

AGENDA ATTACHMENTS

MAY 3, 2018

TOWN BOARD MEETING

617.20  
Appendix B  
Short Environmental Assessment Form

**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Property Re-zone - use for business			
Project Location (describe, and attach a location map): 8671 Oswego Rd. Baldwinsville, NY 13027- (LOT 3) -see attached.			
Brief Description of Proposed Action: Please see attached-			
Name of Applicant or Sponsor: Dan Pollock		Telephone: 	
		E-Mail: 	
Address: 8697 Oswego Rd			
City/PO: Baldwinsville		State: NY	Zip Code: 13027
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: NYS DOT for driveway			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?			4.3 acres
b. Total acreage to be physically disturbed?			under 1 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			48 acres
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Daniel R. Pollock</u>	Date: <u>4-3-18</u>	
Signature: <u>[Signature]</u>		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

SEAF

"B"

FOR CODIFICATION

TO FOLLOW

# GENERAL CODE

A Member of the ICC Family of Companies

781 Elmgrove Road  
Rochester, New York 14624-2991  
(800)836-8834 \* Fax(585)328-8189

1124

Invoice No: PG000014965  
Invoice Date: 4/26/2018  
Due Date: 5/26/2018  
Terms: Net 30  
PO#:

Town of Lysander  
Ms. Dina Falcone  
8220 Loop Road

Customer No: LY0932

Baldwinsville NY 13027

Qty	Description	Amount
1	Balance of the Code contract	\$2,062.50
1	Substantive Code Revisions (change in project scope)	\$2,284.00
1	Additional Legislation	\$2,100.00

Subtotal	\$6,446.50
S&H Charges	\$0.00
Tax	\$0.00
Pmt Rec'd	\$0.00
Total Due	\$6,446.50

Interest will be charged on all past due accounts at 1.5% monthly.

**Thank you for choosing General Code. We appreciate your business.**

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### Voucher Form (if required)

#### Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

*Kimberly B. Penella*

Accounting Administrator

4/26/2018

Account Charged \_\_\_\_\_ Payment Record: Check # \_\_\_\_\_ Dated \_\_\_\_\_

Department Approval \_\_\_\_\_ Date \_\_\_\_\_

" F "

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

May 1, 2018

Lysander Town Board  
8220 Loop Road  
Baldwinsville, NY 13027

Re: Longview at Radisson Phase 1

Subj: Road & Utility Acceptance

Dear Town Board Members:

I have conducted a final punch list inspection of the following street and utilities which compromise the acceptance of the roads and utilities included in Longview at Radisson Phase I project. The Longview at Radisson Phase I project contains the roadway and associated utilities for the street listed below.

<u>Street</u>	<u>Length</u>
Longview Terrace	0.176 miles

The streets were designed and constructed to conform to the Highway Construction Specification Ordinance of the Town of Lysander and are in satisfactory condition.

Attached is a punch list of work items which remain to be completed. The value of the punch list is \$36,400 which I recommend as the amount of the performance bond or other security to be established by the Town Board and deposited by the developer.

Please note that in addition to the street, this project will involve the deeding of drainage facilities and sanitary sewer facilities. It is my understanding that the necessary special districts is in place, however I am not aware that the required deeds, utility easements, or other legal documents have been tendered to the Town Attorney. I recommend that the Town Board require the developer to submit the documents referenced above to the Town Attorney prior to final acceptance and dedication of the roadway and utilities by the Town Board. The developer will also need to provide an as-built drawing for the Town owned infrastructure included in the project and have the required roadway guiderails installed prior to the board passing a resolution for dedication of the roads and utilities.



In addition to the punch list security the developer will also be required to post a maintenance guarantee. The Town Code allows the Town Board to set the amount of the required guarantee between 25% and 100% of the project value. I estimate the value of the roadway, sanitary sewer and drainage utilities to be approximately \$335,750 (estimate attached), such that the guarantee could range from \$83,938 (25%) to \$335,750 (100%), at your discretion.

Regards

A handwritten signature in black ink, appearing to read "Allen J. Yager", with a long, sweeping horizontal stroke extending to the right.

