-2745 Fax (315) 699-2746</p>
<p>Receiver of Taxes Sharon M. Edick (315) 699-2756 Fax (315) 699-9562</p>		<p>Town Justices Doug DeMarche, Jr. David Bruffett, Jr. (315) 699-8478 Fax (315) 699-7017</p>
<p>Town Clerk Tracy M. Cosilmon (315) 699-8109</p>	<p>TOWN OF CICERO COUNTY OF ONONDAGA</p>	
<p>8236 Brewerton Road, Cicero, New York 13039 • FAX 315-699-0039 • e-mail: jcorl@ciceronewyork.net</p>		

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 Corl
Cicero Town Supervisor

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



JORRGE M. MANNONEY, County Executive
Tom Rhoads, P.E., Commissioner
 650 Hawatha 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 and 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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Motion was seconded by Councilor Conway.

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

APPROVE THREE (3) PROPOSED HYDRANTS IN THE EXISTING BREWERTON WATER DISTRICT – PROJECT #9003678/MANDORLA GARDENS/LORETTO

Supervisor Corl said he was sure that everyone had gotten the letter that he had received from OCWA (Onondaga County Water Authority). As the Loretto Project moves forward the developer has asked OCWA for the installation of three (3) hydrants. It has been reviewed by the Fire Department Liaison and also our Codes office; they have no objections.

Supervisor Corl solicited any questions from the board.

Board questions – None.

Supervisor Corl moved the adoption of a resolution to approve the installation of three (3) proposed hydrants in the existing Brewerton Water District – Project #9003678/Mandorla Gardens/Loretto from the Developer, Hueber Breur Construction Co., who will pay for the hydrant installations in conjunction with the 8" Water Main Extension. WD/WSD CODE # Brewerton Water District, Ext. 3. Motion was seconded by Councilor Burtis.

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

APPOINT OFFICER ERIC FLANSBURG TO FULL-TIME POLICE OFFICER

Supervisor Corl announced that Eric and his family were in attendance at the meeting.

Supervisor Corl said he and Chief Snell had talked about Eric Flansburg, and they both agreed that he would be a great fit in Cicero.

Chief Snell said that Officer Flansburg had come to us in June of 2012. He's received an award at the last awards ceremony, a Traffic Safety Award, for his aggressive efforts of traffic enforcement even as a part-time police officer and he has put in a lot of time. Eric will be a great asset to the Police department and to the community. Chief Snell said he gets nothing but rave reviews about Eric.

Supervisor Corl said he had heard the same reviews.

Councilor Zambrano moved the adoption of a resolution to permanently appoint Officer Eric Flansburg to Full-Time Police Officer in the Town of Cicero, effective September 2, 2013 at a rate of \$40,374.00. Motion was seconded by Councilor Jennings.

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

Eric Flansburg was sworn in by Tracy Cosilmon, Town Clerk.

RESOLUTION FOR TOWN OF CICERO TO ENTER INTO A MAINTENANCE AGREEMENT WITH NEW COUNTRY PLAZA

Supervisor Corl stated that he had provided a copy of the agreement to everybody and that it had been reviewed by Robert Germain the Town Attorney. He asked Bob Smith, Planning Board Chair, (who he said had pretty much facilitated this), if he had any comments.

Bob Smith said as probably everybody has seen, the Aldi's Plaza/New County Plaza has been reborn/renovated. In fact, Aldi is opening on the 5th of September and Dollar Tree is opening Saturday. But part of that is the Town Highway Department has a median down the center of the road - we don't do those anymore, but that's owned by the Town; maintenance on that has always been an issue and is a concern of both the commercial people and all the people living behind it; the grass gets high because the Highway department only has so much time. Councilor Zambrano was with him and they came up with the idea that we have an Adopt-A-Highway program and the folks at Aldi's Plaza and the people at Community Bank bought into it right away and they are going to take over maintenance to keep those medians, or maybe landscaping them or doing some nice things there and it won't cost the Town a cent. Chris Woznica won't have to send people out there to mow it and it's all taken care of. So, that was the reason. It was basically just borrowing the Adopt-A-Highway program and getting somebody to buy into it.

Supervisor Corl commented that it was a great idea.

