

**Daniel Boccardo**

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**From:** John Salisbury  
**Sent:** Friday, August 14, 2015 10:42 AM  
**To:** John S Osinski  
**Cc:** Daniel Boccardo  
**Subject:** RE: Lions Race for Sight

I will have this on the agenda. It will be an item for the work session which starts at 6pm and a resolution for the regular meeting which starts at 7pm.

John A. Salisbury  
Supervisor Town of Lysander  
8220 Loop Rd  
Baldwinsville NY 13027  
(315) 857-0281  
(315) 635-1515 Fax  
[supervisor@townoflysander.org](mailto:supervisor@townoflysander.org)

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**From:** John S Osinski [<mailto:jsosinsk@syr.edu>]  
**Sent:** Friday, August 14, 2015 9:56 AM  
**To:** John Salisbury  
**Subject:** Lions Race for Sight

John,

Please proceed with bringing the Lions Race for Sight based out of Lysander Park to a vote without the closing of roads as requested by the Board. Please verify that this will be on the agenda for August 24.

Thank you

John S. Osinski  
Secretary, Baldwinsville Lions Club

(315)436-1085 – cell

# Lion's Club Road Race

*Sponsored by the Lion's Club of Baldwinsville*

**Date:** Sunday, May 29, 2016

**Event Time:** 8 am to 6 PM      Access for Setup: 8 to 10 am and Clean Up: 5 to 6 pm

**Vendors:** Will be handled by Lion's Club of Baldwinsville

Contact: John Osinski, Secretary      [josinski120@gmail.com](mailto:josinski120@gmail.com)      phone: 315.638.1855

**Sponsors:**

**Facility:** Utilizing the grounds at the Lysander Town Park on Smokey Hollow Rd

- Community Room, Small & Rotary Pavilion
- Picnic Tables
- Restrooms
- Parking lot

**Parking:** Overflow parking will be designated & mark by Lysander Park Staff on the day of the event

**Payment Agreement:** Lion's Club of Baldwinsville will remit to the Town of Lysander

- Community Room at \$180 / Rotary Pavilion at \$75 & Small Pavilion at \$50
- Vendor's using electricity will pay \$10 per plug to Town of Lysander

**Other Details**

- Lion's Club may be subject to a trash charge, if trash exceeds weekly/monthly pick up.
  - Vendors are to carry in & carry out with their trash
- Lion's Club will be responsible for paying for portable restrooms & hand washing station (2016)
  - Restrooms charge, if our bathrooms are used & left for us to clean
  - Charge will be based on staffed hours it took to clean
- Certificates of Insurance needed from each vendor, including Lion's Club naming the *Town of Lysander* as an additional insured.
  - Certificates are needed in advance in order set up for the event, must be provided to Lysander Parks & Rec. Office
- No political booths or signs.

\_\_\_\_\_  
Lion's Club of Baldwinsville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lysander Parks & Rec.

\_\_\_\_\_  
Date

Approved By Town of Lysander Town Board

\_\_\_\_\_

**Daniel Boccardo**

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**From:** John Salisbury  
**Sent:** Friday, August 14, 2015 10:47 AM  
**To:** Carter, William J:(GenCo-Nuc)  
**Cc:** Al Yager; Daniel Boccardo; Andy Reeves (aoreeves@att.net); Anthony Rivizzigno (arivizzigno@gilbertilaw.com); Melinda Shimer; Robert Geraci; Roman Diamond (rdiamond207@gmail.com)  
**Subject:** RE: Looking for information to REMOVE drainage easement from my property in Lysander

I am sending your request to the Town Board, Town Attorney and the Town Engineer. It will be an item on the work session of August 24, 2015. The work session begins at 6pm in the Town Hall Conference Room. This is not something that would be resolved with one meeting. It will be discussed and determined whether or not to proceed with your request.

John A. Salisbury  
Supervisor Town of Lysander  
8220 Loop Rd  
Baldwinsville NY 13027  
(315) 857-0281  
(315) 635-1515 Fax  
[supervisor@townoflysander.org](mailto:supervisor@townoflysander.org)

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**From:** Carter, William J:(GenCo-Nuc) [<mailto:william.carter2@exeloncorp.com>]  
**Sent:** Friday, August 14, 2015 9:54 AM  
**To:** John Salisbury  
**Subject:** Looking for information to REMOVE drainage easement from my property in Lysander

Dear Mr. John Salisbury,

I am writing you to obtain information about removing a drainage easement from my property in the town of Lysander.

