

AUGUST 3, 2017  
TOWN BOARD MEETING  
AGENDA ATTACHMENTS

A G R E E M E N T

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by Joanne M. Mahoney, its County Executive, hereinafter called the "County," and the Town of Lysander, a municipal corporation of the State of New York, with offices at 8220 Loop Road, Baldwinsville, New York 13027, hereinafter called the "Municipality";

W I T N E S S E T H:

WHEREAS, Section 135-A of the New York State Highway Law authorizes municipalities to enter into cooperative agreements for control of snow and ice conditions on County roads; and

WHEREAS, it is the desire of the parties to enter into such an agreement for snow and ice control;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERM

The term of this contract shall be from 10/26/17 through 05/31/2022. The County reserves the right to terminate this contract for cause at any time. The end of participation in this agreement prior to the expiration date of the contract by any Town or Village must be granted via resolution of the Onondaga County Legislature. Notice must be given by said Town or Village in writing to the Clerk of The Legislature and the Commissioner of Transportation by no later than June 30 of any given year.

No work may begin or any services provided under this contract until both parties hereto have signed this Agreement and notice to proceed has been given.

SCOPE OF SERVICES

The Municipality shall furnish the necessary tools, equipment, personnel and materials to clear such County roads, as indicated on the attached list, from snow and ice and shall sand and salt such County roads to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways and in accordance with the rules and regulations of the Onondaga County Department of Transportation.

The County may, upon written order, stop the work under any part of this Agreement if the methods or conditions are unsatisfactory or not in the best interest of the public.

COMPENSATION

For the renewal term, the County shall pay a flat per mile rate of \$7,287.00 in budget year 2018, and, thereafter, such rate shall be increased by 2% in each subsequent year, whereby the County shall pay a flat per mile rate of \$7,433.00 in budget year 2019; \$7,582.00 in budget year 2020; \$7,734.00 in budget year 2021; and \$7,889.00 in budget year 2022. One half of the estimated compensation shall be paid to the municipality on January 31<sup>st</sup> of each contract year and the reconciled balance shall be paid to the municipality by June 15<sup>th</sup> of said contract year.

In addition, the municipality will receive an additional payment for any winter with above average snow and ice activity as determined by the New York State Department of Transportation severity factor for Onondaga County. The severity factor for an average winter would be 1.00. If New York State determines a winter's severity factor for Onondaga County exceeded 1.00, that factor's percentage will be applied to the base rate per mile to determine the municipality's additional reimbursement.

The average price for diesel fuel, as paid by Onondaga County DOT, during the period of January 1, 2012 to September 30, 2012 was \$3.34 per gallon. In the event that the average price per gallon of diesel fuel was to increase to \$5.01 or more, the County agrees to renegotiate the base price per centerline mile paid to the Towns and Village for Snow and Ice Removal. The current Onondaga County contract price for untreated road salt is \$48.81 per ton. In the event that the price per ton of untreated road salt in any future contract were to increase to \$60 per ton or more, the County agrees to renegotiate the base price per centerline mile paid to the Towns and Village for Snow and Ice Removal.

All payment shall be made in accordance with procedures established by County's comptroller. Onondaga County Department of Transportation is hereby designated to act on behalf of County in directing and reviewing Municipality's services. Municipality shall report directly to Martin Voss, Commissioner or other designee.

#### DEFEND, INDEMNIFY, AND HOLD HARMLESS

To the fullest extent permitted by law, Municipality shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or any person for whose acts or omissions Contactor is legally responsible (Municipality's Person) or any subcontractor of Municipality (Municipality's Subcontractor) or any person for whose acts or omissions Municipality's Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County or County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to ~~person or property which occurred during the performance of this agreement or in~~ connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or Municipality's Person or Municipality's Subcontractor or Subcontractor's Person; and

any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Municipality or Municipality's Person or Municipality's Subcontractor or Subcontractor's Person.

#### LIABILITY INSURANCE

Municipality shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Municipality shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Municipality as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

Municipality shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide ~~personal injury liability insurance and property damage liability insurance, covering and~~ applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Municipality shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Municipality has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Municipality and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Municipality shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

#### WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Municipality and other person or entity making or performing this agreement shall secure compensation for the benefit

of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Municipality shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Municipality, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Municipality's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Municipality, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Municipality, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Municipality, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Municipality, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

## ASSIGNMENT

Municipality is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Municipality's right, title, or interest in this agreement, or Municipality's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

## INDEPENDENT CONTRACTOR

Municipality is an independent contractor. Neither Municipality, nor Municipality's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

## CONFLICT OF INTEREST

At the time Municipality submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Municipality shall deliver to County's Department of Law, the attached affidavit certifying that Municipality has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Municipality. Municipality assumes full responsibility for knowing whether Municipality's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Municipality shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Municipality, Municipality's officers, Municipality's employees, Municipality's agents, and Municipality's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Municipality's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Municipality shall suspend all work and services, and County's payments to Municipality shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Municipality, and Municipality shall disclose the same. Municipality shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Municipality shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Municipality shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Municipality's officers, Municipality's employees, Municipality's agents, or Municipality's servants shall be deemed a conflict of interest of Municipality, giving rise to the duty to disclose.

Municipality shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

## LICENSES AND PERMITS

Municipality shall obtain at Municipality's own expense all licenses or permits required for Municipality's services or work under this agreement, prior to the commencement of Municipality's services or work.

APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Municipality and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Municipality.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Municipality certifies that, except as noted, Municipality and any person associated with Municipality in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

County of Onondaga

Dated: \_\_\_\_\_ 20\_\_

By: \_\_\_\_\_  
Joanne M. Mahoney, County Executive MJM

Town of Lysander

Dated: \_\_\_\_\_ 20\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

Conflict Interest Affidavit

State of New York)  
County of Onondaga) ss.:

\_\_\_\_\_, being duly sworn, deposes and says:  
*Print Name*

Town of Lysander (Municipality) agrees that Municipality has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Municipality further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Municipality.

\_\_\_\_\_  
*Signature*

Sworn to before me on this  
day of 20 .

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

COUNTY ROADS  
UNDER TOWN SNOW REMOVAL

2017-2018  
LYSANDER

<u>C.R. #</u>	<u>ROAD NAME</u>	<u>MILES OF SNOW REMOVAL</u>
95	Hencle Blvd. (Route 48 to Sixty Rd)	2.02
192	Church Road (Route 48 to Plainville Rd)	5.20
193	Fenner Road (Lamson Rd to Route 370)	3.34
127	Fenner Road (Lamson Rd to Oswego County Line)	1.12
157	Hicks Road (Route 370 to River Rd)	0.86
157	Hayes Road (Heading West from Route 370 to Surbrook Rd) &	2.82
157	North Hayes Road (Heading South from Route 370 to Surbrook Rd)	
213	Kellogg Road (Route 48 to Sixty Rd)	1.95
180	East Mud Lake Road (Route 370 to Osego County Line) (Includes Entrance to Beaver Lake Nature Center)	4.45
189	Pendergast Road (West Bridge St to Oswego County Line)	1.29
229	Smokey Hollow Road (Lamson Rd to Village of Baldwinsville Line)	2.93
210	Sprague Road (Plainville Rd to Dead End)	1.43
210	Cross Lake Road (Plainville Rd to North Cross Lake Rd) &	1.93
210	North Cross Lake Road (Cross Lake Rd to Sprague Rd)	
156	Tater Road (Route 370 to Plainville Rd)	3.01
	<b>TOTAL</b>	<b>32.35</b>

## Agenda Item "C"

AGREEMENT made this *1<sup>ST</sup>* day of *AUGUST*, 2017, by and between the Town of LYSANDER PARKS AND RECREATION DEPARTMENT, 8220 Loop Rd., Baldwinsville, New York (hereinafter referred to as the "Town"). and BALDWINVILLE POP WARNER FOOTBALL ASSOCIATION. Baldwinsville, New York (hereinafter referred to as "Pop Warner").

### WITNESSETH:

1. In consideration for Pop Warner's construction of the football field located in the Lysander Town Park. the Town agreed for the years 1985 through 1996, to permit Pop Warner priority to use said football field, without charge for Pop Warner home football games on Saturdays and Sundays during September, October and November of each year. By this agreement, Pop Warner is granted an extension of the original contract through and including 2017 – subject to the execution of an annual agreement, and substantial compliance by Pop Warner with the terms of each annual agreement. This agreement allows use of the Football Field by Pop Warner 3 days per week (as specified) for games during the months of September and October. Any practices or games in November must be scheduled with the Parks and Recreation office and will be subject to staffing fees based on park hours. In 2017 there will be a seasonal field use fee of \$150 (field 1) and \$120 (field 2) for game days. The fee will be as per the fee schedule approved by the Lysander Town Board. Pop Warner understands that except for Pop Warner games and practices as scheduled, the football field shall be open to the public as a part of and in accordance with the rules and regulations of the Lysander Town Park. Furthermore, the Town reserves the right to utilize the said football field at any time during the Pop Warner Football season, in the event an unanticipated need arises. Any change in field use will be scheduled in advance of the season. This agreement may be renewed with the consent of both parties.
2. Both parties understand and agree that the Scoreboard installed in 1999 is owned by Pop Warner and may be removed if and when Pop Warner no longer utilizes the Town of Lysander Field.
3. Furthermore both parties agree to the following operational policies.
4. This agreement shall be in effect for the calendar year 2017.