Councilor Zambrano thinks that the property owner is very interested in having that plaza more attractive, so, some of the vegetation has been taken down to open it up to the public and they did try to save a tree or two. She thinks they are going to do a nice job of landscaping it and maintaining that and they were very eager to do that. Because we all want to see that plaza a success, it really hasn't been a success over the years and right now it looks kind of shabby. With the Aldi's and with Dollar Tree as the two anchor stores, there will be some repainting of the building and new roof, landscaping, and there will be some consistency with the signs so it doesn't look like such a mish-mash. It will be a huge improvement to our community.

Supervisor Corl solicited any questions from the Board.

Board questions – None.

Supervisor Corl moved for the adoption of a resolution for the Town of Cicero to enter into a maintenance agreement with Community Bank and Marketplace Mall of Cortland Associates, LLC, for the medians on New Country Drive and allow the Supervisor to execute the agreement as shown below:

**TOWN OF CICERO
PROPERTY MAINTENANCE AGREEMENT**

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

WITNESSETH

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

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

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

1. The Contractor's Obligations. The Contractor shall perform services on a portion of the Owner's property namely, median strips within the road known as New Country Drive which serves as the entrance way to what is now known as Aldi's Plaza.
2. The contractor shall perform the following routine maintenance procedures on and surrounding the medians:
 - i. Mowing of each property at least weekly during the mowing season.
 - ii. Trash and debris removal, as needed
 - iii. General planting of landscaping to enhance the medians and maintenance of same in Contractor's discretion.
 Contractor's responsibilities under this Agreement shall be limited to the services set forth in this paragraph 2.
3. The contractor shall notify and seek approval to proceed from the Owner of needed repairs, which are outside the scope of routine maintenance described in subparagraph (2) above. The contractor shall perform necessary repairs/maintenance to the property at the request of the Owner upon request.
4. The contractor is responsible for maintaining liability insurance only as it would pertain to a liability resulting from their negligence relating solely to the maintenance on said property set forth in paragraph 2 herein above. The owner will maintain liability insurance necessary to cover any claim resulting from incidence unrelated to property maintenance required herein.
5. The owner shall provide the contractor with such access to the property as is reasonably necessary for the contractor to comply with the terms of this agreement. The owner shall immediately notify the contractor if the property has been purchased, and no longer requires property maintenance services.
6. The owner, at no time, is required to provide the contractor with liability insurance or worker's compensation.
7. Term. This Agreement shall remain in effect until terminated.
 - a) The owner has the right to terminate this Agreement by giving notice to the contractor thirty (30) days in advance of the date of termination.
 - b) The contractor has the right to terminate this Agreement by giving written notice of intent to terminate this Agreement to the Owner thirty (30) days in advance of the date of termination.
8. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements, and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by both Parties.

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

Community Bank, N.A.

By: _____

President/Vice President

Signature: _____

Print Name: _____

authorized signatory

Date: _____

Marketplace Mall of Cortland Associates, LLC

By: _____

Michael Silberberg, Member

Signature: _____

Print Name: _____

Date: _____

TOWN OF CICERO:

By: **James Corl, Jr.- Supervisor**

Signature: _____

Date: _____

Motion was seconded by Councilor Zambrano.

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

APPROVE ANNUAL FIREWORKS PERMIT FOR CICERO FALCONS

Councilor Jennings moved the adoption of a resolution to approve and for the Supervisor to execute the Annual Fireworks Permit for the Cicero Falcons to be held on Saturday, September 7, 2013 at Central Park, 6541 State Route 31, Cicero, and to waive the permit fee of \$75.00 (organization is not for profit). Motion was seconded by Councilor Conway.

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

APPROVAL TO HIRE JOHN DUNHAM AS A DEPUTY CODE ENFORCEMENT OFFICER

Supervisor Corl stated that based on the Codes office work load, he believed this would be an asset.

Supervisor Corl solicited any questions or comments from the board.

Board comments – None.

Supervisor Corl moved the adoption of a resolution to hire John Dunham on a full-time basis for a (3) month temporary full time appointment, pursuant to Civil Service Law Section 64 as Deputy Code Enforcement Officer at a pay rate of \$37,500.00, in addition to, he will be receiving full-time benefits also, effective August 28, 2013. Motion was seconded by Councilor Zambrano.

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

DISPOSE OF CABINETS IN ZONING DEPARTMENT AND DECLARE AS SURPLUS

Supervisor Corl stated that they were also doing some office clean-out/renovations for the Codes office.

