

**LYSANDER TOWN BOARD MEETING
8220 LOOP ROAD
BALDWINVILLE, NEW YORK
Thursday, December 29, 2016
Work Session 5:30 pm - Auditorium
Regular Meeting 7:00 pm - Auditorium**

**AGENDA
***** Subject to Change**

Work Session:

1. Interstate 81 Resolution

2. **Regular Meeting:**

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **PUBLIC HEARING REMAINS OPEN: A LOCAL LAW AMENDING
CHAPTER SECTION 139, THE "ZONING LAW OF THE TOWN OF
LYSANDER" REGARDING ON-SITE USE SOLAR ENERGY SYSTEMS**

IV. **CITIZENS' COMMENTS**

V. **TOWN BOARD COMMENTS**

VI. **SUPERVISOR COMMENTS**

VII. **ADOPTION OF MINUTES - December 12, 2016**

VIII. **DEPARTMENT HEAD REPORTS**

IX. **REGULAR AGENDA ITEMS**

- A. **Motion made by Councilor _____ seconded by Councilor _____** to approve the Town Supervisor to sign the forty year lease agreement with the Village of Baldwinsville for the lease of its water districts.
- B. **Motion made by Councilor _____ seconded by Councilor _____** to adopt a local law regulating the siting of wireless telecommunications facilities.
- C. **Motion made by Councilor _____ seconded by Councilor _____** to adopt a resolution to memorialize the Town Board's determination that the existing Interstate Route 81 alignment through Syracuse and Central New York must remain, and its function and designation as an interstate highway must not be removed or impaired.
- D. **Motion made by Councilor _____ seconded by Councilor _____** to authorize the Town Supervisor to sign the contract regarding proposed Amendment No. 2 to Contract No. C304411. This amendment is for the Whispering Oaks Sewer District Improvements and extends the contract end date from October 31, 2016 to April 30, 2018.
- E. **Motion made by Councilor _____ seconded by Councilor _____** to allow the Supervisor to sign the easement release for Melia Park Section A-2.

IX. ANNOUNCEMENTS

- 1. **Town Board Meeting:** (Organizational and Regular Meeting) Thursday, January 5, 2017, 7:00 pm, Work Session begins at 5:30 pm in the Auditorium.
- 2. **Town Board Meeting:** Thursday, January 19, 2017, 7:00 pm, Work Session begins at 5:30 pm in the Auditorium.
- 3. **Public Hearing:** Collington Pointe Incentive Zone Application - Thursday, January 19, 2017, 7:00 pm in the Auditorium.
- 4. **Planning Board Meeting:** Thursday, January 12, 2017, 7:00 pm in the Auditorium.

X. EXECUTIVE SESSION (if needed)

XI. ADJOURNMENT

MOTION "C"

[date]
[town of _____] Town Board Resolution

MEMORIALIZING THE INTENT OF THE TOWN BOARD OF THE TOWN OF _____, COUNTY OF ONONDAGA, REGARDING THE NEED TO MAINTAIN THE EXISTING ALIGNMENT OF INTERSTATE 81 THROUGH SYRACUSE

WHEREAS, for the last 50 years, Interstate 81 has served as a vital backbone for the economy of the Central New York, connecting commuters, businesses, tourists, visitors, and through travelers alike; and

WHEREAS, among its important functions, Interstate 81 provides vital links with access to downtown Syracuse, all of our hospitals, Syracuse University, Destiny USA, present and future businesses and residents along 81 corridor, to business and residents within the Town of _____; and

WHEREAS, turning Interstate 81 to Route 481 leaves no alternative north-south Route for national defense, national disaster, and general maintenance and repairs; and

WHEREAS, although there are a variety of ways to deal with I-81's aging infrastructure, the existing "Interstate" function and designation must be preserved, because any solution which would remove I-81's vital function from its present alignment would irreparably harm the regional economy and corresponding employment dependent upon the highway network in addition to negatively impacting local neighborhoods and quality of life; and

WHEREAS, redirecting Interstate 81 to Route 481 is not smart environmental policy because the distance traveled for through traffic and further stop and go intercity commuting traffic is increased. This is polluting, inefficient, requires the use of greater amounts of petroleum based fuels, hurts the regional economy, and is detrimental to social welfare and the environment; and

WHEREAS, the future of I-81 presents one of the greatest planning decisions to face New York State in decades and the outcome will impact our region for the next 100 years; and

WHEREAS, it is the consensus of the [_____] Town Board that any decision reached by the NYS DOT should satisfy function first, and should be closely tailored to satisfy that function; and

WHEREAS, we support smart growth and the creation of a new and welcoming entrance to Syracuse, and the integration of the hospitals and university areas with the rest of downtown, we believe it must not be accomplished by compromising one of the most significant advantages of living, working, doing business and visiting Onondaga County;

WHEREAS, [_____] supports a balanced, comprehensive approach, a regional transportation plan is necessary to ensure smart choices are made, a plan that can provide environmental, social and economic benefits to all of Central New York, one that promotes alternative and mass transit options including alternate fuels, electric vehicles, and a light rail system; for out suburban communities are in dire need of a traffic diet as well; now, therefore be it

RESOLVED, that the [_____] Town Board memorializes its determination that the existing Interstate 81 alignment through Syracuse and Central New York must remain and its function and designation as an interstate highway must not be removed or impaired; and, be it further

RESOLVED, that the Supervisor of the Town of [_____] is hereby directed to cause a copy of this resolution to be transmitted to the New York State Department of Transportation, to the Syracuse Metropolitan Transportation Council, and to the various legislative members representing Onondaga County at the state level.

