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ARTICLE I  
General Provisions

§ 1. Definitions.

- A. The words and phrases used in this chapter shall, for the purposes of this chapter, have the meanings respectively ascribed to them by Article 1 of the Vehicle and Traffic Law of the State of New York.
- B. The following words and phrases, which are not defined by Article 1 of the Vehicle and Traffic Law of the State of New York, shall have the meanings respectively ascribed to them in this section for the purposes of this chapter.

CURBLINE — The prolongation of the lateral line of a curb or, in the absence of a curb, the lateral boundary line of the roadway.

HOLIDAYS — New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

OFFICIAL TIME STANDARD — Whenever certain hours are named herein or on traffic control devices, they shall mean the time standard which is in current use in this state.

§ 2. Authority to Install traffic control devices.

The Highway Superintendent shall install and maintain traffic control devices when and as required under the provisions of this chapter, to make effective the provisions of this chapter, and may install and maintain such additional traffic control devices as he may deem necessary to regulate, warn or guide traffic under the Vehicle and Traffic Law of the State of New York, subject to the provisions of §§ 1682 and 1684 of that law.

§ 3. Schedules; Adoption of Regulations.

- A. For the purpose of maintaining an accurate record of all regulations adopted under the provisions of this chapter, there is hereby established a system of schedules, appearing as Article VIII of this chapter, in which shall be entered all regulations after adoption. Such schedules shall be deemed a part of the section to which they refer. All regulations shall be adopted with reference to the appropriate schedule as indicated in the various sections of this chapter.
- B. Regulations shall be adopted by the Town Board in accordance with provisions of the Town Law and the Vehicle and Traffic Law, or by an officer or agency authorized by the Town Board to adopt regulations pursuant to § 1603 of the Vehicle and Traffic Law.

ARTICLE II  
Traffic Regulations

§ 4. Traffic Control Signals.

Traffic control signals shall be installed, maintained and operated at the intersections and locations described in Schedule I (Article VII - § 31).

§ 5. One-way Streets Designated.

The streets or parts of streets described in Schedule II (Article VII - § 32) are hereby designated as one-way streets, and vehicles shall proceed along those streets or parts of streets only in the direction indicated.

§ 6. Prohibited Turns at Intersections.

No person shall make a turn of the kind designated (left, right, all) at any of the locations described in Schedule III (Article VII - § 33) during the hours indicated of any day.

§ 7. U-turns.

The turning of vehicles so as to proceed in the opposite direction (otherwise known as a "U-turn") is hereby prohibited on any of the streets or parts of streets described in Schedule IV (Article VII - § 34).

§ 8. Prohibited Turns on Red Signal.

In accordance with the provisions of § III(d)2 of the Vehicle and Traffic Law, no person shall make a right turn on a steady red signal at the locations designated in Schedule V (Article VII §- 35).

§ 9. Stop Intersections.

The intersections described in Schedule VII (Article VII - § 37) are hereby designated as yield intersections, and yield signs shall be erected as indicated.

§ 10. Yield Intersections.

The intersections described in Schedule VII (Article VII - § 37) are hereby designated as yield intersections, and yield signs shall be erected as indicated.

§ 11. Speed Regulations.

The maximum speed at which vehicles may proceed on or along those streets or parts of streets described in Schedule VIII (Article VII - § 38) shall be as indicated in said schedule.

§ 12. No-passing Zones.

The locations described in Schedule IX (Article VII - § 39) are hereby designated as no-passing zones, and it shall be unlawful for any person driving a vehicle to pass any other vehicle which is proceeding in the same direction.

§ 13. Pedestrian Crosswalks.

The locations described in Schedule X (Article VII - § 40) are hereby designated as pedestrian crosswalks and shall be indicated as such.

ARTICLE III

Parking, Standing and Stopping

§ 14. Application of Article.

The provisions of this Article shall apply except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

§ 15. All-night Parking.

- A. The parking of vehicles is hereby prohibited on, all streets within the town between the hours of 2:00 a.m. and 7:00 a.m., November 1 to April 15.
- B. The parking of vehicles is hereby prohibited between the hours of 2:00 a.m. and 7:00 a.m., from April 15 to November 1, on the streets or parts of streets described in Schedule XI (Article VII - § 41).

§ 16. No Parking at Any Time.

The parking of vehicles is hereby prohibited at all times on those streets or parts of streets described in Schedule XII (Article VII - § 42).

§ 17. Parking Prohibited Certain Hours.

The parking of vehicles is hereby prohibited in the locations described in Schedule XIII Article VII - § 43) during the times indicated of any day except Sundays and holidays, unless otherwise indicated.

§ 18. Limited Time Parking.

The parking of vehicles is hereby prohibited in the locations described in Schedule XIV (Article VII - § 44) for a longer period of time than that designated, during the hours indicated of any day except Sundays and holidays.

§ 19. Standing Prohibited.

The standing of vehicles at any time is hereby prohibited in the locations described in Schedule XV (Article VII - § 45).

§ 20. Stopping Prohibited.

The stopping of vehicles at any time is hereby prohibited in the locations described in Schedule XVI (Article VII - § 46).

§ 21. Taxi Stands.

The streets or parts of streets described in Schedule XVIII (Article VII - § 47) are hereby designated as bus stops, and parking of vehicles, except buses, shall be prohibited at all times in the locations described therein.

§ 22. Bus stops.

The streets or parts of streets described in Schedule XVIII (Article VII - § 48) are hereby designated as bus stops, and parking of vehicles, except buses, shall be prohibited at all times in the locations described therein.

ARTICLE IV

Truck Exclusions

§ 23. Trucks over certain weights excluded.

Trucks in excess of the weights indicated are hereby excluded from the streets or parts of streets described in Schedule XIX (Article VII - § 49). The regulations established by this

section shall not be construed to prevent the delivery or pickup of merchandise or other property along the streets from which such vehicles are otherwise excluded.

ARTICLE V

Removal and Storage of Vehicles

§ 24. Authority to impound vehicles.

A. When any vehicle is parked or abandoned on any highway or public parking lot within this town during a snowstorm, flood, fire or other public emergency which affects that portion of the public highway or parking lot upon which said vehicle is parked or abandoned, said, vehicle may be removed by or under the direction of. the Highway Superintendent.

B. When any vehicle is found unattended on any highway or public parking lot within the town where said vehicle constitutes an obstruction to traffic, said, vehicle may be removed by or under the direction of the Highway Superintendent.

C. When any vehicle is parked or abandoned on any highway or public parking lot within this town where stopping, standing or parking is prohibited, said vehicle may be removed by or under the direction of the Highway Superintendent.

§ 25. Storage and charges.

After removal of any vehicle as provided in this Article, the Highway Superintendent may store or cause such vehicle to be stored in a suitable place at the expense of the owner. Such owner or person in charge of the vehicle may redeem the same upon payment to the person with whom stored of the amount of all expenses actually and necessarily incurred in effecting such removal and storage, such storage, charges not to exceed One Hundred Dollars (\$100.00) per day or fraction thereof.

§ 26. Notice of removal.

It shall be the duty of the Highway Superintendent to ascertain to the extent possible the owner of the vehicle or the person having the same in charge, and to notify him of the removal and disposition of such vehicle and of the amount which will be required to redeem same. Said Highway Superintendent shall also without delay report the removal and disposition of any vehicle removed as provided in this Article to the Town Clerk.

ARTICLE VI

Penalties; Effective Date; Severability; Repeal

§ 27. Penalties for offenses.

Every person convicted of a traffic infraction for a violation of any provision of this chapter which is not a violation of any provision of the Vehicle and Traffic Law of the State of New York shall, for a first conviction thereof, be punished by a fine of not more than One Hundred Dollars (\$100.00); for a second such conviction within eighteen (18) months thereafter, such person shall be punished by a fine of not more than One Hundred Fifty Dollars [(\$150.00)]; upon a third or subsequent conviction within eighteen (18) months after the first conviction, such person shall be punished by a fine of not more than Three Hundred Dollars (\$300.00).

§ 28. When effective.

A. Except those parts, if any, which are subject to approval under § 1684 of the Vehicle and Traffic Law of the State of New York and; § 46 of the Highway Law of the State of New York, this chapter and any regulations adopted hereunder shall take effect as provided by law.

B. Any part or parts of this chapter and any regulations adopted hereunder which are subject to approval under § 1684 of the Vehicle and Traffic Law and § 46 of the Highway Law of the State of New York shall take effect from and after the day on which approval in writing is received from both the New York State Department of Transportation and the New York State Department of Public Works.

§ 29. Severability,

If any Article, section, subsection, paragraph, sentence, clause or provision of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, such adjudication shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the Article, section, subsection, paragraph, sentence, clause or provision thereof directly involved in the controversy in which such judgment shall have been rendered.

§ 30. Repealed.

All prior ordinances, regulations and rules or parts of such of this town regulating traffic and parking are hereby repealed, except that this repeal shall not affect or prevent- the prosecution or punishment of any person, for any act done or committed in violation of any ordinance, regulation or rule hereby repealed prior to the taking effect of this chapter.

ARTICLE VII

Schedules

§ 31. Schedule I: Traffic Control Signals.

In accordance with the provisions of Article II - § 4, traffic control signals shall be installed, maintained and operated at the following intersections or locations:

<u>Intersection (Location)</u>	<u>Type of Signal</u>
NY Route 48 and Lamson Road at Wright's Corners	Flashing Red Signal

§ 32. Schedule II: One-Way Streets.

In accordance with the provisions of Article II - § 5, the following streets or parts of streets are designated as one-way streets in the direction indicated:

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>Hours/Days</u>	<u>Limits</u>
(Reserved)			

§ 33. Schedule III: Prohibited Turns at Intersections.

In accordance with the provisions of Article II - § 6, no person shall make a turn of the kind designated below at any of the following locations during the hours indicated of any day:

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>Prohibited Turn</u>	<u>Hours</u>	<u>At Intersection of</u>
(Reserved)				

§ 34. Schedule IV: U-Turns.

In accordance with the provisions of Article II - § 7, no person shall make a U-turn at any of the following locations:

<u>Name of Street or Intersection</u>	<u>Location</u>
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(Reserved)

§ 35. Schedule V: Prohibited Turns on Red Signal.