### THE TOWN OF LYSANDER AGREES TO:

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

## **THE BALDWINVILLE POP WARNER FOOTBALL ORGANIZATION AGREES TO:**

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

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

Effective 8/1/17 the Park hours will be 9:00 - 4:30 p.m. (Monday - Sunday) and after November 1<sup>st</sup>, the park will not be staffed on weekends. It is important to pre-arrange staffing for evenings and weekends based on the above dates if a game, practice or equipment return is to be scheduled.

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

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

The Public Liability insurance to be provided by Baldwinsville Pop Warner for the Town under this paragraph 16 shall be primary to any other insurance the Town may have, for claims arising directly or indirectly out of Pop Warner's use of the Lysander Town Park.

17. Assume responsibility for the cost of lighting, electricity, bulb replacement and any necessary repairs to the football field.
18. Provide a security deposit of \$200.00 to the Town of Lysander at least one week prior to the start of the season. This will cover minor damage, overtime cost at **\$12.00\*** per hour for any hours beyond regular park hours and excessive clean up. All unused monies will be returned at completion of season. Baldwinsville Pop Warner leadership will be notified of all problems that result in use of security deposit funds.
20. Notify the parks & recreation office if a game is cancelled. Coach must be present to notify participants who may not have heard cancellation.
21. Understand that any and all work to be done on the park premises must be approved by the Director BEFORE the work is to start. As well, the director is to be notified when the work will be done.
22. Indemnify, defend and hold harmless the Town of Lysander, its officers, agents or employees', to the fullest extent permitted by law, from and against any and all claims, actions, claims of property damage, bodily injury or death resulting there from to any person arising directly or indirectly out of any of the uses of the Lysander Park by Baldwinsville Pop Warner contemplated by this agreement.
23. Understand that any breach of the agreement may result in one-week expulsion from the park and could possibly result in suspension of all park privileges.
24. Understand that all attachments are part of the agreement.

**BALDWINSVILLE POP WARNER FOOTBALL ASSOCIATION**

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

**PRESIDENT**

**TOWN OF LYSANDER**

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

**SUPERVISOR**

\*May change proportionally as wages increase.

## **Agenda Item "D"**

§ 117-16 Reservation and dedication of lands for public use.

A. In the event that the Planning Board determines that reservation of land of adequate size and suitable purpose cannot be practically located in a proposed subdivision, the Board may condition its approval of the subdivision upon payment to the Town of a fee of \$150 per lot for minor subdivisions and \$350 dollars per lot for major subdivisions, which sum shall constitute a trust fund of the town to be used exclusively for the acquisition and development of parks, playgrounds, recreation, community trails or open land areas in the town.

## ***Local Law Filing – Town of Lysander***

### ***Local Law No. 5 of the year 2017***

Section 117-16(A) of the Town of Lysander Code is hereby amended as follows:

In the event the Planning Board determines that reservation of land of adequate size and suitable purpose cannot be practically located in a proposed subdivision, the Board may condition its approval of the subdivision upon payment to the Town of a fee, set by the Town Board by resolution, which sum shall be deposited in a trust fund of the Town to be used exclusively for the acquisition and development of parks, playgrounds, recreation, community trails or open land areas of the Town.

This Local Law shall take effect upon filing with the Secretary of State.

DRAFT

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

**Agenda Item "E"**

August 2, 2017

Mr. Joseph P. Saraceni, Supervisor  
And Town Board Members  
Town of Lysander  
8220 Loop Road  
Baldwinsville, NY 13027

Re: West Genesee Sewer District Extension No. 2

Subj: Third Payment

Dear Mr. Saraceni:

The attached application for payment request No. 3 for the West Genesee Sewer District Extension No. 2 project is for materials and work completed prior to August 1, 2017. This payment request includes work for several of the partially completed payment items in the contract.

The total amount of the work completed through this payment request is \$134,709, per the contract specification 5% of this amount is to be withheld as retainage, making the total due to the contractor for Payment Request No. 3 \$42,470.70.

I would recommend that the Board approve Payment Request No. 3 for the West Genesee Sewer District Extension No. 2 Project at the August 3, 2017 meeting. Please feel free to contact me if you have any questions or require any additional information.

Regards

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

CC: Dina Falcone, Lysander Town Clerk  
David Rahrle, Lysander Comptroller  
Matt Rodenhiezer, Blue Heron Construction  
Dan Hayes, NYSDEC

enclosure



**CONTINUATION SHEET** AIA DOCUMENT G703 (Instructions on reverse side) PAGE 1 of 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated in the nearest dollar.  
 Use Column 1 on Contracts where variable retainages for the items may apply.