Supervisor Corl moved the adoption of a resolution to dispose of the cabinets in the Zoning department and declare as surplus. Motion was seconded by Councilor Zambrano.

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

APPROVE ANNUAL CONTRACT WITH ROUTE 11 STORAGE

Supervisor Corl stated that there is a significant amount of maps and boxes of old permits that they need to store as they kind of reconfigure things in the Codes office.

Councilor Burtis asked how big the storage space was.

Tracy Cosilmon replied that it was 10' x 10'.

Councilor Burtis moved the adoption of a resolution to approve an annual contract with Route 11 Storage in the amount of \$145.00 per month for storage of archival documents and maps for the Coding and Zoning department. Motion was seconded by Councilor Jennings.

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

Tracy Cosilmon asked Supervisor Corl if they could add in the motion for the Supervisor to execute the contract.

Supervisor Corl replied "So amended."

Supervisor Corl asked Robert Germain, Town Attorney if they had to do a full, another motion for that.

Robert Germain replied no.

PURCHASE APPROVALS FOR HIGHWAY DEPARTMENT

Councilor Burtis moved the adoption of a resolution to approve the following purchase approvals for the Highway Department:

- A. \$1,966.66 to Tracy Rd. Equipment for Bearings & counter shaft for Truck #7
- B. \$3,000.00 to Schneider Brothers to repair dump box for Truck #5
- C. \$2,300.00 to Cazenovia Equipment for rotary cutter for #7 mower
- D. \$3,000.00 to Sunnycrest for 10 catch basins
- E. \$201.32 to J&J Equipment for additional cost for repair to Falcon Trailer (initial P.O. was for \$900.00) 4/23/13
- F. \$8,000.00 to Oswego Tool and Steel for 40 foot pipe and band – Emergency Purchase for Totman Road Culvert Project

Motion was seconded by Councilor Conway.

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

RESOLUTION TO ADOPT A 5 YEAR HIGHWAY EQUIPMENT MAINTENANCE PLAN

Supervisor Corl said he was hopeful that all the Board members had a chance to review the plan; he knows this was just distributed that afternoon and he believes that they put it on the website too.

Supervisor Corl said along with Councilor Zambrano, Chris Woznica and Douglas Wickman, they have been working on a 5 Year Highway Equipment Maintenance Plan to help Chris out with his fleet to make sure that we have the adequate resources for our Highway department and employees to provide the service that they need to do for the Town as opposed to doing large purchases like this on an emergency basis.

A plan has been developed and Chris Woznica has reviewed it. Supervisor Corl asked Chris if he had any objections.

Chris Woznica replied that he had none whatsoever.

Supervisor Corl said he thought it was a good plan. He thinks it is something that the Board has needed for some time and Chris has needed for some time, so he could be assured. He wanted the Board to consider adopting this so going forward. These amounts could be budgeted every year and not to be varied from, so Chris can do the job he needs to do.

Supervisor Corl solicited any Board comments or questions.

Councilor Jennings said he did. He said he got it late and read a lot of it and there's a lot of money in it. But, the only question that he had was under Equipment for 2013, they have a 10 WH-Large Dump w/Snow & Ice (S&I) Equipment, Pickup Truck, Skid Steer Loader. It was his understanding, way back when sometime they talked, when Doug Hill presented the fact that a 10 Wheeler loaded with stuff on it would be very heavy and more destructive to the roads than it would be good...

Chris Woznica replied no, not at all. It does make sense to buy 6 Wheel Dump Trucks because they use these trucks year round for hauling blacktop, sand and gravel. So it's not advantageous to buy 6 of those dump trucks. With the length of their routes, they'd have to make multiple trips back to the Town to keep loading up with the salt.

Councilor Jennings replied okay. Then in 2014 and 2015 they have 6 Wheel Large Dumps.

Chris Woznica explained that they do have some smaller routes that the 10 Wheelers can't get on.

Councilor Jennings thanked Chris.