In accordance with the provisions of Article II - § 8, no person shall make a right turn at a steady red signal at the following locations:

<u>Sign Facing Traffic On</u>	<u>Direction of Travel</u>	<u>At Intersection of</u>
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(Reserved)

§ 36. Schedule VI. Stop Intersections.

In accordance with the provisions of Article II - § 8, the following-described intersections are designated as stop intersections:

<u>Stop type</u>	<u>On</u>	<u>At Intersection of</u>
1 stop	Alex Lane	Luchsinger Lane W
1 stop	Alex Lane	Luchsinger Lane E
1 stop	Alletta Circle	Van Wie Dr. W
1 stop	Amberlea Lane	Braewood Dr.
1 stop	Amesbury Dr.	Braewood Dr.
1 stop	Amesbury Dr.	Radburn Dr
1 stop	Ashington Dr.	West Genesee Rd.
1 stop	Autumn Ridge Path	Deep Glade
1 stop	Avery Rd.	Lamson Rd.
1 stop	Avery Rd.	Swamp Rd.
1 stop	Babcock Rd.	Dunham
1 stop	Bally Gar	Killoe Rd. (north)
1 stop	Bally Gar	Killoe Rd. (south)
1 stop	Barbara Lane	Route 370
1 stop	Basswood Lane	Radburn Dr.
1 stop	Beakman Lane	Hiltonwood Dr.
1 stop	Beakman Lane	Fargo Lane
1 stop	Beaver Brook Lane	E. Patrol Rd.
1 stop	Bellows Rd.	East Mud Lake Rd.
1 stop	Bellows Rd.	Fenner Rd.
1 stop	Bendigo Dr.	Cortina Rd.
2 way stop	Bendigo Dr.	Shalako Circle
1 stop	Bendigo Dr.	Cold Springs Rd.
1 stop	Bilyeu Lane	Willett Pkwy
1 stop	Blue Heron Circle	Glacier Ridge South

1 stop	Blue Heron Circle	Glacier Ridge North
1 stop	Blue Ridge Circle	West Genesee Rd.
1 stop	Blythewood Court	E. Patrol Rd.
1 stop	Blythewood Court	Glacier Ridge
2 way stop	Braewood Dr.	Claybourne Lane
1 stop	Braewood Dr.	N Entry Rd.
1 stop	Braewood Dr.	Radburn Dr.
1 stop	Bramble Run	Long Shadow Dr.
1 stop	Brannockbyrne St.	Killoe Rd.
1 stop	Brannockbyrne St.	Killoe Rd.
2 way stop	Briar Patch	Van Wie Dr. E.
1 stop	Brick Walk Way	Route 370
1 stop	Brick Walk Way	Talley Abbey Way
1 stop	Brixham Court	Glacier Ridge
1 stop	Brundage Rd.	Sixty Rd.
1 stop	Brundage Rd.	W. Entry
1 stop	Bucks Trail	River Rd.
1 stop	Burrwood Dr.	Oberon Dr.
1 stop	Burrwood Dr.	East Patrol Rd.
1 Stop	Byron Rd.	Route 31
1 stop	Byron Rd.	High Rd.
1 stop	Cadys Arbor	Glacier Ridge
1 stop	Camerondale Rd.	Hicks Rd.
1 stop	Camera Way	Route 370
1 stop	Carolwood Lane	Runnymede
1 stop	Carpenter Rd	Amesbury Dr.
1 stop	Carpenter Rd	Willett Pkwy.
1 stop	Carpenter Rd	Glacier Ridge Rd
1 stop	Celtic Lane	Restmoor Dr.
1 stop	Celtic Lane	Hiltonwood Rd.
1 stop	Channelside	South Ivy Trail
1 stop	East Ivy Trail	Channelside Trail
1 stop	Claybourne Lane	Braeside
2 way stop	Coachman's Whip	Hourglass Lane
1 stop	Coachman's Whip	Route 48
1 stop	Cole Rd.	Plainville Rd.
1 stop	Collington Point	Chillingham Way
1 stop	Columbine Circle	Field End N.
2 way stop	Columbine Circle	Field's End S.
1 stop	Connell Terrace	Dexter Pkwy.
1 stop	Coppernoll Rd.	Plainville Rd.
1 stop	Coriander Lane	Amesbury Dr.
4 way stop	Corlear Dr.	Van Wie Dr. W.
1 stop	Corlear Dr.	Mourning Dove
2 way stop	Cortina Rd.	Bendigo Dr.
1 stop	Cortina Rd.	Restmoor Dr.

1 stop	Cortina Rd.	Hiltonwood Rd.
1 stop	Country Lane	Route 48 (south)
1 stop	Country Lane	Route 48 (north)
1 stop	County Line Rd.	County Line Rd.
1 stop	County Line Rd. (East)	Lamson Rd.
1 stop	County Line Rd. (West)	Lamson Rd.
1 stop	County Line Rd.	Swamp Rd/ White Rd.
1 stop	County Line Rd.	Plainville Rd.
1 stop	Cramer Rd.	River Rd.
1 stop	Cranes Watch Circle	South Ivy Trail
2 way stop	Crego St.	Dexter Pkwy.
1 stop	Crimson King Circle	Deed Glade Dr.
1 stop	Crocus Lane	Whisper Ridge Circle
1 stop	Cumberstone Lane	Oberon Dr.
1 stop	Darting Bird Lane	Potter Rd.
1 stop	David Lane	Speach Dr.
1 stop	Deep Glade Rd.	Drakes Landing
1 stop	Deep Glade Rd.	Festival Court
1 stop	Deep Glade	Willett Pkwy.
1 stop	Dennis Dr.	Route 370
1 stop	Dewitt Rd.	Cold Springs Rd.
1 stop	Dexter Pkwy.	Route 370
1 stop	Dinglehole Rd.	Church Rd.
2 way stop	Dinglehole Rd.	Lamson Rd.
1 stop	Dinglehole Rd.	Lamson Rd. (west)
4 way stop	Dinglehole Rd.	Rabbit Lane
1 stop	Dog Harbor Rd.	Plainville Rd.
1 stop	Dog Harbor Rd.	Route 370
1 stop	Doyle Rd.	Route 370
1 stop	Doyle Rd.	River Rd.
1 stop	Drakes Landing	Willett Pkwy.
1 stop	Drakes Landing	Fields End Dr.
1 stop	Drakes Landing	Marinus Dr.
1 stop	Dunderry Heights Dr.	Cold Springs Rd.
1 stop	Dunderry Heights Dr.	Killoe Rd.
1 stop	Dunham Rd.	Church Rd.
1 stop	Dunham Rd.	Route 370
1 stop	Dutchman Drive	River Rd.
1 stop	E Patrol Rd.	Glacier Ridge
1 stop	E Patrol Rd.	Willett Pkwy.
1 stop	East Ivy Trail	Route 370
1 stop	East Ivy Trail	Channelside Trail
1 stop	Eden Lane	Mott Rd.
1 stop	Ellison Rd.	Church Rd.
1 stop	Ellison Rd.	East Mud Lake Rd.
1 stop	Emerick Rd.	Dunham Rd.

1 stop	Emerick Rd.	West Genesee Rd.
1 stop	Esprit Glade	Town Center Rd.
1 stop	Esprit Glade	Deep Glade
2 way stop	Esprit Glade	Van Wie Dr. West
1 stop	Exeter Dr.	Mott Rd.
1 stop	Exeter Dr.	Eden Lane
1 stop	Fadi Dr.	Rania Rd.
1 stop	Fallen Timber Path	Sourwood Dr.
1 stop	Far Reach Dr.	Drakes Landing
1 stop	Fargo Rd.	Hiltonwood Rd. (south end)
1 stop	Fargo Rd.	Hiltonwood Rd. (north end)
1 Stop	Farm Pond Rd.	Emerick Rd.
1 stop	Farnham Rd.	Cross Lake Rd.
1 stop	Festival Court	Deep Glade Dr.
1 stop	Fiddlehead Glen	Potter Rd.
1 stop	Fields End Dr.	Drakes Landing
1 stop	Filaree Circle	Van Wie Dr. East
1 stop	First St.	West Bridge St.
1 stop	Foxfire Lane	Marinus Dr.
1 stop	Frenchman's Creek	Greenleaf Dr.
1 stop	Garlock Lane	Hiltonwood Rd.
1 stop	Garlock Lane	Restmoor Dr.
1 stop	Gates Rd.	Route 370
1 stop	Gates Rd.	Plainville Rd.
1 stop	Gerald Lane	Speach Dr.
2 way stop	Giddings Trail	Coachman's Whip
4 way stop	Glacier Ridge Rd.	Drakes Landing
1 stop	Glacier Ridge Rd.	North Entry Rd.
1 stop	Glacier Ridge Rd.	River Rd.
1 stop	Glen Abbey Terr.	Frenchman's Creek N.
1 stop	Glen Abbey Terr.	Frenchman's Creek S.
1 stop	Glenbrook Dr.	Route 370
1 stop	Gloria Dr.	Camerondale
1 stop	Gloria Dr.	Hicks Rd.
1 stop	Green Bough Circle	Doyle Rd
1 stop	Green Meadow	Mourning Dove
1 stop	Greenleaf Dr.	River Rd.
1 stop	Greenleaf Dr. N.	River Rd.
1 stop	Greenway	Radburn Dr.
4 way stop	Grey Birch	Reston Dr. (west)
3 way stop	Grey Birch	Reston Dr. (east)
1 stop	Grey Birch	Drakes Landing
1 stop	Grey Birch Extension	Drakes Landing
1 stop	Guyder Rd.	Plainville Rd.
1 stop	Haddon Hall Way	Sudley Way.
1 stop	Hadley Lane	Oberon Dr.