Adopted [___] Ayes
[___] Nayes

<p>STATE AGENCY (Name & Address): New York State Department of Environmental Conservation 625 Broadway, 4th Floor Albany, NY 12233-3504</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01/3350000 CONTRACT NUMBER: C304411 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Town of Lysander</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME: Whispering Oaks Sewer District Improvements</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002775 Federal Tax ID Number: 15-6001027 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: WQ-WWT CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 8220 Loop Road Baldwinsville, New York 13027</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C304411

CURRENT CONTRACT TERM:

From: 08/01/2011 To: 10/31/2016

CURRENT CONTRACT PERIOD:

From: To:

AMENDED TERM:

From: 08/01/2011 To: 04/30/2018

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: \$ 1,240,150

AMENDED:

FUNDING SOURCE(S)

- State
- Federal
- Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: [1] Amendment No. 3; [2] Appendix B - Dated November 2015; [4] Appendix D - State Assistance Contract

Contract Number: # C304411

Amendment No. 3: No Cost Time Extension

Contract Number: C304411

THIS AMENDMENT, entered into by and between the STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION (hereinafter referred to as the "Department"), having offices at 625 Broadway, Albany, New York 12233, and the Town of Lysander (hereinafter referred to as the "Recipient"), with offices at 8220 Loop Road, Baldwinsville, New York 13027 is hereby attached to and becomes incorporated into the above referenced contract.

The parties entered into a prior Contract which was duly assigned Contract Number C304411 which said Contract the parties now desire to amend and/or extend. The Contract provides for amendment or extension in Article 1.

This amendment was requested by Allen J. Yager, P.E. the Town of Lysander Engineer, and approved by Daniel Hayes, the Regional Project Manager, to complete the Whispering Oaks Sewer District Improvements. A revised end date of April 30, 2018 will provide sufficient time to complete the project since the Town encountered internal in the bidding and construction of the West Genesee Sewer District Extension No. 2 project.

The Contract is amended as follows:

1. Article 1: Term and Effective Date is revised to extend the Contract termination date from October 31, 2016 to April 30, 2018.
2. Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts dated, January 2015 is hereby revised and replaced with Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts dated, November 2015.
3. Appendix D of State Assistance Contract is revised to extend the Contract termination date from October 31, 2016 to April 30, 2018.

All other terms and conditions of said Contract shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:

Town of Lysander

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of Environmental Conservation

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Postponement, suspension, abandonment or termination by the Department:

The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. Conflict of Interest

(a) **Organizational Conflict of Interest.** To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may,

without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) **Personal Conflict of Interest:** The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Joseph DiMura, Director, BWC

(Name and Title)

NYS DEC, 625 Broadway, 4th Floor

Albany, New York 12233-3506

(Address)

(518) 402-8177

(Telephone)

The designated appeal individual to review decisions is:

Alan Fuchs, Director, BFP&DS

(Name and Title)

NYS DEC, 625 Broadway, 4th Floor

Albany, New York 12233-3504

(Address)

(518) 402-8185

(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation

Nancy W. Lussier Chair

Contract Review Committee

625 Broadway, 10th Floor

Albany, NY 12233-5010

Telephone: (518) 402-9228

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**
If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.
- (4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address;

<https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the

areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the

Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at <http://www.dec.ny.gov/about/48854.html>

**Appendix D - State Assistance Contract
Water Quality Improvement Projects Program
Project Work Plan Form - Waste Water Treatment Improvement Projects**

I. COVER SHEET

RECIPIENT INFORMATION

1. LEAD MUNICIPALITY:

City Town Village Other
of Lysander

3. PROJECT MANAGER & MAILING ADDRESS:

First name: Allen Last name: Yager
(no. & street) 8220 Loop Road
(city) Baldwinsville (state) NY (zip) 13027
PHONE: (315) 857-0281 FAX: (315) 635-1515
E-mail: engineer@townoflysander.org

2. MUNICIPAL CONTACT & MAILING ADDRESS:

First name: John Last name: Salisbury
title: Town Supervisor
(no. & street) 8220 Loop Road
(city) Baldwinsville (state) NY (zip) 13027
PHONE: (315) 857-0281 FAX: (315) 635-1515
E-mail: supervisor@townoflysander.org

4. FISCAL/ADMINISTRATIVE WORK CONTACT

(if different from above)
First name: David Last name: Rahrie
(no. & street) 8220 Loop Road
(city) Baldwinsville (state) NY (zip) 13027
PHONE: (315) 635-1443 FAX: (315) 635-1515
E-Mail: comptroller@townoflysander.org

GENERAL PROJECT INFORMATION

1. PROJECT NAME Whispering Oaks Sewer District Improvements

4. FEDERAL (IRS) IDENTIFICATION #: 15-6001027

2. APPLICATION TRACKING # 2009 WQI 10030

5. SEQR STATUS Type I Unlisted Type II
If Type I or Unlisted:

3. HAS A CURRENT MUNICIPAL RESOLUTION BEEN SUBMITTED? Yes No

Has a Negative Declaration has been accepted Yes No
OR has the final EIS been accepted Yes No

The Town is

6. EXISTING CLEAN WATER STATE REVOLVING LOAN FUND PROJECT # C7-6343-01-00 Currently Amending
Do you have a pending or approved application for the Clean Water State Revolving Fund? Yes No SEQR to include WGS
Has CWSRF application been submitted? Yes No Ext2.

7. PROJECT LOCATION(S) AND ZIP CODES:

City Town Village of Lysander County of: _____
 City Town Village of _____ County of: _____

ZIP CODE(S)

PROJECT TIMING AND COSTS

Any invoices to be paid must be for services that fall between the start date and completion date of the project. When identifying the proposed start date, make sure it is before work has begun and any costs have been incurred. When identifying the expected completion date, leave yourself enough time to ensure that the project will be completed, final report prepared, and all bills paid within that time period. Give yourself extra time to be sure that all bills will fall within the project schedule to avoid the need for a contract amendment before reimbursement of costs can occur.

1. START DATE:	<u>08/01/2011</u>
2. COMPLETION DATE:	<u>04/30/2018</u>
3. STATE ASSISTANCE	<u>\$1,240,150.00</u>
4. LOCAL MATCH	<u>\$359,850.00</u>
5. TOTAL COSTS (ADD 3 & 4)	<u>\$1,600,000.00</u>

RECEIVED
BUREAU OF
DEC 20 2013
FLOOD PROTECTION
AND DAM SAFETY

**RELEASE AND ABANDONMENT OF
RIGHT-OF-WAY AND EASEMENT**

THIS INSTRUMENT made the ____ day of _____,
20____ between THE TOWN OF LYSANDER, a municipal corporation with offices
located at 8220 Loop Road, Town of Lysander, County of Onondaga, State of New York,
hereinafter called "RELEASOR" and Carol M. Bouvia and Anthony S. Bouvia, of 2980
Nuha Street, Town of Lysnader; Robert Sherman, of 2978 Nuha Street, Town of
Lysander; David M. Cunningham and Jelinek L. Cunnigham, Town of Lysander; and
Abigail M. Horan and Timothy H. Doolittle, as Trustees, of The Horan Family
Irrevocable Income Only Trust, 2970 Nuha Street, Town of Lysander, hereinafter called
"RELEASEE" all of the County of Onondaga, State of New York.

WITNESSETH:

That the Releasor, in consideration of One and 00/100 Dollar (\$1.00), paid by the
Releasee, receipt of which is hereby acknowledged, does hereby remit, release and
forever quitclaim unto the Releasee all right, title, claim and interest in a portion of
certain premises being described and set forth as follows:

All that tract of parcel of land, situate in the Town of Lysander, County of
Onondaga and State of New York and being part of the Farm Lot 97 in said Town and
being the perpetual rights of way and easements described in the instrument between
Rawan Ltd. and the Town of Lysander dated March 12, 1991 and recorded in the
Onondaga County Clerk's Office on March 28, 1991 in Book 3685 of Deeds at page
214&c, as follows:

DETENTION BASIN #2

(PARCEL 2)

Beginning at a point in the easterly line of a 20 foot drainage easement, said point being N. 4°-05'-03" W., a distance of 222.23 feet along the westerly line of Rawan, Ltd., thence N. 85°-54'-57" E., a distance of 20.0 feet from the southwesterly corner of Rawan, Ltd., thence N. 85°-54'-57" E., a distance of 175.00 feet to a point of curvature, thence 39.27 feet, along a curve to the right with a radius of 25.0 feet to a point of tangency, thence S. 4°-05'-03" E., a distance of 175.27 feet to a point 20.0 feet north of the southerly line of Rawan, Ltd., thence S. 85°-24'-20" W., and parallel to said southerly line of Rawan, Ltd., a distance of 200.01 feet to a point 20 feet easterly of the westerly line of Rawan, Ltd., a distance of 202.05 feet to the point and place of beginning; and

60' EASEMENT (NUHA ST.)

(PARCEL 3)

Beginning at a point in the southerly line of Lands of Rawan, Ltd., said point being N. 85°-24'-20" E., and a distance of 220.00 feet from the southwesterly corner of Rawan, Ltd., thence N. 4°-05'-03" W., a distance of 685.27 feet to a point, said point being the southeasterly corner of Lot 12 of Melia Park, Section B, as filed in the Onondaga County Clerk's Office as Map No. 7458 on March 28, 1991, said point also being the southwesterly terminus point of Nuha Street of said Section B of Melia Park, thence N. 85°-54'-57" E. along said southerly terminus of Nuha Street, a distance of 60.00 feet to the southeasterly terminus point of said Nuha Street, thence S. 4°-05'-03" E., a distance of 684.73 feet to a point in the southerly line of Rawan, Ltd., thence S. 85°-

24'-20" W., along said southerly line of Rawan, Ltd., a distance of 60' to a point thence N. 4°-05'-03" W., a distance of 685.27 feet to the point and place of beginning.

Releasor reserves unto itself all the rights and privileges embodied in the remaining parcel(s) described in the aforesaid instrument.

This Release is authorized pursuant to a Town Board resolution.

IN WITNESS WHEREOF, the parties have caused this Instrument to be signed the day and year first above written.