Councilor Zambrano stated that there had been a complete inventory of all of the Highway department equipment and an assessment made about the condition of that equipment with certainly a great deal of input by the Highway department. Some of us have always been concerned that we didn't have a real, live, vehicle replacement plan for the Highway department, so this is the attempt to address it and to make sure that the Highway department is well equipped and that vehicles are rotated and that they are not purchasing this equipment on an emergency

basis; that they plan for it ahead of time and that they know ahead of time what it is that we need to replace. She thinks that this is the fairest thing for the Highway department so that they know ahead of time what they need to plan for and she thinks that it is a huge investment for the infrastructure for our Town. She asked Chris if he agreed.

Chris Woznica said he totally agreed and he thanked everyone for helping them.

Councilor Burtis asked if the idea of this was that this is a plan that they would agree to, but the expenditures would still come before the Board.

Supervisor Corl replied that was correct. They have, for instance in 2013, for the equipment to be purchased is \$300,000 and in the next resolution they will be talking about purchasing that equipment and how they are going to do that. But, Shirlie (the Comptroller) and he worked together in finding a way to be able to modify money in the Highway budget to make these purchases happen this year, 2013. For 2014, when he is putting the budget together he will make sure to budget \$295,000 for that equipment, but next year they have to approve the expenditures that come through.

Councilor Zambrano asked through the budget?

Supervisor Corl explained that they'll budget it and then department heads will come before the Board for a purchase.

Councilor Burtis asked if this was just a view, looking forward, and a bunch of people saying that this was a reasonable expectation of what we need and these are approximate costs, because there is no way to really say that in 2017 a 10 Wheeler will cost approximately that much.

Supervisor Corl replied that was correct. Costs would vary. And what was built in Councilor Burtis would see the next 3 years is pretty consistent with the amounts. It goes up a little in 2016 because, working with Shirlie (the Comptroller) on this, some of the debt that we have will be dropping off on some of the equipment that's been purchased.

Councilor Zambrano added that it would make more money available for the purchases, so they did take all that into consideration.

Councilor Burtis said it was a great plan. It's very good - a lot of work. There's good detail in the back and different ideas on how they would pay for it and what they would do. It's very good!

Councilor Zambrano moved the adoption of a resolution to adopt the following 5 Year Highway Equipment Maintenance Plan as developed in conjunction with the Town Highway Department and Town Engineers:

**HIGHWAY EQUIPMENT PURCHASES PLAN
TOWN OF CICERO
AUGUST 28, 2013**

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

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

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

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

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

DETAILED FIVE YEAR SPENDING PLAN

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

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

PURCHASE PLAN

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

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

16 Year Plan = 19 Large Dump Trucks

Note: Interchange replacement numbers as appropriate.

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

- Recommend 3/4 ton for all pick-ups.
- One pick-up to be medium duty for snow and ice equipment (plow and hopper) and regular box (no dump and no utility). Possibly Ford F350/F450 or equal.

- 2013 – Pickup (Replace No. 4)
- 2014 – Crew Cab - Utility (Replace No. 42)
- 2014 – Pickup (Replace No. 50)
- 2015 – Pickup (Replace No. 2)
- 2017 – Crew Cab - Dump (Replace No. 37)
- 2018 – Pickup (Replace No. 1)
- 2019 – Crew Cab - Utility (Replace No. 32)
- 2020 – Pickup (Replace No. 6)
- 2021 – Crew Cab - Dump (Replace No. 15)
- 2022 – Pickup (Replace No. 8)
- 2023 – Pickup (Replace No. 3)

11 Year Plan = 11 Vehicles

PURCHASE PLAN (Cont'd)

Other Equipment

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

PRICES - 2013

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

EXISTING EQUIPMENT INVENTORY

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

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

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

Other Large Dump Trucks (No S&I Equipment)

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

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

Other S&I Equipment

- A. Cul-de-sac cleanup by one 1 ton pickup. Recommend 1-ton 6 x 6 pickup suitable for front plow and cargo box sander.
- B. Front End Loaders
- Existing: No. 25 – 3 c.y. 2012 John Deere 624
 No. 38 – 3 ½ c.y. 2005 John Deere 624

Small/Midsize Trucks

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

Major Equipment

- A. Earthmoving
- | | | |
|--------|-----------------------|------|
| No. 22 | Badger Excavator | 2002 |
| No. 53 | Gradall Excavator | 2006 |
| No. 45 | Volvo Track Excavator | 2002 |
| No. 46 | Trailer (Excavator) | 2003 |
- B. Trenching/Skid Steer
- | | | |
|--------|--------------------|------|
| No. 23 | John Deere Backhoe | 2003 |
| No. 13 | Skid Steer | 2001 |
- C. Forklift
- | | | |
|--------|---------------|------|
| No. 44 | Yale Forklift | 2001 |
|--------|---------------|------|
- D. Summer
- | | | |
|--------|---------------------------|------|
| No. 7 | New Holland Tractor-Mower | 2003 |
| No. 55 | Elgin Sweeper | 2012 |
| No. 93 | Sewer Jet & Chassis | 2005 |
| No. 52 | Finn Hydro Seeder | 2003 |
| No. 28 | Chipper | 2002 |
| --- | Road Striper | 2008 |
| No. 26 | Brush Loader | 2001 |
| No. 47 | Drum Roller | 2003 |
| No. 54 | 4 Ton Asphalt | 2011 |
| ---- | Misc. Trailers | |

REPAIR COSTS

Large Dumps - Records started in 2009

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

Small and Medium Trucks – Records started in 2009

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

Haul Trucks

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

EQUIPMENT DISPOSAL LIST
(As Warranted)

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

Motion was seconded by Councilor Burtis.

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

AUTHORIZE EQUIPMENT PURCHASES FOR THE HIGHWAY EQUIPMENT MAINTENANCE PLAN FOR 2014

Supervisor Corl stated that along with the plan, it was pointed out that 2013 calls for the 10 Wheeler, the Pick-up Truck and the Skid Steer Loader. His conversation with Chris was what he'd like to do, which is solicit costs for all of that equipment and not just sticking with the Macs, but he'd like to take a full-view of what's out there on State contract and that way all that data can be collected and presented back to the Board on September 11th, for potential purchase of that. He talked with Shirlye Stuart and she will be in contact with Terri in Highway; they can kind of coordinate on getting all of that information to the Board.

Supervisor Corl moved the adoption of a resolution to solicit costs/bids on the following equipment purchases for the Highway Department pursuant to the 5 Year Maintenance Plan as adopted for consideration at the September 11th, 2013 Regular Town Board Meeting:

- A. (1) Skid Steer Loader
- B. (1) 10 Wheel large dump truck with snow and ice equipment hopper
- C. (1) Pickup truck

Motion was seconded by Councilor Zambrano.

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

Councilor Zambrano commented that once they go ahead and get the bids and decide to get the purchase it will take up to a year to get one of the large trucks. So, while they may be purchasing it this year, Chris will not see it until this time next year.

Supervisor Corl said potentially, when they look at the different products, they can find it if they go with something else can they get it sooner dependent upon their needs.

**RESOLUTION ASKING NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO
RECONSIDER AND MAKE COSMETIC IMPROVEMENTS TO THE ROUTE 81
OVERPASS OVER STATE ROUTE 31**

Supervisor Corl stated that he sent a letter to the State of New York asking them to make cosmetic improvements to the Route 81 overpass. He said we all go through it probably once a day, most likely. It's the overpass over Route 31, right in the heart of Cicero. It's the Department of Transportation that has to make those improvements. Obviously, it's going to be some time off before any traffic patterns or large improvements are going to be made with State's budget and what not. But, just some cosmetic paint to spruce it up would be good, so he sent a letter, it came back and basically it stated was that nothing was going to be done until...

Councilor Zambrano stated this would not be until 2017. It said that they had to do the repairs before they can even tell us when it's going to be done and 2017 was the Brewerton Bridge.

Supervisor Corl read some of the following letter:

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

JOAN McDONALD
COMMISSIONER

July 24, 2013

RECEIVED
JUL 31 2013
TOWN OF CICERO
SUPERVISOR'S OFFICE

CARL F. FORD, P.E.
REGIONAL DIRECTOR

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

Dear Supervisor Corl:

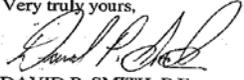
RE: REQUEST TO HAVE I-81 OVERPASS
OVER RTE 31 CLEANED AND PAINTED

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

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

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

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

Very truly yours,

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

Supervisor Corl said he'd like to see if we could have the Board pass a formal resolution and then they can send it to our Assembly members and State Senators, to see if that list could be done; he thinks it is minimal for us to ask for.

Councilor Zambrano said she agreed. Basically, they are passing a resolution to harass the Department of Transportation. So when they ask for Route 81, can they ask for... she asked Bob Smith was it the 481 bridge that they were looking at earlier that day.

Bob Smith explained that they try to bring in the developers and they try to market the community. When you look over our main drag, like the gentleman that is fixing up Aldi's Plaza, it's grown up; there's brush and weeds, you can't even see around the corner sometimes and the entire bridge itself - it's rusted. And it's just an image thing. If we were marketing a house it's the simple things that we would simply say to people to do to make it more marketable. When you go to the city and other communities the DOT takes care of the bridges; their painted, they at least look decent. It doesn't seem that it's a huge request to cut the brush and paint the rust to make our community look a little bit better. It was just trying to get the DOT take care of what they own.

Councilor Jennings jokingly said maybe they could find some young people who could spray paint it and do some graffiti.

Supervisor Corl said it is not a big request, so hopefully the DOT won't see it as harassment.

Councilor Burtis asked if they could put "brush" in there too. He said somebody had adopted that highway.

Councilor Conway moved the adoption of a resolution asking New York State Department of Transportation to reconsider and make cosmetic improvements to the Route 81 overpass over State Route 31. Motion was seconded by Councilor Jennings.

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

ACCEPT ROADS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS FROM
HANCOCK FIELD DEVELOPMENT CORPORATION

Supervisor Corl stated that right before the meeting Chris Woznica had brought up that they may want to pass on this until he has further time to review it.

Supervisor Corl asked Robert Germain if he would give an update.

Robert Germain explained that they had supplied the town with some proposed easements for the project and actually part of the reconfiguration of the roads. They did a deed over from the County and they've got some easements which have actually been recorded already. But, that was all he has on it.

Supervisor Corl told Chris Woznica he would defer this until the next meeting to allow Chris more time to look at it.

Deferred until September 11th, Regular Town Board meeting.

ACCEPT DRAINAGE EASEMENT BETWEEN BIRCH TREE ROAD AND
PEREGRIN LANE, BREWERTON (Birches Section 4 Amended)

Supervisor Corl asked Bruce W. Letts, Town Engineer if he would comment on it.

Bruce Letts stated that they have gone through reviewed them and they find them to be acceptable.

Supervisor Corl asked Robert Germain if he was all set.

Robert Germain replied yes.

Supervisor Corl solicited any questions from the Board.

Board questions – None.

Supervisor Corl moved the adoption of a resolution to accept the Drainage Easement between Birch Tree Road and Peregrin Lane, Brewerton (Birches Section 4 Amended). Motion was seconded by Councilor Burtis.

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

AUTHORIZE C&S ENGINEERS TO PERFORM ADDITIONAL WORK RELATIVE TO THE
NORTH BRANCH PINE GROVE BROOK FLOOD ANALYSIS, AS REQUIRED BY FEMA
(Federal Emergency Management Agency)

Bruce Letts said he had sent out a letter regarding this and hoped that everyone had gotten a copy of it. They did some initial modeling with the FEMA data and it appeared that there are some significant mistakes on their assumptions, their mapping and their data sets. They submitted some preliminary numbers and requested that they redraw the Floodplain boundaries and FEMA responded with a request for additional information. So they went through and requested the additional information requested by FEMA, because of that C&S would require an additional \$4,800 in engineering efforts to potentially eliminate between 15 and 25 houses out of the floodplain.

Supervisor Corl asked how long the process would take with the additional work.

Bruce Letts explained that to do the modeling, on their part, should not take too long. He thinks that where the delays may occur might be with FEMA reviewing our numbers and actually issuing the formal redrawing of this. In this case, because it's so great and so obvious, it's really a low hanging proof that he thinks that it's worthwhile for the Town to go after it, to eliminate these houses from the floodplain.

Supervisor Corl said he knew that we have started the process and have invested in it and he thinks we should follow through on it and see if we can help these people.

Bruce Letts explained that they have very strict requirements on the data that they required to have before they make changes to their official maps.

Supervisor Corl asked if this was the same one that had Route 81 going over South Bay Road, which was so blatantly incorrect. He said it was unfortunate that it was not caught years ago.

Councilor Burtis asked how many houses this involved.

Bruce Letts said right now they estimate, (and they will know for sure after the final analysis), that it's between 15 and 25 houses that can be eliminated from the floodplain as it is currently mapped. Like Supervisor Corl said, they have Route 81 in the wrong place, in the wrong elevation, as well as the fact that they ignored the existence of a significant storm sewer system through the area; that obviously has a dramatic impact on the floodplain elevations.