1 stop	Halsey Lane	Cortina Rd.
1 stop	Halsey Lane	Hiltonwood Rd.
1 stop	Hamilton Drive	High Rd.
1 stop	Harlow Lane	Stevenage Dr.
1 stop	Hayes Rd.	Route 370
1 stop	Hawks Watch	Wandering Way
1 stop	Hayfield Lane	Braewood Rd.
1 stop	Haylage Circle	Doyle Rd.
1 stop	Heffer Rd.	Surbrook Rd.
1 stop	Hencle Blvd.	Smokey Hollow Rd.
1 stop	Hicks Rd.	Route 370
1 stop	Hidden Lake Dr.	Drakes Landing
1 stop	Hidden Lake Dr.	Far Reach Dr.
1 stop	High Rd.	Byron Rd.
1 stop	Highland Dr.	River Rd.
1 stop	Highland Drive	Route 370
1 stop	Hillside Rd.	River Rd. (south)
1 stop	Hillside Rd.	River Rd. (north)
1 stop	Hillside Rd.	Private Rd.
2 way stop	Hiltonwood Rd.	Pico Lane
1 stop	Hiltonwood Rd.	Killoe Rd.
1 stop	Hiltonwood Dr.	Dewitt Dr.
1 stop	Holly Ridge	Mourning Dove
1 stop	Homestead	Route 370
1 stop	Homestead	Doyle Rd
1 stop	Hope Place	High Rd
1 stop	Hourglass Lane	Coachman's Whip
1 stop	Hourglass Lane	Route 48
1 stop	Hourglass Lane	Giddings Trail
1 stop	Irene Dr.	Emerick Rd.
1 stop	Isle of Pines Dr.	Marinus Dr.
3 way stop	Jayhawk Circle	Stanford Dr. (east)
3 way stop	Jayhawk Circle	Stanford Dr. (west)
1 stop	Kerryman Circle	Hourglass Lane
1 stop	Kibby Rd.	Plainville Rd.
1 stop	Kibby Rd.	Fenner Rd.
1 stop	Kilkenny Dr.	Cortina Rd.
1 stop	Kilkenny Dr.	Killoe Rd.
1 stop	Killoe Rd.	Cortina Rd.
1 stop	Killoe Rd.	Hiltonwood Rd.
1 stop	Killoe Rd.	Bally Gar (east)
1 stop	Killoe Rd.	Bally Gar (west)
1 stop	Killoe Rd.	Shannagary Dr.
1 stop	Kings Bridge Lane	Amesbury Dr.
1 stop	Letchworth Lane	Oberon Dr.
1 stop	Lightfoot Lane	Melvin Dr. South

1 stop	Lincoln Ave.	Route 31
1 stop	Long Horn	River Rd.
1 stop	Longbow Way	River Rd.
1 stop	Long Shadow Drive	Timber Banks Pkwy.
1 stop	Loop Rd.	West Entry Rd.
3 way stop	Loop Rd. (Budweiser)	Loop Rd.
1 stop	Loop Rd.	Route 31
1 stop	Luchsinger Lane	Deep Glade Dr. (east)
1 stop	Luchsinger Lane	Deep Glade Dr. (west)
1 stop	Madeleine Dr.	Van Wie Dr. East (north)
1 stop	Madeleine Dr.	Van Wie Dr. East (south)
1 stop	Marco Lane	Town Center Rd.
3 way stop	Mariner Trail	South Ivy Trail
1 stop	Mariner Trail	Channelside Trail
1 stop	Mariner Trail	West Ivy (west)
1 stop	Mariner Trail	West Ivy (east)
1 stop	Marinus Dr.	Drakes Landing
1 stop	Marinus Dr.	River Rd.
1 stop	McIntyre Rd.	Plainville Rd.
1 stop	McLane Dr.	West Entry Rd.
1 stop	Meadowbrook Dr.	Hayes Rd.
1 stop	Meadowbrook Dr.	Route 370
1 stop	Melvin Dr. N.	River Rd.
1 stop	Melvin Dr. S.	River Rd.
1 stop	Mercer St.	Dexter Pkwy.
1 stop	Merritt Dr.	Doyle Rd.
1 stop	Merritt Dr.	Olive Dr.
1 stop	Merritt Dr.	Doyle Rd.
1 stop	Misty Cove Circle	Melvin Dr. North
1 stop	Moonraker Court	Vermillion Circle.
1 stop	Morgan Rd.	Plainville Rd.
1 stop	Mott Rd.	Connell Terrace
4 way stop	Mott Rd.	Dexter Pkwy.
1 stop	Mourning Dove	Esprit Glade
1 stop	Mourning Dove	Van Wie Dr. West
1 stop	Mustang Rd.	Shalako Circle
1 stop	Mustang Rd.	Bendigo Dr.
1 stop	Nabil St.	Rania Rd. (north)
1 stop	Nabil St.	Rania Rd. (south)
1 stop	North Entry Rd.	Glacier Ridge Rd.
1 stop	Nuha St.	Rania Rd. (north)
1 stop	Nuha St.	Rania Rd. (south)
1 stop	Oak Brook Rd.	Drakes Landing (north)
1 stop	Oak Brook Rd.	Drakes Landing (south)
1 stop	Oberon Drive.	Radburn Dr.
1 stop	Oberon Dr.	E. Patrol Rd.

1 stop	Olive Dr.	River Rd.
1 stop	Oswego St.	Second St.
1 stop	Olive Dr.	Merritt Dr.
1 stop	Oswego St.	Second St.
1 stop	Parkway Drive	Sixty Rd.
1 stop	Partridgeberry Drive	Drakes Landing
1 stop	Partridgeberry Drive	Partridgeberry Drive
1 stop	Pasture Gate Lane	Fields End Dr.
1 stop	Patchett Rd.	Collington Pointe Dr.
1 stop	Patchett Rd.	Route 370
2 way stop	Patchett Rd.	River Rd. (east)
1 stop	Pendergast Rd.	Lamson Rd.
1 stop	Penfold Way	Ashington Dr. (south)
1 stop	Penfold Way	Ashington Dr. (north)
1 stop	Peony Farm Lane	Glacier Ridge
1 stop	Perryville Rd.	Hayes Rd.
2 way stop	Perryville Rd.	Surbrook Rd (west)
1 stop	Phosphate Alley	Plainville Rd.
1 stop	Pico Lane	Restmoor Dr.
1 stop	Pico Lane	Hiltonwood Dr.
1 stop	Pipers Court	Town Center Rd.
1 stop	Poplarfield Circle	Doyle Rd.
1 stop	Porter Cottage	Melvin Drive N.
1 stop	Potter Rd.	Glacier Ridge
1 stop	Prine Rd.	Kibby Rd.
1 stop	Prine Rd.	Lamson Rd. (north)
1 stop	Prine Rd.	Lamson Rd. (south)
1 stop	Prine Rd.	Church Rd.
1 stop	Route 690	West Genesee St. Rd.
1 stop	Quaker Lady Circle	Briar Patch (north)
1 stop	Quaker Lady Circle	Briar Patch (south)
1 stop	Rabbit Lane	East Mud Lake
1 stop	Rabbit Lane	Route 48
1 stop	Radburn Dr.	Willett Pkwy.
1 stop	Radburn Dr.	Stevenage Dr.
1 stop	Radburn Dr.	Glacier Ridge (east)
1 stop	Radburn Dr.	Glacier Ridge (west)
1 stop	Recreation Lane	West Genesee Rd.
1 stop	Reeves Rd.	Wheaton Rd.
1 stop	Reeves Rd.	Fenner Rd.
1 stop	Restmoor Dr.	Cortina Rd.
1 stop	Restmoor Dr.	Hiltonwood Dr.
1 stop	Reston Dr.	Grey Birch (west)
1 stop	Reston Dr.	Grey Birch (east)
1 stop	Reston Dr.	Willett Pkwy. (north)
1 stop	Reston Dr.	Willett Pkwy. (south)



1 stop	Topridge Dr.	Ashington Dr.
1 stop	Town Center Rd.	Willett Parkway
1 stop	Town Center Rd.	Pipers Court
1 stop	Tuccamore Circle	Shanagarry Dr.
1 stop	Tuccamore Circle	Killoe Rd.
1 stop	Twilight Court	Samantha Dr.
1 stop	Twin Flowers Rd.	Oak Brook Rd. N.
1 stop	Twin Flowers Rd.	Oak Brook Rd. S.
1 stop	Vallingby Circle	Glacier Ridge S.
L stop	Vallingby Circle-	Glacier Ridge N.
2 way stop	Van Wie Dr. East	Drakes Landing
1 stop	Van Wie Dr. West	Esprit Glade
1 stop	Van Wie Dr. West	Drakes Landing
1 stop	Vann Rd.	Fenner Rd.
1 stop	Vann Rd.	Route 370
1 stop	Vermillion Circle	Esprit Glade
1 stop	Vicki Lane	Route 370
1 stop	Villa Ridge Court	Samantha Dr. (north)
1 stop	Villa Ridge Court	Samantha Dr. (south)
1 stop	Walden Lane	Glacier Ridge
1 stop	Walpole Lane	Glacier Ridge
1 stop	Wandering Way	Glacier Ridge W.
1 stop	Wandering Way	Glacier Ridge E.
1 stop	Warming Spring	Potter Rd.
1 stop	Warriors Path	Killoe Rd. (south)
1 stop	Warriors Path	Killoe Rd. (north)
1 stop	Warriors Path	Cortina Rd.
1 stop	Welwyn Lane	Radburn Dr.
1 stop	West Entry Rd.	Willett Pkwy.
1 stop	West Ivy Trail	South Ivy Trail
1 stop	West Ivy Trail	Route 370
1 stop	Wheaton Rd.	Route 370
1 stop	Wheaton Rd.	Church Rd.
1 stop	Whisper Ridge Circle	Willett Pkwy.
2 way stop	Whisper Ridge Circle	Whisper Ridge Circle
1 stop	Widemark Dr.	Hiltonwood Dr.
1 stop	Widemark Dr.	Cold Springs Rd.
1 stop	Willett Pkwy.	Route 31 (south)
1 stop	Willett Pkwy.	Route 31 (north)
1 stop	Willett Pkwy.	Drakes Landing
1 stop	Willowbend Dr.	Hourglass Lane
1 stop	Winspear Lane	Hourglass Lane
1 stop	Woodcrest Dr.	Route 370
1 stop	Woodland Dr.	Route 370
2 way stop	Woods Rd.	River Rd.
1 stop	Wrenwood Circle	Van Wie Dr. West

§ 37. Schedule VII: Field Intersections.

In accordance with the provisions of Article II - § 10, the following-described intersections are designated as yield intersections:

<u>Yield Sign On</u>	<u>Direction of Travel</u>	<u>At Intersection</u>
Amesbury Drive	North	Braewood Drive
Amesbury Drive	North	Carpenter Road
Braewood Drive	North	Carpenter Road
Braewood Drive	South	North Entry Road
Burrwood Drive	North	East Patrol Road
Fields End Drive	West	East Patrol Road
Oberon Drive	East	East Patrol Road
Oberon Drive	South	Carpenter Road

§ 38. Schedule VIII: Speed Limits.

In accordance with the provisions of Article II - § 11, speed limits are established as indicated upon the following streets or parts of streets:

<u>Name of Street</u>	<u>Speed Limit (mph)</u>	<u>Limits</u>
Glacier Ridge Road west side	30	
Glacier Ridge Road, west side	30	Near North Entry Road
Guyder Road to	35	From Plainville – Jack Reefs Road  a point 0.4 miles east and northeasterly thereof
Homestead Road	25	From NY Route 370 to Doyle Road
Meadowbrook Drive	25	From Hayes Road to NY Route 370 for a distance of approximately 0.5 miles
NY Route 48	35	From the village corporation line at the intersection of Brown Street and Oswego Street to a point Approximately 1 mile north thereof
NY Route 370	35	From the west village line of the Village of Baldwinsville to a point

West Entry Road, north side	30	0.5 mile westerly thereof Entire length
Willett Parkway, east side	30	Entire length

§ 39. Schedule XI: No-Passing Zones.

In accordance with the provisions of Article II - § 12, the following-described locations are designated as no-passing zones:

<u>Name of Street</u>	<u>Location</u>
NY Route 48	

§ 40. Schedule X: Pedestrian Crosswalks

In accordance with the provisions of Article II - § 13, the following-described locations are designated as pedestrian crosswalks:

<u>Name of Street</u>	<u>Location</u>
Carpenter Road	At Visitors' Center
North Entry Road	At Aspen House

§ 41. Schedule XI: All-Night Parking.

In accordance with the provisions of Article III - § 15B, parking is hereby prohibited between the hours of 2:00 a.m. and 7:00 a.m. from April 15 to November 1, upon the following streets or parts of streets:

<u>Name of Street</u>	<u>Limits</u>
(Reserved)	

§ 42. Schedule XII: No Parking at Any Time.

In accordance with the provisions of Article III - § 16, the standing of vehicles is prohibited in the following locations:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
-----------------------	-------------	-----------------

Hillside Road	West	From West River Road to a point 600 feet southerly therefrom
Second Street		West Phoenix

§ 43. Schedule XIII: No Parking Certain Hours.

In accordance with the provisions of Article III - § 17, the parking of vehicles is prohibited in the following locations during the hours indicated of any day, unless otherwise indicated:

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
(Reserved)			

§ 44. Schedule XIV: Limited Time Parking.

In accordance with the provisions of Article III - § Article 18, the parking of vehicles is prohibited in the locations described below

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit/ Hours</u>	<u>Location</u>
(Reserved)			

§ 45. Schedule XV: Standing Prohibited.

In accordance with the provisions of Article III - § 19, the standing of vehicles is prohibited in the following locations:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
(Reserved)		

§ 46. Schedule XVI. Stopping Prohibited.

In accordance with the provisions of Article III - § 20, the stopping of vehicles is prohibited in the following locations:

Name of Street                      Side                      Location

(Reserved)

§ 47.      Schedule XVII: Taxi Stands.

In accordance with the provisions of Article III - § 21, the following streets or parts of streets are hereby designated as taxi stands, and parking of vehicles, except taxis, shall be prohibited at all times in the locations described below:

Name of Street                      Side                      Location

(Reserved)

§ 48.      Schedule XVIII: Bus Stops.

In accordance with the provisions of Article III - § 22, the following streets or parts of streets are hereby designated as bus stops, and parking of vehicles, except buses, shall be prohibited at all times in the locations described below:

Name of Street                      Side                      Location

(Reserved)

§ 49.      Schedule XIX: Trucks Over Certain Weights Excluded.

In accordance with the provisions of Article IV - § 23, trucks in excess of the weights indicated are hereby excluded from the following streets or parts of streets:

<u>Name of Street</u>	<u>Weight Limit (tons)</u>	<u>Location</u>
Avery Road	5	From Lamson Road to Swamp Road
Bellows Road to	5	From East Mud Lake Road to Fenner Road
Channel Side	5	From NY Route 370 to South Ivy Trail
County Line Road East	5	
Dennis Road, Roberts Avenue and Barbara Lane	5	From NY Route 370 for an estimated distance of 2,000 ft.

Dewitt Drive	5	From NY Route 370 to termination
Dexter Parkway	5	From NY Route 370 to termination
Dinglehole Road County	5	From Church Road to  Line Road
Doyle Road	5	From NY Route 370 to termination
Dunham Road	5	From NY Route 370 to Church Road
Ellison Road	5	From Church Road to East Mud Lake Road
Emerick Road	5	From NY Route 370 to Dunham Road
Farnham Road	5	From Cross Lake Road to termination
Guyder Road	5	From Plainville Road to termination
Homestead Drive Doyle	5	From NY Route ___ to  Road
Kibby Road	5	From Fenner Road to Plainview Road
Meadowbrook Drive Hayes	5	From NY Route 370 to  Road
Merritt Drive and Olive Drive	5	From River Road to Doyle Road
Morgan Road	5	From Plainville Road to termination
Mott Road	5	From the Village of Baldwinsville limits to Connell Terrace
Patchett Road	5	From NY Route 370 to termination
Prine Road	5	From Church Road to Kibby Road
Rabbit Lane	5	From NY Route 48 to East Mud Lake Road
Reeves Road	5	From Fenner Road to Wheaton Road
South Ivy Trail	5	From West Ivy Trail to termination
Speach Drive	5	From NY Route 31 to termination

Swamp Road	5	From Plainville Road to Cayuga County line
Vann Road	5	From NY Route 370 to Church Road
West Ivy Trail	5	From NY Route 370 to termination
Wheaton Road	5	From NY Route 370 to Church Road

TOWN OF LYSANDER

MONTHLY REPORT OF CODE ENFORCEMENT OFFICER

BUILDING PERMITS ISSUES

MONTH/YEAR OF November 2014

NUMBER OF PERMITS ISSUED: 9

FOR FEES IN THE AMOUNT OF: \$ 3,081.00

TOTAL CONSTRUCTION COST: \$ 936,023.00

\*\*\*\*\*

COMPARISON TO LAST YEAR, SAME MONTH:

NUMBER OF PERMITS ISSUED: 12

FOR FEES IN THE AMOUNT OF: \$ 3,780.00

TOTAL CONSTRUCTION COST: \$ 1,148,523

HOUSES TO DATE: LAST YEAR 41 THIS YEAR 73

CONDO'S TO DATE: LAST YEAR — THIS YEAR —

APTS. TO DATE: LAST YEAR 3 THIS YEAR 10  
*13 units each* *8 units each*

CURRENT ANNUAL TOTALS TO DATE:

NUMBER OF PERMITS ISSUED: 178

TOTAL FEES COLLECTED: \$ 80,138.00

TOTAL CONSTRUCTION COST: \$ 32,471,231.27

# Town of Lysander

Building Permits by Issued Date: 11/01/2014 - 11/30/2014

*Western Hill 2014*

VII<sub>2</sub>

Permit# Applicant Name	Issued	Final	Property Owner & Location	Tax Map#	Fee	Project Cost	Description
2014-172 George Roselea A	11/07/14		George Roselea A 8785 Dinglehole Rd	030-02-07.4	126.00	32,585.00	Solar Arrays
2014-173 Picco Andrew J	11/07/14		Picco Andrew J 3687 Cold Springs Rd	069-05-01.0	87.00	20,000.00	Solar Arrays
2014-174 W.T.W	11/07/14		W.T.W Longbow Way	071.01-04-16.1	636.00	202,880.00	Single Family
2014-175 Lerner John S	11/07/14		Lerner John S 7213 Farham Rd	037-01-19.0	336.00	102,120.00	Single Family
2014-176 Prime Land Springdale LLC c/o	11/13/14		Prime Land Springdale LLC c/o 8530 Whisper Ridge Cir	076-14-27.0	375.00	115,740.00	Single Family
2014-177 Green Lake Associates	11/13/14		Green Lake Associates North Entry Road	078-14-12.1	366.00	112,560.00	Two Family Town Home
2014-178 Ryan Homes	11/13/14		Ryan Homes 2134 Mercer Street	049.02-02-02	624.00	189,830.00	Single Family
2014-179 Eidan Homes	11/17/14		Eidan Homes 3183 Samantha Drive	075.01-02-14.1	480.00	150,508.00	Single Family
2014-180 Weller Harvey R	11/17/14		Weller Harvey R 8898 Ellison Rd	030-02-18.0	51.00	9,800.00	Solar Arrays

**Total Count:** 9

**Total:** \$3,081.00 \$936,023.00

**THIS AGREEMENT, made this 1st day of January, 2015, by and between the Town of Lysander municipal corporation in the State of New York, hereinafter called the "MUNICIPALTY" and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS", a charitable corporation organized and existing under the laws of the State of New York, having it's office and principal place of business at 5878 East Molloy Road, in the Town of Dewitt, County of Onondaga, and State of New York, hereinafter called "CNYSPCA"**

**WITNESSETH**

**The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:**

**The CNYSPCA shall promptly respond to, investigate violations of and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York which are reported to it by the Municipality and which are occurring within the boundaries of the Municipality. Such services will include as necessary seizure of, removal and shelter of any animal found to be the subject of a violation of the above referenced law.**

**The CNYSPCA shall bill the Municipality on an annual basis for services rendered herein.**

**The Parties agree that the total amount to be paid by the Town of Lysander for all services of the CNYSPCA to be provided under this agreement on an annual basis of \$1958.31. Payment shall be due in 30 days of sign agreement.**

**The CNYSPCA shall have the absolute right to terminate this agreement and such action shall not be deemed a breach of contract. The CNYSPCA may terminate this agreement with 30 days noticed delivered or mailed to the Municipality.**

**The CNYSPCA is insured for acts or omissions of its employees with proof of insurance to be provided upon the execution of this contract.**

**IN WITNESS WHEREOF, the parties have caused their seals to be affixed hereunto and this Agreement to be signed by their duly authorized officers the day and year first written below.**

**DATED:** \_\_\_\_\_

**Town of Lysander**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**CENTRAL NEW YORK SOCIETY FOR  
THE PREVENTION OF CRUELTY TO  
ANIMALS**

**By:** \_\_\_\_\_

**Paul Morgan/ Executive Director**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Lysander, NY a municipal corporation in the State of New York, hereinafter called the "MUNICIPALITY" and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS", a charitable corporation organized and existing under the laws of the State of New York, having it's office and principal place of business at 5878 East Molloy Road, in the Town of Dewitt, County of Onondaga, and State of New York, hereinafter called "CNYSPCA"

**WITNESSETH**

The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

1. That the CNYSPCA will provide and maintain a pound or shelter for animals seized by the dog control officers of the Municipality. It will properly shelter, feed and water such animals during the redemption periods provided in Section 118 of Article 7 of the Agriculture and Markets Law or as established by the Municipality pursuant to such section, and at the end of such redemption periods will make available for adoption or euthanize and cremate unredeemed animals, as provided in said Section. In no event shall the CNYSPCA accept dogs for a redemption period of less than 5 days.

2. All dogs brought to the shelter by a dog control officer shall be accompanied by Form approved by the NY State Department of Agriculture and Markets entitled "Seizing Officer's Report of Seizure and Disposition of any Dog".

3. The redemption periods specified in Paragraph 1 will commence from the date of delivery of the dog to the CNYSPCA by a duly appointed dog control officer of the Municipality.

4. All animals shall be vaccinated, if warranted, upon arrival at the shelter, the costs of which are covered by the "monthly" charge as provided in paragraph 8.

All animals shall be spayed or neutered, if warranted, after the legally prescribed redemption period or prior to adoption. The municipality shall not be responsible for the spaying or neutering costs.

5. The shelter shall at all times during the term of this agreement be under the care of a competent employee and shall be open to the public Monday, Tuesday, Wednesday and Saturday from 10:00 AM to 4:00PM; Thursdays and Friday from 10:00 AM to 5:00 PM, except for legal holidays at which time the shelter will be closed.

6. In addition to the dogs, the CNYSPCA will accept any other animals which shall be delivered by a dog control officer or other authorized officer or employee of the Municipality for such disposition as shall be required.

7. The Municipality shall pay the sum of \$150.00 per animal surrendered to the CNYSPCA. This charge shall include the Veterinary examination, Kennel cough vaccination, Distemper/parvo virus vaccination, Rabies vaccination, Deworming, Flea treatment and Parvo virus testing (for animal under 6 mos.) if such services are deemed necessary.

The CNYSPCA shall bill the Municipality on a monthly basis for services rendered herein.

8. As a separate and distinct charge the following shall apply in addition to the per animal charge provided in paragraph 8:

**Rabies-Board and observation**

All animals (per day) \$25

**Euthanization and Cremation  
(If warranted or directed)**

Extra large dogs ( 81 lbs and over)	\$100
Large dogs (51 to 80 lbs)	\$85
Medium dogs (26 to 50 lbs)	\$70
Small dogs (up to 25 lbs)	\$60
Cats and other small animals	\$55

9. **CRUELTY SEIZURES:**

In the event that the municipality through it's representative(s) causes an animal to be placed with the CNYSPCA due to a seizure emanating from a cruelty complaint, with or without the assistance of the Cruelty Officers of the CNYSPCA, it shall be charged the sum of \$25 for each day the animal is held by the CNYSPCA pending final adjudication. Any medical costs will be in addition to the seizure boarding costs.

10. As a further separate and distinct charge, the Municipality shall pay the sum of up to \$500 representing reimbursement to the CNYSPCA for charges incurred by them from the security service employed by the CNYSPCA for the answering the security alarm if it is determined that the employee of the Municipality is responsible for the activation of the alarm.

11. This agreement shall commence on January 1, 2015 and shall continue to and including December 31, 2015.

**IN WITNESS WHEREOF, the parties have caused their seals to be affixed hereunto and this Agreement to be signed by their duly authorized officers the day and year first written below.**

**DATED:** \_\_\_\_\_

**Town of Lysander, New York**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**CENTRAL NEW YORK SOCIETY FOR  
THE PREVENTION OF CRUELTY TO  
ANIMALS**

**By:** \_\_\_\_\_

**Paul Morgan/ Executive Director**

Item C<sub>1</sub>  
(1-13)



December 5, 2014

David Rahrle  
Town Of Lysander  
8220 Loop Road  
Baldwinsville, NY 13027

Re: FSA/HRA Agreements

Dear David Rahrle,

As part of the Lifetime Benefit Solutions, Inc. (LBS) rebranding process, we are reissuing the FSA/HRA Agreement and Fees & Charges Appendix A. Along with rebranding to the LBS name, this will allow us to get current language in place for all of our clients.

Please note the following changes in the Agreement and Appendix A language, as applicable:

- Our name has been changed throughout the documents.
- The debit card name has been changed to Health Spending Card throughout the documents.
- The definition of "participant" in Appendix A may have changed from your current Appendix A.
- The per month minimum administration fee may have been increased; however, this has no immediate impact to you based on current enrollment.
- Section 1. A, #14 may be new since your current Service Agreement was issued.

Enclosed are a new Service Agreement and Appendix A for your signature.

If you have any questions or concerns regarding the enclosed Agreement and Appendix, please contact Lori Hawkins at (585) 273-7184. The executed Agreement and Appendix may be returned via email to your administrator or to Lori at [loren.hawkins@lifetimebenefitsolutions.com](mailto:loren.hawkins@lifetimebenefitsolutions.com).

Sincerely,

Lifetime Benefit Solutions, Inc. FSA and HRA Department

The cure for benefits as usual.





**Lifetime Benefit Solutions, Inc.**  
**Service Agreement**

**Appendix A – Fees and Charges**

The conditions stated in this Appendix A – Fees and Charges shall be applied in conjunction with the Lifetime Benefit Solutions, Inc. (LBS) Service Agreement. The “Employer” is **Town Of Lysander** which has an office at 8220 Loop Road, Baldwinsville, NY 13027. The effective date of the LBS Service Agreement and this Appendix A – Fees and Charges is the **1st day of January, 2015**.

This Service Agreement applies to the following Plan(s) (check all that apply):

- Flexible Spending Account Plan (FSA)
- Limited Purpose Flexible Spending Account Plan (LPFSA)
- Health Reimbursement Account (HRA)
- Qualified Transit Benefit Plan (QTB)

This agreement includes debit card for some or all of the plans or services within said plans noted above.  YES  NO

The Employer shall pay the following fees and charges:

- a) For participants enrolled in the one benefit only: **\$4.35** per participant per month. For participants enrolled in two benefits: **N/A**. There is a **\$75.00** per month minimum administration fee per Plan indicated above. “Benefit” is defined as: Medical, Dependent Care or both is one FSA benefit; Parking, Transit or both is defined as one QTB benefit; Health Reimbursement Account is one HRA Benefit. For this purpose, “participant” means any person enrolled in the Plan (e.g., active employee, former employee, or the spouse or dependent of an active employee or former employee for whom an account is maintained for claim submission). The monthly administration fee shall be based on the number of participants on the first day of the plan year and adjusted monthly as necessary to reflect changes in participant count. Billing for terminated participants and non-re-enrolling participants will continue through the participants’ run-out date as defined in the Plan Document. LBS shall bill the administration fee monthly, and payment shall be due within 30 days of the date billed, **except as noted in M below**. *Note: LBS may adjust the monthly administration fee if it will incur increased expenses as a result of changes to the Plan design or participation increases by 20% or more over plan year beginning participant count for 3 consecutive months. Such adjustment shall be effective as of the date such Plan changes take effect or on the monthly invoice following the 3<sup>rd</sup> month where participation increased by 20% or more.*
- b) The administration fee for the run-out period following the end of a Plan Year shall be covered in the administration fees for the following Plan Year unless the Plan or this Agreement is terminated, in which case the administration fees for the run-out period shall be billed and due at the beginning of the run-out period. The number of run-out period days is defined in the Plan Document.
- c) LBS reserves the right to assess additional administrative charges of **\$100.00** per hour (one hour minimum) if the Employer provides incorrect Plan design data, transmits data in a format

*Lifetime Benefit Solutions, Inc. Service Agreement Appendix A – Fees and Charges*

other than LBS' EDI format, requests additional Plan design changes after the open enrollment period, or requests any additional services or customized reporting.

- d) LBS will provide electronic copies of enrollment kits and reserves the right to charge for hard copy Enrollment Kits.
- e) **\$125.00** for each on-site employee enrollment presentation or benefit fair, plus LBS' travel costs, provided the Employer pre-approves such travel expenses. (LBS shall not be obligated to attend any on-site employee enrollment presentation or benefit fair outside Monroe County or Onondaga County New York if LBS and the Employer are unable to agree on reasonable travel expenses.) All travel expenses, including lodging expenses, will be billed directly to the Employer.
- f) **\$50.00** for each Automated Clearinghouse Transaction (ACH) that fails due to insufficient funds.
- g) A one-time implementation fee of \$0.00.
  - (i) For FSA, LPFSA and HRA Plans, this fee includes initial set-up of the plan in the system and the preparation of a Plan Document and Summary Plan Description.
  - (ii) For FSA and LPFSA Plans, this fee also includes an Administrator's Guide containing a Plan overview, summary of services, guidelines for implementation, definitions, requirements, and answers to commonly asked questions.
- h) For FSA and LPFSA Plans only: an annual compliance service fee of **\$N/A** for non-discrimination testing as required under Federal tax law.

For HRA Plans only: Annual compliance service fee of **\$275.00**.

- (i) Please indicate if LBS is engaged to assist with testing compliance with the non-discrimination eligibility requirements of Section 105(h) IRC.

Yes or  No Fee to be provided by quote

(ii) Employer shall be responsible to promptly pay or reimburse LBS for all taxes and fees that arise out of, or relating to, this Agreement, except taxes on LBS' net income. Taxes and fees payable by the Employer include, without limitation, taxes and fees applicable to the transitional reinsurance program under the Affordable Care Act, or similar initiatives. Unless prohibited by law, LBS reserves the right to fund these tax payments by adjusting its administrative fees to pay such taxes upon written notice to Employer.