TOWN OF LYSANDER

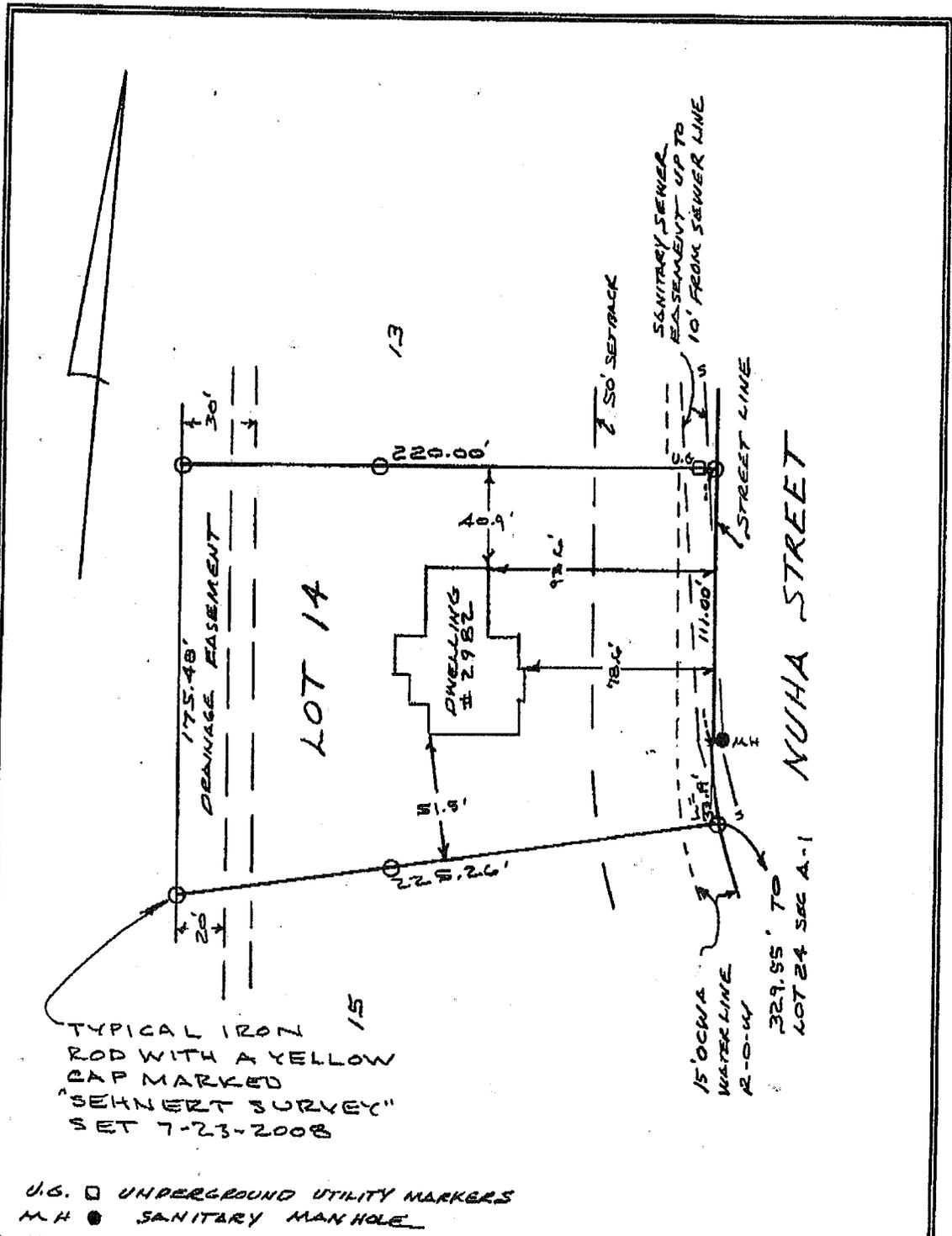
By: Joseph P. Sarceni, Supervisor

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph P. Sarceni, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on

the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



U.G. □ UNDERGROUND UTILITY MARKERS
 M.H. ● SANITARY MAN HOLE

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Field Map No. **10539**

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7200, sub-division 2, of the New York State Education Law.

Building location surveys do not include placing of property corner stakes.

Valid only when marked with the land surveyor's original seal and signature.

Certifications indicated herein shall run only to those who rely on this map for the specific transaction for which this survey is prepared and to the assignees of the lending institution. Certifications are not transferable for subsequent transactions.

This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain title insurance for any subsequent or future grants.

Offsets from property lines measured to foundation walls of buildings unless otherwise indicated.

MAP OF

LOT 14
SECTION A-2
MELIA PARK
TOWN OF LYSANDER
ONONDAGA COUNTY
NEW YORK

APPLIED EARTH TECHNOLOGIES

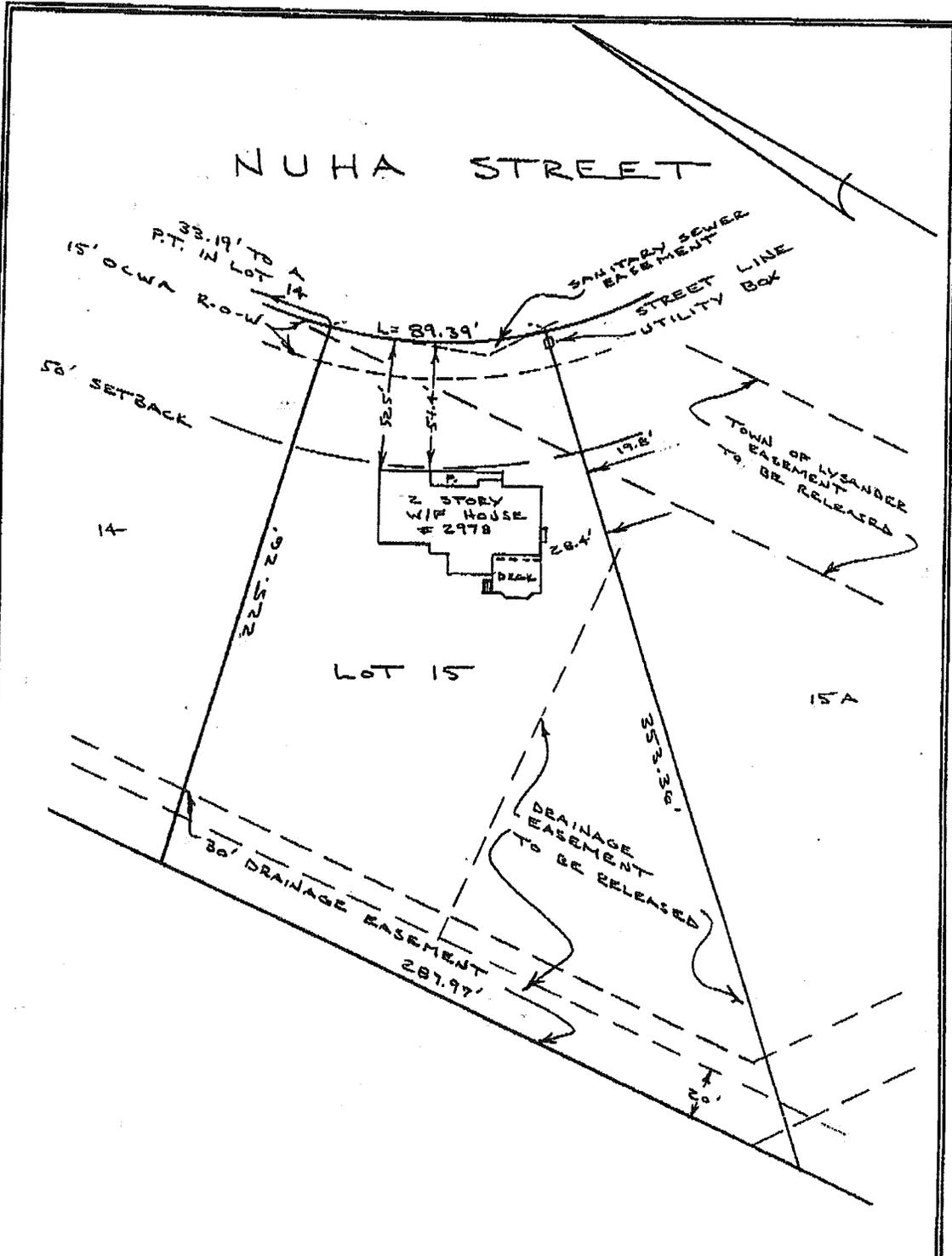
STEPHEN SEHNERT
 LAND SURVEYOR
 BALDWINVILLE, NEW YORK

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS MAP IS MADE FROM AN ACTUAL SURVEY OF THE PROPERTY SHOWN HEREON.

