

The Town of Cicero Zoning Board of Appeals held a meeting on **Monday, February 7, 2011** at **7:00 p.m.** in the Town Hall at 8236 Brewerton Road, Cicero, New York 13039.

Board Members Present:            John Winters, Chairman  
   Mark Rabbia  
   Gary Natali  
   Gary Palladino  
   Don Snyder

Others Present:                        Wayne Dean, Director of Planning & Development  
   Terry Kirwan, Esquire, Kirwan Law Firm, P.C.  
   Jessica Zambrano, Town Board Liaison  
   Tonia Mosley, Acting Clerk

Absent:                                    Nancy Morgan, ZBA Clerk

Chairman Winters called the meeting to order asking for the following roll call by the acting clerk:

Mr. Rabbia:                                Here  
Mr. Natali:                                 Here  
Mr. Palladino:                             Here  
Mr. Snyder:                                Here  
Mr. Winters:                               Here

Mr. Winters pointed out the two fire exits in the rear of the building and asked those present to silence their cell phones/pagers and join the Board in the Pledge of Allegiance.

**APPROVAL OF THE DECEMBER 6, 2010 ZBA MINUTES**

**Mr. Palladino made a motion** to approve the ZBA minutes from December 6, 2010. **Mr. Natali seconded the motion.** The motion was **approved** with the following vote:

Mr. Rabbia:                                Yes to the motion.  
Mr. Natali:                                 Yes to the motion.

Mr. Palladino: Yes to the motion.  
Mr. Snyder: Yes  
Mr. Winters: Yes

Mr. Winters stated the Cicero Town Board recognizes the importance of full public participation at all meetings. Anyone wishing to speak will be heard. Please use the microphone in the front of the room. **I make a motion** that all actions taken tonight are a Type II Action under the New York State Environmental Quality Review Act with negative impact unless otherwise noted. **Mr. Rabbia seconded the motion.** The motion was **approved** with the following vote:

Mr. Rabbia: Yes to the motion.  
Mr. Natali: Yes to the motion.  
Mr. Palladino: Yes to the motion.  
Mr. Snyder: Yes  
Mr. Winters: Yes

Verification of all postings was done.

**AREA VARIANCE, JAMES BUSHEY, 8894 MAPLE DRIVE  
TO CONSTRUCT AN ADDITION ON A NON-CONFORMING LOT  
THE LOT IS 48 FEET WIDE WHERE 75 FEET IS REQUIRED.  
THE EXISTING SIDE SETBACK IS 3 FEET WHERE 6 FEET IS REQUIRED.**

Representative: James Bushey

Mr. Bushey stated that he would like to add a garage off the rear of the structure, what you would call the front yard on the road side. I would also add a second floor bedroom off the back portion of the structure. This is a seasonal residence on Oneida Lake that my family has owned for roughly 70 years. I would use the garage primarily for boat, jet skis and trailer storage. The additional bedroom would be for my children.

Mr. Winters asked Mr. Dean for the ordinance we would be looking at here.

Mr. Dean responded the setback ordinance which is Section 210-16B, the bulk regulations. The

property is zoned R-10 which requires a 75' wide lot where this lot is 48' wide. There is also a setback issue because the existing house is 3' from the property line where an R-10 zone requires 6'.

Mr. Rabbia asked how far the new garage would be off of the west property line. Is this a surveyor's drawing?

Mr. Bushey noted what was shown on his drawing. The existing building is three but I am going to put an offset on that and bring it back to five. I did the drawing. I worked as an engineer for a lot of years.

Mr. Palladino: Is there a reason that you have the west side of the garage five feet off the property line, not six feet which is really the minimum requirement for one side?

Mr. Bushey: It is more of a modular thing. The existing building is 20' wide. By adding 8' more onto the other side you get 26'. If it becomes an issue I can narrow it to 25'. It is just not a modular dimension.

Mr. Palladino: If not that, is there a reason why you can't push that entire structure one foot to the east? Looking at your drawing the porch that you have is 13' off of the property line. Your new addition/garage is 14'. You have a one foot setback to the west, where as if you move the entire structure one foot you would have a straight line with your deck. You would also meet the minimum requirement of six feet on the one side.

Mr. Rabbia agreed.

Mr. Bushey stated I could do that. It means that I would probably end up with a 29' wide building, so that I could keep a straight building line.