- i) For FSA, LPFSA and HRA Plans only: **\$300.00** for preparation of each Plan amendment or restatement, and if required, a corresponding summary of material modification.
- j) For FSA, LPFSA and HRA Plans only: **\$300.00 per Plan** for the completion of an IRS Form 5500, if requested.
- k) Requests for services that are not of a routine nature including, but not limited to, requests for special reports, requests for copies of Plan specific claims, correction due to late or erroneous Employer data, Employer audit assistance, research to answer Employer specific questions, and communicating and consulting with the Employer's representatives (including but not limited to the Employer's broker, consultant, or attorney) will be provided at the rate of **\$100.00** per hour, with a minimum charge of one hour. For any significant services, as mutually agreed to between LBS and the Employer, LBS will provide the Employer with an advance estimate of the cost and timeline for the service. (Requests for copies of Plan specific claims must be

*Lifetime Benefit Solutions, Inc. Service Agreement Appendix A – Fees and Charges*

accompanied by an electronic file containing the Social Security numbers of the participant(s) who filed the claim(s) (or other mutually agreed upon participant identifiers), and all copies of Plan specific claims will be provided only in electronic format).

- l) If this Agreement is terminated by the Employer before the end of any Plan Year for any reason other than a material breach of the Agreement by LBS that is not corrected within thirty (30) days after LBS receives written notice of such breach, or if this Agreement is terminated by LBS before the end of any Plan Year due to the Employer's failure to pay the fees and charges provided herein, a termination fee equal to:
  - (i) **Fifty cents (\$0.50)** for each participant in the Plan during the last month the Agreement is in effect or **\$99.00** whichever is greater; multiplied by the number of months less than 12 that this Agreement is in effect during the Plan Year in which it is terminated.

Such amount shall be due and payable upon the date the Agreement is terminated.

- m) If this agreement is terminated as of the end of any Plan Year, LBS will provide to the client an invoice covering the remaining months of service to be provided, including any run-out period selected by the client, calculated using the then current enrollment count, which shall be due upon receipt. LBS reserves the right to withhold services until such time as the invoice is paid in full.
- n) For HRA and FSA only: In the event taxes or fees related to Comparative Effectiveness Research (CER), the Patient-Centered Outcomes Research Institute, or similar initiatives, are applicable to the HRA or FSA, then LBS shall provide Employer with reports necessary for Employer to calculate and be responsible to pay all taxes and fees applicable to such programs.

IN WITNESS WHEREOF, the parties have executed the Lifetime Benefit Solutions, Inc. Service Agreement and this Appendix A – Fees and Charges effective as of the date written above.

<b>Employer:</b>	<b>LIFETIME BENEFIT SOLUTIONS, INC:</b>
Print: _____	Print: <u>Thomas D. Cauthorn</u>
Sign: _____	Sign: _____
Title: _____	Title: <u>President</u>
Date: _____	Date: <u>November 10, 2014</u>
<b>Plan:</b>	

Signature of person authorized to sign on behalf of the Plan (i.e., Plan Administrator or member of the Administrative Committee as defined in the Plan Document).

Print: _____	Title: _____
Sign: _____	Date: _____



C5

## Lifetime Benefit Solutions, Inc. Service Agreement

This Agreement shall be made effective as of the date identified in Appendix A - Fees and Charges. The Agreement shall be by and among (1) the "Employer" identified in Appendix A - Fees and Charges, (2) Lifetime Benefit Solutions, Inc. (LBS) with its principal office at 70 Metro Park, Rochester, NY 14623 and (3) the Employer's "Plan" as identified in Appendix A - Fees and Charges, and sets forth the basis on which LBS agrees to provide administrative services for the Plan. Allowable Plan types associated with this Agreement are Flexible Spending Accounts (FSA), Limited Purpose Flexible Spending Accounts (LPFSA), Health Reimbursement Accounts (HRA) and Qualified Transportation Benefits (QTB).

In consideration of the mutual covenants contained herein, the Employer and LBS agree as follows:

### I. Claims Administration

#### A) The Employer shall:

- 1) Furnish LBS with copies of all Plan documents and any Summary Plan Description, if applicable, in existence on the effective date of this Agreement, and shall promptly provide LBS with copies of any such subsequent Plan amendments and changes to the Summary Plan Description, other than any document which is identical to a document LBS helped prepare.
- 2) Operate the Plan consistent with the Plan Documents and this Agreement.
- 3) Determine and periodically provide LBS with a list (Web enrollment or electronic file preferred) of the employees eligible to participate in the Plan, including full enrollment records (demographic and Plan elections/contributions) at least thirty (30) days before the beginning of each Plan year.
- 4) Provide LBS, via electronic file, with a listing of employer Plan contributions, and FSA, LPFSA and/or QTB Plan contributions deducted from each participant's paycheck (including the amount and frequency). In the absence of a file, LBS will post contributions based on enrollment form data.
- 5) For HRA and QTB Plans only: Notify LBS of the date contributions which are not used to pay expenses incurred in a Plan year should be credited to participants' accounts and be available to pay expenses incurred in the next Plan year.
- 6) Comply with LBS' Electronic Data Interchange (EDI) formats for transfer of electronic data.
- 7) Send LBS any other information or data required and requested by LBS to perform the services specified in this Agreement.
- 8) Comply with all Plan reporting and disclosure requirements under the Internal Revenue Code of 1986 (the "Code") and, if applicable, the Employee Retirement

*Lifetime Benefit Solutions, Inc. Service Agreement*

Income Security Act of 1974 ("ERISA"), as amended, and other laws and regulations.

- 9) Authorize LBS to electronically withdraw funds from the Employer's specified account(s) for claim reimbursement payments.
- 10) For FSA, LPFSA and HRA Plans only: For each participant who elects the Automatic Claims Transfer option, authorize the insurance carrier to transfer eligible expense information directly to LBS for processing FSA or HRA claims.
- 11) For HRA, FSA and LPFSA Plans only: LBS may rely on the accuracy and validity of information described in Section I(A)(10) and any other information received from the insurance carrier to process HRA, FSA and/or LPFSA claims and to adjudicate Health Spending Card transactions.
- 12) If the Employer elects the Health Spending Card option for debit card payments to be made directly to service providers:
  - i) establish such accounts, enter into such written agreement(s), and sign such documents as are required by debit card Bank. (or other service provider selected by LBS) for participants to have claims paid through debit cards, including entering into a deposit account agreement, unless waived by debit card Bank, and signing an "Automated Clearing House authorization" for automatic debits and credits; and
  - ii) at all times, maintain in the account from which automatic debits will be drawn and to which automated credits will be transferred, any minimum account balance required by debit card Bank as per the terms of the separate Settlement Agreement with debit card Bank (or required by the bank selected by debit card Bank) to present automatic debits and credits.

Note: Notwithstanding the above and any other provision of the Agreement, the Health Spending Account debit card may not be elected for certain restricted purpose HRAs.

- 13) Disclose in writing and in advance to participants any fees, charges or expenses that may be deducted from their accounts, including, but not limited to, charges for reimbursement payments made outside the reimbursement schedule specified in this Agreement, check stop payment charges and charges for additional LBS debit cards.
- 14) Review all periodic reports, including contributions, check registers, account balance detail and any other reports as may be provided or requested, for accuracy. In the event the Employer fails to notify LBS of any issues, errors and/or incorrect data within 90 days of the report date, the accuracy of the report is deemed accepted and LBS shall be released from any financial obligation with respect to any issue, error or incorrect data in the report.

**B) LBS shall:**

- 1) Provide the Employer with claims reimbursement forms and instructions, and provide participants customer service support for the Plan.
- 2) Provide the Employer with EDI specifications to conduct electronic file transfer.
- 3) Maintain a list of participants based on information provided by the Employer pursuant to paragraph I(A)(3) above.
- 4) Process claims and issue account statements in accordance with this Agreement and LBS' standard claim administration procedures and practices; make participant statements accessible to participants on LBS' website. For LPFSA Plans, "standard claim administration procedures" means LBS' standard claim administration procedures for dental and vision only claims.
- 5) Defer to the Employer's final decision on any disputed claim and any other claim that the Employer may specify.
- 6) Issue claims reimbursement payments weekly. However: (i) if the normal claims reimbursement payment day is not a business day, claims reimbursement payments will be issued no later than the next business day, and (ii) if the Employer elects the Health Spending Card option for debit card payments to be made directly to service providers, payments made directly to the service providers shall be made at any frequency and amount, subject to any minimum amount that may be required by an individual service provider.
- 7) Request substantiation receipts from participants for LBS debit card transactions, unless LBS can otherwise substantiate transactions. If a participant transaction cannot be substantiated, LBS has the right to discontinue the Health Spending Card for that participant.
- 8) Enforce a \$30 minimum for claim reimbursement checks, except: (i) as noted above, for payments to service providers in accordance with the Health Spending Card option; and (ii) final payment for claims made before the end of the run-out period (described in subsection (9) below).
- 9) Allow a run-out period, as identified in the Plan Document, following the end of each Plan year for submission of claims incurred during the Plan year.
- 10) Make reports accessible to the Employer on LBS' website.
- 11) Make LBS' Enrollment website service available to the Employer to: (i) allow the Employer to input enrollment information; or (ii) for FSA, LPFSA and QTB Plans, allow the participant to input enrollment information.
- 12) Make electronic enrollment communications accessible to the Employer on LBS' websites. LBS reserves the right to charge for hard copy enrollment kits as set forth in Appendix A.
- 13) If requested by the Employer, produce special reports of a non-routine nature and provide special services; provided, however, the cost of such reports and services shall be borne by the Employer and shall be in addition to the fees provided in Appendix A - Fees and Charges.

- 14) Maintain a record of all Plan paper claims, standard and special reports, employee elections and/or employer contributions, and design specifications for a period of one year following the Plan year the report was created, the Plan year for which the employee election and/or employer contribution was made, or the last Plan year the design specification applied (as the case may be), unless its obligation to retain the same ends sooner pursuant to Section VII. LBS will scan and retain manually submitted claims in electronic form for a period of six years. LBS will retain Health Spending Card claims data in electronic form for a period of six years and such Debit card claim data will include the participant's name and Social Security number, the transaction number, payment date and payment amount. It shall be the Employer's responsibility to maintain records, data and information relating to the Plan for any longer period of time required under the Code, and if applicable, ERISA and other law.
- 15) Be available to consult with the Employer concerning any disputed claim, any changes to the claims administration procedures and practices, and benefit and Plan design issues.
- 16) For HRA Plans subject to Patient Protection and Affordable Care Act ("PPACA") external claim review requirements, contract with at least three organizations that qualify as an independent review organization ("IRO") under PPACA and make them available to conduct external reviews of adverse benefit determinations and final adverse benefit determinations. LBS' contract with any IRO shall obligate the IRO to process and conduct external reviews in accordance with PPACA requirements and regulations issued there under. The fee for external claim review services is in addition to the fees listed in Appendix A. LBS shall inform the Employer of the fee for external claim review services before, or at the time, an external claim review is requested by a claimant. If the Employer declines to utilize the IROs for any external claim review, the Employer shall be solely responsible for satisfying PPACA external claim review requirements.
- 17) Periodically report to the Employer on matters of general interest with respect to the Plan including, by way of example, problems of a recurring nature, local situations, and potential misuses of benefits.
- 18) Provide the additional services indicated in Appendix A.