SCALE 1" = 50'
 DATE: **4-2-2007**

LICENSED LAND SURVEYOR

251	6	2112.49
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Copyright 2012, Stephen Sehnert. All Rights Reserved.

Filed Map No. 10539

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, sub-division 2, of the New York State Education Law.

Building location surveys do not include placing of property corner stakes.

Valid only when marked with the land surveyor's original seal and signature.

Certifications indicated hereon shall run only to those who rely on this map for the specific transaction for which this survey is prepared and to the easiness of the lending institution. Certifications are not transferable for subsequent transactions.

This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain title insurance for any subsequent or future grantees.

Distances from property lines measured to foundation walls of buildings unless otherwise indicated.

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS MAP IS MADE FROM AN ACTUAL SURVEY OF THE PROPERTY SHOWN HEREON.

LICENSED LAND SURVEYOR

MAP OF

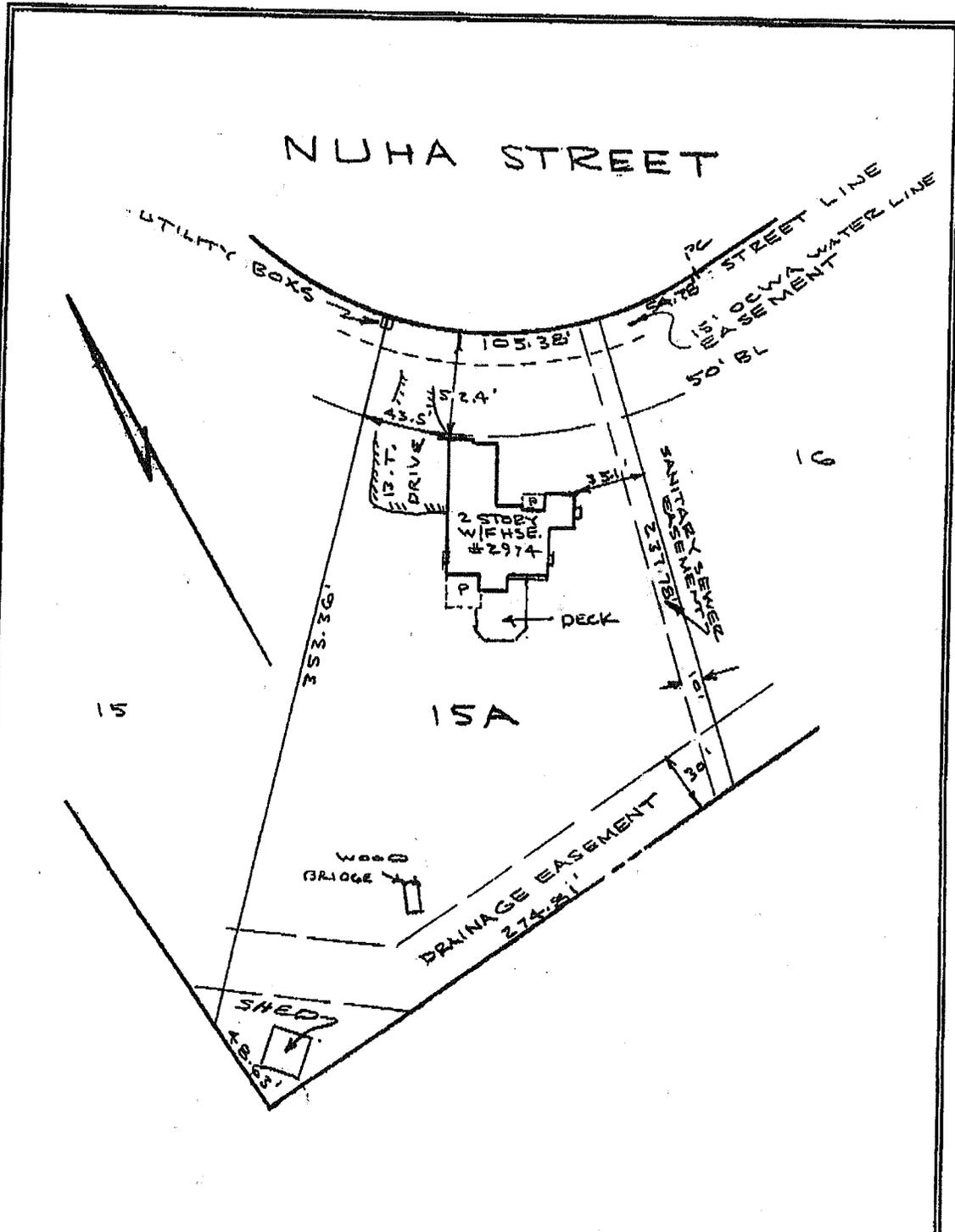
LOT 15
SECTION A-2
MELIA PARK
TOWN OF LYSANDER
ONONDAGA COUNTY
NEW YORK

SCALE: 1" = 50'

DATE:
8-09-2012

APPLIED EARTH TECHNOLOGIES
WHEN EXPERIENCE MATTERS
STEPHEN SEHNERT
LAND SURVEYOR
BALDWINVILLE, NEW YORK

260 38 2112.73



Copyright 2015 Stephen Sehnert. All Rights Reserved.

Filed Map No. 16519

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7208, sub-division 2, of the New York State Education Law.

Building location surveys do not include placing of property corner stakes.

Valid only when marked with the land surveyor's original seal and signature.