In 2006 I closed on a home sold to me by Ryan Homes in the town of Lysander. The mailing address is as shown below. The lot number for this property was 39 in Estates of Fairways North.

William J Carter  
3202 Greenleaf Drive  
Phoenix, NY 13135

When I purchased the lot from Ryan Homes it was explained to me that there was a drainage easement at the back end of the lot. However, they (Ryan Homes) were silent about what this really meant. About one week after we closed OOT developers had people with a backhoe and wood chipper destroying the trees in the lot that I loved so. They had not disclosed at the time of the sale that their intention was to immediately build a retention pond on my property. Naturally the sale of the lot would go smoother if this detail was left out. I was quite upset naturally.

I managed to stop the progress of the retention pond at that time. Eventually I learned that OOT had plans to build a retention pond somewhere else other than my property. However, this easement still leaves this possibility hanging. It impacts my property value.

I am therefore contacting you hoping to learn what steps I can take to have this easement removed from my property.

I would appreciate any time you could give me in this matter.

Regards,

William Carter

315-216-4919 (home)

315-349-4277 (work)

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**TOWN OF LYSANDER**  
**SCHEDULE OF BUDGET DUE DATES**  
**2016 BUDGET**

- |                    |   |
|--------------------|---|
| August 4, 2015     | Budget sheets distributed to the Department Heads by the Comptroller  |
| September 1, 2015  | Prepared budget sheets due to the Comptroller   |
| September 30, 2015 | Tentative 2016 Budget filed with the Town Clerk   |
| October 1, 2015    | Town Clerk submits 2016 Tentative Budget to the Town Board  |
| October, 2015      | Town Board has 2016 Budget Work Sessions (see separate sheet)   |
| October 26, 2015   | Town Board to set 2016 Budget Public Hearing unless it is done on 10/22/15 and then this meeting will become a 2016 Budget Work Session |
| November 5, 2015   | Public Hearing on 2016 Budget   |
| November 16, 2015  | Adopt 2016 Budget   |

TOWN OF LYSANDER  
SCHEDULE OF 2016 BUDGET WORK SESSIONS  
SEPTEMBER, 2015 THROUGH NOVEMBER, 2015

Monday	September 28, 2015	5pm – 6:30pm	(Regular Work Session 6:30pm, Regular Meeting 7:00pm)
Thursday	October 1, 2015	5pm – 6:30pm	(Regular Work Session 6:30pm, Regular Meeting 7:00pm – Clerk presents 2016 Budget to Board)
Monday	October 5, 2015	5pm – 7pm	Budget Work Session
Wednesday	October 7, 2015	5pm – 7pm	Budget Work Session
Thursday	October 8, 2015	5pm – 7pm	Budget Work Session
Tuesday	October 13, 2015	5pm – 7pm	Budget Work Session
Wednesday	October 14, 2015	5pm – 7pm	Budget Work Session
Thursday	October 15, 2015	5pm – 6:30pm	(Regular Work Session 6:30pm, Regular Meeting 7:00pm)
Monday	October 19, 2015	5pm – 7pm	Budget Work Session
Wednesday	October 21, 2015	5pm – 7pm	Budget Work Session
Thursday	October 22, 2015	5pm – 6:30pm	(Regular Work Session 6:30pm, Regular Meeting 7pm to set public hearing on November 5,2015 – Must have salaries determined by this date)
Monday	October 26, 2015	5pm – 6:30pm	(Regular Work Session 6:30pm, Regular Meeting 7:00pm)
Wednesday	October 28, 2015	5pm – 7pm	Tentative 2016 Budget Work Session
Thursday	October 29, 2015	5pm - 7pm	Tentative 2016 Budget Work Session



**Daniel Boccardo**

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**From:** John Salisbury  
**Sent:** Thursday, August 20, 2015 9:43 AM  
**To:** Daniel Boccardo  
**Subject:** FW: road usage request  
**Attachments:** E-Race\_Flyer\_draft2.pdf

This is for the Work Session. Request to use Town Roads for Sunday September 27, 2015

John A. Salisbury  
Supervisor Town of Lysander  
8220 Loop Rd  
Baldwinsville NY 13027  
(315) 857-0281  
(315) 635-1515 Fax  
[supervisor@townoflysander.org](mailto:supervisor@townoflysander.org)

**From:** Willow Health & Wellness Center [<mailto:willowhwc@gmail.com>]  
**Sent:** Thursday, August 06, 2015 2:11 PM  
**To:** John Salisbury  
**Subject:** road usage request

John,

We respectfully request the usage of town roads located behind Abbott Farm's for the Sunday Sept 27 E-Race Cancer 5K event. Most of the race course is on the property of Abbott Farms but we would like to take runners out on Gloria Dr. and Camerondale Rd. and potentially for a brief stretch on Hicks Rd. (distance between Camerondale Rd. and Gloria Dr.). The race event will take place in the morning starting at 8:30am and should conclude by 9:30am. The road portion of the 5K course is near the conclusion of the race so runners should be spread out in single file as they enter the road portion of the race. Certainly on Hicks Rd the runners would be in single file with cones placed on the road, just outside the shoulder. Adult personnel would be placed at both pts along Hicks Rd that would mark the entrance as well as exit off Hicks. Also, signs warning or alerting oncoming traffic that a Race Event is taking place would be placed along side both sides of Hicks Rd to the corner of RT 370 up to the River Rd. intersection. All homeowners on Camerondale, Gloria and Hick's would be given a letter before the race letting them know of the event and encouraging them to come out and cheer the runners. A flyer for the event is attached.

Feel free to contact me if you have any questions.

Thank you,

Mike Samoraj

Race Director E-Race Cancer 5K

315-663-5539

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✓ a  
(a-c)

## June 2015 - August 2015 Assessors' Report

The Legal Notice concerning the filing of the Final Assessment Roll for 2015 was published on July 1<sup>st</sup>.

The Final Assessment Roll for 2015 and the Assessor's Annual Report were completed on July 1<sup>st</sup> and filed with the County and State. A copy of each is available in the Assessor's office during normal business hours. Please see attached totals page for the Town.

Basic Star reregistration will be conducted this fall by the NYS Department of Taxation and Finance. Mailings will be sent to all property owners with a new Basic Star exemption on either the 2014 or 2015 Assessment Roll only. They will be required to register with DTF by December 31<sup>st</sup>.

Exemption renewals for 2016 are being processed for mailing in early September for all Enhanced Star, Senior Citizen, and Disability exemptions.

The Town has received 2 Small Claims petitions for 2015 and the hearings are scheduled for August 26<sup>th</sup>. The Town has received 1 Certiori filing for 2015 and 1 which did not file for 2015, but has previous years pending. No new Certiori filings were received for 2015.

The assessor is currently reviewing the 2015 department expenses prior to preparation of the 2016 budget.

A verification of all sales occurring between July 1<sup>st</sup> 2014 and June 30, 2015 is being completed by the assessor. The deadline is August 28<sup>th</sup>. The State will use the verified sales to calculate trends for next year.

The ORPTS has verified the Level of Assessment at 100% for the 2015 Final assessment roll. See attached.

Vb

**Theresa Golden**

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**From:** Skaarup, Barbara F (TAX) <Barbara.Skaarup@tax.ny.gov>  
**Sent:** Wednesday, August 12, 2015 8:20 AM  
**To:** John Salisbury; donaldweber@ongov.net; Theresa Golden  
**Cc:** tax.sm.ORPTS.ESS.Rates  
**Subject:** Onondaga County C.A.P. #3 2015 final State equalization rates

On August 12, 2015, we established a final 2015 State equalization rate for the Onondaga County C.A.P. #3. The final rate is 100.00. Within the next week you will be receiving by U.S. Mail a final rate certificate and an impact report. If you have any questions you may reply to the above internet e-mail address or you may telephone Kim Lee or Brian Moon at (518) 474-5666.