Mr. Palladino: There is really not a lot we can do to the pre-existing. But, this is new construction that you are adding on. We would like to see it at least comply with the new codes that are in affect now.

Mr. Bushey: If that is what the Board wishes, I can do that.

Mr. Rabbia: You have the space. I would really like to see you come six feet off the west property line. From that perspective, I am satisfied.

Mr. Bushey: I might just narrow the garage to 25' 2" possibly.

Colleen Poole had some questions noting she owned the property on the left side. I own three feet off his drip edge. Basically, my property line goes to his drip edge. I have plans in the future to tear down the existing camp and possibly build a home. I want to make sure that what he does today will not hinder what is done in the future. I did some research last year when I asked about building on my property. I know that you have to be six feet in on one side and nine feet in on the other. I want to be sure this will not interrupt me down the road from building.

Mr. Palladino: Do you have the same lot width?

Ms. Poole responded yes.

Mr. Palladino: You would have to get a variance for the width. But depending on the actual size of the building that you are going to construct, you should not have a problem. As long as you are six feet off one side and nine feet off the other you are fine.

Mr. Rabbia: We moved him off of the west property line one more foot, so he is six feet off your adjoining property line. There is nothing we can do about his existing building being three feet off the property line. It is a pre-existing condition. That will stay. We would make a motion to approve that since it is already there. But as far as the new construction of the garage, it will be away from the line another foot to fall within the code regulations.

Ms. Poole noted other questions. He obviously needs to get a building permit. Building permits last for one year correct, to get a certificate of occupancy? So you get a permit and within one year it has to be completed for a certificate of occupancy, correct?

Mr. Dean noted that is not correct. It can be renewed. You can renew your building permit if you are continuing construction. You can renew it and continue construction.

Ms. Poole: So there isn't a time limit when it has to be completed?

Mr. Dean: Correct.

Mr. Palladino: Are you concerned that he might not finish?

Ms. Poole: No. My parents have owned the property since I was seven and I bought it four years ago when my father passed away. I have known Mr. Bushey since I was seven and he does a lot of work. A two car garage is a big structure. It's a bedroom. These houses were built in the 1940s and we are on top of one another. I just want to make sure that if I build a new home someday that his project will be completed. I would complete mine.

Mr. Winters opened the public hearing at 7:15 p.m. He asked if there was anyone here to speak in favor of the project. The previous owner of Ms. Poole's property noted that she was in favor of the project. Mr. Winters asked if there was anyone here to speak against the project. There was no response. The Chairman closed the public hearing at 7:16 p.m.

Mr. Rabbia asked if the existing building stays. You aren't going to knock it down?

Mr. Bushey responded no. I am just going to remove part of that back section.

**Mr. Palladino made a motion** to approve James Bushey's application for an area variance. This will require two variances. One is for a minimum side setback on an existing building which has three feet now and the minimum setback is six feet. So we are requesting a three foot variance on an existing building. The second area variance is for the lot width. His lot width is approximately 48' where 75' is required. So we are requesting a variance of 27'. Mr. Bushey has agreed to modify the drawings he has submitted to the Board where he will either make the new addition, the garage a little smaller so that it is 25' or move the whole structure to the east one foot. The objective here is to gain one additional foot from his drive to get a minimum of six feet on one side so that the new structure will be in total compliance.

Prior to making this recommendation I considered the five factors that we must look at:

1. Will an undesirable change be produced in the character of the neighborhood or a

detriment to nearby properties created? The structure is large in size but I see no undesirable change. The adjoining neighbor to the west which would be impacted the most is in favor of it.

2. Can the benefit sought by the applicant be achieved by some other method feasible for the applicant to pursue other than an area variance? We are addressing two existing variances, two existing conditions. My answer is no.
3. Is the area variance substantial? No, given the total lot coverage I don't believe that the area variance is substantial.
4. Will the proposed variance have an adverse effect or impact on the physical or environmental conditions of the neighborhood or district? No, I don't see where this would have any effect on drainage or any conditions such as that.
5. Was the difficulty self-created? No, they were not.

Mr. Winters noted that the Onondaga County Planning Board saw no adverse effects for this project.

**Mr. Rabbia seconded the motion.** The motion was **approved** with the following vote:

Mr. Rabbia:	Yes to the motion.
Mr. Natali:	Yes to the motion.
Mr. Palladino:	Yes to the motion.
Mr. Snyder:	Yes
Mr. Winters:	Yes

**AREA VARIANCE, WILLIAM WHITTAKER, 5500 BARTEL ROAD  
TO CONSTRUCT A SIGN AT AN AUTOMOBILE SALES LOT  
WITHIN THE REQUIRED 20 FEET SETBACK REQUIRED BY THE TOWN CODE**

Representative: William Whittaker

Mr. Whittaker noted he was here to request a variance for a sign for his auto dealership. We were approved for the actual signage at the Planning Board level although the placement of the sign would require a variance.

When we set the car lot up I agreed to have a 20' wide right-of-way to the lot for the existing ATM. The 20' required setback puts that sign right in the middle of that right-of-way. If I push the sign back behind the right-of-way, it puts it in the middle of the property which creates a hardship. So, I am proposing to put the sign in line with the existing signs on the property. There is a large plaza sign there and Burger King has a sign there. It would be six feet from the property line which is the edge of pavement on your drawing. Again, that would line this sign up with the center line of the existing signs on that road.

Mr. Winters: The sign there now, is that where you are proposing to put your sign?

Mr. Whittaker responded yes. It is temporary and back a little bit. That is where I am proposing to put the sign. It is in line with the other signage on the property.

Mr. Natali: Is that where the sign was when you starting renting the property?

Mr. Whittaker: No, I put the sign up by applying for a temporary sign permit. Obviously, if we have to move it we will move it.

Mr. Natali: The Planning Board questioned where you were going to put it.

Mr. Whittaker: At the time I did not realize that it would put the sign right in the middle of the right-of-way. I did not have time to calculate the distance when I was at that meeting. I assumed that it would be to the north of the drive---which in fact it is not.

Mr. Natali: The Planning Board originally recommended that you make it within the 20' or go for a variance.

Mr. Whittaker: Correct.

Mr. Natali: So, when did you move the sign closer to the roadway? That is not where the sign was originally right?

Mr. Whittaker: There was no sign originally. I applied for a sign to be put up during the scope

of the site plan approval. If we go by the minimum 20' setback from the property line which is the edge of the pavement on your drawing, it falls within that 24' drive that I had agreed at the Planning Board meeting to keep open.

When the boat company was there, their sign would have fallen within the 24' drive I had agreed to keep open. They had a right-of-way at the front of the property. When I applied for my site plan, I wanted the cars to be closer to the road, and was allowed to do that to the edge of the pavement. The Planning Board and I agreed to keep the 24' drive open to co-exist with the existing ATM.

More discussion occurred regarding the location of the edge of pavement, the original right-of-way, etc.

Mr. Winters: The existing sign appears to be in line with the sign for the Plaza.

Mr. Whittaker agreed stating it was right down the center for both of them.

Mr. Winters: Wayne, was that a factor in your denial of this?

Mr. Dean: Yes, just the fact that it does not meet the Code.

Mr. Natali: For the record, we have never made an exception to the 20' rule. When you look at Commercial General the difference between the building line and the property line is 50'. So, they are giving you 20' because they recognize that people want to be closer to the road and being 50' back would really be out of line.

Mr. Rabbia: But if he follows the Code he will be 70' back from the real edge of pavement. That is a long way.

More discussion occurred.

Mr. Palladino discussed SOCPA's response. It says that the site plan revised October 18, 2010 shows the sign located within the 20' front yard setback. The drawing I have here says October 18, 2010 and the sign is 5'-6' off the property line. What were they looking at? What do they

have that I don't have?

Mr. Kirwan: This appears to be six feet off edge of pavement. It doesn't matter. Look at where the existing sign is, which we know does not really exist, but that is six feet back. The County is saying that the applicant is within the 20' designated area, which he is.

Mr. Dean: I disagree with that. He is six feet from the street line. The street line is the front property line.

Mr. Snyder: It says street line not right-of-way. It is confusing.

More discussion occurred.

Mr. Natali: I have been on the Board 15 years. I spoke with Vern Conway who had been on the ZBA for almost 30 years. Neither one of us could ever remember a time when we made an exception to the 20' rule.

Mr. Whittaker: Signs are like that along the entire street. How did that happen?

