

8/2/2018 Town Board Meeting
Agenda Attachments

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
315-638-4264

Agenda Item "B"

August 1, 2018

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: 7982 Collington Point Way Drainage Easement Project

Subj: Construction Drawing Acceptance

Dear Town Board Members:

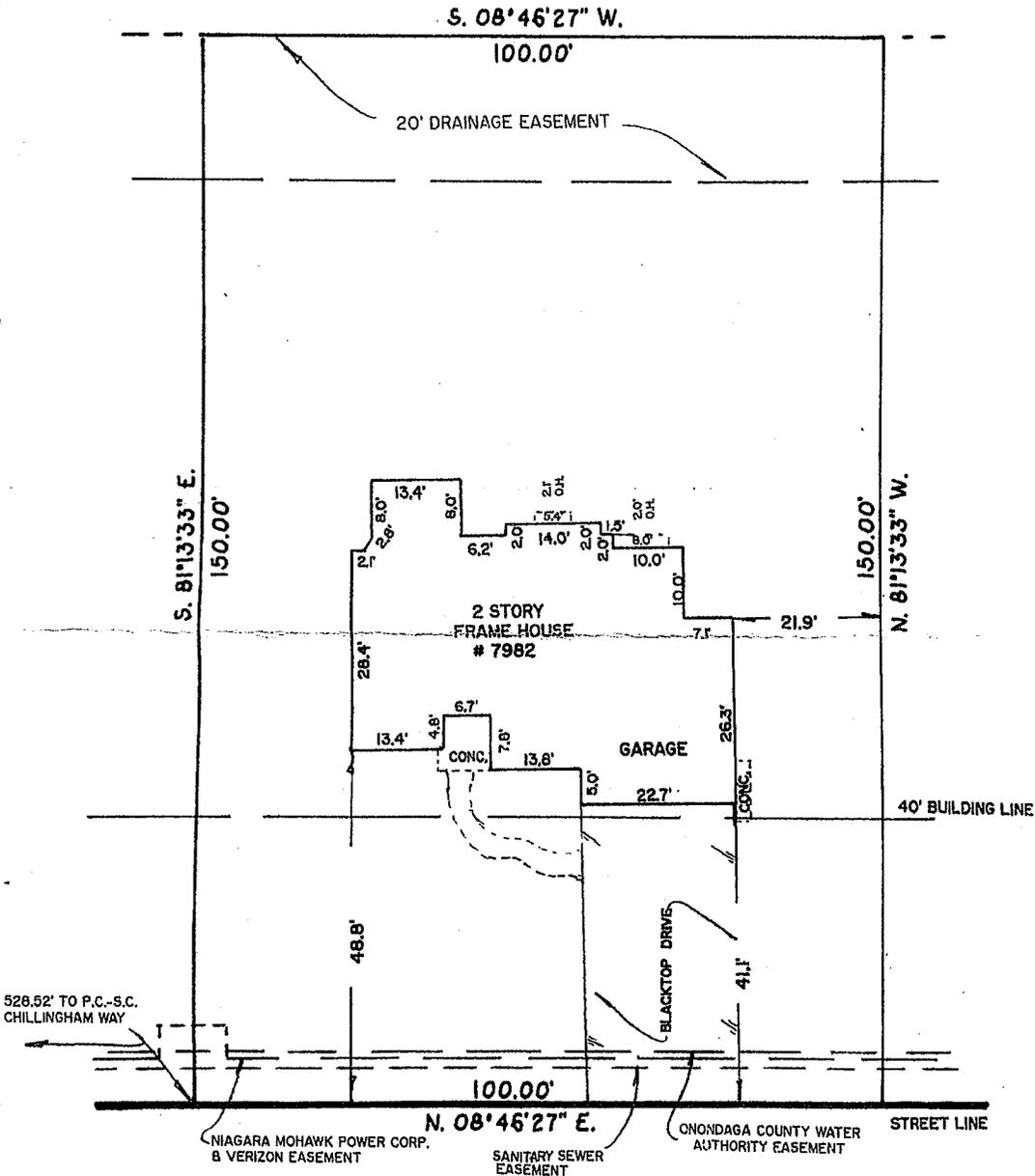
I have completed my review of the proposed 7982 Collington Point Way Drainage Easement Project construction drawings, project number 18038, as prepared by Mastroianni Engineering. At this time I have no further review comments and consider the document acceptable. I would recommend that the Town Attorney prepare a Deed Restriction which will need to be signed by the owner of the property making them responsible for removal and replacement of the proposed closed drainage improvements if it becomes necessary.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

Cc: Joseph A. Mastroianni, P.E.
Mark & Katherine Fitzpatrick, Property Owner



COLLINGTON POINTE WAY

LOCATION SURVEY ON LOT # 6
 OF THE COLLINGTON POINTE TRACT, SECTION # 2
 FILED JUNE 21, 2007 AS MAP # 10677

KNOWN AS NO. 7982 COLLINGTON POINTE WAY
 TOWN OF LYSANDER, COUNTY OF ONONDAGA
 STATE OF NEW YORK

DATE: 7 APRIL 2017
 REVISIONS: 17 - C

SCALE: 1" = 20'

Cert. that Mortgage

Checked by Douglas R. Berro

Manuel S. Stojanovic

HEREBY CERTIFY THAT THIS IS AN
 ACCURATE MAP MADE FROM AN ACTUAL SURVEY.

DOUGLAS R. BERRO, LAND SURVEYOR
 NYSLS 49223

LEHR
 LAND SURVEYORS

LIVERPOOL, NEW YORK
 315-451-3333

ONLY THE ORIGINAL OF THIS SURVEY, MARKED WITH AN ORIGINAL OF THE SURVEYOR'S SEAL, AND SIGNATURE IN RED INK, SHALL BE VALID COPIES.

UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO A SURVEYOR BEARING A LICENSED LAND SURVEYOR'S SEAL IS IN VIOLATION OF SECTION 2207, SUBSECTION 2 OF THE NEW YORK STATE EDUCATION LAW.

CERTIFICATIONS INDICATED HEREON SHALL APPLY ONLY TO THE PERSONS FOR WHOM THIS SURVEY WAS PERFORMED AND ON THEIR BEHALF TO THE TITLE INSURANCE COMPANY, GOVERNING AGENCY AND LENDING INSTITUTION, AND TO THE ASSIGNEES OF THE LENDING INSTITUTIONS, AND/OR SUBSEQUENT OWNERS.

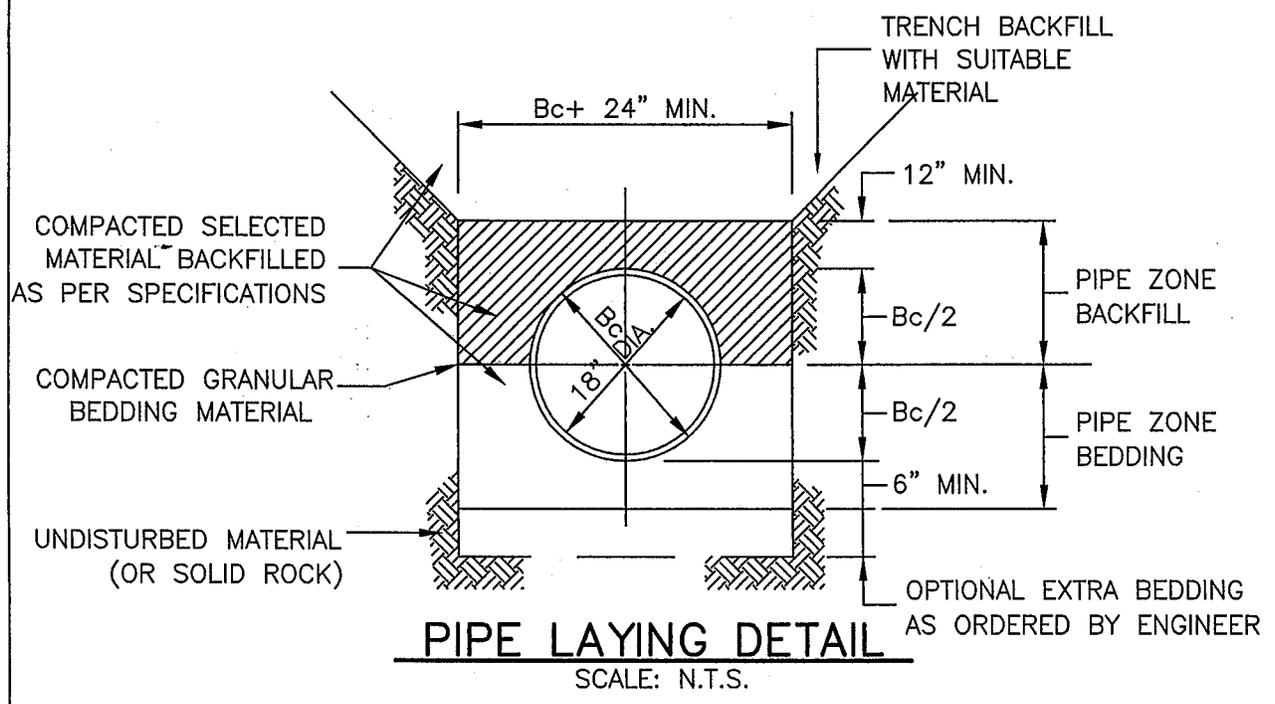
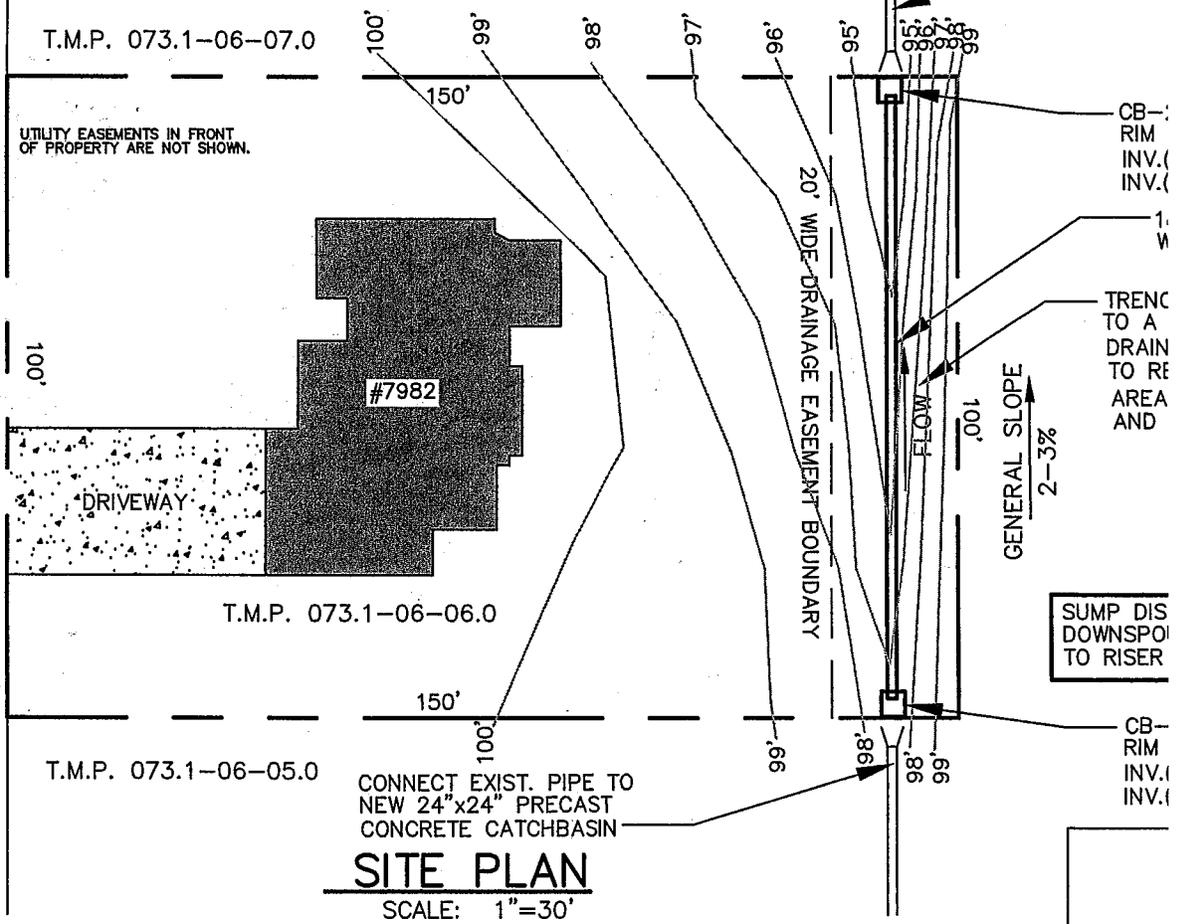
THIS MAP MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT STATEMENT OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEE.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.



COLLINGTON POINTE WAY

CONTRACTOR TO MEET WITH ENGINEER PRIOR TO START OF WORK.



CONNECT EXIST. PIPE TO
 W 24" x 24" PRECAST
 CONCRETE CATCHBASIN

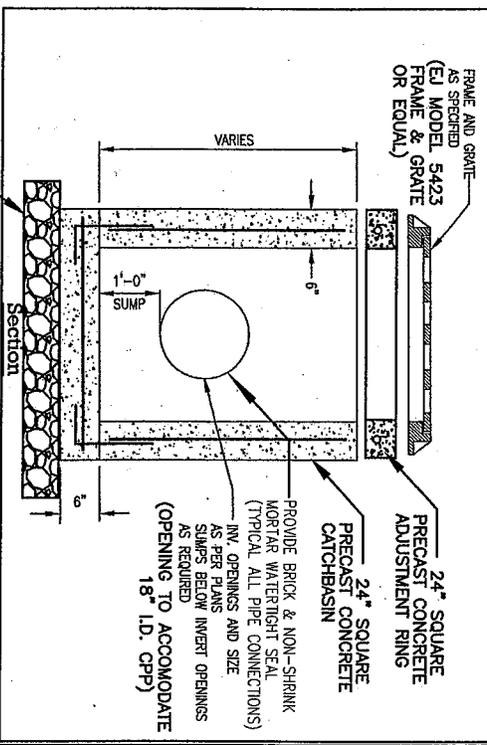
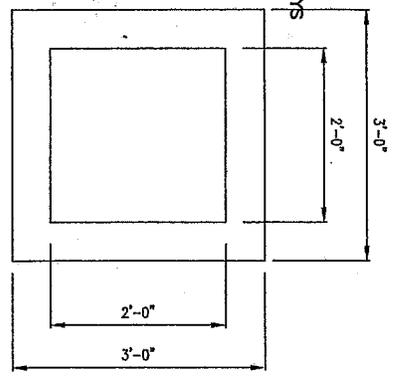
7. 98.00'
 94.15'
 94.15'
 1A. CPP
 100TH INTERIOR

TO BE FILLED
 IT CONNECTING
 EASEMENT BOUNDARY
 PROPERTY LINE.
 THEN BE SEEDED
 CHED

EDGE & ROOF
 TO BE CONNECTED
 SECTION (TYP.)

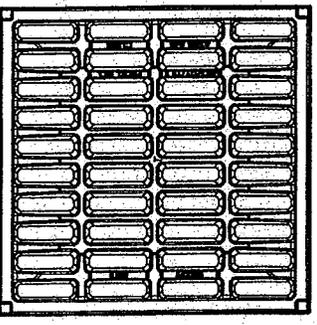
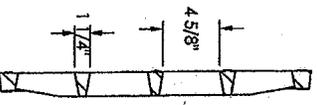
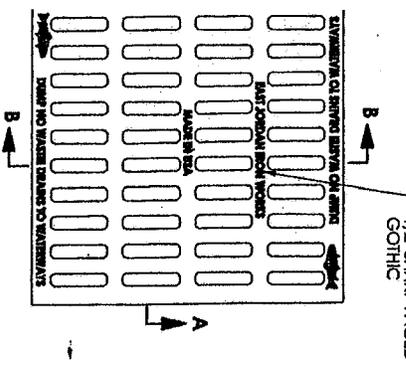
7. 98.50'
 96.45'
 96.45'

CONCRETE TO BE
 MIN. 5000 PSI @ 28 DAYS
 AIR ENTRAINED 5%-8%



24" x 24" CATCHBASIN DETAIL

SCALE: N.T.S.



MASTROMIANI ENGINEERING, PLLC
 100 W. 10TH ST.
 LIVERPOOL, NEW YORK 13088
 (315) 652-2000
 (315) 652-2001 Fax
 (315) 278-0281 Cell

CLIENT DATA

OWNERS:
 MARK & KATHERINE FITZPATRICK
 7782 COLLINGTON POINTE WAY
 BALDWINVILLE, NEW YORK 13027

PROJECT NUMBER: 18036
DRAWN BY: JAM

NO. DATE ISSUE

RELEASED BY: [] **DATE:** 07/18/18

FITZPATRICK PROPERTY
 7982 COLLINGTON POINTE WAY
 BALDWINVILLE, NY

SITE INFORMATION

T.M.P. 073.1-06-06.0
 TOWN OF LYSANDER
 ONONDAGA COUNTY
 NEW YORK

OF NEW YORK

Agenda Item "C"

LOCAL LAW NUMBER 5 OF 2018
AMENDING THE ZONING LAW OF THE
TOWN OF LYSANDER, ONONDAGA COUNTY, NEW YORK

Be it enacted by the Town Board of the Town of Lysander as follows:

Article II - Terminology

Section 320-4 definitions and word usage are amended by adding the following:

Farm Animals

This term includes all farm animals (horses, mules, donkeys, sheep, goats, pigs, cattle, livestock, geese, fowl and poultry, etc.) and wild or dangerous animals.

Article XX - Supplemental Regulations

Section 320-51.1 (new) Farm Animals

No farm animals shall be kept or harbored on land zoned R-10, R-12.5 or R-20. Any person or persons harboring farm animals in all other zones shall keep such animals confined to their property.

Effective Date

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

TOWN OF LYSANDER

OFFICE OF THE SUPERVISOR

8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
Fax: (315) 635-1515

Joseph P. Saraceni
Supervisor
Tel: (315) 638-4264

David J. Rahrle
Comptroller
Tel: (315) 635-1443

August 2, 2018

Agenda Item "D"

To: Town Board
From: David J. Rahrle - Comptroller
Subject: Audit of Court Records for 2017

I have examined the records of the Town Justices for the year ending December 31, 2017. A summary of the procedures that were followed is described below:

1. I reviewed the bank statements for each month of the year for the four Justice Department cash accounts. The deposits and disbursements from the manual cash records for fine and bail activity were traced to the bank statements. This test verified that activity recorded by the town records also agreed with the bank activity, and that all bank activity was recorded in town records. No discrepancies were found between the recorded Town activity and bank activity.
2. I compared the total bank deposits for fines per the bank statements to the fines collected per the State Comptroller's reports. All fines reported to the State Comptroller were deposited and a corresponding check was written to remit the total amount to the Town. The reports to the Justice Court Fund are due by the 10th of the month. No exceptions found.
3. I selected 48 dockets to be tested. The amounts charged for fines or bail per the docket agreed to the receipt, were deposited and agreed to the amounts recorded on the State report or bail activity report. Deposits should be deposited within three business days of receipt. No exceptions found.
4. The accountability report should be completed monthly and signed by the Town Justice. This report should be part of the month end reconciliation. The report was completed monthly and agreed with the bank reconciliations. No exceptions found.
5. A review of the receipt books was conducted. All receipts should be used in the proper order, any receipt not issued should be marked "VOIDED". All

receipts were accounted for and the total receipts tied out to the total deposits for the year.

6. I reviewed the reconciled cash balances at December 31, 2017 and compared them to the required balances (see (A) below). The results are below.

	<u>Justice Bryant</u>		<u>Justice Mantione</u>	
	<u>Fine</u>	<u>Bail</u>	<u>Fine</u>	<u>Bail</u>
Balance per statement	\$2,191.00	\$3,426.00	\$5,136.00	\$8,101.00
Balance per books	<u>2,190.00</u>	<u>3,425.00</u>	<u>5,135.00</u>	<u>8,100.00</u>
Excess Funds	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

Notes:

- (A) The excess funds difference in each of the accounts represents the amount necessary to keep the account open.