Councilor Burtis said this expenditure is an addition to the first bill and asked how much the first bill was for.

Bruce Letts replied that he believed that it was about the same amount ...\$4,850?

Councilor Burtis asked if that's what they were doing, to try to get Route 81...

Bruce Letts explained that they were hoping that would be enough. It just kind of brings everything to light, but unfortunately FEMA has to have what FEMA wants.

Councilor Jennings asked if this was in reference to the individual they met with and talked to regarding this matter.

Supervisor Corl told Councilor Jennings that the individual was there.

Councilor Zambrano asked if there were any successful examples that Bruce Letts could give the Board any examples where communities have submitted plans and did they get changed? Has FEMA acknowledged and made the changes?

Bruce Letts replied that in the Town of Manlius they challenged the floodplain there. It took it awhile, but they had to have those maps redrawn and it benefited the sub-division as well as the whole drainage course down the street.

Councilor Zambrano asked how long it took.

Bruce Letts replied that it was a few years ago, but he thought it had taken months and not a year.

Supervisor Corl moved the adoption of a resolution to authorize C&S Engineers to perform additional work relative to the North Branch Pine Grove Brook Flood Analysis, as required by FEMA (at a cost not to exceed \$4,800.00). Motion was seconded by Councilor Burtis.

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

SET PUBLIC HEARING DATE TO APPROVE CONTRACT DRAWINGS FOR SEWER SYSTEM FOR LOPRESTI HOMES CORPORATION (for the Landings at Maple Bay)

Robert Germain explained that it was probably overkill at this point because there was already a public hearing for the zone change and the site plan. But, what happened here was that there was a change in terms of the original system that was anticipated; there would be a private system but the County Health Department thinks it should be a public system. So, in the interest of notifying the public we are going to have a third.

Supervisor Corl moved the adoption of a resolution to set the date for September 11, 2013 beginning at 6:30 p.m. at Cicero Town Hall, 8236 Brewerton Road, Cicero, NY for a public hearing to consider the acquisition of a to be constructed sanitary sewer lateral system and improvements for Lopresti Homes Corp. for the project commonly known as the Landings at Maple Bay as well as the approval of the contract drawings for the Landings at Maple Bay sanitary sewer system revised March 11, 2011.. Motion was seconded by Councilor Jennings.

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

ACCEPT RETIREMENT OF POLICE OFFICER DAVID BUTLER
EFFECTIVE AUGUST 16, 2013

Supervisor Corl moved the adoption of a resolution to accept the retirement of Police Officer David Butler effective August 16, 2013. Motion was seconded by Councilor Zambrano.

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

APPROVAL TO HIRE POLICE OFFICER DAVID BUTLER
EFFECTIVE AUGUST 28, 2013

Supervisor Corl moved the adoption of a resolution to hire Police Officer David Butler part-time, effective August 28, 2013 at a rate of \$27.40/hour. Motion was seconded by Councilor Jennings.

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

RESOLUTION TO SET A TOWN BOARD BUDGET WORKSHOP FOR
SEPTEMBER 11, 2013 AT 5:00 P.M.

Supervisor Corl moved the adoption of a resolution to set the Town Board Budget Workshop for September 11, 2013 at 5:00 p.m. Motion seconded by Councilor Jennings.

Councilor Jennings asked if it was correct that there would be no public input at the workshop.

Supervisor Corl replied that there is "no" public input, but they are welcome to attend. It's an open meeting and they will be in the Court room.

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

PUBLIC INPUT

Ray Schader asked about #11 on the agenda. He said it was kind of confusing to him, a 3 month, temporary full-time job, for \$37,000? Is that \$12,000 a month for 3 months?

Supervisor Corl replied no. That's would be his annual pay rate. They are hiring John Dunham because what they are going to do right now is canvass for Full-Time Deputy Code Enforcement Officers, so his pay rate will actually be broken down to an hourly rate.

A resident said her co-workers son, who normally isn't able to be involved with things because of physical reasons, had an opportunity to participate in the Gus Macker and it was wonderful for him. She promised him that she would ask if we knew how much was raised for the CanTeen. She was just curious to know.

