

July 20, 2017

Town Board Meeting

Agenda Attachments



Agenda Item "A"

July 11, 2017

Joe Saraceni, Town Supervisor
Town of Lysander Offices
8220 Loop Road
Baldwinsville, NY 13027

Dear Supervisor Saraceni and Town Board Members:

Each year, in August, the Radisson Community commemorates its inception with a Founder's Day Celebration. This year, we are celebrating the 43rd anniversary of the founding of the Radisson Community. The event is held at Kerri Hornaday Memorial Park and is free to all Radisson Members! This is the most popular event that we host, attracting a significant number of Radisson's >2,800 homes (8,000+ residents) and > 45 businesses in the Radisson Corporate Park! The event includes food, beverages, children's activities and musical entertainment. The evening concludes with a stunning fireworks display!!

As the Radisson Community continues to increase to grow over time, so do the expenses to host this annual celebration. We are requesting that the Town Board waive the permit fee (\$300) for our fireworks display for this annual event. It is expected that the fireworks will begin at dusk (approximately 9:30pm) and will last 10 – 15 minutes.

Your consideration of this request is very much appreciated.

Sincerely,

Lynn M. Tanner

Lynn M. Tanner, CMCA
Executive Director



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 31st of each contract year and the reconciled balance shall be paid to the municipality by June 15th 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
	TOTAL	32.35

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

July 19, 2017

Punch List Securities Letters

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Timber Banks

Subj: Section 1A, 1B & 2A Punch list Security Reduction

Dear Town Board Members:

The Developer of Timber Banks has made progress on several of the items included in the Punch List for Sections 1A, 1B phases 1-4 & 2A of the Timber Banks Subdivision. After further review of the remaining punch list work I would recommend that the Board consider reducing the punch list security to \$17,000 for the tasks included in the attached Revised Final Punch List dated July 19, 2017.

Regards



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

Attachment

Cc: Gary Pooler, President Pooler Development

02/3/1
02/03/14
Rev. 07/19/17
AJY

Revised Final Punch List

Timber Banks Section 1A, 1B Phases 1-4 & 2A

1. Furnish and install 1" Type 6F asphalt top course and tack coat Bramble Run Sta. 0+50 to Sta. 4+50	\$ 10,000 (07/19/17)
2. Place topsoil, seed and establish turf in road right of way	\$ 6,000 \$ 3,000 (07/19/17)
3. Maintain Erosion and Sediment Control Measures	\$ 6,000 \$ 3,000 (07/19/17)
4. Clean closed drainage system after placement of asphalt top course and completion of home construction	\$ 11,000 _____
Total	\$ 33,000 \$ 17,000 (07/19/17)

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

July 19, 2017

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Timber Banks Section 1B Phase 5

Subj: Punch List Security Reduction

Dear Town Board Members:

The owner of the Timber Banks Section 1B Phase 5 subdivision recently completed several of the remaining punch list items. At this time I would recommend that the Town Board reduce the Punch List security requirement to \$6,000, as shown in the attached revised punch list dated July 19, 2017.

Regards



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

Attachments

Cc: Gary Pooler, The Timbers

06/30/15
Rev. 07/19/17
AJY

Final Punch List

Timber Banks Section 1B Phase 5

1. Furnish and install 1.5" Type 6F asphalt top course and tack coat	\$ 26,500
	(7/19/17)
2. Place topsoil, seed and establish turf in road right of way	\$ 3,000
3. Maintain Erosion and Sediment Control Measures	\$ 1,500
4. Clean closed drainage system after placement of asphalt top course	\$ 1,500
5. Repair damaged valley gutter and asphalt binder course at intersection of Forest Ridge Lane and Bramble Run	\$ 5,000
	(7/19/17)
6. Clean up right of way after National Grid Utility Installation	\$ 5,000
	(7/19/17)
Total	\$ 42,500
	\$ 6,000
	(7/19/17)

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

July 19, 2017

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: 8706 North Entry Road

Subj: Punch List Security Release

Dear Town Board Members:

The developer of the 8706 North Entry Road project has completed the remaining work included in the punch list for the project. At this time it would be appropriate for the Town Board to pass a resolution releasing the punch list security in the amount of \$5,000 to the developer.

Regards



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

Cc: Scott Merle
Dina Falcone, Town Clerk
David Rahrle, Town Comptroller

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

June 28, 2017

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Crimson Ridge Phase V

Subj: Punch list Security Reduction

Dear Town Board Members:

The owner of the Crimson Ridge Phase V subdivision recently completed several of the remaining punch list items. At this time I would recommend that the Town Board reduce the Punch List security requirement to \$5,500 , as shown in the attached revised punch list..