Mr. Natali: The Planning Board has jurisdiction over original developments. What was done in the past is not an issue. There is a pylon type sign there, a sign with more than one name on it.

Mr. Winters: It is an issue as to the character of the neighborhood.

Mr. Natali: Okay, but I am saying you could help the neighborhood by having the sign back a little further. There is not a lot of competition for signs. The area is wide open. Your business is cars which are visible from the road.

Mr. Whittaker: It is not that easy because we are in the Plaza. We don't have a stand alone building, so people don't really know where to go. It has been an issue.

Mr. Natali: I would be in favor of you putting a bigger sign where your office is because it sits back far.

Mr. Whittaker: If I put it back 20' it would be right in the middle of the right-of-way and then I have to change that. Is that what you would like me to do?

The Board responded no.

Mr. Palladino explained that is not true. You have 36'. Your drawing is accurate. You have 36' from the street line to where the light poles are.

Mr. Whittaker: So you want the north pole to be 20' or the center?

The Board responded the north pole.

Mr. Rabbia: You don't have to move it that much. As the sign is laid out it has to move...

Mr. Snyder: 14 feet

Mr. Palladino: One car length.

Mr. Whittaker: So you want it to be off the road further than the existing signs that are there?

Various Board members responded yes.

Mr. Whittaker: Does that make sense? I am not trying to be difficult.

Mr. Winters: Let us reconsider this a little bit. We have a situation where neighboring businesses have signs that are in line. The signs across the road are certainly closer. I have looked at the property and don't see a problem with it. I am not concerned about what took place 20 years ago. I am concerned with the businesses taking place there now. I think that it puts a hardship on Mr. Whittaker to have to move the sign back. It also does not keep with the rest of the signs in the area.

My position would be if we are going to force him to move the sign back, the other signs should be sited unless they received variances. I don't think that we want to go there.

Mr. Rabbia: I don't think that we should look at the other signs. I think that we should follow the spirit of the Code in this case.

More discussion occurred.

Mr. Natali: When you look at #4 of the five factors for consideration—will it have an impact on the physical and/or environmental conditions—the reasoning behind it is they have to widen Bartel Road. Bartel Road should have a turning lane. With the development of the waterfront, it could be a four lane highway. That is why we have such built in setbacks. So, I don't think that it is unreasonable to ask you to move the sign 14'. A 70% variance is a substantial variance. If you want a bigger sign on the back, that would make sense.

Mr. Whittaker: That would be a lot of money for me though.

Mr. Winters: Wayne is it true that if he chooses to move the sign back he does not need a variance?

Mr. Dean: Correct.

Mr. Winters opened the public hearing at 7:45 p.m. He asked if there was anyone here to speak in favor of the project. (There was no response.) Is there anyone to speak against? (There was no response.) The Chairman closed the public hearing at 7:46 p.m.

**Mr. Winters made a motion** to approve the request for a variance. The considerations are:

1. An undesirable change—I don't believe that it will be because it would be consistent with other signs on the same property and consistent with signs on nearby properties.
2. Can the benefit sought by the applicant be achieved by some other method which would be feasible and not require a variance? Yes, certainly. He could move the sign back 14' and not require a variance but in my opinion that would put him at an economic disadvantage with other businesses in the area.
3. Is the requested variance substantial? I don't believe that it is.
4. Will the proposed variance have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district? I see none.
5. Is the alleged difficulty self-created? I guess they all are, so yes.

**Mr. Snyder seconded the motion.** The motion was **disapproved** with the following vote:

Mr. Rabbia: No to the motion. I think that there is a reasonable alternative that I don't think that we explored enough.

Mr. Natali: No to the motion. It is a substantial request. 70% is a substantial request. Obviously it was self-created. He may have pursued a variance prior to signing a lease. And there is defiantly a feasible alternative that is reasonable.

Mr. Palladino: No to the motion. I indicated and drew the sign 20' off the edge of pavement and I drew vectors from the road. You can see way past the existing building that you have an office in. You can actually see that sign. So, coming east or west, moving that sign back will not affect or block anyone traveling down that road.

Mr. Snyder: Yes to the motion.

Mr. Winters: Yes

Mr. Whittaker: Okay. How long do I have until I have to move it?

Mr. Dean: We will work with you. You really can't do much with all of the snow out there. You could wait until the snow clears.