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The Part 1 and Part 2 requirements are fulfilled when this report, the "Address Information" report, the "Part 1 totals by Property Class and Roll Section" report and the "Part 1 Totals of Locally Assessed Properties by School District" report are completed, signed and submitted along with the database to the State Board.

I Summary of increases and decreases in total assessed value of locally assessed properties from prior roll to current roll.

	Prior Roll	Current Roll
(1) Locally assessed properties (ordinary R/S 1)	1,507,886,912	1,537,325,462
(2) Locally assessed properties (utilities R/S 6)	68,308,783	38,487,188
(3) * Subtotal locally assessed properties R/S 1 and 6	1,576,195,695	1,575,812,650
(4) Locally assessed properties (T.S.L. R/S 3)	0	0
(5) * Total locally assessed properties R/S 1, 3 and 6 (total of lines 1, 2 and 4)	1,576,195,695	1,575,812,650
(6) Change in total assessed value from prior to current roll	Roll Sections 1 and 6	Roll Sections 1, 3 and 6
(7) Increases due to quantity changes	-383,045	-383,045
(8) Increases for equalization	22,494,528	22,494,528
(9) * Summary of increases * (total of lines 7 and 8)	19,866,716	19,866,716
(10) Decreases due to quantity changes	42,361,244	42,361,244
(11) Decreases for equalization	33,401,911	33,401,911
(12) * Summary of decreases * (total of lines 10 and 11)	9,342,378	9,342,378
(13) Net change in total assessed value (total of line 9 minus 12)	42,744,289	42,744,289
(14) Difference in change (total of line 6 minus 13)	-383,045	-383,045
This line should be zero for this report to balance	0	0

II Assessing unit status  
 Town of Lysander - 3136 is not an approved assessing unit as defined in section 1901 of the RPPL.  
 The homestead base provisions of section 1903 of the RPPL have not been adopted.

V

Item A,  
(1-2)

# TOWN OF LYSANDER

## OFFICE OF THE SUPERVISOR

**John A. Salisbury**  
Supervisor  
Tel: (315) 857-0281

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

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

August 11, 2015

To: Town Board

From: David J. Rahrle - Comptroller

Subject: Audit of Court Records for 2014

I have examined the records of the Town Justices for the year ending December 31, 2014. A summary of the procedures that were followed is described below:

1. I reviewed the bank statements for each month of the year for the four Justice Department cash accounts. The deposits and disbursements from the manual cash records for fine and bail activity were traced to the bank statements. This test verified that activity recorded by the town records also agreed with the bank activity, and that all bank activity was recorded in town records. No discrepancies were found between the recorded Town activity and bank activity.
2. I compared the total bank deposits for fines per the bank statements to the fines collected per the State Comptroller's reports. All fines reported to the State Comptroller were deposited and a corresponding check was written to remit the total amount to the Town. The reports to the State Comptroller are due by the 10<sup>th</sup> of the month. Justice Bryant and Justice Mantione filed reports late for the months of January and February.
3. I selected 48 dockets to be tested. The amounts charged for fines or bail per the docket agreed to the receipt, were deposited and agreed to the amounts recorded on the State report or bail activity report. Deposits should be deposited within three business days of receipt. No exceptions found.
4. The accountability report should be completed monthly and signed by the Town Justice. There was no accountability report completed by Justice Bryant for the following months; April, May, July, September, October, November and December. This report should be part of the month end reconciliation.

- 5. A review of the receipt books was conducted. The following deficiency was found; Judge Bryant's receipt #1415 and #1416 were blank and not voided. All receipts should be used in the proper order. Any receipt not issued should be marked "VOIDED".
- 6. I reviewed the reconciled cash balances at December 31, 2014 and compared them to the required balances (see (A) below). The results are below.

	<u>Justice Bryant</u>		<u>Justice Mantione</u>	
	<u>Fine</u>	<u>Bail</u>	<u>Fine</u>	<u>Bail</u>
Balance per statement	\$3,650.00	\$9,876.00	\$4,264.00	\$5,581.00
Balance per books	3,649.00	9,875.00	4,263.00	5,850.00
Excess Funds	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

Notes:

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

Copy to Justice Bryant  
 Justice Mantione  
 P. Maguire  
 S. Priest

Item C,  
(1-13)



July 7, 2015

TOWN OF LYSANDER  
8220 Loop Road  
Baldwinsville, NY 13027

Dear NBT Bank Municipal Customer,

As you know, NBT Bank pledges collateral to secure your public deposits that exceed FDIC coverage, a requirement of NYS General Municipal Law. As a former customer of Alliance Bank, these securities have been held at M&T Bank and their custodian, Wilmington Trust.