Copy to Justice Bryant
Justice Mantione
P. Maguire
J. Herrera

Date: 07/25/2018
Time: 9:36:24AM

General Ledger

User: DRAHRL
Page: 1

TOWN OF LYSANDER

For Period From 01/01/2018 To 07/31/2018

ACCOUNT NUMBER	DESCRIPTION				BALANCE	
TRANSACTION	BATCH	POST PERIOD	DATE	DESCRIPTION	DEBIT CREDIT	
DB-02680-000				Insurance Recovery	**PREV BALANCE	
CR 00003421-001	9314	2/2018	02/15/2018	AGCS Insurance		3,926.42
					**PERIOD 2/2018 TOTAL	-3,926.42
CR 00003447-001	9357	3/2018	03/06/2018	AGCS Insurance		3,991.54
CR 00003448-001	9357	3/2018	03/06/2018	AGCS Insurance		8,411.00
					**PERIOD 3/2018 TOTAL	-12,402.54
					***END BALANCE	-16,328.96
				Report Totals		16,328.96

Agenda Item "F"

THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK

GERALD K. GEIST
Executive Director

KIMBERLY A. SPLAIN
Deputy Director



150 State Street
Albany, NY 12207

Telephone
Area Code 518 - 465-7933
Fax # 518 - 465-0724

LORI A. MITHEN-DeMASI
Counsel

SARAH B. BRANCATELLA
Associate Counsel

KATHLEEN N. HODGDON
Associate Counsel

Dear Supervisor Saraceni,

The Association of Towns is conducting a survey on your electricity and natural gas contracts.

As you may recall, several years ago, the Association started a municipal energy program that provided municipalities with leveraged buying power, lower utility costs and budget certainties. Since your town has purchased energy via contract in the past, the Association, through our new energy consultant, would like to keep you informed of the most recent energy trends in the market.

The New York Municipal Energy Program, sponsored by both the Association and the New York Conference of Mayors, offers municipal energy savings and Community Choice Aggregation (CCA). Through CCA, an innovative program approved by the Public Service Commission, your residents can now benefit from the energy choices your town makes, as the savings are passed on to the community.

We believe that the New York Municipal Energy Program is an innovative game-changer in utility purchasing for both municipalities and their residents. If you would like to receive more information, please complete and return the short questionnaire below, along with the signed authorization form enclosed with this letter. We look forward to speaking to you about the program. Please email or fax the completed questionnaire to nymep@goodenergy.com or fax number (866) 275-3083. If you would like to speak to someone directly about the program, please call (518) 514-2798.

Regards,

Gerry Geist
Executive Director

QUESTIONNAIRE:

Natural Gas Contract expiration date: _____

Electricity Contract expiration date: _____

Current natural gas supplier: _____

Current electricity supplier: _____

Current Price for electricity _____ and/or natural gas _____

Are you interested to learn more about Community Choice Aggregation? (Yes ___ / No ___)

Town Contact Person: _____

Contact Email: _____

Contact Telephone: _____



NYMEP
NEW YORK MUNICIPAL ENERGY PROGRAM



To Whom It May Concern:

Please be advised that _____ ("Municipality") hereby appoints NYMEP/Good Energy, L.P. as its **exclusive** agent with authority to act on Municipality's behalf in regards to the following functions including, but not limited to:

- Secure information for commodity pricing, tariff and/or tariff rate contracts, rate comparisons, notices of tariff changes, billing/cost information, load data, interval load data, and credit information.
- Deal with Energy Services Company ("ESCO"), Utilities and others in issues relating to Agreements, Assignments and other related issues.

This authorization agreement does NOT extend the right for NYMEP/Good Energy, L.P. to sign or execute any commodity contract without the express written consent of Municipality.

Information is to be provided as requested by NYMEP/Good Energy, L.P. via written or electronic format to the following address:

NYMEP/Good Energy, L.P.
232 Madison Avenue, Third Floor
New York, NY 10016
Phone: 212-792-0222
Fax: 866-275-3083
Email: edwardcarey@goodenergy.com

Handwritten signature/initials

Municipality would like NYMEP/Good Energy, L.P. to obtain bids exclusively on Municipality's behalf from all certified ESCOs and all Retail Natural Gas ESCOs supplying electricity and natural gas in New York State.

Municipality hereby authorizes NYMEP/Good Energy to act as Municipality's agent for the sole purpose of granting like authorization to third party electric and natural gas suppliers to receive Data directly from the local distribution utility company.

This authorization agreement shall be effective from the date written below and shall remain in full force and effect until terminated by Municipality or NYMEP/Good Energy, L.P. upon thirty (30) days prior written notice. Notice information for said parties is set forth below:

Municipality Account: _____
 Billing Address: _____
 Current ESCO and Expiration Date: _____
 Utility: _____
 Municipal Contact Person: _____
 Email: _____ Phone: _____

The above information should be provided to Good Energy, L.P. for the following accounts: Additional sheet attached

Account #: _____ Account #: _____
 Account #: _____ Account #: _____

This authorization is effective as of the date of the signature below and remains an open authorization until rescinded.

Name: _____ Title: _____
 Signature: _____ Date: _____



Agenda Item "G"

AGREEMENT made this _____ day of _____, 2018, by and between the Town of LYSANDER PARKS AND RECREATION DEPARTMENT, 8220 Loop Rd., Baldwinsville, New York (hereinafter referred to as the "Town"), and BALDWINSVILLE POP WARNER FOOTBALL ASSOCIATION, Baldwinsville, New York (hereinafter referred to as "Pop Warner").

WITNESETH:

1. In consideration for Pop Warner's construction of the football field located in the Lysander Town Park, the Town agreed for the years 1985 through 1996, to permit Pop Warner priority to use said football field, without charge for Pop Warner home football games on Saturdays and Sundays during September, October and November of each year. By this agreement, Pop Warner is granted an extension of the original contract through and including 2018 – subject to the execution of an annual agreement, and substantial compliance by Pop Warner with the terms of each annual agreement. This agreement allows use of the Football Field by Pop Warner 3 days per week (as specified) for games during the months of September and October. Any practices or games in November must be scheduled with the Parks and Recreation office and will be subject to staffing fees based on park hours. In 2018 there will be a seasonal field use fee of \$150 (field 1) and \$120 (field 2) for game days. The fee will be as per the fee schedule approved by the Lysander Town Board. Pop Warner understands that except for Pop Warner games and practices as scheduled, the football field shall be open to the public as a part of and in accordance with the rules and regulations of the Lysander Town Park. Furthermore, the Town reserves the right to utilize the said football field at any time during the Pop Warner Football season, in the event an unanticipated need arises. Any change in field use will be scheduled in advance of the season. This agreement may be renewed with the consent of both parties.
2. Both parties understand and agree that the Scoreboard installed in 1999 is owned by Pop Warner and may be removed if and when Pop Warner no longer utilizes the Town of Lysander Field.
3. Furthermore both parties agree to the following operational policies.
4. This agreement shall be in effect for the calendar year 2018.