**II. Relationship of the Parties**

The legal relationship of LBS to the Employer shall be exclusively that of an independent contractor. LBS shall process claims in strict accordance with the claims criteria determined by the Employer and communicated to LBS. LBS shall not:

- 1) have any discretion to approve or deny Plan claims, or any other discretionary authority or responsibility in the administration of the Plan;
- 2) have any authority or control with respect to the management or disposition of Plan assets, or hold any Plan assets;

- 3) if ERISA is applicable, be the "administrator" of the Plan as defined in Section 3(16) of ERISA, or a "named fiduciary" as defined in Section 402(a)(2) of ERISA, or a "fiduciary" as defined in Section 3(21) of ERISA, with respect to the Plan;
- 4) be responsible for ensuring that the Plan complies with any requirement under the Code and, if applicable, ERISA or other law, or be liable to the Employer or any person if the Plan fails to comply with any such requirement;
- 5) except for LBS' obligations set forth in Section V below, be responsible for ensuring that the Plan complies with HIPAA requirements, or be liable to any person if the Employer fails to comply with any such requirement; or
- 6) ensure payment of any Plan claim, or have any duty or authority to enforce the Employer's obligation to pay any Plan claim.

### **III. Employer's Representations**

The Employer represents to LBS that:

- 1) if ERISA is applicable, the Employer is the "administrator" of the Plan as defined in Section 3(16) of ERISA, or that another person (other than LBS) has been duly appointed by the Employer to be the "administrator";
- 2) all instructions and information received by LBS from the Employer or its representatives shall be authorized by the Employer and shall be in accordance with the terms of the Plan and HIPAA; and
- 3) the Employer shall notify LBS in writing prior to any sale, acquisition, merger, reorganization or other similar change relating to the Employer's status as the sponsor of the Plan.

### **IV. Fees**

The Employer shall pay to LBS a monthly administration fee during the continuance of this Agreement, and such other fees as set forth in Appendix A - Fees and Charges, subject to any changes made in accordance with this Section IV.

- 1) LBS may change any of its fees set forth in Appendix A - Fees and Charges by giving the Employer written notice of the change at least ninety (90) days prior to the effective date of the change.
- 2) If LBS will incur increased expenses as a result of a significant Plan change, LBS may also increase its monthly administration fee set forth in Appendix A - Fees and Charges. Such increase shall be commensurate with any anticipated increased expenses, and shall be effective as of the date such Plan change takes effect. LBS will provide the Employer with written notice of the fee increase within sixty (60) days after being informed by the Employer of the Plan change. One-time fees may be assessed to reprocess any

transactions affected by the Plan change if the change is communicated to LBS after the effective date or with less than ten (10) business days to effect the change in the system.

- 3) If monthly Plan participant counts change as a result of retroactive additions or terminations in employee elected accounts, LBS will issue a retroactive adjustment on the invoice generated immediately following LBS receiving the information necessary to effect said changes. The retroactive adjustment will not exceed more than 90 days for any one participant.

The retroactive addition of participants due to employer funded accounts for the Plan Year will result in retroactive billing back to the effective date of the employer funded account (date from which participants may submit incurred claims).

- 4) Any agreements between the Employer and their insurance or benefit broker to have the broker pay any or all of the fees under this agreement shall not reduce or eliminate the Employer's responsibility for the fees that become due and payable under this Agreement. In the event that a broker invoice for services rendered under this Agreement remains outstanding after 60 days, LBS has the right to demand payment from the Employer.

## **V. HIPAA Privacy and Security Requirements**

This Section V applies to FSA, LPFSA and HRA Plans only.

LBS acknowledges that it is a business associate (as defined in 45 Code of Federal Regulations (CFR) §160.103) of the Plan and, as such, is required to provide assurances that it will comply with the same privacy and security safeguard obligations that apply to the Plan with respect to protected health information. Therefore, LBS and the Plan and/or Employer will enter into a separate written agreement obligating LBS to comply with such privacy and security safeguard obligations, and to amend such separate agreement as necessary or advisable from time-to-time to comply with and reflect current or future legislation, regulations or rules relating to HIPAA. If LBS and the Plan and/or Employer fail to agree on terms of said separate agreement then, notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately upon written notice of termination to the other party, as set forth in Article VII of the Agreement, without penalty.

## **VI. Liability and Indemnity**

LBS does not insure or underwrite the liability of the Employer under the Plan. The Employer retains all responsibility for paying all claims made under the Plan and all expenses incident to the Plan.

LBS shall not be liable to the Employer, any participant, or any other person for: (i) any act or omission that is undertaken in good faith and is not found to constitute negligence, willful misconduct or a breach of this Agreement; (ii) relying on Plan documents, data or information

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provided to LBS by the Employer or its representatives; (iii) making any change to the Plan document, a Plan amendment, Summary Plan Description, Summary of Material Modification, or any other Plan related document, which LBS is directed to make by the Employer, its employee, broker, consultant, attorney or other agent; (iv) relying on instructions from the Employer or its representatives; and (v) following instructions of the Employer or its representatives before LBS has received written notice of any sale, acquisition, merger, reorganization or other similar change relating to the Employer's status as the sponsor of the Plan. LBS is entitled to conclusively rely on the authenticity of any notice or other communication received from another party so long as it reasonably believes the notice or other communication to be genuine. Furthermore, LBS shall not be responsible for losses caused directly or indirectly by conditions beyond its reasonable control, including but not limited to war, natural disaster, strikes, interruptions of power, communications or data processing services.

The Employer and LBS each agree to indemnify and hold the other, and its directors, officers, employees, and agents, harmless against any and all claims, demands, losses, damages, penalties, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and disbursements) (hereinafter collectively referred to as "liability") arising under this Agreement where such liability is the result of the negligent act or omission of, or breach of this Agreement by, the indemnifying party or its director(s), officer(s), employee(s), or agent(s). If the Employer elects the LBS Debit card option for debit card payments to be made directly to service providers, the parties agree that the Employer's indemnification obligation hereunder covers any liability LBS may incur as a result of any failure to maintain in the account from which automatic debits are drawn, and to which automated credits are transferred, any minimum account balance required by debit card Bank as per the terms of the separate Settlement Agreement with debit card Bank (or such other service provider selected by LBS) or required by the bank selected by debit card Bank (or such other service provider) to present automatic debits and credits. The Employer and LBS each agree to provide the other with prompt notice of any written or oral claim or demand or of any facts that could result in an indemnification claim against the other party pursuant to this provision, and to afford the other party all opportunity, as is permitted by applicable law, to participate in the defense and/or settlement of such matter.

The provisions of this Section VI shall survive the termination of this Agreement.

## **VII. Term of Agreement**

A. This Agreement is effective as of the date established in Appendix A - Fees and Charges and shall continue until terminated in accordance with one of the following provisions:

- 1) By mutual consent of the parties.
- 2) If the Employer elects the Health Spend Card option for payments to be made directly to service providers, by LBS immediately upon notice after any failure to maintain in the account from which automatic debits are drawn, and to which

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automated credits are transferred, any minimum account balance required by debit card Bank as per the terms of the separate Settlement Agreement with debit card Bank (or such other service provider selected by LBS) or by the bank selected by debit card Bank (or such other service provider) to present automatic debits and credits.

- 3) Upon thirty (30) days advance written notice given to LBS following LBS' failure to correct any material breach of this Agreement within thirty (30) days after receiving written notice of such breach.
  - 4) On the last day of the calendar month following the month in which one party gives the other parties written notice of its intention to terminate this Agreement (or on such later date specified in the notice).
  - 5) Upon the Employer's non-payment of any of the fees or charges set forth in Appendix A - Fees and Charges (or any additional fees or charges for services as agreed upon by the Employer and LBS) for a period of 30 days.
  - 6) For FSA, LPFSA and HRA Plans only, in accordance with Section V in the event of a breach of LBS' obligations under Section V.
- B. Provided the Employer has paid all fees and charges owed to LBS under this Agreement, upon termination of this Agreement and at the request of the Employer, LBS shall use its best efforts to transfer to the Employer (or successor service provider designated in writing by the Employer) such records, reports, data and information necessary for the continued administration of the Plan. The cost for transferring records, reports, data and information shall be billed to the Employer at the rate specified in Appendix A - Fees and Charges for non-routine services. If LBS does not receive a request to transfer such records, reports data or information by the earlier of the date 12 months after the date this Agreement is terminated or the date its obligation to retain the same ends under Section I, LBS shall have no further duty to retain any records, reports, data and information in its possession relating to the Plan.

### **VIII. Miscellaneous**

- 1) The Employer and the Plan agree not to disclose this Agreement, or any terms of this Agreement, to any other party without LBS' prior written consent, except as such disclosure may be required by law.
- 2) Any notice given to a party under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested, to the address for that party shown above, or to any new address for that party designated by notice. Any notice that is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt.
- 3) All understandings and agreements previously made by and among the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This

*Lifetime Benefit Solutions, Inc. Service Agreement*

Agreement may not be changed or terminated, nor any of its provisions modified or waived, except in a writing signed by all of the parties to this Agreement.

- 4) Headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 5) This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.
- 6) All legal questions pertaining to this Agreement shall be determined in accordance with the laws of the State of New York. The venue of any action arising under this Agreement shall be in Monroe County, New York. The parties hereby waive all rights to a jury trial of any action arising out of this Agreement to the extent permitted by law.
- 7) This Agreement may be executed, as evidenced in Appendix A - Fees and Charges hereto, in duplicate, and each shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have executed the Lifetime Benefit Solutions, Inc. Service Agreement and Appendix A – Fees and Charges effective as of the date written above.

<b>Employer:</b>	<b>Lifetime Benefit Solutions, Inc.:</b>
Print: _____	Print: _____
Sign: _____	Sign: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Plan:**  
Signature of person authorized to sign on behalf of the Plan (i.e., Plan Administrator or member of the Administrative Committee as defined in the Plan Document).