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

Attachments

Cc: Bob Shanahan

**Final Punch List**

**Longview at Radisson Phase 1**

April 30, 2018

1. Continued Erosion and sediment control during home construction	\$ 3,000
2. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 25,400
3. Place topsoil, seed and establish turf in road right-of-way	\$ 3,000
4. Clean closed drainage system once all land in the development has been stabilized and the asphalt top course has been placed.	\$ 3,000
5. Install monuments	\$ 2,000
<b>Total</b>	<b>\$ 36,400</b>

**Value of Improvements**

**Longview at Radisson Phase 1**

Roadway – 930LF @ \$160/LF	\$ 148,800
Storm Drainage – 12" Diameter 265 LF @ \$40/LF	\$ 10,600
Storm Drainage – 18" Diameter 79 LF @ \$50/LF	\$ 3,950
Catch Basins & Junction Boxes – 5 @ \$2,000/Each	\$ 10,000
Sanitary Sewers – 1329 LF @ \$100/LF	\$ 139,900
Sanitary Manholes – 1 @\$2,500/Each	<u>\$ 22,500</u>
<b>Total</b>	<b>\$ 335,750</b>

"H"

May 2, 2018

Lysander Town Board  
8220 Loop Road  
Baldwinsville, NY 13027

Re: Whitetail Woods Section B1

Subj: Punch List Security Reduction

Dear Town Board Members:

The developer of the Whitetail Woods development recently completed some of the work included in the attached punch list. At this time it would be appropriate for the board to reduce the punch list security requirement to \$26,250 for this section of the development.

Regards

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

Attachments

Cc: David Alessio, Project Owner

**Final Punch List**

**Whitetail Woods Phase B1**

**January 28, 2016**

***Amended 11/16/16***

***Amended 05/02/18***

<del>1. Repair asphalt binder low points</del>	<del>\$ 9,500</del>
2. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 18,000
3. Place topsoil, seed and establish turf in road right-of-way	<del>\$ 2,500</del> \$ 500
4. Clean closed drainage system and stormwater pond fore bays after placement of the asphalt top course and all land in the development has been stabilized.	\$ 1,000
5. Install monuments	<del>\$ 2,000</del> \$ 750
6. Asphalt binder course for turn around	\$ 6,000
<b>Total</b>	<del>\$ 39,000</del> <del>\$ 29,500</del> <b>\$ 26,250</b>

" I "

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

May 2, 2018

Lysander Town Board  
8220 Loop Road  
Baldwinsville, NY 13027

Re: Whitetail Woods Section B2

Subj: Punch List Security Reduction

Dear Town Board Members:

The developer of the Whitetail Woods development recently completed some of the work included in the attached punch list. At this time it would be appropriate for the board to reduce the punch list security requirement to \$16,750 for this section of the development.

Regards



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

Attachments

Cc: David Alessio, Project Owner

**Final Punch List**

**Whitetail Woods Phase B2**

~~August 23, 2016~~

**Amended 05/02/2018**

1. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 14,000
2. Place topsoil, seed and establish turf in road right-of-way	<del>\$ 2,500</del> \$ 500
3. Clean closed drainage system after placement of the asphalt top course and all land in the development has been stabilized.	\$ 1,000
4. Install Manhole Bench Walls	\$ 500
5. Install monuments	<del>\$ 2,000</del> \$ 750
<b>Total</b>	<del>\$ 20,000</del> <b>\$ 16,750</b>

General Release

Town of Lysander hereby accepts as true and accurate the enclosed billing inventory, Form SL2, and Schedule SL2 for street lighting bill account 80538-82105, reference number 02338-79108, 79738-82108, 79938-82104, 80138-82103, 80338-82109, 80538-82105, 80738-82101, 80938-82107, 81138-82105, 81338-82101, 81538-82107, 81738-82103, 81938-82109, 89695-50005, 98138-81103, 17378-44004, 97371-34001. Town of Lysander further releases, remises, acquits and forever discharges the Company, its successors and assigns, representatives and agents, from any and all manner of claims, demands, damages, debits, liens, sums, costs, obligations, proceedings, causes of action, or suits, relating to billing, pricing, service or metering, whether in contract, tort, tariff, or otherwise, which it, its successors and assigns, now have or hereafter can, shall or may have arising in any way out of, or with respect to, the above-referenced street lighting bill account, or any matter related thereto, including those not yet ascertainable, if any, resulting therefrom at any time prior to and through and including the April 30, 2018.