THE TOWN OF LYSANDER AGREES TO:

1. Provide use of the football field and the other designated areas for Pop Warner Football games and practices as designated.
2. Mow the playing fields.
3. Provide a park employee to be on duty during all scheduled usage.
5. Provide a second employee for Saturday & Sunday evenings (*if a multiple game day*) with expenses to be paid by Pop Warner Football.
5. Provide a parking space in the parking lot for both the first aid person and the concession person.
6. Use the attached checklist as a means of verifying park condition after Pop Warner use.

THE BALDWINVILLE POP WARNER FOOTBALL ORGANIZATION AGREES TO:

1. Utilize the designated areas on the attached map for football practice and games.
2. Games are authorized for Friday nights, Saturday and Sunday. Practices are authorized for Monday – Thursday evenings. Any hours beyond what would be our typical closing time will be charged at the overtime rate listed under number 18.
3. Abide by all park rules (as attached) with the No Alcoholic Beverages & No Smoking rules being stressed. Should there be a problem that cannot be resolved, all games will be stopped until the situation is taken care of. (All visiting teams should be informed of the rules).
4. Provide a game schedule as soon as possible so park personnel can make arrangements to staff the park. If any changes need to be made or additional time is requested, it must be cleared by the Director so as not to conflict with any other activities at the park.

Note: No games are to be scheduled to start after 6:30 p.m.

Effective 8/1/18 the Park hours will be 9:00 - 4:30 p.m. (Monday - Sunday) and after November 1st, the park will not be staffed on weekends. It is important to pre-arrange staffing for evenings and weekends based on the above dates if a game, practice or equipment return is to be scheduled.

5. Provide at Pop Warner's cost, one porta-john during the season, with the location of placing to be determined by the Lysander park staff. Notify the park staff of delivery and pick-up dates, as well as scheduled cleaning day.
6. Understand that all football players, coaches & referees (with cleats) use the porta-john. Public restrooms will be available for parents/park participants until 15 minutes prior to closing time. Periodic checking by Pop Warner Staff along with park staff is necessary to ensure safe, clean conditions.
7. Provide at least one person to assist participants in parking cars during busy game days. This will be determined after schedule is received. (The attendant should be at least 16 Years of age.)
8. The walkway leading to the field CANNOT be used as a highway. The person operating the concession stand will be allowed to drive up and unload supplies and then take car back to the parking lot (Please stop & inform staff). All other cars will be banned from the walkway (for emergency vehicle access and safety.) ***No cars are allowed behind storage building/announcer's booth.***
9. Provide at Pop Warner's cost a dumpster large enough for its trash and make arrangements for it's dumping. Location for the dumpster will be determined by the park staff. Will notify park staff of delivery and pick-up dates as well as scheduled day for dumping.
10. Provide a concession stand and agree to pick up trash on the grounds generated by the sales at the stand and by spectators, placing in appropriate receptacles. These receptacles must be emptied daily. Understand that **No** gum or small wrapper type candy should be sold on the premises. Also understand that **No** styrofoam cups should be used at the stand.
11. Operate a "Pop Shop" if desired on Park grounds. Location and housing to be approved by Park Director.
12. Provide a person who will remain on the park grounds as long as any participant is present.
13. Use the attached checklist as a means of verifying park condition after Pop Warner use.
14. NO FOOTBALL practice will be allowed on the infield of the softball field.

15. Understand that on cold and/or rainy nights, the park closes early and coaches should make every attempt to vacate the park as soon as possible.
16. Maintain an Equipment Insurance Policy and a policy of Public Liability Insurance including contractual liability insurance, with a combined single limit of liability for property damage and bodily injury/death not less than \$1,000,000; the Town of Lysander shall be named as an additional insured on the Baldwinsville Pop Warner liability policy of insurance and a certificate of insurance shall be provided to the Town, Pop Warner agrees to supply a copy of the actual insurance policy on request.

The Public Liability insurance to be provided by Baldwinsville Pop Warner for the Town under this paragraph 16 shall be primary to any other insurance the Town may have, for claims arising directly or indirectly out of Pop Warner's use of the Lysander Town Park.
17. Assume responsibility for the cost of lighting, electricity, bulb replacement and any necessary repairs to the football field.
18. Provide a security deposit of \$200.00 to the Town of Lysander at least one week prior to the start of the season. This will cover minor damage, overtime cost at **\$13.00*** per hour for any hours beyond regular park hours and excessive clean up. All unused monies will be returned at completion of season. Baldwinsville Pop Warner leadership will be notified of all problems that result in use of security deposit funds.
20. Notify the parks & recreation office if a game is cancelled. Coach must be present to notify participants who may not have heard cancellation.
21. Understand that any and all work to be done on the park premises must be approved by the Director BEFORE the work is to start. As well, the director is to be notified when the work will be done.
22. Indemnify, defend and hold harmless the Town of Lysander, its officers, agents or employees', to the fullest extent permitted by law, from and against any and all claims, actions, claims of property damage, bodily injury or death resulting there from to any person arising directly or indirectly out of any of the uses of the Lysander Park by Baldwinsville Pop Warner contemplated by this agreement.
23. Understand that any breach of the agreement may result in one-week expulsion from the park and could possibly result in suspension of all park privileges.
24. Understand that all attachments are part of the agreement.
25. Dogs will be permitted, but must remain on a leash at all times and owner must clean up after the dog. If this is an issue we will ask the dog and owner to leave the grounds.

BALDWINSVILLE POP WARNER FOOTBALL ASSOCIATION

By: _____
PRESIDENT
TOWN OF LYSANDER

By: _____
SUPERVISOR

*May change proportionally as wages increase.



Agenda Item "H"

JOANNE M. MAHONEY
County Executive

DEPARTMENT OF FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES
John H. Mulroy Civic Center, 15th Floor
421 Montgomery Street
Syracuse, New York 13202-2989
(315) 435-2426 Fax: (315) 435-2421

STEVEN P. MORGAN
Chief Fiscal Officer

DONALD WEBER
Director of Real Property

July 17, 2018

Nancy Mott
8220 Loop Road
Baldwinsville, NY 13027

Re: Hamer Enterprises Internet Processing Professional Services Agreement and Bank Account information for accepting online payments - Please return by AUGUST 17, 2018.

You previously expressed interest in accepting online tax payments via the eTax System. Enclosed is a copy of the Hamer Enterprises Internet Processing Professional Services Agreement and the bank account information required for accepting these online payments.