Print: _____	Title: _____
Sign: _____	Date: _____

Item E,  
(1-2)

**Daniel Boccardo**

---

**From:** Tony Burkinshaw  
**Sent:** Tuesday, December 09, 2014 1:21 PM  
**To:** Daniel Boccardo  
**Subject:** FW: Fridge & Freezer  
**Attachments:** IMG956185.jpg; IMG959479.jpg; IMG959796.jpg; IMG954971.jpg

Tony Burkinshaw  
315-635-5999  
Like us on Facebook:  
Lysander Parks & Recreation

-----Original Message-----

From: Tony Burkinshaw  
Sent: Wednesday, December 03, 2014 1:08 PM  
To: John Salisbury ([supervisor@townoflysander.org](mailto:supervisor@townoflysander.org))  
Cc: 'Lysander Ice'  
Subject: Fridge & Freezer ✓

surplus

Add to Agenda to declare as Surplus and not functional/operational.

We are looking into donations and discounted items to replace them one the Snack Bar is up and fully operational ...

Thanks,  
Tony Burkinshaw  
315-635-5999  
Like us on Facebook:  
Lysander Parks & Recreation

-----Original Message-----

From: [3158578452@vzwpix.com](mailto:3158578452@vzwpix.com) [<mailto:3158578452@vzwpix.com>]  
Sent: Wednesday, December 03, 2014 1:04 PM  
To: Tony Burkinshaw  
Subject: Fwd:

Here are photos of the fridge and freezer. They are both shot.

**Daniel Boccardo**

---

**From:** Tony Burkinshaw  
**Sent:** Tuesday, December 09, 2014 1:21 PM  
**To:** Daniel Boccardo  
**Subject:** FW: Popcorn machine  
**Attachments:** IMG953931.jpg

Tony Burkinshaw  
315-635-5999  
Like us on Facebook:  
**Lysander Parks & Recreation**

**From:** Tony Burkinshaw  
**Sent:** Wednesday, December 03, 2014 1:04 PM  
**To:** John Salisbury (supervisor@townoflysander.org)  
**Cc:** 'Lysander Ice'  
**Subject:** FW: Popcorn machine ✓

Surplus

Add to Agenda to declare as Surplus and not safe to use and the proposal to purchase a new one not to exceed \$1,000

Tony Burkinshaw  
315-635-5999  
Like us on Facebook:  
**Lysander Parks & Recreation**

Buy popcorn  
M. King

**From:** tonyburkinshaw@gmail.com [mailto:tonyburkinshaw@gmail.com]  
**Sent:** Wednesday, December 03, 2014 12:35 PM  
**To:** Tony Burkinshaw  
**Subject:** Popcorn machine

**Daniel Boccardo**

---

**From:** Tony Burkinshaw  
**Sent:** Tuesday, December 09, 2014 1:41 PM  
**To:** Daniel Boccardo  
**Cc:** Lysander Ice Arena  
**Subject:** Work from the Highway Dept.

Agenda Items:

Work to be done by the Highway Dept.

- To move of rubber flooring from Lysander Ice Arena to be stored at Lysander Park Maintenance Barn during the Hockey Season and back to the Ice Arena in April
- Welding of a cracked Hockey Goal

*Alendy*

Tony Burkinshaw  
315-635-5999

Like us on Facebook:

**Lysander Parks & Recreation**

*2 Hens  
Same Resolution*

Item H,  
(1-3)

**Daniel Boccardo**

---

**From:** Tony Burkinshaw  
**Sent:** Tuesday, December 09, 2014 1:42 PM  
**To:** Daniel Boccardo  
**Cc:** Lysander Ice Arena  
**Subject:** FW: hot water  
**Attachments:** TOWN LYSANDER ICE ARENA MIX VALVES.docx

Agenda Item:

To move forward with town mechanical to fix our hot water issues & the mixing valves ... attached is the quote.

Tony Burkinshaw  
315-635-5999  
Like us on Facebook:  
**Lysander Parks & Recreation**

**From:** John Rudy [<mailto:jrudy@townmechanical.com>]  
**Sent:** Tuesday, November 25, 2014 1:38 PM  
**To:** Town Recreation  
**Subject:** hot water

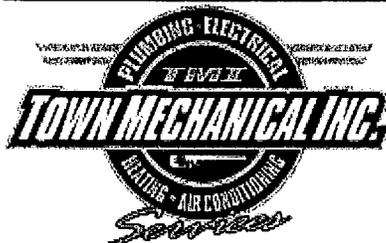
Hi tony,

Please see attached quote to correct the hot water flow and distribution.

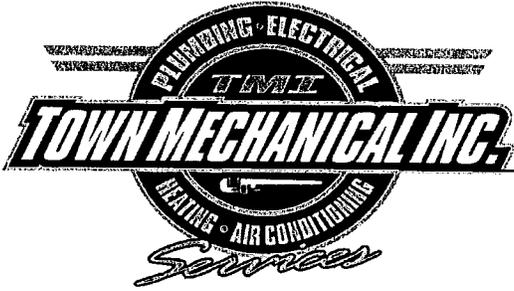
Happy Thanksgiving! J

**John Rudy**

Town Mechanical Inc.  
7786 Vicki Lane  
Baldwinsville, NY 13027  
315-635-5515 phone  
315-638-2224 fax  
[www.townmechanical.com](http://www.townmechanical.com)  
[www.aroundtownplumbingandheating.com](http://www.aroundtownplumbingandheating.com)



H2



# **AROUND TOWN PLUMBING & HEATING**

7786 Vicki Lane Baldwinsville, NY 13027

Phone: 315-635-5515 Fax: 315-638-2224

## **PROPOSAL**

Date: 11-25-14

To: TOWN OF LYSANDER 8220 LOOP RD. BALDWINSVILLE, N.Y. 13027

ATT: Tony Burkinshaw / [recsupr@townoflysander.org](mailto:recsupr@townoflysander.org) / 857-8452 Fax: 635-1515

Re: ICE ARENA

*Town Mechanical Inc. is pleased to quote the following:*

**Scope of Work:** HOT WATER

REMOVE AND REPLACE (2) DOMESTIC HOT WATER TEMPERING /MIXING VALVES  
VALVES TO BE CODE ACCEPTED LEAD FREE

VALVES WILL CORRECT PROBLEM OF HOT WATER TEMPATURE DISTRIBUTION TO  
VARIOUS LOCATIONS WITHIN BUILDING

**Excludes:**

**Notes:**

**Quoted Price For Above Work: \$1175.00**

**USD, Plus Applicable NY Sales Tax.**

*(If the WORK or Customer is Tax Exempt, then an ST-124 or Tax Exempt Certificate must be returned with this Accepted Quote)*

**Payment Due In Full: NET 30**

H3

**Conditions:** This Quote may be withdrawn if not accepted and returned within 30 Days. All Parts and workmanship are guaranteed to be supplied and performed as specified; while the Parts carry the Manufacturer's standard Warranty, and Town Mechanical's (TMI's ) Work is warranted for a period of one year from the date of completion. Excluded from TMI's Warranty are: Acts Of God and Labor, Parts, and Equipment Supplied or Installed By Customer or Others. Any required or customer requested deviation from the above SCOPE OF WORK involving extra costs shall become additional charges to customer-over and above the within Quoted Price. TMI's performance and completion of work is contingent upon delays that are caused by customer or are otherwise beyond TMI's control. Customer pledges to timely pay the above quoted price plus adders for requested/required additional work-as agreed; without offset, retainage or holdback and customer hereby acknowledges that a Finance Charge of 1.3% Monthly (16% Annually) shall accrue on all past due obligations, and that if TMI is forced to employ an Attorney to collect payment, the Customer agrees to fully reimburse TMI for all collection costs including Attorney's fees, Court Costs and accrued Finance Charges.

**Customer Acceptance Of Quote:** The within scope of work, quoted price, payment terms, and conditions are hereby acknowledged as acceptable, and customer hereby directs TMI to perform the work as quoted.

**Authorized Customer Signature:** X \_\_\_\_\_

**Dated:** \_\_\_\_\_ ( Print Name): -----

*Respectfully Submitted,*  
TOWN MECHANICAL, INC.

**By:** John Rudy **Date:** 11-25-14

**Estimator:** JOHN RUDY

**Email address:** jrudy@townmechanical.com

**cell #:** 315-857-7158

## EXECUTIVE SUMMARY

The General Project Plan (GPP) for the Timbers Residential Golf Community Amendment No. 4 was completed to provide consistency within the previously approved amendments of the GPP and modify land use tables and building requirements to match the current housing market trends.

The GPP for The Timbers Residential Golf Community was initially reviewed and approved by both the Planning Board and Town Board of the Town of Lysander. The review of the GPP was conducted in an open forum over a period of months with substantial input from board members, government agencies and the general public. The GPP was subject to a coordinated review under the State Environmental Quality Review Act (SEQRA) where interested and involved agencies, as well as the general public were provided an opportunity to comment on the proposed development. Environmental issues were all resolved to the satisfaction of all interested and involved agencies and the Planning and Town Boards. Additionally, GPP Amendments No. 1 -3 were reviewed and approved by the Town of Lysander.

GPP Amendment 1 Approved: 5/24/2007

GPP Amendment 2 Approved: 6/22/2009

GPP Amendment 3 Approved: 2/8/2013

The GPP has, from its inception, been a roadmap and plan for the project while allowing for subtle variations in the plan as each new neighborhood and development occurs. The intent of the Town's Planned Unit Development (PUD) legislation is that the GPP is to provide the town with development guidelines for the PUD. These general development guidelines would then be reviewed in greater detail with individual applications for subdivision and site plan reviews.

The project sponsor believes the proposed GPP modifications do not rise to a level of requiring a coordinated review under SEQRA, as these items have been previously reviewed during past approvals. The project sponsor makes this assertion because the proposed modifications will not affect:

- The overall project density remains at 665 units.
- There will be no increase in trip generation or effect to the existing road network and level of services based upon GPP amendment. Future review of the traffic will be triggered when 468 residential units have been constructed.
- The project construction phasing will remain consistent with the original GPP. Minor modification in sections has been updated.
- The proposed amendment does not impact State and Federal Wetlands, storm water management and erosion control or cultural resources.
- Private or Public utilities
  - No changes will be made to existing approved plans for installation of water, sanitary sewer, storm sewer, electric, gas, cable TV, or telephone.