Certifications indicated hereon shall run only to those who rely on this map for the specific transaction for which this survey is prepared and to the assignees of the lending institution. Certifications are not transferable for subsequent transactions.

This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain title insurance for any subsequent or future grantee.

Offsets from property lines measured to foundation walls of buildings unless otherwise indicated.

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS MAP IS MADE FROM AN ACTUAL SURVEY OF THE PROPERTY SHOWN HEREON.

LICENSED LAND SURVEYOR

MAP OF

LOT 15A
SECTION A2
MELIA PARK
TOWN OF LYSANDER
ONONDAGA COUNTY
NEW YORK

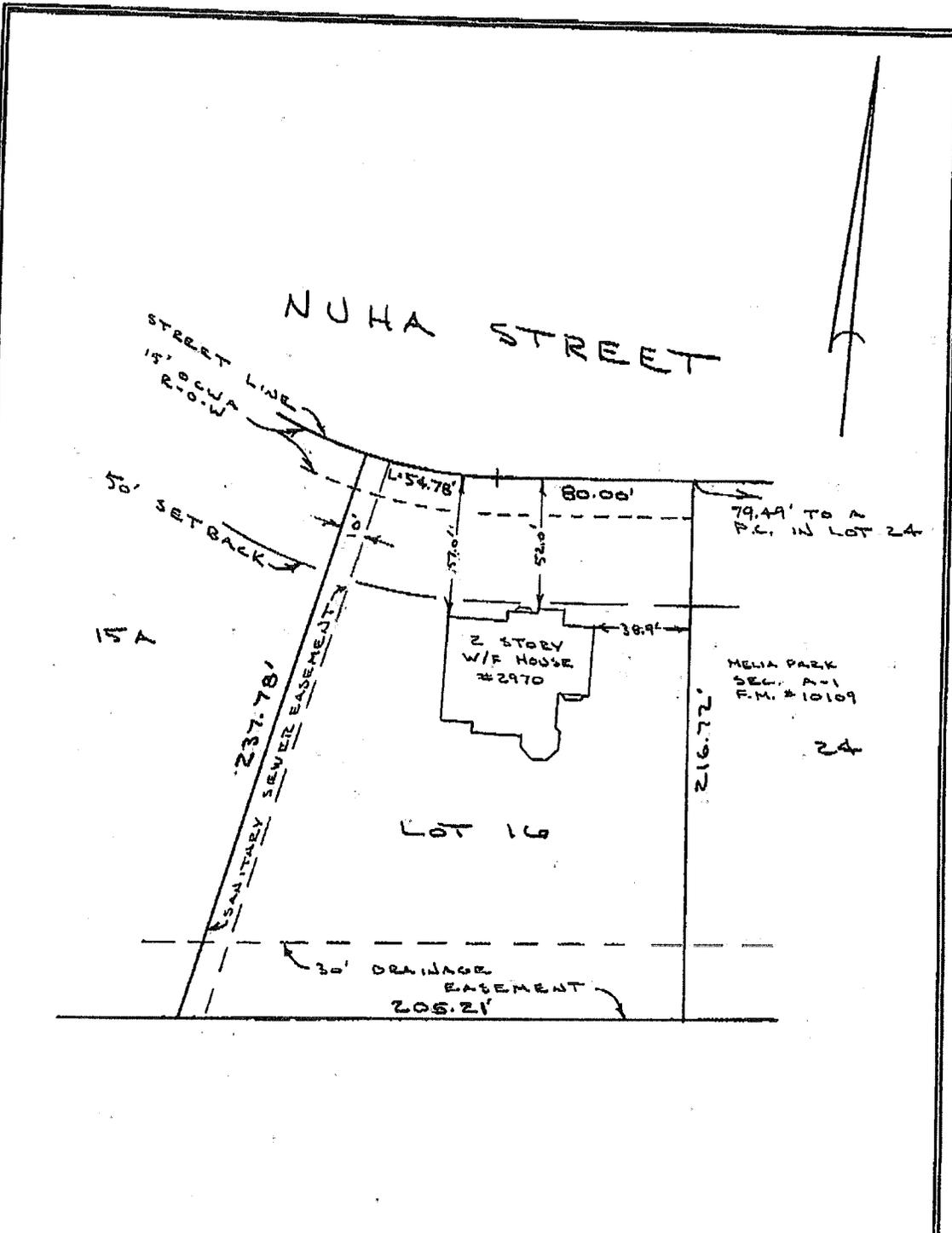
APPLIED EARTH TECHNOLOGIES

STEPHEN SEHNERT
LAND SURVEYOR
BALDWINVILLE, NEW YORK

SCALE: 1" = 60'

DATE: 5-12-2015

249	11	2112.75
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Filed Map No. _____

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7208, sub-division 2, of the New York State Education Law.

Building location surveys do not include placing of property corner stakes.

Valid only when marked with the land surveyor's original seal and signature.

Certifications indicated hereon shall run only to those who rely on this map for the specific transaction for which this survey is prepared and to the assignees of the lending institution. Certifications are not transferable for subsequent transactions.

This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain title insurance for any subsequent or future grantees.

Offsets from property lines measured to foundation walls of buildings unless otherwise indicated.

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS MAP IS MADE FROM AN ACTUAL SURVEY OF THE PROPERTY SHOWN HEREON.