Town of Lysander

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

Name (print): \_\_\_\_\_

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

An Authorized Representative of Town of Lysander

Date: \_\_\_\_\_

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for the State of New York, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



**NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID  
P.S.C. NO. 214 ELECTRICITY - S.C. NO. 2  
FORM "SL2" - APPLICATION FOR SERVICE**

BY AND BETWEEN NIAGARA MOHAWK POWER CORPORATION AND

Town of Lysander  
(Applicant Name)

8220 Loop Rd Baldwinsville NY 13207  
(Mailing Address)

(hereinafter called "Applicant")

31552-95107  
(Lighting District Reference)

Master Account  
(LD Reference No.)

Date: April 30, 2018

The Town of Lysander of Onondaga County, New York, (hereinafter called "Applicant"), pursuant to the attached authorization dated N/A, hereby applies to NIAGARA MOHAWK POWER CORPORATION (hereinafter called "Company"), to furnish, install, operate and maintain for Applicant an electric lighting system along the streets, roads, highways and/or other public places within the jurisdictional boundaries of such state, municipality or governmental authority that is a party to this agreement. Service to Applicant shall be through a single billing account.

Upon acceptance by Company, this application constitutes an agreement and contract for the furnishing of street lighting service in accordance with the terms and conditions set forth in Service Classification No. 2 of P.S.C. No. 214 Electricity as now on file with the Public Service Commission of the State of New York, or in accordance with the same as from time to time changed or amended and made effective in accordance with the rules of the Commission. This agreement and contract shall be effective for an initial period of 1 year(s) from April 30, 2018 (Date) and hereafter until canceled by either party as provided for in Service Classification No. 2.

Applicant shall pay for the service as described in Schedule "SL2" dated April, 2018 appended hereto and made a part hereof for the facilities installed or to be installed at the effective date hereof, and, whenever the facilities installed to render the service are subsequently replaced, increased or decreased, as provided in Service Classification No. 2, Applicant shall pay for the service in accordance with the listing of the facilities set forth upon a revised Schedule "SL2", which shall at its effective date supersede Schedule "SL2" theretofore in effect. The rates and charges as set forth in the Tariff, as amended from time to time, shall apply to the facilities described and identified in Schedule "SL2".

Company shall secure compensation and pay or provide the same in the manner and to the extent provided for by applicable provisions of the Workmen's Compensation Law for the benefit of its employees, having employments within the provisions of the law and engaged in the performance of the agreement, on account of injuries arising out of or in the course of their employments and Company shall not assign, transfer, convey, sublet or otherwise dispose of the agreement or its right, title or interest therein, or its power to execute the same to any person, company or corporation without previous consent of Applicant; provided that a consolidation or merger in which Company participates shall not be deemed to be within the provisions of this paragraph.

The Company shall not, without the previous written consent of the officer, board or agency awarding this contract, assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest therein or its power to execute such contract to any other person or corporation except that consent is hereby given by the officer, board or agency awarding this contract to the Company to sublet from time to time the installation or maintenance of the facilities required, provided, however, that such consent shall in no way relieve the Company of any of its obligations to Applicant under the terms and provisions of this contract.

All previous agreements and contracts between the parties or their predecessors covering all or a portion of the services provided herein shall terminate on the effective date of this application, except that the obligation of Applicant to pay for services theretofore rendered under any such prior agreements and contracts shall survive. The effective date of this agreement shall be the date of party signing last in time.

ATTEST:

APPLICANT'S DULY AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)  
Date: \_\_\_\_\_

ACCEPTED:

NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
Consumer Representative  
(Title)

David J Hess  
(Print Name)  
\_\_\_\_\_  
4/30/2018  
(Date)