

Please turn off your cell phone

Agenda
Manlius Town Board
February 27, 2019
6:30 PM

1. The Pledge of Allegiance
2. Approval of Minutes – February 13, 2019
3. Approval of Abstract # 4
4. Road Dedication – Midlake Circle
5. Syracuse Signals – 2019 Contract
6. Unsafe building Report on 136 Wilson Dr.
7. Correspondence/New Business
 - a. Highway Superintendent
 - b. Planning & Development
 - c. Attorney
 - d. Town Clerk
 - e. Police Chief
 - f. Town Board
 - g. Supervisor
8. Adjournment

CURTIN LAW FIRM, P.C.

Paul J. Curtin, Jr.

Attorneys at Law
www.curtinlawpc.com

Cynthia M. Curtin *
Of Counsel

Brian T. Sinsabaugh

*Admitted in California Only

February 14, 2019

RECEIVED FEB 15 2019

Timothy Frateschi, Esq.
Baldwin & Sutphen, LLP
100 Clinton Square, Suite 320
126 North Salina Street
Syracuse, New York 13202-1050

Re: Erie Village Homeowners Association, Inc. (Golf Course) – Town of Manlius

Dear Tim:

Enclosed please find a fully executed deed and related documents in connection with the conveyance of a portion of Midlake Circle from the Erie Village Homeowners Association to the Town of Manlius. On behalf of my clients, I would like to thank you and the Town for your kind cooperation in facilitating this transaction and if I can provide any additional information or detail, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,

CURTIN LAW FIRM, P.C.



Paul J. Curtin, Jr.
Email: pcurtin@curtinlawpc.com

PJC/jmm

Enclosure(s)

cc: Jean DeSantis (w/o enc.)
Richard Sparrow (w/o enc.)

WARRANTY DEED WITH LIEN COVENANT

THIS INDENTURE, made the 12th day of FEBRUARY, 2019.

BETWEEN: ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD., a New York corporation with offices located at 5900 North Burdick Street, Suite 110, East Syracuse, New York 13057 ("Grantor"),

AND: THE TOWN OF MANLIUS, a municipal corporation with offices located at 301 Brooklea Dr, Fayetteville, New York 13066 ("Grantee"),

WITNESSETH, that the Grantor, in consideration of One and 00/100 Dollar (\$1.00) and other good and valuable consideration paid by the Grantee, hereby grants and releases unto the Grantee, the heirs or successors and assigns of the Grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Manlius, County of Onondaga and State of New York, being more particularly described on Exhibit "A" attached hereto and made a part hereof and known as Mid-Lake Road Extension.

SUBJECT to any easements and restrictions of record, if any.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever. **AND** the Grantor covenants as follows:

FIRST.-The Grantee shall quietly enjoy the said premises;

SECOND.-The Grantor will forever warrant the title to said premises.

THIS deed is subject to the trust provisions of Section 13 of the Lien Law. The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor has executed this deed the day and year first above written.

In presence of:

ERIE VILLAGE HOMEOWNERS ASSOCIATION,
LTD.

By: Jean Desantis President
JEAN DESANTIS, President

ACKNOWLEDGEMENT

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

On the 12th day of February, 2019, before me, the undersigned, a notary public in and for said State, personally appeared JEAN DESANTIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Paul J. Curtin, Jr.
Notary Public

PAUL J. CURTIN, JR.
Notary Public, State of New York
Qualified in Madison County
No. 02CU4656900
Commission Expires Dec. 31, 2021.

RECORD & RETURN TO:

TRACKING NO.: _____

MidLake Road Extension

All that tract and or parcel of land situate in the Town of Manlius, County of Onondaga and State of New York, said tract and or parcel of land being a portion of Erie Village, Phase 5B according to a map thereof, as recorded in the Onondaga County Clerk's Office on March 12, 1999 as Map# 8770, said tract and or parcel of land also being a portion of Erie Village, Phase 5A, according to a map thereof, as recorded in the Onondaga County Clerk's Office on December 19, 1989 as Map# 7216 and being more particularly described as follows:

Beginning at the intersection of the present westerly line of Midlake Circle with the present edge of an existing roadway, said intersection being the following courses and distances from a point of curvature into Summerhaven Drive South, as measured along said westerly line: 1.)N.39°-22'-50"W., a distance of 40.89 feet to a point 2.)a curve to the left, bearing a radius of 220.0 feet and a length of 85.46 feet 3.)a curve to the right, bearing a radius of 150.0 feet and an arc length of 240.00 feet 3.)a curve to the right, bearing a radius of 360.00 feet and an arc length of 123.77 feet 4.)a curve to the left, bearing a radius of 30.0 feet and an arc length of 52.56 feet 5.)a curve to the right, bearing a radius of 60.0 feet and an arc length of 108.11 feet;