Please complete & return the Internet Processing Professional Services Agreement and Bank Account information to me by August 17, 2018 and I will forward this information to Hamer Enterprises. If you have any questions please don't hesitate to contact me at 315-435-2853 or by email at marybethtogni@ongov.net

Thank you.

A handwritten signature in cursive script that reads "Mary Beth Togni".

Mary Beth Togni
Assistant Director, Real Property Tax
Onondaga County

Hamer Enterprises®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

HECORP, INC DBA HAMER ENTERPRISES (HE) whose principal office is located at 4200-A N. Bicentennial Drive, McAllen, Texas, 78504 and **Town of Lysander, (CLIENT)** at 8220 Loop Road, Baldwinsville, NY 13027, a recipient of HE Internet Processing Professional Services agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for Internet Processing Professional Services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. AGREEMENT:

The agreement consists of this document.

2. PROFESSIONAL SERVICES DESCRIPTION:

HE will provide their EZ-NETPAY® Internet Payment Services to CLIENT for collections specific to the CLIENT:

- A. Access to the EZ-NETPAY® eCommerce Gateway via an Internet backbone connection provided by the CLIENT
- B. All maintenance and support of the EZ-NETPAY® eCommerce Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES
- C. Training staff on the operation of EZ-NETPAY® services
- D. Standard reports predicated on existing EZ-NETPAY® eCommerce Gateway fields, those fields include but not limited to transaction date, transaction id and unique batch number and settlement information

3. CONSIDERATION:

While the CLIENT will not be responsible for any cash consideration to HE for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay HE and HE will be responsible for collecting a service fee that is clearly defined to the CLIENT's customers by HE prior to using the SERVICES on a transaction basis. Because banks and credit card processing firms costs and fee structures to HE routinely change, HE's current service fee schedule is subject to change at any time and HE will be allowed to modify the fee schedule at HE's discretion under this Agreement. If the CLIENT allows access to the CLIENT's merchant account and CLIENT's customer performs a transaction using the SERVICES that results in a charge back or returned item to HE, HE will reverse the transaction made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back or returned item. Unless specifically stated to the contrary elsewhere within this Agreement, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license of HE products or services during this Agreement or after the termination of this Agreement by either party.

4. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

5. TERMINATION BY THE CLIENT:

CLIENT may terminate this agreement for any or no reason. Any notice required to be given by the terms of this Agreement shall be sent by certified mail, postage prepaid or express delivery and addressed to:

HAMER ENTERPRISES
William C Hamer
4200-A N. Bicentennial Drive, McAllen, TX 78504
Phone: (956) 682-3466
Fax: (956) 682-0372

6. CLIENT RESPONSIBILITIES:

The CLIENT will provide a designated financial institution as its depository required to make deposits electronically. The CLIENT shall comply with Federal and State regulations regarding eCommerce. The CLIENT shall assign Nancy Mott at Town of Lysander to perform as liaison.

7. LIMITATIONS:

HE's sole liability under this Agreement shall be for providing the SERVICES. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

8. INSURANCE:

At the request of the CLIENT, HE shall provide proof of comprehensive general liability.

9. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

10. CONFLICT OF INTEREST DISCLOSURE:

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

11. INDEMNIFICATION:

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and
- B. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

12. VENUE:

The venue for this and all associated agreements shall be Hidalgo County, Texas.

13. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue unless sooner terminated or extended as herein provided.

14. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

16. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their authorized signatures as of the latter date below.

HE:
HAMER ENTERPRISES

CLIENT:
Town of Lysander

Authorized Signature

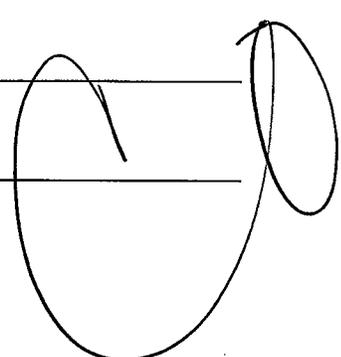
Mr. William C Hamer

Printed

CEO

Title

Date



Authorized Signature

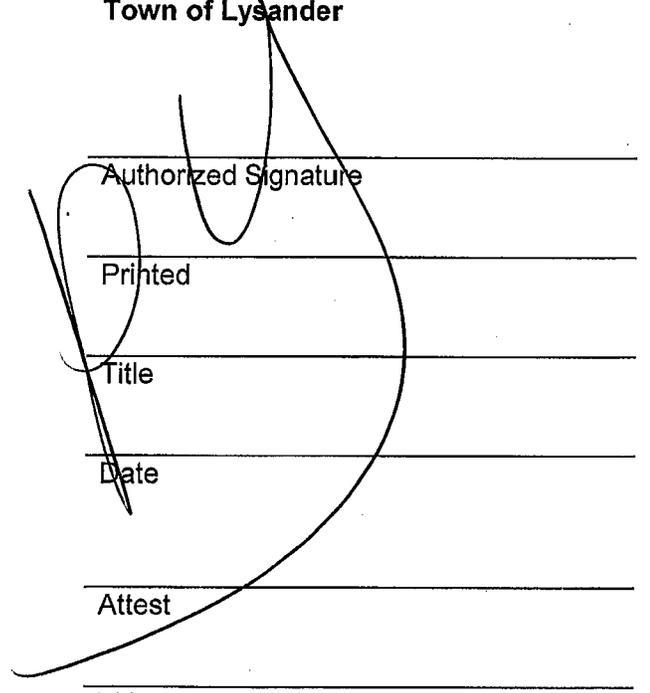
Printed

Title

Date

Attest

Title



TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
315-638-4264

Agenda Item "I"

August 1, 2018

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Highland Meadows Phase 2

Subj: Punch List Security Reduction

Dear Town Board Members:

The owner of the Highland Meadows Phase II subdivision recently completed several of the remaining punch list items. At this time I would recommend that the Town Board reduce the Punch List security requirement to \$53,000, as shown in the attached revised punch list.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

Attachments

Cc: Mario D'Arrigo, Esq.
Dan Bargabos

Final Punch List

Highland Meadows Phase 2

Revised 08/01/2018

1. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 45,500
2. Clean closed drainage system and stormwater pond fore bays after all land in the development has been stabilized and the asphalt top course has been placed.	\$ 2,500
3. Install monuments	\$ 2,000
4. Establish vegetation in all Town owned right of ways and easements	\$ 2,000
5. Clean up and fine grade of ROW after National Grid utility installation	\$ 5,000 08/01/18
6. Cut yard drains to finished grade and install grates	\$ 3,000 <u>08/01/18</u>
Total	\$ 60,000 \$ 53,000 (08/01/18)

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
315-638-4264

Agenda Item "J"

August 1, 2018

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Whispering Oaks IV

Subj: Stormwater Securities Reduction

Dear Town Board Members:

As you know the Developer of the above referenced project was required to provide a \$150,000 security to assure that the stormwater management system for the development was constructed in accordance with the Stormwater Pollution Prevention Plan (SWPPP). The developer has completed construction of the portion of the stormwater management system associated with this phase of the development with the remaining construction work included in the punch list security for the project. At this time it would be appropriate for the Town Board to reduce the stormwater security requirement to \$20,000 to cover continued erosion and sediment control during home construction.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

Attachments

Cc: Julian Clark, P.E. Plumley Engineering
Dr. Clark, President Cabbage Patch Partners, LLC.