Supervisor Corl told her that he would speak to Jody Rogers and they will get back to her probably in the morning.

Loomis Pardee said they talked about the mess under Route 81. If they go Pardee Road, it's pretty good where the apartments are. Cracker Barrel keeps theirs nice, but on the other side of Clinton's Ditch is a mess. He knows part of the water authority owns part of it, but he doesn't know if it's the Town or the State that owns the rest of it. It really is a disgrace, they have Gander Mountain and two nice hotels in there but you can hardly see them because it's so bad.

Councilor Burtis asked what Mr. Pardee meant by "mess."

Loomis Pardee replied that there were weeds and grass, so you can't see the buildings and that's some of our good commercial area.

Deborah Gardner said since they were going to check into how much the Gus Macker event raised for the CanTeen, could they perhaps give them an estimate of what it costs the Town because she knows that the Town does a little bit of work for them. Also, regarding the documents that are being stored, have they considered scanning those documents?

Supervisor Corl replied yes they have and they will be scanning them. He explained that Tracy Cosilmon was able to obtain a grant for a very large scanner, that's not here yet, but she worked really hard with our Zoning department to obtain that. They just got notification this week and it's over a \$30,000.00 scanner that we will be receiving through the grant. They will store all the documents and as they reconfigure the office, they will get to scanning those in.

Deborah Gardner said that would be a good job for an intern. She also stated that not everybody thinks that traffic lights on Island Road by Believer's Chapel is a good idea. There are people, her husband included and herself, that travel that way all the time at different times of day and she has stood on that corner on Election Day from 7 in the morning until 9 at night, 9 in the morning and then during primetime in the evening and the traffic always seemed to flow carefully, very well through there. So they were a little concerned that with the traffic lights and the two-lanes of traffic going into one that they might see more accidents. She asked about them working to get that useless sign down on Circle Drive and South Bay Road that says "No Turn on Red."

Supervisor Corl advised her that the letter has already gone out to the County and he has gotten a response as to why they are "not" taking that down, and he would get that to her.

Deborah Gardner asked if it was because of liability issues.

Supervisor Corl replied that he didn't believe that it was.

Deborah Gardner added also something else that she had mentioned to him, personally, briefly, a couple of weeks ago is coming from Hogan Drive and trying to turn left on Circle Drive, sometimes you have to sit through 3 or 4 lights. She thinks that Mr. Burdick owns that light, so maybe they can do a little arm twisting in that area and get him to put a turn signal there. They'd be happy with that.

Supervisor Corl said that he thought Mr. Burdick owned the lights not the road.

Deborah Gardner said they need an arrow there so people can turn left.

Ray Schader stated that the “No Turn on Red” sign on South Bay Road is there is because of the left turn arrow going North. He said you don’t know when a guy is going to go left on an arrow – that’s why that’s there.

Bob Smith, Planning Board Chair thanked all the members of the Town Board. With the hiring today of a Deputy Codes Enforcement Officer, he didn’t realize, (and he thinks that most people don’t realize), what a huge impact the Codes Office and Code Enforcement in this community has on the way the community looks. There’s been a lot time on the part of their liaison, Councilor Zambrano and Supervisor Corl and the other board members have worked on this, is there has been a huge effort to improve, modernize and make our Codes Office so much more efficient. Just by seeing how it works behind the scenes, he thinks there have been some tough decisions, some tough times, and some hard times for the board to go through. But, he thinks that they are at the end of the tunnel and from someone that sees the impact of that department on this community – he’d say “Thank You”, because they have put a lot of time and effort into it and it is going to reap a lot of benefits for the community and it does have a big impact.

EXECUTIVE SESSION

Supervisor Corl made a motion to enter into Executive Session to discuss issues relative to Public Employee Collective Bargaining negotiations pursuant to Public Officers Section 105 and employment history of a particular employee/employees and pending litigation. Motion was seconded by Councilor Zambrano.

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

Supervisor Corl invited Chris Woznica to join them and then also, Jody Rogers, who was also there, to go in after.

The meeting adjourned into Executive Session at 7:38 p.m.

Councilor Zambrano moved the adoption of a resolution to reconvene at 9:11 p.m.

Motion was seconded by Councilor Burtis.

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

ADJOURNMENT

Motion was made by Councilor Zambrano 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 9:11 p.m.

Tracy M. Cosilmon
Town Clerk