thence, on a curve to the left, bearing a radius of 166.5 feet and an arc length of 135.3 feet to a point of compound curvature;

thence, on a curve to the left, bearing a radius of 71.9 feet and an arc length of 83.3 feet to a point of tangency;

thence, S.41°-35'-37"W., a distance of 83.2 feet to a point;

thence, S.74°-58'-32"W., a distance of 69.8 feet to a point;

thence, S.81°-49'-29"W., a distance of 82.6 feet to a point;

thence, N.04°-41'-04"E., a distance of 133.5 feet to a point;

thence, S.89°-42'-09"E., a distance of 238.1 feet to point of curvature;

thence, on a curve to the right, bearing a radius of 189.2 feet and an arc length of 194.7 feet to a point situate in the before mentioned westerly line of Midlake Circle;

thence, on a curve to the left, bearing a radius of 60.0 feet and an arc length of 22.7 feet to the point and place of beginning.

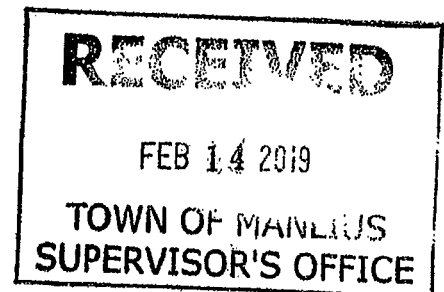
Excepting and reserving from that tract and or parcel of land as described above an area labelled grass area (4660.1 Square Feet), as shown on a survey prepared by Michel J McCully Land Surveying dated September 22, 2018.

The hereinbefore described tract and or parcel of land contains 21838.1 square feet, more or less, and is subject to and together with any and all easements, restrictions and/or rights of way of record.

Syracuse Signal Systems, Inc.
410 Marcellus Street
Syracuse, NY 13204

315-426-8712 office

**TRAFFIC SIGNAL ON-CALL REPAIR
CONTRACT**



FOR THE PERIOD OF:

January 01, 2019 – December 31, 2019

3. CONTRACT PERIOD. The terms of the purchase order issued to Syracuse Signal Systems based on these specifications shall be from January 01, 2019 to December 31, 2019 inclusive.

4. CONTRACT TERMINATION. It shall be the prerogative of (owner) to terminate any purchase order so issued. If performance is not entirely satisfactory. This termination shall be without penalty to the owner. It shall also be the prerogative of Syracuse Signal Systems to terminate the contract without penalty to Syracuse Signal Systems (30) days after the owner receives written receipt of such intent.

5. AVAILABILITY FOR SERVICE. Syracuse Signal Systems shall be available (365) days per year, (24) hours per day, for the emergency repair of the subject equipment to insure continuous operation. The telephone numbers listed at the end of this contract may be used for service requests and all authorized calls for emergency service shall be responded to quickly.

6. MODIFICATION OF OPERATION OF CONTROLLER (when required). Syracuse Signal Systems will check with the proper State, County, and local officials for necessary approvals. The modification will then be performed and if any new equipment is required, material charges will apply.

7. INSURANCE. Contractor's liability insurance certificate is provided per request.

8. INVOICING. At the end of each quarter, basic maintenance invoices will be presented to the owner. All other invoices (modifications or major repair) will present when the work is completed.

9. ROUTINE SERVICE CALLS - Routine service calls for repair shall be made as necessary without additional cost to the owner and shall include basic response, labor, repair, and replacement of components, but shall be limited to three (3) hours labor and/or \$100.00 in material costs. Any repair requiring more than 3 hours of labor and/or \$100.00 in material costs shall be considered a major repair as stipulated in paragraph 11.

10. MAJOR REPAIR. Syracuse Signal Systems, Inc. makes no guarantees of the owner's equipment, and shall not be responsible for major repairs of *said* equipment without additional payment by the owner to Syracuse Signal Systems, Inc. A major repair shall be construed as any repair requiring more than 3 hours of labor and/or \$100.00 in material costs. When any major repair is required, the owner shall be notified as to the extent and cost of the repair. The owner has the option of seeking competitive bids or negotiating a price for repair with Syracuse Signal Systems. Major repairs can be resultant from; but not limited to damage from natural or environmental cause, accidents, construction work (e.g. road milling operations), vandalism, theft, age related wear, obsolescence, or from malfunction of major components, regardless of age.

**SIGNATURES FOR TRAFFIC SIGNAL ON-CALL REPAIR CONTRACT
WITH SYRACUSE SIGNAL SYSTEMS, INC.**

_____ Town of Manlius
Representative

Date _____

_____ Syracuse Signal
Systems, Inc.

Date _____

Service Telephones:

Office: 315-426-8712

Mike McNeill: 315-391-3482

Jaime Strachan: 315-657-6431