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
315-638-4264

Agenda Item "K"

August 1, 2018

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Drainage District Rear Yard Swale Maintenance RFP

Subj: Contract Award

Dear Town Board Members:

My office recently put out a request for proposal to several area landscape contractors for rear yard swale maintenance. I received the following quotes for the work included in the RFP:

- Distinguished Landscapes \$1,992 per day plus \$226 per day if a skid steer brush hog is used.
- AML Property Maintenance \$2,792 per day
- Hunter Springs Landscape Artisans \$3840 per day

I would recommend that the Board authorize the Town Supervisor to sign a contract with Distinguished Landscapes in the amount of \$1,992 per day plus \$226 per day if a skid steer brush hog is used to complete rear yard swale maintenance work identified by the Town Engineer on an as needed basis.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

Cc: Joseph Palermo; Distinguished Landscapes



4263 Abbey Road Syracuse NY 13215

Ph. -315-254-7132

Joe@Distinguishedlandscapes.com

Proposal for Town Of Lysander

Job Description: Clear and mow swales in the Town of Lysander drainage districts

Contractor will provide: 3 man work crew, truck, chain saws, trimmers and a mower. Removal & disposal of Vegetation and wood from work areas as specified by Town Engineer. Proofs of insurance, All fuel, labor and tools necessary to complete Job Duties listed below.

Job Duties Performed by contractor will include: removal of debris, downed trees, limbs, yard waste, and saplings less than 3" in diameter at breast height as well as vegetation trimming and mowing if possible.

Hourly Rate- \$249/hr

Day Rate- \$1,992

Additional Options

Mini Skid Steer with Brush Cutter - \$226/day

Al Yager

From: Aaron Levey <amlproperty1@gmail.com>
Sent: Monday, June 18, 2018 3:14 PM
To: Al Yager
Subject: Swales clearing bid

\$349/per hour to clean out swales.

Sent from my iPhone



CRAFTING YOUR *Outdoor Vision*

P.O. Box 731
Fayetteville, NY 13066
(315) 682-5552 FAX (315) 682-5553

Landscape Contract

Date: 6/20/18
Client: Town of Lysander
Email:
Address: 8220 Loop Rd.
Baldwinsville, NY 13027
315-382-1889
ATT: Allen Yager

DESCRIPTION OF MATERIALS AND SPECIFICATIONS:

MAINTENANCE OF DRAINAGE DISTRICT REAR YARD SWALES.

Hunter Springs will supply 3 men for 15 (8-hour days) or more if needed.
Work will entail cutting, mowing and weed eating debris in swales, debris be removed from site and taken to local dump. (Town of Lysander will set up where to dump debris).

Equipment to be used: Chain saws and Weed eaters, lawn mower.

Daily rate: \$ 3,840.00 Includes 3 men, mower, chain saw and weed eaters with 1 or 2 trucks.

General Notes:

- This contract is valid 30 days from date listed on top right corner of this page. After 30 days, schedule dates and project prices are subject to change.
- HSLC cannot be held responsible for any damage caused by unmarked private utilities. As a standard practice, we will notify Dig Safely New York for all other utility locations. See note #4 in contract below
- All measurements listed are approx due to materials and construction.
- Due to unknown situations in construction, HSLC has the freedom to alter their design for positive results at any time.
- If any additional soil is needed, there will be a charge of \$50.00 / yard upon your approval.
- HSLC guarantees the use of high quality grass seed and fertilizer for all our seeding projects. Your proper watering will guarantee grass growth. HSLC cannot be held responsible for lack of growth due to improper care of new seed.
- Proper watering of new plants and/or grass will insure survivability. Please follow watering and care instructions for optimum growing conditions and plant guarantees.
- Burlap wrapping, or structural coverage is required for winter protection of boxwood plants and will be the homeowner's responsibility. HSLC cannot be held responsible for any HSLC installed boxwoods not properly protected. Therefore, if homeowner cannot provide sufficient proof of protection their warranty will be null and void on these plants.
- Lawn repair, if needed due to construction damage, is not included in project. If repairs are needed, there is an \$85.00/yard soil and seed charge for repair, which is in addition to contract price.
- If any additional work is requested, HSLC will submit a change order for your authorization.

1. Scope and Description of Work: That Hunter Springs Landscape Co., Inc (hereinafter "Contractor") agrees to perform for the owner certain alterations and improvements in and upon the real property of the owner, in accordance with the specifications and description of materials as stated on the Contract.

2. Contract Price: Owner will pay the Contractor for Performance of the work described in Paragraph 1, the sum of \$ See daily rate payable as follows:

- a. Upon authorization of this Contract, Hunter Springs Landscape Company requires a non-refundable scheduling deposit in the amount of \$ To be set up with Town
- b. Remaining balance and any additional costs, this is to include verbal or written change orders, material add-ons, or any cost above and beyond the original contract price, will be due upon completion.

Notes:

- If the project is held up from being completed for reasons out of the control of HSLA, full payment based on percentage of completion of project at that time, this to include any additions to job of any kind, will be required.
- The Contractor shall submit to the Owner a schedule of values allocated to the various parts of the work of this contract, aggregating the contract sum. In applying for payment, the Contractor shall submit invoices based upon this schedule. Owner shall be bound to all determinations of the Contractor concerning percentage of completion, estimates, quantities and calculations for each schedule of value item on Contractor's invoice. Owner shall pay the invoice within 30 days. Any invoices that are not paid within 30 days shall accrue interest at the rate of 1.5 percent per month. Contractor shall be entitled, upon written request, to receive promptly from Owner adequate assurance that Owner has the financial ability to perform its obligations hereunder. Failure to furnish such assurance satisfactory to Contractor shall be a material breach hereof.
- If, for any reason, the payments are not made when due, the Contractor reserves the right to stop work until payment is received.

3. Dates: The approximate date that work will commence shall be on or about TBD, upon receipt of this executed contract. The approximate date of substantial completion of work shall be on or about TBD unless delayed by the act, neglect or default of the owner or by weather conditions, soil conditions, and availability of materials, act of God or other causes over which the Contractor has no control. Unless otherwise stated, time is not of the essence.