LICENSED LAND SURVEYOR

MAP OF

LOT 16
MELIA PARK
SECTION A-2
TOWN OF LYSANDER
ONONDAGA COUNTY
NEW YORK

APPLIED EARTH TECHNOLOGIES

STEPHEN SEHNERT
LAND SURVEYOR
BALDWINSVILLE, NEW YORK

SCALE: 1" = 50'

DATE

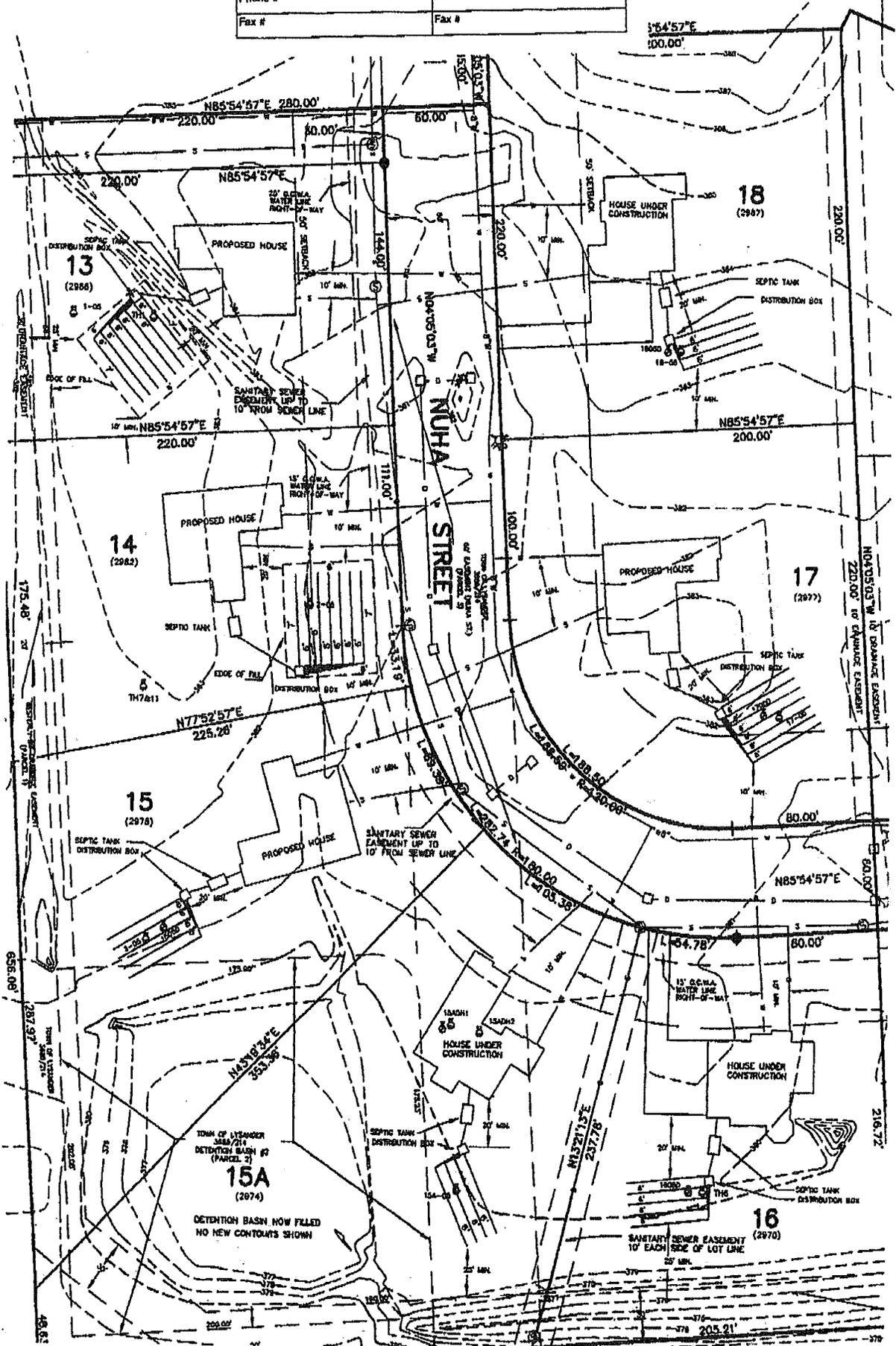
10-24-06

236	67	2112.45
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12

Post-it® Fax Note	7671	Date	12/23/16	# of Pages	5
To	Pat Thompson	From	Sehner		
Co/Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

N85°54'57"E
100.00'



10.

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

THIS INDENTURE, made the 12th day of March 1991 .
BETWEEN

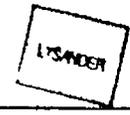
RAWAN LTD., a domestic corporation with its principal place for the transaction of business being located at 7596 Rania Road, Baldwinsville, New York

DEED 0685 PAGE 214

grantor

TOWN OF LYSANDER, 6 Lock Street, Baldwinsville, New York, a municipal corporation, existing under the laws of the State of New York,

grantee

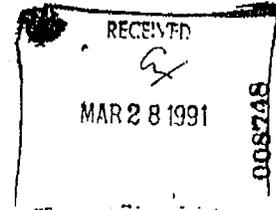


WITNESSETH, that the grantor, in consideration of One and 00/100----- (\$1.00) Dollars paid by the grantee, hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever.

ALL AND by these presents does grant and release to the Town of Lysander, in the County of Onondaga and State of New York as grantee, its successors and/or assigns, a perpetual right-of-way and easement to construct, re-construct, repair, replace, maintain and operate one or more ditches, pipes, culverts, or any combination thereof, and appurtenances, including improvements thereto for all drainage and sanitary sewer purposes with ingress and egress to accomplish the same as the grantee, its successors and/or assigns may from time to time require upon, along, over, under, through, across and beyond the property described as follows:

(See attached description)

Grantor, for itself and its successors and assigns, hereby covenants not to change the grade of the land or erect any structure within the right-of-way without the express written consent of the grantee. The grantee shall repair any damage done to lawns in the exercise of the rights herein granted.



TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises, TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. AND the grantor covenants as follows:

FIRST. -The grantee shall quietly enjoy the said premises:

SECOND. The grantor will forever warrant the title to said premises:

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written.

In presence of:

RAWAN LTD. L.S.
BY: Nadim Jabaji, President L.S.

STATE OF NEW YORK, COUNTY OF ONONDAGA ss.1
On the 12th day of March 19 91, before me personally came Nadim Jabaji to me known, who, being by me duly sworn, did depose and say that deponent resides at No. 7596 Rania Road, Baldwinsville, NY deponent is President of Rawan, Ltd.