Later this year, NBT Bank will begin migrating your third-party custody accounts from M&T Bank to the Bank of New York Mellon (BNYM). You will find several benefits to this migration:

**Collateral Adequacy.** Other securities owned by NBT Bank are held in safekeeping at BNYM. This relationship allows NBT to quickly and easily move additional securities into your account as needed to maintain the proper collateral levels.

**Automated Pledging.** At BNYM, NBT Bank can automatically monitor your balances and adjust the pledged securities daily to ensure the market value of the securities is never less than the amount of uninsured deposits.

**Decreased Market Value Risk.** At BNYM, we pledge securities with a market value of 102% of the amount of uninsured deposits at NBT Bank. The 102% provides an additional margin of safety to protect your deposits against market value fluctuations in the pledged securities. Further, at BNYM, we can utilize Municipal Letters of Credit to further decrease the impact of market value fluctuations.

**Improved Reports.** You will receive improved weekly and monthly statements and will have an online access option to view reports for up to ten years after the date of the reports.

**Balance Reporting.** BNYM reports include the total of your deposits at NBT Bank which are not covered by FDIC, allowing you to reconcile this to the market value of securities.

We are confident you will be pleased with our migration and look forward to servicing your banking needs more efficiently.

Attached is a checklist for your Local Government to follow, along with 3 copies of the BNYM Third Party Custodian Agreement and a pre-addressed return envelope. Once executed by NBT and the BNYM, one fully-executed agreement will be returned to you.

The timely return of the completed agreements to NBT Bank will ensure that you have the best collateral coverage going forward and remain in compliance with NYS General Municipal Law.

Upon the setup of your new account and the receipt of collateral, BNYM will send you a report that the collateral has been received and placed in your new account. Thereafter you will receive weekly reports of collateral pledged and monthly summaries whenever your deposits exceed FDIC coverage, as required under NYS Law.

Please feel free to call me if you have any questions, and as always, thank you for being a valued customer of NBT Bank.

Sincerely,

John F. Deierlein  
Vice President, Government Banking

MCL2

THIRD PARTY CUSTODIAN AGREEMENT  
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of 8/13/15 between  
Town of Lysander ("Local Government"),  
NBT Bank, N.A. ("Bank") and The Bank of New York Mellon ("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements.

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local

Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of the Custodian that include only assets held by the Custodian for its customers, and including but not limited to accounts in which the Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide the Local Government each month with a statement identifying all Eligible Collateral in the Account, the Market Value and Adjusted Market Value thereof as of the date of such statement. The Custodian shall also provide to the Local Government and Bank upon request a written confirmation on any Business Day on which Eligible Collateral is transferred to and from the Account. Such confirmation shall identify the specific securities which are the subject of the confirmation and include both the Market Value and Adjusted Market Value thereof.

(ii) Local Government agrees that it shall promptly review all confirmation statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(iii) Notwithstanding anything to the contrary herein, the parties agree that any reasonable action or inaction Custodian takes in connection with this Agreement shall not be alleged, deemed, or construed as giving rise to any liability, absent negligence or willful misconduct, as set forth hereunder in, without limitation, Sections 5(a), 5(c), 5(f) and/or 5(g) hereof.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial

owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;
- (2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
- (3) all securities pledged pursuant to this Agreement are Eligible Collateral;
- (4) the Bank is a banking organization located and authorized to do business in the State of New York;
- (5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
- (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;
- (3) it will not transfer, assign its interests in or the rights with respect thereto any Eligible Collateral pledged pursuant to this Agreement except as authorized pursuant to Section 3 of the Agreement;

- C5
- (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Company, Inc.), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory

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action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

(h) Bank shall pay to the Custodian the fees and charges as may be agreed upon from time to time. Bank shall also reimburse the Custodian for out-of-pocket expenses which are a normal incident of the services provided hereunder.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4<sup>th</sup> Floor, New York, New York 10286, Attn: BDS Department, Collateral Management Manager or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at NBT Bank, N.A., 52 South Broad Street, Norwich, NY 13815, Attn: Treasury Services or at such other place as the Bank may from time to time designate in writing.  
Attn: Treasury Services Group

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at 8220 Loop Rd. Baldwinsville, NY 13027, or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

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(h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

8. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C" - attached hereto, as such Exhibit may be amended from time to time.