Mr. Whittaker: So, you want it 20' from the edge of the pavement, correct?

Mr. Dean: The parking lot edge of pavement.

Mr. Rabbia: The parking lot or the survey edge of pavement?

Mr. Dean: It looks like they are one in the same.

Mr. Natali: You might want to get together with Wayne on that.

Mr. Rabbia: Based upon the way that you had it laid out, the north pole is going to come south 14'.

**AREA VARIANCE, LEN DIMAGGIO, 7467 WEST MURRAY DRIVE  
DEFERRED FROM DECEMBER 6, 2010  
TO CONSTRUCT A TWO STORY DECK ON A NON-CONFORMING LOT  
THE LOT IS 50 FEET WIDE WHERE 75 FEET IS REQUIRED  
THE EXISTING HOUSE HAS A FRONT SETBACK OF 2.9 FEET WHERE 30 FEET IS REQUIRED  
THE SIDE YARD SETBACK IS A TOTAL OF 12.3 FEET WHERE 15 FEET IS REQUIRED**

Representative: Len DiMaggio

Mr. DiMaggio presented the Board with new surveys.

Mr. Winters asked Mr. Dean if he had seen the new drawings. Mr. Dean responded he had not. The Chairman suggested deferring the hearing until the next meeting because no one had seen the updated surveys.

Mr. Winters: This has been going on for a long time. I have a problem with the way that it is being approached. You need to work with the Zoning Officer and get yourself into compliance.

Mr. DiMaggio: The last time I was here you wanted me to do these surveys.

Mr. Winters: But you have to go through the Zoning Officer. He has to look at the property and pass judgment on that. We are not qualified to go out.

Mr. DiMaggio: I have taken down the deck. Isn't this what you wanted? What about me? I have paid money for surveys and lawyers. Do you think that I want this? There are other houses around me that are totally out of compliance that no one says anything about.

Mr. Winters: That is not an issue here.

Mr. DiMaggio: It is an issue. What is good for one person should be good for all. I am not a criminal. I have spent enough time on this as well. You change the rules every time I come here.

Mr. Winters: All you are being asked to do is to work with the Town.

Mr. DiMaggio: You wanted a new survey and I did it. I took the deck down.

Mr. Winters: Wayne what do you feel the next step should be in this?

Mr. Dean: My understanding is Mr. DiMaggio was going to tell us what he wanted to do. I told him to get a building permit for the deck so that I could see if what he was going to do was going to meet the Code. If he just cut this off----the way the previous deck was built I just have doubts about the whole thing.

Mr. Natali: I have the motion that I made right here. I made a motion to defer this case until the December 6, 2010 ZBA meeting at which time you will get a professional survey with every corner having a dimension on it, so that we can come up with our percentages of coverage, etc.

You tell us today that you took that down already. We were going to give you a small deck. That is all down?

Mr. DiMaggio: Yes. This has all been removed.

Mr. Natali: So, then you were going to bring the other deck into compliance. You were going to cut that down remember?

Mr. DiMaggio: I did. The deck has been cut down and removed. I went and paid extra to have it done.

Mr. Natali: So it looks like he might have put everything in compliance. He might not need a variance.

Mr. Winters: The Zoning Officer needs to look at that. If Wayne does not know what you have

done he can't look at it.

At this point Mr. DiMaggio became highly upset with the Board and the Zoning Officer accusing them of various wrong doings.

Mr. Snyder: You said that you have done the things that meet the requirements. A review of Wayne going to your property and seeing what you have done is needed. If he can then say in fact what you have done meets the requirements----that is what we need to do.

Mr. DiMaggio: Getting a variance, that is what I was supposed to do. After all this was done, then we were supposed to bring the deck into compliance---which is what I was going to do. This was step one and I did it. We can't do anything to the deck because this is winter. But, I tore everything down.

Mr. Winters: Then that is good. But now it needs to be verified.

Mr. DiMaggio: But you are saying that you are getting fed up with this but what about me? I am getting fed up. I get different things every time I come here.

Mr. Winters: Sir, I did not say that I was fed up with it. I said that this has gone on for a long time.

Mr. DiMaggio: It is selective what goes on, what he allows and I have proof of that. And I am going to bring that to you. I'm putting all this together. I didn't want to do it, I have more important things to do. It is not fair.

Mr. DiMaggio went on to strongly discuss other problems he felt were within the Town.

Mr. Winters: Instead of blustering at the Board, why don't you work with the Zoning Officer?

Mr. DiMaggio: I don't want to work with him. I'll work with someone else.

Mr. Winters: Then there is nothing that we can do for you Sir. At this point I will close the public hearing. (The public hearing was closed at 7:54 p.m.) That starts a 62 day clock.

If you wish we will defer this and put it on the next agenda.

Mr. DiMaggio: Whatever.

Mr. Winters: Or you can withdraw your application now.

Mr. DiMaggio: I am not going to withdraw anything. I have paid too much money to take the decks down. That is what I was supposed to do.

Mr. Winters: Okay. All we are asking at this point is to work with the Zoning Officer so that he can inspect it, so that he can make sure that everything is in compliance, so that we can make an intelligent decision on your application.

Mr. Snyder: Can we arrange for Wayne to take a tour the site with you to see that it is in compliance?

Mr. DiMaggio: I think that he is biased with me.

Mr. Snyder: He is our Town Code Officer. He is the man that has the responsibility and the authority to look at your property and decide whether it is in compliance.

Mr. DiMaggio: I am a Town resident.

Mr. Snyder: I am too.

Mr. Winters: You had an engineer do this correct?

Mr. DiMaggio: Yes.

Mr. Winters: Why don't you ask the engineer to work with the Zoning Officer to make sure that everything is good? That way you don't have to participate.

Mr. DiMaggio: What about taking down the sections for the variance? That is what this was about first and foremost.

Mr. Winters: You need to get that verified by the Zoning Officer.

Mr. Natali had a question for Mr. Kirwan. If he just closes his application, and he has in fact done everything, he is in compliance? So what we want to do is verify that he has done everything Wayne?

Mr. Kirwan: Here is what the application says: to construct a two-story deck on a non-conforming lot. The lot is 50' wide where 75' is required. The existing house has a front setback of 2.9' where 30' is required and a side yard setback total of 12.3' where 15' is required. That is the only application I have.

Mr. Snyder: For the front one it said in the minutes it was a pre-existing condition so we don't have to talk about that. If he in fact has taken the decks down, which is what generated this request and if Wayne sees that they are down---then there is no need for a variance.

Mr. Kirwan: Then apparently he is not constructing a two-story deck.

Mr. Dean: That was the issue. The two-story deck created a covered deck which went into the calculation for coverage, and exceeded that coverage. Now, if he has taken that down and if it falls within the coverage that is what we have to verify.

Mr. Snyder: Didn't you talk about making the lower deck into a patio to make a better situation with your neighbors and the fence and stuff?

Mr. DiMaggio: No, that all came together when I had to take that one section down, which I did. That was a foot off of the property line. It has all been removed properly, all sealed off, nothing hanging over. The upper deck off my bedroom had to be taken to be flush with the house. It's done. Then he says okay, you need a little bit more---we will talk about it next time--do something in good faith. Not only did I do both of those, I took the other one back 1.5' which brought me into compliance. I did it all.

Mr. Winters: Then Wayne just needs to look at it and we might be done here.

Mr. DiMaggio: Okay. I will have my attorney set up an appointment with Wayne where the

three of us can meet, verify it and hopefully we are done.

**Mr. Winters made a motion** to postpone the Len DiMaggio variance until the March meeting and request that Wayne Dean work with them to determine if Mr. DiMaggio is in compliance.

**Mr. Palladino seconded the motion.** The motion was **approved** with the following vote:

Mr. Rabbia:	Yes to the motion.
Mr. Natali:	Yes to the motion.
Mr. Palladino:	Yes to the motion.
Mr. Snyder:	Yes
Mr. Winters:	Yes

**Mr. Winters made a motion** to adjourn. **Mr. Palladino seconded the motion.** The motion was **approved** with the following vote:

Mr. Rabbia:	Yes to the motion.
Mr. Natali:	Yes to the motion.
Mr. Palladino:	Yes to the motion.
Mr. Snyder:	Yes
Mr. Winters:	Yes

IN AS MUCH AS THERE WAS NO FURTHER BUSINESS BEFORE THE BOARD, THE MEETING WAS ADJOURNED AT 8:00 P.M.

Dated: February 20, 2011

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Tonia Mosley, Acting ZBA Clerk