STATE OF NEW YORK, COUNTY OF ss.1
On the day of 19 , before me personally came

the corporation described in and which executed, the foregoing instrument; deponent knows the contents of this instrument, that it was executed by order of the Board of Directors of the corporation; deponent signed deponent's name thereto by like order.

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

MARK W. WASHMUND
Notary Public St. of NY
Qual. On. Co. No. 4889103
My Comm. Exp. 7/28/92

ALL THAT TRACT OF PARCEL OF LAND, situate in the Town of Lysander,
County of Onondaga and State of New York and being part of Park
Lot 97 in said Town and being more particularly bounded and
described as follows:

WESTERLY 20' DRAINAGE EASEMENT
(PARCEL 1)

Beginning at the southwesterly corner of Lot 12, Mellie
Park, Section 8, as filed in the Onondaga County Clerk's
Office as Map Number 7458 on MAP No. 20, 1991, said point of
beginning also being N. 4 -05'-03" W. along the westerly line
of lands of Rawan, Ltd., a distance of 687.23' from the
southwesterly corner of said Rawan, Ltd., thence N. 85
-54'-57" E., a distance of 20.0 feet to a point, thence S. 4
-05'-03" E. and parallel to said westerly line of Rawan, Ltd.
a distance of 667.05 feet to a point, thence N. 85 24' 20" E.
and parallel to the southerly line of Rawan, Ltd., a distance
of 200.01 feet to a point, thence S. 4 -05'-03" E. a distance
of 20.0 feet to a point in the southerly line of Rawan, Ltd.,
thence S. 85 24' 20" W. along said southerly line of Rawan,
Ltd. a distance of 220.00 feet to the southwesterly corner of
Rawan, Ltd., thence N. 4 05' 03" W. along the westerly line
of Rawan, Ltd., a distance of 687.23 feet to the point and
place of beginning.

DETENTION BASIN #2
(PARCEL 2)

Beginning at a point in the easterly line of a 20 foot
drainage easement, said point being N. 4 05' 03" W., a
distance of 222.23 feet along the westerly line of Rawan,
Ltd., thence N. 85 54' 57" E., a distance of 20.0 feet from
the southwesterly corner of Rawan, Ltd., thence N. 85 54' 57"
E., a distance of 175.00 feet to a point of curvature, thence
39.27 feet, along a curve to the right with a radius of 25.0
feet to a point of tangency, thence S. 4 05' 03" E., a
distance of 175.27 feet to a point 20.0 feet north of the
southerly line of Rawan, Ltd., thence S. 85 24' 20" W., and
parallel to said southerly line of Rawan, Ltd., a distance of
200.01 feet to a point 20 feet easterly of the westerly line
of Rawan, Ltd., a distance of 202.05 feet to the point and
place of beginning.

60' EASEMENT (NUHA ST.)
(PARCEL 3)

Beginning at a point in the southerly line of Lands of Rawan, Ltd., said point being N. 85 24' 20" E. and a distance of 220.00 feet from the southwesterly corner of Rawan, Ltd., thence N. 4 05' 03" W., a distance of 685.27 feet to a point, said point being the southeasterly corner of Lot 12 of Melia Park, Section B, as filed in the Onondaga County Clerk's Office as Map No. 7458 on *MARCH 28*, 1991, said point also being the southwesterly terminus point of Nuha Street of said Section B of Melia Park, thence N. 85 54' 57" E. along said southerly terminus of Nuha Street, a distance of 60.00 feet to the southeasterly terminus point of said Nuha Street, thence S. 4 05' 03" E., a distance of 684.73 feet to a point in the southerly line of Rawan, Ltd., thence S. 85 24' 20" W., along said southerly line of Rawan, Ltd., a distance of 60' to a point thence N. 4 05' 03" W., a distance of 685.27' to the point and place of beginning.

30' EASEMENT SOUTHERLY
(PARCEL 4)

Beginning at a point in the southerly line of Rawan, Ltd., said point being N. 85 24' 20" E. and a distance of 220.0 feet from the southwesterly corner of Rawan, Ltd., thence N. 4 05' 03" W., a distance of 30.00 feet to a point, thence N. 85 24' 20" E. and parallel to said southerly line of Rawan, Ltd., a distance of 739.06 feet to a point, thence S. 3 23' 40" E., a distance of 30.00 feet to a point in the southerly line of Rawan, Ltd., said point also being S. 85 24' 20" W., a distance of 220.0 feet from the southeasterly corner of Rawan, Ltd., thence S. 85 24' 20" W. along said southerly line of Rawan, Ltd., a distance of 738.70 feet to the point and place of beginning.

DETENTION BASIN #1
(PARCEL 5)

Beginning at a point, said point being the southeasterly corner of Rawan, Ltd., thence S. 85° 24' 20" W., along said southerly line of Rawan, Ltd., a distance of 220.00 feet to a point, thence N. 3° 23' 40" W., a distance of 395.00 feet to a point, thence S. 74° 28' 28" E., a distance of 232.51 feet to a point in the easterly line of Rawan, Ltd., thence S. 3° 23' 40" E. along said easterly line, a distance of 315.00 feet to the point and place of beginning.

EASTERLY 20 FOOT EASEMENT
(PARCEL 6)

Beginning at a point in the easterly line of Rawan, Ltd., said point being N. 3° 23' 40" W., a distance of 315.00 feet from the southeasterly corner of Rawan, Ltd., thence N. 74° 28' 28" W., a distance of 21.14 feet to a point, thence N. 3° 23' 40" W., parallel to the easterly line of Rawan, Ltd., a distance of 218.14 feet, more or less to a point in the southerly terminus of Rania Road, as shown on the map of Melia Park, Section B, filed in the Onondaga County Clerk's Office as Map Number 745B on MARCH 28, 1991, thence N. 88° 36' 20" E., along the southerly terminus of said Rania Road, a distance of 20.0 feet to a point in the easterly line of Rawan, Ltd., thence S. 3° 23' 40" E. along said easterly line, a distance of 225.0 feet to the point and place of beginning.

Rec. March 28, 1991
at 4:17 P.M.

Book of Deeds No. 3685
page 214&c.