(d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.

(h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(l) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section 1 of this Agreement.

(r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

[LOCAL GOVERNMENT]

NBT BANK, N.A.

Town of Lysander  
By: John A. Salisbury  
Title: Supervisor

\_\_\_\_\_  
By: John F. Deierlein  
Title: Vice President

Tax I.D. # \_\_\_\_\_

THE BANK OF NEW YORK MELLON

(SEAL)

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

nbtcolldep.doc  
(4-08)

**EXHIBIT A**  
**Collateral Requirement**

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section 1 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

**EXHIBIT B**  
**Schedule of Eligible Collateral**

<u>Margin %</u>		
<u>102</u>	(i)	Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
<u>102</u>	(ii)	Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
<u>102</u>	(iii)	Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
<u>102</u>	(iv)	Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
<u>102</u>	(v)	Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(vi)	Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(vii)	Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(viii)	Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
<u>102</u>	(ix)	Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.
<u>102</u>	(x)	Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
<u>102</u>	(xi)	Zero coupon obligations of the United States government marketed as "Treasury strips".

EXHIBIT C  
CERTIFICATE OF AUTHORIZED PERSONS  
(Local Government - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting Supervisor of Town of Lyssander (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's policy to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, NBT Bank, N.A. ("Bank") and Custodian dated 8/13/15, and that the signatures appearing opposite their names are true and correct:

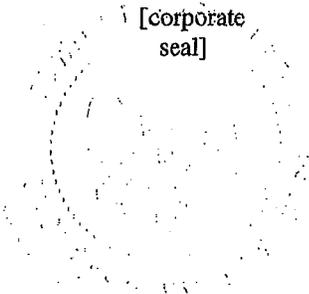
David Babrick Comptroller \_\_\_\_\_  
Name Title Signature

Nancy Mott Deputy Tax Receiver \_\_\_\_\_  
Name Title Signature

John Salisbury Supervisor John A. Salisbury  
Name Title Signature

\_\_\_\_\_  
Name Title Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.



[corporate seal]

John A. Salisbury  
Title: Supervisor

Date: 8/13/15

**MUNICIPAL LETTER OF CREDIT (MULOC) AUTHORIZATION**

Reference is made to the Tri-Party Collateral Management Agreement ("Agreement") dated 8/13/15 among Town of Lysander "Local Government", NBT Bank, N.A. ("Bank") and The Bank of New York Mellon ("Custodian"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

It is the intention of Bank to utilize Federal Home Loan Bank Letters of Credit, priced at par, at a margin of 100% ("Letters of Credit") as Eligible Collateral held at the Custodian and pledged to Local Government. Upon the approval by Local Government of this letter, Exhibit A "Schedule of Eligible Securities" of the Agreement will be deemed amended to include such Letters of Credit. All other provisions of the Agreement shall remain in full force and effect.

Please indicate your approval to include the Letters of Credit as Eligible Collateral by signing the three copies of this letter and returning them directly to your Relationship Manager. Subsequently, this letter will be executed on behalf of Bank and Custodian and one fully executed copy will be returned to you for your files.

Please do not hesitate to contact me if additional information is needed.

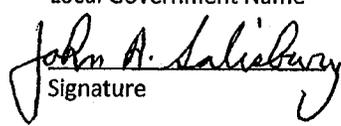
Sincerely,



John F. Deierlein  
Vice President  
Government Banking Department  
NBT Bank, N.A.

Town of Lysander  
Local Government Name

NBT Bank, N.A.