4. Underground Facilities: Owner shall notify Contractor, at P.O. Box 731, Fayetteville, NY 13066, in writing at least 15 days prior to Contractor commencing any site or preparation work, of any underground plumbing, leach field, septic tank and system, electric, water, telephone, internet, security, cable, and/or other services provided to the subject real property, including a map of the location of said underground facilities. Owner hereby holds Contractor harmless and indemnifies Contractor for any damages of any type suffered by Owner due to a break or interruption of any, but not limited to, of the above-mentioned services, if notice is not provided. Owner also hereby releases Contractor from any and all damages suffered by Owner as a result of Owner failing, neglecting, or refusing to provide the proper aforementioned notice to Contractor. If notice is provided in writing as per above, Contractor will be responsible to repair damages to underground facilities.

5. Guarantee: All newly planted material must be watered adequately a minimum of twice per week with a hose and sprinkler regardless of any rainfall for that week for a minimum of one growing season. All newly planted seed or sod must be watered daily with a hose and sprinkler for a period of time until lawn is fully established. Hunter Springs guarantees craftsmanship on lawn installation but does not guarantee growth of seed or sod after installation. If it is observed that plant materials have been put under stress by wilting, guaranteed plant material replacement will be null and void. If any other mulch is used that has not been supplied by Hunter Springs Landscape Company, the plant guarantee is null and void. If any plant material has a support system (i.e. stakes and wire or something of that nature) this system should be removed by property owner after 1 year minimum or at owner discretion after two years. HSLC can not be held responsible or liable for any plants damaged by winter conditions, falling snow/ice, snow/ice build up, temperatures, etc. Customer is responsible for timely and proper control of weeds, which interfere with plant viability.

_____ All plant materials (except grass) guaranteed for one (1) year from the date of installation so long as the customer meets the maintenance requirements as set forth in this contract. Damage from animals, acts of God or mechanical causes not included. All material used in this contract is guaranteed to be as specified and the entire job to be done in a neat and workmanlike manner. All plant material guarantees are voided if final payment is not received in thirty (30) days of completion.

The limited warranties stated herein extend only to customer and is not transferable. Plants not furnished by contractor, annuals and materials transplanted on site are not included in this replacement guarantee.

_____ The non-guaranteed plant material price was chosen. Therefore, no plant material guarantee will be in effect.

All hardscape elements will be guaranteed for two (2) years from the date of installation for labor and materials so long as contracted customer owns the property where installation is made.

Paver installation and the process are engineered to permit paver movement, because of the freeze/thaw process of our changing seasons. HSLA can not guarantee against "puddling" on paver surfaces due to this reason. The movement or natural adjustments of pavers are part of the process and settling or elevating can occur. Those natural adjustments, though slight, come and go with the ground movement.

6. Mechanic's Lien: The Owner is hereby informed that in the event a Contractor or Subcontractor is not paid for work performed, a Mechanics lien may be placed on the Owners real property.

7. Soil Conditions: The price agreed upon herein is based upon the assumption of normal soil and excavation conditions. In the event of excessively rocky, shoals, or any extreme digging condition that requires large or specialized digging equipment. It is agreed that the price herein shall be increased by a reasonable sum.

7a. General Site/project Conditions: Contractor has relied upon the representations of the owner concerning the soil conditions, structural conditions and site conditions. Owner hereby acknowledges that it does not wish to incur the cost to perform exploratory digging, structural testing or investigations of site / structural investigations or testing and assumes the liability of the extra cost associated with contractor uncovering or encountering unforeseen conditions discovered during project development.

8. Escrow Account: The Contractor is legally required to deposit all payments until applied pursuant to the Contracts payment schedule as described in Paragraph 2 of the Contract, in a bank escrow account within five (5) days after the receipt of deposits. The escrow account will be established at the company banking facility.

9. Cancellation: The owner has the right to cancel the Contract until midnight of the third business day after the date of execution of the Contract by giving written notice of rescission to the Contractor at the address given in this Contract, in which event owner shall be entitled to a complete refund of the amount that he deposited with Contractor upon execution of this Contract.

10. Cancellation after the Three-Day Period: The Owner or the Contractor may only cancel this Contract after midnight of the third Business day if it becomes impossible or impractical to complete the Contract due to acts of God, unavailability of materials or any other contingency beyond the Contractor's control. If this Contract is so canceled for any reason, the Owner shall pay the Contractor the portion of the Contract related to the amount of labor and materials already furnished. This to include special order materials, non-returnable orders, restocking fees and any charges incurred by purchased materials for said project. Likewise, HSLA will be guaranteed payment for anticipated overhead and profit for the unperformed portion of work. Such payment shall be made within fourteen (14) days after the date of cancellation.

11. Additional Work: No changes will be made in the specifications herein, and no work will be done unless the changed specifications and work and the cost thereof, have been agreed upon by the Parties hereto in writing; and in such event, the agreed cost of such changes and/or work shall be paid by a 50% deposit on authorized change orders on or before starting that work and the remaining balance on the date of completion of same. No such changes may be made on behalf of Contractor by workmen or anyone other than the president of Hunter Springs Landscape Artisans.

12. Modifications: This Contract cancels and supersedes any previous understandings or contracts between the Parties relating to the subject matter hereof, and it expresses the complete and final understanding of the Parties with respect to the subject matter hereof and it may not be changed in any way except by an instrument in writing signed by both Parties.

13. Expenses: If any of the Parties hereto fails to comply with the provisions of this Contract, then the entire cost of any proceeding, arbitration or litigation, including reasonable attorney's fees, incurred by the non-breaching Party, shall be borne by the Party or Parties failing to comply with the terms of this Contract.

14. Arbitration: Any controversy or claim arising out of or relating to this Contract shall be settled by arbitration in Syracuse, New York, in accordance with the rules of the American Arbitration Association, by an Arbitrator, and shall be enforceable in any court having competent jurisdiction, AAA itself will not be utilized for arbitration. Further, the Parties hereto expressly agree that proceeding to arbitration and obtaining an award there under shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this Contract, except for the Institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding.

15. Indemnification: To the fullest extent permitted by law, the owner shall indemnify, defend and hold harmless the contractor from and against any claims, damages, loss, liability or expenses of any kind, which in any way are connected to the work, to the extent such arises or results from any negligent act, omission, breach of statutory duty or obligation on the part of the owner or any other person.

16. Statute of limitations and interest: The parties hereby agree that notwithstanding any statute of limitations ("SOL") to the contrary, any actions brought by the owner for breach of this contract, that the SOL for such action shall be six (6) months from when contractor last supplied labor or materials to the project or the date of substantial completion of the project, whichever is earlier. Any claim by the owner against contractor shall accrue interest at 0%

17. Permits: Owners shall be solely responsible for obtaining all necessary permits

18. Applicable Law: This Contract is being delivered and is intended to be performed in the State of New York; it shall be construed and enforced in accordance with the laws of New York State.

Acceptance of contract:

The terms and specifications are satisfactory, and the same are hereby accepted, agreed to.

HUNTER SPRINGS LANDSCAPE ARTISANS

PROPERTY OWNER

By _____
President
Date _____

By _____
Owner
Date _____