Town of Lysander  
 West Genesee Sewer District Extension No. 2  
 ARCHITECT'S PROJECT NO.

APPLICATION NUMBER: **2**  
 APPLICATION DATE: 7/17/2017  
 PERIOD TO: 7/17/2017

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD APPLICATION		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H % (G/C) TO FINISH (C-G)	I RETAINAGE
			PREVIOUS PERIOD QUANTITY	PREVIOUS PERIOD APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD APPLICATION		COMPLETED	STORED		
1	Mobilization/Demobilization	10,000.00		7,500.00				7,500.00	75%	2,500.00	375.00
2	Furnish and install 2" DR-11 HDPE Pressure Sewer and Appurtenances	48,620.00	1955	41,055.00	180.00	3,360.00		44,415.00	95%	2,205.00	2,220.75
3	Furnish and install 2" Check Valve	800.00	1	800.00	1.00	800.00		1,800.00	100%	-	80.00
4	Furnish and install 2" Ball Valve	420.00	2	840.00	1.00	420.00		1,260.00	60%	840.00	63.00
5	Furnish Lateral Connections	12,000.00	6	3,600.00	8.00	4,800.00		8,400.00	70%	3,600.00	420.00
6	Furnish Lateral Valve Kits	7,200.00	7	4,284.00	7.00	756.00	1,512.00	6,552.00	91%	648.00	327.60
7	Furnish and install 1 1/4" DR-11 HDPE Pressure Sewer & Appurtenances	47,800.00	758	10,612.00	1,955.00	27,370.00		37,982.00	80%	9,818.00	1,899.10
8	Install Grinder Pump Wet Well & Ballast System	37,800.00	11	19,800.00	4.00	7,200.00		27,000.00	71%	10,800.00	1,350.00
<b>TOTAL CONTRACT AMOUNT</b>		<b>164,920.00</b>		<b>88,491.00</b>		<b>44,706.00</b>		<b>151,220.00</b>		<b>30,211.00</b>	<b>6,735.45</b>

# Agenda Item "I"

## RECORD OF BIDS

August 3, 2017  
10:00 AM

FOR: Mercer Street Reconstruction and  
Drainage Improvements

### BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	McGinnis Nelson Construction 4833 Aptlesse Ridge Manlius NY 13104	Joseph J. Lane Construction 200 Terminal Road East Liverpool, NY 13088	JK Tobin Construction 5146 Jamesville Rd. Jamesville, NY 13078	WD Malone LLC 710 Co. Rte 7 Hamilton, NY 13074	LaPier Constructors Inc. 8914 Kingsbor Rd. Memphis, NY 13112	Seneca Stone 2747 Co. Rd. 121 Seneca Falls, NY 13148
				COST/UNIT	AMOUNT	COST/UNIT	AMOUNT	COST/UNIT	AMOUNT
1	Mobilization & Demobilization	Each	1	\$12,500.00	\$12,500.00	\$6,380.00	\$6,380.00	\$7,000.00	\$7,000.00
2	24" SICPP	LF	29	\$103.45	\$3,000.05	\$133.25	\$3,864.25	\$80.00	\$2,320.00
3	12" SICPP	LF	1283	\$24.15	\$30,984.45	\$44.05	\$56,516.15	\$75.00	\$96,225.00
4	4' Diameter Concrete Drainage Structures	LF	110	\$85.63	\$9,419.30	\$382.50	\$42,075.00	\$450.00	\$49,500.00
5	Underdrain	LF	3570	\$9.45	\$33,695.50	\$10.75	\$38,372.50	\$13.00	\$46,410.00
6	Sump Pump Lateral Connection	Each	41	\$200.00	\$8,200.00	\$267.10	\$10,951.10	\$150.00	\$6,150.00
7	Cold Milling Asphalt and Subbase Excavation	LS	1	\$13,000.00	\$13,000.00	\$16,624.00	\$16,624.00	\$16,000.00	\$16,000.00
8	Placement of Type 2 Subbase	LS	1	\$12,500.00	\$12,500.00	\$17,773.00	\$17,773.00	\$28,500.00	\$28,500.00
<b>TOTAL BID</b>					<b>\$139,640.30</b>		<b>\$192,561.00</b>		<b>\$247,398.00</b>
					<b>\$179,444.00</b>		<b>\$252,105.00</b>		<b>\$273,845.00</b>

### ADDITIVE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	AMOUNT	COST/UNIT	AMOUNT	COST/UNIT	AMOUNT	COST/UNIT
1	Placement of Type 3 Binder Course	Ton	850	\$75,004.00	\$88.24	\$69,819.00	\$81.76	\$69,466.00	\$81.00
<b>TOTAL ADDITIVE BID</b>						<b>\$69,819.00</b>		<b>\$69,466.00</b>	