\_\_\_\_\_  
Signature

JOHN A. SALISBURY - SUPERVISOR  
Print Name and Title

John F. Deierlein, Vice President  
Print Name and Title

315-857-0281

(607) 337-6485  
Telephone Number

Telephone Number

15-6001027

Tax ID #

Approved: \_\_\_\_\_  
The Bank of New York Mellon

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

Local Gov't Account UID: \_\_\_\_\_

# Lion's Club Road Race

Sponsored by the Lion's Club of Baldwinsville

**Date:** Sunday, May 29, 2016

**Event Time:** 8 am to 6 PM      Access for Setup: 8 to 10 am and Clean Up: 5 to 6 pm

**Vendors:** Will be handled by Lion's Club of Baldwinsville

Contact: John Osinski, Secretary      [josinski120@gmail.com](mailto:josinski120@gmail.com)      phone: 315.638.1855

**Sponsors:**

**Facility:** Utilizing the grounds at the Lysander Town Park on Smokey Hollow Rd

- Community Room, Small & Rotary Pavilion
- Picnic Tables
- Restrooms
- Parking lot

**Parking:** Overflow parking will be designated & mark by Lysander Park Staff on the day of the event

**Payment Agreement:** Lion's Club of Baldwinsville will remit to the Town of Lysander

- Community Room at \$180 / Rotary Pavilion at \$75 & Small Pavilion at \$50
- Vendor's using electricity will pay \$10 per plug to Town of Lysander

**Other Details**

- Lion's Club may be subject to a trash charge, if trash exceeds weekly/monthly pick up.
  - Vendors are to carry in & carry out with their trash
- Lion's Club will be responsible for paying for portable restrooms & hand washing station (2016)
  - Restrooms charge, if our bathrooms are used & left for us to clean
  - Charge will be based on staffed hours it took to clean
- Certificates of Insurance needed from each vendor, including Lion's Club naming the *Town of Lysander* as an additional insured.
  - Certificates are needed in advance in order set up for the event, must be provided to Lysander Parks & Rec. Office
- No political booths or signs.

\_\_\_\_\_  
Lion's Club of Baldwinsville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lysander Parks & Rec.

\_\_\_\_\_  
Date

Approved By Town of Lysander Town Board

\_\_\_\_\_

Item 6,  
(1-4)

**TOWN of LYSANDER**  
**8220 LOOP ROAD**  
**BALDWINVILLE, NEW YORK 13027**  
**(315) 638-4264**

August 6, 2015

Lysander Town Board  
8220 Loop Road  
Baldwinsville, NY 13027

Re: Springwoods

Subj: Road & Utility Acceptance

Dear Town Board Members:

I conducted a final punch list inspection of the following streets and utilities which compromise the Springwoods subdivision. The Springwoods Subdivision contains the roadway and associated utilities for the street listed below.

<u>Street</u>	<u>Length</u>
Springwoods Circle	0.152 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 \$48,350 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 water, sewerage and drainage facilities. The necessary special districts are in place, however I am not aware that the required deeds, utility easements, or other legal documents have been tendered to the Town Attorney. The developer will also need to provide as-built drawings of the street, water distribution system, sanitary sewer and drainage system. I recommend that the Town Board require the developer to submit the documents referenced above to the Town Attorney and me prior to final acceptance and dedication of the roadway and utilities by the Town Board.

Concerning the portion of the Highway Ordinance dealing with signs, the developer will need to provide the Town Highway Superintendent with all required street name signs as well as the following signs and ancillary posts for installation by the Town Highway Department.

<u>Location</u>	<u>Legend</u>	<u>MUTCD No.</u>	<u>Size</u>
1. Springwoods Circle entering NYS. Route 370	STOP	R1-C1	30"x30"

The designated stop intersection must be approved by a Local Law Filing to amend chapter 129 of the Town Code.

The Town Code allows the Town Board to set the amount of the required maintenance guarantee between 25% and 100% of the project value. I estimate the value of the roadway, sewer and drainage to be approximately \$264,425 (estimate attached), such that the guarantee could range from \$66,106 (25%) to \$264,425 (100%), at your discretion.

Regards



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

Attachments

Cc: Greg Card, Owner  
Joe Mastroianni, P.E.

**Final Punch List****Springwoods Subdivision**

1. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 21,900
2. Install Drainage Structure in NYSDOT ROW	\$ 4,500
3. Install stormwater management area discharge control structure	\$ 5,000
4. Install 159' of 18" SICPP from SMA to outfall	\$ 7,950
5. Cleanup and establish turf in Right-of-Way after National Grid Installation	\$ 5,000
6. Clean closed drainage system and stormwater pond fore bays after placement Once all land in the development has been stabilized and the asphalt top course has been placed	\$ 2,500
7. Install monument	<u>\$ 1,500</u>
<b>Total</b>	<b>\$ 48,350</b>

**Value of Improvements**

**Springwoods Subdivision**

Roadway – 801 LF @ \$160/LF	\$ 128,160
Stormwater Management Basin	\$ 10,000
Storm Drainage – 12" Diameter 208 LF @ \$40/LF	\$ 8,320
Storm Drainage – 15" Diameter 201 LF @ \$45/LF	\$ 9,045
Storm Drainage – 18" Diameter 159 LF @ \$50/LF	\$ 7,950
Catch Basins & Junction Boxes – 7 @ \$2,000/Each	\$ 14,000
Sanitary Sewers – 487 LF @ \$100/LF	\$ 48,700
Sanitary Manholes – 6 @ \$2,500/Each	\$ 15,000
8" Water Main – 465LF @ \$50/LF	<u>\$ 23,250</u>
<b>Total</b>	<b>\$264,425</b>

Item J,  
(1-4)

**TOWN of LYSANDER**  
**8220 LOOP ROAD**  
**BALDWINVILLE, NEW YORK 13027**  
**(315) 638-4264**

July 28, 2015

Lysander Town Board  
8220 Loop Road  
Baldwinsville, NY 13027

Re: Highland Meadows Phase 2

Subj: Road & Utility Acceptance

Dear Town Board Members:

I conducted a final punch list inspection of the following streets and utilities which comprise Phase 2 of the Highland Meadows (Lysander Preserve) Subdivision. Phase 2 of the Highland Meadows Subdivision contains the following roadway, associated drainage facilities and sanitary sewer utilities for the street listed below.

<u>Street</u>	<u>Length</u>
Giddings Trail	0.263 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 \$60,000 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.

Concerning the portion of the Highway Ordinance dealing with signs, the developer will need to provide the Town Highway Superintendent with all required street name signs and ancillary posts for installation by the Town Highway Department.

In addition to the Punch List Security the Town Code allows the Town Board to secure a maintenance guarantee on the infrastructure to be owned by the town. The amount of the required guarantee between can be between 25% and 100% of the project value. I estimate the value of the roadway, sewer and drainage to be approximately \$386,375 (estimate attached), such that the guarantee could range from \$96,594 (25%) to \$386,375 (100%), at your discretion.

J2

In addition to the drainage facilities and sanitary sewer utilities the Village of Baldwinsville will be taking dedication of the water system which will be operated and maintained by the Village through an Inter municipal agreement with the Town of Lysander.

Please note that in addition to the street, this project will involve the deeding of drainage facilities and sanitary sewer utilities. The required drainage and sewer districts have been formed by the Town Board and the required deeds, utility easements, or other legal documents will need to be tendered to the Town Attorney for review. In addition to the required legal paperwork the developer will be required to submit as-built drawings prior to the board accepting dedication of the infrastructure.

Regards

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

**Attachments**

Cc: Alex Wisniewski, P.E., LJR Engineering  
Joe Muller, J.K. Tobin  
Mario D'Arrigo, Esq.  
Dan Bargabos

**Final Punch List**

**Highland Meadows Phase 2**

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

**Value of Improvements**

**Highland Meadows Phase I**

Roadway – 1,386LF @ \$160/LF	\$ 221,760
Storm Drainage – 12" Diameter 620 LF @ \$40/LF	\$ 24,800
Storm Drainage – 15" Diameter 101 LF @ \$45/LF	\$ 1,515
Catch Basins & Junction Boxes – 6 @ \$2,000/Each	\$ 12,000
Sanitary Sewers – 1138 LF @ \$100/LF	\$ 113,800
Sanitary Manholes – 5 @\$2,500/Each	<u>\$ 12,500</u>
<b>Total</b>	<b>\$ 386,375</b>