Regards



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

Attachments

Cc: Jim Bondur

Revised 6/28/17

Final Punch List

Crimson Ridge Phase V

1. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 20,000 (6/28/17)
2. Fine grade swale and establish turf in drainage easement to stormwater pond	\$ 1,500
3. Cleanup and fine grading of Right-of-Way after National Grid Installation	\$ 5,000 \$ 1,500 (6/28/17)
4. Clean closed drainage system and stormwater pond fore bays after placement Once all land in the development has been stabilized and the asphalt top course has been placed	\$ 2,500
5. Install monument	\$ 1,000 (6/28/17)
Total	\$ 30,000 \$ 5,500 (6/28/17)

**Short Environmental Assessment Form
Part 1 - Project Information**

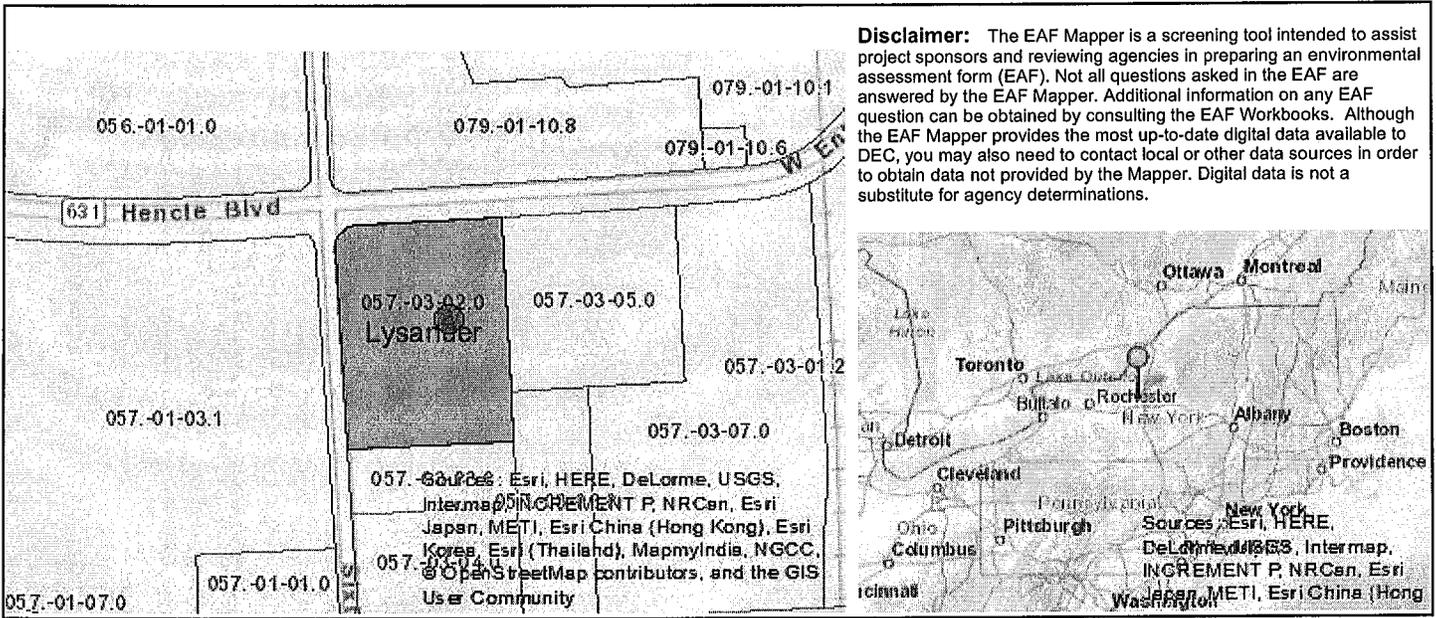
Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: Town of Lysander Highway Storage Facility			
Project Location (describe, and attach a location map): 2730 West Entry Road baldwinsville NY, 13027			
Brief Description of Proposed Action: The project consists of construction of a 60'x80' pole barn with utilities for storage of equipment and materials.			
Name of Applicant or Sponsor: Town of Lysander		Telephone: 315-857-0281	
		E-Mail: supervisor@townoflysander.org	
Address: 8220 Loop Road			
City/PO: Baldwinsville		State: NY	Zip Code: 13027
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: The project is funded through a grant from the New York State Dormitory Authority.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____	6 acres
b. Total acreage to be physically disturbed?		_____	.2 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____	6 acres
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

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



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project:	Town of Lysander Highway Storage Fa
Date:	07/20/2017

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

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

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

Project: Town of Lysander Highway

Date: 07/20/2017

**Short Environmental Assessment Form
Part 3 Determination of Significance**

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town of Lysander	07/20/2017
Name of Lead Agency	Date
Joseph P. Saraceni	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM