

WORK SESSION ATTACHMENTS

DRAFT

LOCAL LAW NUMBER ____ OF 2016

OF THE TOWN OF LYSANDER, NEW YORK

A LOCAL LAW REGULATING THE SITING OF WIRELESS TELECOMMUNICATIONS FACILITIES

Section 1. Purpose and Legislative Intent.

The Telecommunications Act of 1996 affirmed the Town of Lysander's authority concerning the placement, construction and Modification of Wireless Telecommunications Facilities. The Town of Lysander finds that Wireless Telecommunications Facilities may pose significant concerns to the health, safety, public welfare, character and environment of the Town and its inhabitants. The Town also recognizes that facilitating the development of Wireless Service technology can be an economic development asset to the Town and of significant benefit to the Town and its residents. In order to insure that the placement, construction or Modification of Wireless Telecommunications Facilities is consistent with the Town's land use policies, the Town is adopting a single, comprehensive, Wireless Telecommunications Facilities Application and permit process. The intent of this Local Law is to minimize impact of Wireless Telecommunications Facilities, establish a fair and efficient process for review and approval of Applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the Town of Lysander.

Section 2. Title.

This Local Law shall be known and cited as the Wireless Telecommunications Facilities Siting Local Law for the Town of Lysander.

Section 3. Severability.

- A) If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law or any Application thereof to any Person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of this Local Law, and all Applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

- B) Any Special Use Permit issued under this Local Law shall be comprehensive and not severable. If part of a permit is deemed or ruled to be invalid or unenforceable in any material respect, by a competent authority, or is overturned by a competent authority, the Permit shall be void in total, upon determination by the Town.

Section 4. Definitions.

For purposes of this Local Law, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

- A) **“Accessory Facility or Structure”** means an accessory Facility or Structure serving or being used in conjunction with Wireless Telecommunications Facilities, and located on the same property or lot as the Wireless Telecommunications Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets.
- B) **“Applicant”** means any Wireless Service provider submitting an Application for a Special Use Permit for Wireless Telecommunications Facilities.
- C) **“Application”** means all necessary and appropriate documentation that an Applicant submits in order to receive a Special Use Permit for Wireless Telecommunications Facilities.
- D) **“Antenna”** means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other Wireless signals.
- E) **“Board”** means the _____ of the Town of Lysander.
- F) **“Co-location”** means the use of an existing Tower or Structure to support Antennae for the provision of Wireless Services. A replacement Tower that is constructed on the same site as an existing Tower will be considered a Co-location as long as the new Tower is no taller than the old Tower and that the old Tower is removed in a reasonable short time frame after the new Tower is constructed.
- G) **“Commercial Impracticability”** or **“Commercially Impracticable”** means the inability to perform an act on terms that are reasonable in commerce; the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not deem a situation to be “Commercially Impracticable” and shall not render an act or the terms of an agreement “commercially impracticable”.
- H) **“Completed Application”** means an Application that contains all information and/or data necessary to enable an informed decision to be made with respect to an Application.
- I) **“Distributed Antenna System or DAS”** means a network of spatially separated Antenna nodes connected to a common source via a transport medium that provides Wireless Service within a geographic area or Structure.
- J) **“Eligible Facility”** means a Facility as defined in FCC 14-153.
- K) **“FAA”** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
- L) **“FCC”** means the Federal Communications Commission, or its duly designated and authorized successor agency.
- M) **“Height”** means, when referring to a Tower or Structure, the distance measured from the pre-existing grade level to the highest point on the Tower or Structure, even if said highest point is an Antenna or lightening protection device.

- N) **“Modification” or “Modify”** means, the addition, removal or change of any of the physical and visually discernable components or aspects of a Wireless Facility, such as Antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernable components, vehicular access, parking and/or an upgrade or change out of equipment for better or more modern equipment. Adding a new Wireless carrier or service provider to a Telecommunications Tower or Telecommunications Site as a Co-location is a Modification. A Modification shall not include the replacement of any components of a Wireless Facility where the replacement is identical to the component being replaced or for any matters that involve the normal Repair and Maintenance of a Wireless Facility without adding, removing or changing corporation, estate, trust, partnership, joint stock Company, association of anything.
- O) **“NIER”** means Non-Ionizing Electromagnetic Radiation
- P) **“Person”** means any individual, corporation, estate, trust, partnership, joint stock Company, association of two (2) or more Persons having a joint common interest, or any other entity.
- Q) **“Personal Wireless Facility”** See definition for ‘Wireless Telecommunications Facilities’
- P) **“Personal Wireless Services” or “PWS” or “Personal Telecommunications Service” or “PCS”** shall have the same meaning as defined and used in the 1996 Telecommunications Act.
- Q) **“Repairs and Maintenance”** means the replacement of any components of a Wireless Facility where the replacement is identical to the component being replaced or for any matters that involve the normal Repair and Maintenance of a Wireless Facility without the addition, removal or change of any of the physical or visually discernable components or aspects of a Wireless Facility that will add to the visible appearance of the Facility as originally permitted.
- R) **“Special Use Permit”** means the official document or permit by which an Applicant is allowed to file for a building permit to construct and use Wireless Telecommunications Facilities as granted or issued by the Town.
- S) **“Stealth” or “Stealth Technology”** means to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive Facility that is not technologically or Commercially Impracticable under the facts and circumstances,
- T) **“State”** means the State of New York.
- U) **“Telecommunications”** means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems
- V) **“Telecommunication Site”** See definition for Wireless Telecommunications Facilities
- W) **“Telecommunications Structure”** means a Structure used in the provision of services described in the definition of ‘Wireless Telecommunications Facilities’
- X) **“Temporary”** means, Temporary in relation to all aspects and components of this Local Law, something intended to, or that does not exist for more than ninety (90) days.

- Y) **“Tower”** means any Structure designed primarily to support an Antenna for receiving and/or transmitting a Wireless signal.
- Z) **“Wireless Telecommunications Facilities”** means and includes a **“Telecommunications Site”** and **“Personal Wireless Facility”**. It means a Structure, Facility or location designed, or intended to be used as, or used to support Antennas or other transmitting or receiving devices. This includes without limit, Towers of all types and kinds and Structures, including, but not limited to buildings, church steeples, silos, water Towers, signs or other Structures that can be used as a support Structure for Antennas or the functional equivalent of such. It further includes all related facilities and equipment such as cabling, equipment shelters and other Structures associated with the site. It is a Structure and Facility intended for transmitting and/or receiving radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.

Section 5. Overall Policy and Desired Goals for Special Use Permits for Wireless Telecommunications Facilities.

In order to ensure that the placement, construction, and Modification of Wireless Telecommunications Facilities protects the Town’s health, safety, public welfare, environmental features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in this Local Law, the Town hereby adopts an overall policy with respect to a Special Use Permit for Wireless Telecommunications Facilities for the express purpose of achieving the following goals:

- A) Requiring a Special Use Permit for any new, Co-location or Modification of a Wireless Telecommunications Facility.
- B) Implementing an Application process for Person(s) seeking a Special Use Permit for Wireless Telecommunications Facilities;
- C) Establishing a policy for examining an Application for and issuing a Special Use Permit for Wireless Telecommunications Facilities that is both fair and consistent.
- D) Promoting and encouraging, wherever possible, the sharing and/or Co-location of Wireless Telecommunications Facilities among service providers
- E) Promoting and encouraging, wherever possible, the placement, Height and quantity of Wireless Telecommunications Facilities in such a manner, including but not limited to the use of Stealth Technology, to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive Facility that is not technologically or Commercially Impracticable under the facts and circumstances.
- F) That in granting a Special Use Permit, the Town has found that the Facility shall be the most appropriate site as regards being the least visually intrusive among those available in the Town.

Section 6. Exceptions from a Special Use Permit for Wireless Telecommunications Facilities.

- A) Except as otherwise provided by this Local Law no Person shall be permitted to site, place, build, construct, Modify or prepare any site for the placement or use of, Wireless Telecommunications Facilities as of the effective date of this Local Law without having first obtained a Special Use Permit for Wireless Telecommunications Facilities. Notwithstanding anything to the contrary in this section, no Special Use Permit shall be required for those non-commercial exclusions noted in Section 7.
- B) All legally permitted Wireless Telecommunications Facilities, constructed as permitted, existing on or before the effective date of this Local Law shall be allowed to continue as they presently exist, provided however, that any visible Modification of an existing Wireless Telecommunications Facility will require the complete Facility and any new installation to comply with this Local Law.
- C) Any Repair and Maintenance of a Wireless Facility does not require an Application for a Special Use Permit.

Section 7. Exclusions. The following shall be exempt from this Local Law:

- A) The Town's fire, police, department of transportation or other public service facilities owned and operated by the local government.
- B) Any facilities expressly exempt from the Town's siting, building and permitting authority.
- C) Over-the-Air reception Devices including the reception Antennas for direct broadcast satellites (DBS), multichannel multipoint distribution (Wireless cable) providers (MMDS), television broadcast stations (TVBS) and other customer-end Antennas that receive and transmit fixed Wireless signals that are primarily used for reception.
- D) Facilities exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications.
- E) Facilities used exclusively for providing unlicensed spread spectrum technology i.e. Bluetooth or a 'Hot Spot', where the Facility does not require a new Tower, where the service is not to be used for commercial purposes, where there is no fee or charge for the use of the service and where the service is intended to be useable for less than 200'.

Section 8. Special Use Permit Application and Other Requirements.

- A) All Applicants for a Special Use Permit for Wireless Telecommunications Facilities or any Modification of such Facility shall comply with the requirements set forth in this Local Law. The Town Board is the officially designated agency or body of the Town to whom Applications for a Special Use Permit for Wireless Telecommunications Facilities must be made, and that is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting or revoking Special Use Permits for Wireless Telecommunications Facilities. The Town may at its discretion delegate or designate other official agencies or officials of the Town to accept, review, analyze, evaluate and make recommendations to the Town Board with respect to

the granting or not granting or revoking Special Use Permits for Wireless Telecommunications Facilities.

- B) The Town Board delegates its authority to the Town _____, or his/her designee, to accept, review, analyze and make “Administrative Approvals” with respect to the granting or not granting, or revoking Special Use Permits for those facilities that meet requirements of the Local Law and that do not require a public hearing as defined by Section 17.
- C) The Town may reject Applications not meeting the requirements stated herein or which are otherwise incomplete
- D) No Wireless Telecommunications Facilities shall be installed, constructed or modified until the Application is reviewed and approved by the Town, and the Special Use Permit has been issued.
- E) Any and all representations made by the Applicant to the Town on the record during the Application process, whether written or verbal, shall be deemed a part of the Application and may be relied upon in good faith by the Town
- F) An Application for a Special Use Permit for Wireless Telecommunications Facilities shall be signed on behalf of the Applicant by the Person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.
- G) The Applicant must provide documentation to verify it has the right to proceed as proposed on the Site. This would require an executed copy of the lease with the landowner or landlord or a signed letter acknowledging authorization. If the Applicant owns the site, a copy of the ownership record is required.
- H) The Applicant shall include a statement in writing:
 - 1) That the Applicant’s proposed Wireless Telecommunications Facilities shall be maintained in a safe manner, and in compliance with all conditions of the Special Use Permit, without exception, unless specifically granted relief by the Town in writing, as well as all applicable and permissible local codes, Local Laws, and regulations, including any and all applicable Town, State and Federal Laws, rules, and regulations;
 - 2) That the construction of the Wireless Telecommunications Facilities is legally permissible, including, but not limited to the fact that the Applicant is authorized to do business in the State.
- I) Where a certification is called for in this Local Law, such certification shall bear the signature and seal of a Registered Professional licensed in the State.
- J) In addition to all other required information as stated in this Local Law, all Applications for the construction or installation of new Wireless Telecommunications Facilities or Modification of an existing Facility shall contain the information hereinafter set forth.
 - 1) A descriptive statement of the objective(s) for the new Facility or Modification including and expanding on a need such as coverage and/or capacity requirements;

- 2) Documentation that demonstrates and proves the need for the Wireless Telecommunications Facility to provide service primarily and essentially within the Town. Such documentation shall include propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites that demonstrate a significant gap in coverage and/or if a capacity need, including an analysis of current and projected usage;
 - 3) The name, address and phone number of the Person preparing the report;
 - 4) The name, address, and phone number of the property owner and Applicant, and to include the legal name of the Applicant. If the site is a Tower and the owner is different than the Applicant, provide name and address of the Tower owner;
 - 5) The postal address and tax map parcel number of the property;
 - 6) The Zoning District or designation in which the property is situated;
 - 7) Size of the property stated both in square feet and lot line dimensions, and a survey showing the location of all lot lines;
 - 8) The location of nearest residential Structure;
 - 9) The location, size and Height of all existing and proposed Structures on the property which is the subject of the Application;
 - 10) The type, locations and dimensions of all proposed and existing landscaping, and fencing;
 - 11) The azimuth, size and center-line Height location of all proposed and existing Antennae on the supporting Structure;
 - 12) The number, type and model of the Antenna(s) proposed with a copy of the specification sheet;
 - 13) The make, model, type and manufacturer of the Tower and design plan stating the Tower's capacity to accommodate multiple users
 - 14) A site plan describing the proposed Tower and Antenna(s) and all related fixtures, Structures, appurtenances and apparatus, including Height above pre-existing grade, materials, color and lighting;
 - 15) The frequency, modulation and class of service of radio or other transmitting equipment;
 - 16) The actual intended transmission power stated as the maximum effective radiated power (ERP) in watts;
 - 17) Signed documentation such as the "Checklist to Determine Whether a Facility is Categorically Excluded" to verify that the Wireless Telecommunication Facility with the proposed installation will be in full compliance with the current FCC RF Emissions guidelines (NIER). If not categorically excluded, a complete RF Emissions study is required to provide verification;
 - 18) A signed statement that the proposed installation will not cause physical or RF interference with other Telecommunications devices;
 - 19) A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities;
 - 20) A copy of the geotechnical sub-surface soils investigation, evaluation report and foundation recommendation for a proposed or existing Tower site and if existing Tower or water tank site, a copy of the installed foundation design.
- K) The Applicant will provide a written copy of an analysis, completed by a qualified individual or organization, to determine if the proposed new Tower or existing Structure intended to support Wireless Facilities is in compliance with Federal Aviation Administration Regulation Part 77 and if it requires lighting. This requirement shall also be for any existing Structure or building where the Application increases the Height of the Structure or building. If this analysis determines, that an FAA determination is required, then all filings with the FAA, all responses from the FAA and any related correspondence shall be provided with the Application.

L) Application for New Tower

- 1) In the case of a new Tower, the Applicant shall be required to submit a written report demonstrating its meaningful efforts to secure shared use of existing Tower(s) or the use of alternative buildings or other Structures within the Town. Copies of written requests and responses for shared use shall be provided to the Town in the Application, along with any letters of rejection stating the reason for rejection.
- 2) In order to better inform the public, in the case of a new Telecommunication Tower, the Applicant shall, prior to the public hearing on the Application, hold a "balloon test". The Applicant shall arrange to fly, or raise upon a Temporary mast, a minimum of a three (3) foot in diameter brightly colored balloon at the maximum Height of the proposed new Tower. The dates, (including a second date, in case of poor visibility on the initial date) times and location of this balloon test shall be advertised by the Applicant seven (7) and fourteen (14) days in advance of the first test date in a newspaper with a general circulation in the Town. The Applicant shall inform the Town, in writing, of the dates and times of the test, at least fourteen (14) days in advance. The balloon shall be flown for at least four consecutive hours sometime between 7:00 am and 4:00 pm on the dates chosen. The primary date shall be on a weekend, but in case of poor weather on the initial date, the secondary date may be on a weekday. A report with pictures from various locations of the balloon shall be provided with the Application.
- 3) The Applicant shall examine the feasibility of designing the proposed Tower to accommodate future demand for at least four (4) additional commercial Applications, for example, future Co-locations. The Tower shall be structurally designed to accommodate at least four (4) additional Antenna Arrays equal to those of the Applicant, and located as close to the Applicant's Antenna as possible without causing interference. This requirement may be waived, provided that the Applicant, in writing, demonstrates that the provisions of future shared usage of the Tower is not technologically feasible, is Commercially Impracticable or creates an unnecessary and unreasonable burden, based upon:
 - a) The foreseeable number of FCC licenses available for the area;
 - b) The kind of Wireless Telecommunications Facilities site and Structure proposed;
 - c) The number of existing and potential licenses without Wireless Telecommunications Facilities spaces/sites;
 - d) Available space on existing and approved Towers.
- 4) Upon completing construction and before the issuance of the Certificate of Compliance, to ensure the Tower was constructed as permitted, the Applicant is to provide signed documentation of the Tower condition such as an ANSI report as per Annex E, Tower Maintenance and Inspection Procedures, ANSI/TIA/EIA-222F or most recent version. The inspection report must be performed every three (3) years for a guyed Tower and five (5) years for monopoles and self-supporting Towers.
- 5) The owner of a proposed new Tower, and his/her successors in interest, shall negotiate in good faith for the shared use of the proposed Tower by other Wireless Service providers in the future, and shall:
 - a) Respond within 60 days to a request for information from a potential shared-use Applicant;

- b) Negotiate in good faith concerning future requests for shared use of the new Tower by other Telecommunications providers;
 - c) Allow shared use of the new Tower if another Telecommunications provider agrees in writing to pay reasonable charges. The charges may include, but are not limited to, a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and Maintenance financing, return on equity, less depreciation, and all of the costs of adapting the Tower or equipment to accommodate a shared user without causing electromagnetic interference.
 - d) Failure to abide by the conditions outlined above may be grounds for revocation of the Special Use Permit.
- M) The Applicant shall provide certification with documentation (structural analysis) including calculations that the Telecommunication Facility Tower and foundation and attachments, rooftop support Structure, water tank Structure, and any other supporting Structure as proposed to be utilized are designed and will be constructed to meet all local, Town, State and Federal structural requirements for loads, including wind and ice loads.
- N) If proposal is for a Co-location or Modification on an existing Tower, the Applicant is to provide signed documentation of the Tower condition such as an ANSI report as per Annex E, Tower Maintenance and Inspection Procedures, ANSI/TIA/EIA-222F or most recent version. The inspection report must be performed every three (3) years for a guyed Tower and five (5) years for monopoles and self-supporting Towers.
- O) All proposed Wireless Telecommunications Facilities shall contain a demonstration that the Facility will be sited so as to minimize visual intrusion as much as possible, given the facts and circumstances involved and will thereby have the least adverse visual effect on the environment and its character and on the residences in the area of the Wireless Telecommunications Facility.
- P) If a new Tower, proposal for a new Antenna attachment to an existing Structure, or Modification adding to a visual impact, the Applicant shall furnish a Visual Impact Assessment, which shall include:
- 1) If a new Tower or increasing the Height of an existing Structure is proposed, a computer generated "Zone of Visibility Map" at a minimum of one mile radius from the proposed Structure, with and without foliage shall be provided to illustrate locations from which the proposed installation may be seen.
 - 2) Pictorial representations of "before and after" (photo simulations) views from key viewpoints both inside and outside of the Town as may be appropriate, including but not limited to State highways and other major roads; State and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided, concerning the appropriate key sites at the pre-application meeting. Provide a map showing the locations of where the pictures were taken and distance from the proposed Structure.

- 3) A written description of the visual impact of the proposed Facility including; and as applicable the Tower base, guy wires, fencing and Accessory buildings from abutting and adjacent properties and streets as relates to the need or appropriateness of screening.
- Q) The Applicant shall demonstrate and provide in writing and/or by drawing how it shall effectively screen from view the base and all related equipment and Structures of the proposed Wireless Telecommunications Facility
- R) The Wireless Telecommunications Facility and any and all Accessory or associated facilities shall maximize the use of building materials, colors and textures designed to blend with the Structure to which it may be affixed and/or to harmonize with the natural surroundings, this shall include the utilization of Stealth or concealment Technology as may be required by the Town.
- S) All utilities at a Wireless Telecommunications Facilities site shall be installed underground whenever possible and in compliance with all Laws, Ordinances, rules and regulations of the Town, including specifically, but not limited to, the National Electrical Safety Code and the National Electrical Code where appropriate
- T) At a Telecommunications Site, an access road, turn-around space and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.
- U) All Wireless Telecommunications Facilities shall be constructed, operated, maintained, Repaired, provided for removal of, modified or restored in strict compliance with all current applicable technical, safety and safety-related codes adopted by the Town, State, or United States, including but not limited to the most recent editions of the ANSI Code, National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.
- V) A holder of a Special Use Permit granted under this Local Law shall obtain, at its own expense, all permits and licenses required by applicable Law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the Town or other governmental entity or agency having jurisdiction over the Applicant.
- W) There shall be a pre-application meeting. The purpose of the pre-application meeting will be to address issues that will help to expedite the review and permitting process. A pre-application meeting shall also include a site visit if there has not been a prior site visit for the requested site.
- X) An Applicant shall submit to the Town the number of Completed Applications determined to be needed at the pre-application meeting. Written notification of the Application shall be provided to the legislative body of all adjacent municipalities as applicable and/or requested.
- Y) The holder of a Special Use Permit shall notify the Town of any intended Modification of a Wireless Telecommunication Facility and shall apply to the Town to Modify, relocate or rebuild a Wireless Telecommunications Facility.

- Z) With respect to this Application process, the Board will normally seek to have lead agency status pursuant to SEQRA. The Board shall conduct an environmental review of the proposed project pursuant to SEQRA in combination with its review of the Application.

Section 9. Location of Wireless Telecommunications Facilities.

- A) Applicants for Wireless Telecommunications Facilities shall locate, site and erect said Wireless Telecommunications Facilities in accordance with the following priorities, one (1) being the highest priority and seven (7) being the lowest priority.
- 1) On existing Towers or other Structures on Town owned properties, including the right-of-way.
 - 2) On existing Towers or other Structures on other property in the Town.
 - 3) A new Tower on Town-owned properties, including the right-of-way.
 - 4) A new Tower on properties in areas zoned for Heavy Industrial use.
 - 5) A new Tower on properties in areas zoned for Commercial use.
 - 6) A new Tower on properties in areas zoned for Agricultural use.
 - 7) A new Tower on properties in areas zoned for Residential use.
- B) If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The Person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.
- C) An Applicant may not by-pass sites of higher priority by stating the site proposed is the only site leased or selected. An Application shall address Co-location as an option. If such option is not proposed, the Applicant must explain to the reasonable satisfaction of the Town why Co-location is commercially or otherwise Impracticable. Agreements between providers limiting or prohibiting Co-location shall not be a valid basis for any claim of Commercial Impracticability or hardship.
- D) Notwithstanding the above, the Town may approve any site located within an area in the above list of priorities, provided that the Town finds that the proposed site is in the best interest of the health, safety and welfare of the Town and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood.
- E) The Applicant shall submit a written report demonstrating the Applicant's review of the above locations in order of priority, demonstrating the technological reason for the site selection. If appropriate, based on selecting a site of lower priority, a detailed written explanation as to why sites of a higher priority were not selected shall be included with the Application.
- F) Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the Town may disapprove an Application for any of the following reasons.
- 1) Conflict with safety and safety-related codes and requirements;
 - 2) Conflict with the historic nature or character of a neighborhood or historical district;
 - 3) The use or construction of Wireless Telecommunications Facilities which is contrary to an already stated purpose of a specific zoning or land use designation;

- 4) The placement and location of Wireless Telecommunications Facilities which would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the Town, or employees of the service provider or other service providers;
- 5) Conflicts with the provisions of this Local Law.

Section 10. Shared Use of Wireless Telecommunications Facilities and Other Structures.

- A) The Town, as opposed to the construction of a new Tower, shall prefer locating on existing Towers or others Structures without increasing the Height. The Applicant shall submit a comprehensive report inventorying existing Towers and other suitable Structures within two (2) miles of the location of any proposed new Tower, unless the Applicant can show that some other distance is more reasonable and demonstrate conclusively why an existing Tower or other suitable Structure cannot be used.
- B) An Applicant intending to locate on an existing Tower or other suitable Structure shall be required to document the intent of the existing owner to permit its use by the Applicant.
- C) Such shared use shall consist only of the minimum Antenna Array technologically required to provide service primarily and essentially within the Town, to the extent practicable, unless good cause is shown.

Section 11. Height of Telecommunications Tower(s).

- A) The Applicant shall submit documentation justifying the total Height of any Tower, Facility and/or Antenna requested and the basis therefore. Documentation in the form of propagation studies must include all backup data used to perform at requested Height and a minimum of ten (10') feet lower Height to allow verification of this Height need. Such documentation will be analyzed in the context of the justification of the Height needed to provide service primarily and essentially within the Town, to the extent practicable, unless good cause is shown.
- B) No Tower constructed after the effective date of this Local Law, including allowing for all attachments, shall exceed that Height which shall permit operation without required artificial lighting of any kind in accordance with Town, State, and/or any Federal statute, law, local law, Town Law, code, rule or regulation.

Section 12. Visibility of Wireless Telecommunications Facilities.

- A) Wireless Telecommunications Facilities shall not be artificially lighted or marked, except as required by Law.
- B) Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of this Local Law.
- C) If lighting is required, Applicant shall provide a plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under State and Federal regulations.

Section 13. Security of Wireless Telecommunications Facilities.

All Wireless Telecommunications Facilities and Antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

- A) All Antennas, Towers and other supporting Structures, including guy anchor points and wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and
- B) Transmitters and Telecommunications control points shall be installed in such a manner that they are readily accessible only to Persons authorized to operate or service them.

Section 14. Signage.

Wireless Telecommunications Facilities shall contain a sign no larger than four (4) square feet in order to provide adequate notification to Persons in the immediate area of the presence of RF radiation or to control exposure to RF radiation within a given area. A sign of the same size is also to be installed to contain the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet of the Applicant and be visible from the access point of the site and must identify the equipment owner of the shelter or cabinet. On Tower sites, an FCC registration site as applicable is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

Section 15. Lot Size and Setbacks.

All proposed Towers and any other proposed Wireless Telecommunications Facility Structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: A distance equal to the Height of the proposed Tower or Wireless Telecommunications Facility Structure plus ten percent (10%) of the Height of the Tower or Structure, or the existing setback requirement of the underlying Zoning District, whichever is greater. Any Accessory Structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

Section 16. Retention of Expert Assistance and Reimbursement by Applicant.

- A) The Town may hire any consultant and/or expert necessary to assist the Town in reviewing and evaluating the Application, including the construction and Modification of the site, once permitted, and any site inspections.
- B) An Applicant shall deposit with the Town escrow funds sufficient to reimburse the Town for all costs of the Town's consultant in providing expert evaluation and consultation to any agency of the Town in connection with the review of any Application, including where applicable, the lease negotiation, the pre -approval evaluation, and the construction and Modification of the site, once permitted. The initial deposit shall be \$8,500.00. The placement of the \$8,500.00 with the Town shall precede the pre-application meeting. The Town will maintain a separate escrow account for all such funds. The Town's consultants/experts shall invoice the Town for its services related to the Application. If at any time during the process this escrow account has a balance less than \$2,500.00, the Applicant shall immediately, upon notification by the Town, replenish said escrow account so that it has a balance of at least \$5,000.00. Such additional escrow funds shall be deposited with the Town before any further action or consideration is taken on the

Application. In the event that the amount held in escrow by the Town is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall, upon request of the Applicant, be promptly refunded to the Applicant. If notified by the Town that additional escrow is required, the Applicant may request copies of Consultants' and/or experts' invoices. If the Applicant finds errors in those invoices, Applicant may ask the Town to audit those specific items for reasonableness, and may request relief there from if not deemed reasonable by the Town.

- C) Notwithstanding the above, there shall be a fee cap of \$17,000.00 as to the total consultant fees to be charged to Applicant in a case. The foregoing does not prohibit the Town from imposing additional reasonable and cost based fees for costs incurred should an Applicant amend or change its Application and the fee cap shall not apply as to any fees which the Town determines to be attributable to the dilatory or otherwise bad faith actions of Applicant in providing a complete Application or in proceeding with a public hearing.
- D) The total amount of the funds needed as set forth in subsection (B) of this section may vary with the scope (lease negotiations and/or review) and complexity of the project, the completeness of the Application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or Modification.

Section 17. Public Hearing and Notification Requirements.

- A) Prior to the approval of any Application for a Special Use Permit for Wireless Telecommunications Facilities, a Public Hearing shall be held by the Town, notice of which shall be published in the newspaper general circulation in of the Town no less than ten (10) calendar days prior to the scheduled date of the Public Hearing. In order that the Town may notify nearby landowners, the Application shall contain the names and address of all landowners whose property is located within fifteen hundred (1,500) feet of any property line of the lot or parcel on which the new Wireless Telecommunications Facilities are proposed to be located.
- B) There shall be no Public Hearing required for an Application to co-locate on an existing Tower or other Structure or a Modification at an existing site, as long as there is no proposed increase in the Height of the Tower or Structure, including attachments thereto. In addition, for an Eligible Facility request, no public hearing shall be required. Rather, an administratively granted Special Use Permit shall be granted by the _____
- C) The Town shall schedule the Public Hearing referred to in Subsection (A) of this section once it finds the Application is complete, the Town, at any stage prior to issuing a Special Use Permit, may require such additional information as it deems necessary.

Section 18. Action on an Application for a Special Use Permit for Wireless Telecommunications Facilities.

- A) The Town will undertake a review of an Application pursuant to this Article in a timely fashion, consistent with its responsibilities, and shall act within a reasonable period of time given the relative complexity of the Application and the circumstances, with due regard for the public's interest and need to be involved, and the Applicant's desire for a timely resolution.
- B) The Town may refer any Application or part thereof to any advisory, other committee or commission for a non-binding recommendation.

- C) After the Public Hearing and after formally considering the Application, the Town may approve, approve with conditions, or deny a Special Use Permit. Its decision shall be in writing and shall be supported by substantial evidence contained in a written record. The burden of proof for the granting of the Permit shall always be upon the Applicant.
- D) If the Town approves the Special Use Permit for Wireless Telecommunications Facilities, then the Applicant shall be notified of such approval in writing within ten (10) calendar days of the Town's action, and the Special Use Permit shall be issued within thirty (30) days after such approval. Except for necessary building permits, and subsequent Certificates of Compliance, once a Special Use Permit has been granted hereunder, no additional permits or approvals from the Town, such as site plan or zoning approvals, shall be required by the Town for the Wireless Telecommunications Facilities covered by the Special Use Permit.
- E) If the Town denies the Special Use Permit for Wireless Telecommunications Facilities, then the Applicant shall be notified of such denial in writing within ten (10) calendar days of the Town's action.

Section 19. Extent and Parameters of Special Use Permit for Wireless Telecommunications Facilities.

The extent and parameters of a Special Use Permit for Wireless Telecommunications Facilities shall be as follows:

- A) Such Special Use Permit shall not be assigned, transferred or conveyed without the express prior written notification to the Town.
- B) Such Special Use Permit may, following a hearing upon due prior notice to the Applicant, be revoked, canceled, or terminated for a violation of the conditions and provisions of the Special Use Permit, or for a material violation of this Local Law after prior written notice to the holder of the Special Use Permit.

Section 20. Application Fee.

At the time that a Person submits an Application for a Special Use Permit for a new Tower, such Person shall pay a non-refundable Application fee of \$5,000.00 to the Town. If the Application is for a Special Use Permit for Modifying or co-locating on an existing Tower or other suitable Structure, where no increase in Height of the Tower or Structure is required, or for a Temporary Facility the non-refundable fee shall be \$2,500.00.

Section 21. Performance Security.

The Applicant and the owner of record of any proposed Wireless Telecommunications Facilities property site shall, at its cost and expense, be jointly required to execute and file with the Town a bond, or other form of security acceptable to the Town as to type of security and the form and manner of execution, in an amount of at least \$75,000.00 for a Tower Facility and \$25,000 for a Co-location on an existing Tower or other Structure and with such sureties as are deemed sufficient by the Town to assure the faithful performance of the terms and conditions of this Local Law and conditions of any Special Use Permit issued pursuant to this Local Law. The full amount of the bond or security shall remain in full force and effect throughout the term of the Special Use Permit and/or until any necessary site restoration is completed to restore the site to a condition comparable to that, which existed prior to the issuance of the original Special Use Permit.

Section 22. Reservation of Authority to Inspect Wireless Telecommunications Facilities.

In order to verify that the holder of a Special Use Permit for Wireless Telecommunications Facilities and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facilities, including Towers and Antennas, in accordance with all applicable technical, safety, fire, building, and zoning codes, Laws, Ordinances and regulations and other applicable requirements, the Town may inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, Modification and Maintenance of such facilities, including, but not limited to, Towers, Antennas and buildings or other Structures constructed or located on the permitted site.

Section 23. Liability Insurance.

- A) A holder of a Special Use Permit for Wireless Telecommunications Facilities shall secure and at all times maintain public liability insurance for Personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Special Use Permit in amounts as set forth below
- 1) Commercial General Liability covering Personal injuries, death and property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - 2) Automobile Coverage: \$1,000,000 per occurrence/ \$2,000,000 aggregate;
 - 3) Workers Compensation and Disability: Statutory amounts
- B) For a Wireless Telecommunications Facility on Town property, the Commercial General Liability insurance policy shall specifically include the Town and its officers, Boards, employees, committee members, attorneys, agents and consultants as additional insureds.
- C) The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least A.
- D) The insurance policies shall contain an endorsement obligating the insurance company to furnish the Town with at least thirty-(30) days prior written notice in advance of the cancellation of the insurance.
- E) Renewal or replacement policies or certificates shall be delivered to the Town at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
- F) Before construction of a permitted Wireless Telecommunications Facilities is initiated, but in no case later than fifteen (15) days after the granting of the Special Use Permit, the holder of the Special Use Permit shall deliver to the Town a copy of each of the policies or certificates representing the insurance in the required amounts.

Section 24. Indemnification.

- A) Any Application for Wireless Telecommunication Facilities that is proposed for Town property, pursuant to this Local Law, shall contain a provision with respect to indemnification. Such provision shall require the Applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the Town, and its officers, Boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction,

erection, Modification, location, products performance, use, operation, Maintenance, Repair, installation, replacement, removal, or restoration of said Facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the Town.

- B) Notwithstanding the requirements noted in subsection (A) of this section, an indemnification provision will not be required in those instances where the Town itself applies for and secures a Special Use Permit for Wireless Telecommunications Facilities

Section 25. Fines.

- A) In the event of a violation of this Local Law or any Special Use Permit issued pursuant to this Local Law, the Town may impose and collect, and the holder of the Special Use Permit for Wireless Telecommunications Facilities shall pay to the Town, fines or penalties as set forth below.
- B) The holder of a Special Use Permits failure to comply with provisions of this Local Law shall constitute a violation of this Local Law and shall subject the Applicant to the code enforcement provisions and procedures as provided in _____ of the Town of Lysander Code of Local Laws and Section _____, _____ Statutes.
- C) Notwithstanding anything in this Local Law, the holder of the Special Use Permit for Wireless Telecommunications Facilities may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with this Local Law or any section of this Local Law. An attempt to do so shall subject the holder of the Special Use Permit to termination and revocation of the Special Use Permit. The Town may also seek injunctive relief to prevent the continued violation of this Local Law, without limiting other remedies available to the Town.

Section 26. Default and/or Revocation.

If a Wireless Telecommunications Facility is Repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is inconsistent or not in compliance with the provisions of this Local Law or of the Special Use Permit, then the Town shall notify the holder of the Special Use Permit in writing of such violation. A Permit holder in violation may be considered in default and subject to fines as in Section 25 and if a violation is not corrected to the satisfaction of the Town in a reasonable period of time the Special Use Permit is subject to revocation.

Section 27. Removal of Wireless Telecommunications Facilities.

- A) Under the following circumstances, the Town may determine that the health, safety, and welfare interests of the Town warrant and require the removal of Wireless Telecommunications Facilities.
 - 1) Wireless Telecommunications Facilities with a permit have been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety consecutive (90) days or a total of one hundred-eighty (180) days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, Repair or removal shall commence within 90 days;

- 2) Permitted Wireless Telecommunications Facilities fall into such a state of disrepair that it creates a health or safety hazard;
 - 3) Wireless Telecommunications Facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Special Use Permit, or any other necessary authorization and the Special Permit may be revoked.
- B) If the Town makes such a determination as noted in subsection (A) of this section, then the Town shall notify the holder of the Special Use Permit for the Wireless Telecommunications Facilities within forty-eight (48) hours that said Wireless Telecommunications Facilities are to be removed, the Town may approve an interim Temporary use agreement/permit, such as to enable the sale of the Wireless Telecommunications Facilities.
 - C) The holder of the Special Use Permit, or its successors or assigns, shall dismantle and remove such Wireless Telecommunications Facilities, and all associated Structures and facilities, from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or Commercial Impracticability, within ninety (90) days of receipt of written notice from the Town. However, if the owner of the property upon which the Wireless Telecommunications Facilities are located wishes to retain any access roadway to the Wireless Telecommunications Facilities, the owner may do so with the approval of the Town.
 - D) If Wireless Telecommunications Facilities are not removed or substantial progress has not been made to remove the Wireless Telecommunications Facilities within ninety (90) days after the Permit holder has received notice, then the Town may order officials or representatives of the Town to remove the Wireless Telecommunications Facilities at the sole expense of the owner or Special Use Permit holder.
 - E) If, the Town removes, or causes to be removed, Wireless Telecommunications Facilities, and the owner of the Wireless Telecommunications Facilities does not claim and remove it from the site to a lawful location within ten (10) days, then the Town may take steps to declare the Wireless Telecommunications Facilities abandoned, and sell them and their components.
 - F) Notwithstanding anything in this Section to the contrary, the Town may approve a Temporary use permit/agreement for the Wireless Telecommunications Facilities, for no more ninety (90) days, during which time a suitable plan for removal, conversion, or re-location of the affected Wireless Telecommunications Facilities shall be developed by the holder of the Special Use Permit, subject to the approval of the Town, and an agreement to such plan shall be executed by the holder of the Special Use Permit and the Town. If such a plan is not developed, approved and executed within the ninety (90) day time period, then the Town may take possession of and dispose of the affected Wireless Telecommunications Facilities in the manner provided in this Section.

Section 28. Relief.

Any Applicant desiring relief, waiver or exemption from any aspect or requirement of this Local Law may request such, provided that the relief or exemption is contained in the submitted Application for either a Special Use Permit, or in the case of an existing or previously granted Special Use Permit a request for Modification of its Tower and/or facilities. Such relief may be Temporary or permanent, partial or complete. However, the burden of proving the need for the requested relief, waiver or exemption is solely on the Applicant to prove. The Applicant shall bear all costs of the Town in

considering the request and the relief, waiver or exemption. No such relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted the relief, waiver or exemption will have no significant effect on the health, safety and welfare of the Town, its residents and other service providers.

Section 29. Periodic Regulatory Review by the Town.

- A) The Town may at any time conduct a review and examination of this entire Local Law.
- B) If after such a periodic review and examination of this Local Law, the Town determines that one or more provisions of this Local Law should be amended, repealed, revised, clarified, or deleted, then the Town may take whatever measures are necessary in accordance with applicable Law in order to accomplish the same. It is noted that where warranted, and in the best interests of the Town, the Town may repeal this entire Local Law at any time.
- C) Notwithstanding the provisions of subsections (A) and (B) of this Section, the Town may at any time and in any manner (to the extent permitted by Federal, State, or local law), amend, add, repeal, and/or delete one or more provisions of this Local Law.

Section 30. Adherence to State and/or Federal Rules and Regulations.

- A) To the extent that the holder of a Special Use Permit for Wireless Telecommunications Facilities has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Special Use Permit shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding Height, lighting, security, electrical and RF emission standards.
- B) To the extent that applicable rules, regulations, standards, and provisions of any State or Federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding Height, lighting, and security are changed and/or are modified during the duration of a Special Use Permit for Wireless Telecommunications Facilities, then the holder of such a Special Use Permit shall conform the permitted Wireless Telecommunications Facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

Section 31. Conflict with Other Laws.

Where this Local Law differs or conflicts with other Laws, rules and regulations, unless the right to do so is preempted or prohibited by the Town, State or Federal government, this Local Law shall apply.

Section 32. Effective Date.

This Local Law shall be effective immediately upon passage, pursuant to applicable legal and procedural requirements.

Section 33. Authority.

This Local Law is enacted pursuant to applicable authority granted by the State and federal government.

TOWN OF LYSANDER

OFFICE OF THE SUPERVISOR

Joseph P. Saraceni
Supervisor
Tel: (315) 638-4264

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

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

July 1, 2016

Work Session Attachment #3

Lysander Town Board
8220 Loop Road
Baldwinsville NY, 13027

Re: Draft Solar Code

Subj: Review Comments

Dear Supervisor Saraceni and Town Board Members;

I have completed my review of the draft Town of Lysander Solar Code. The following review comments should be considered by the Board prior to setting a public hearing and adopting a local law.

1. The Qualified Solar Installer definition allows for installation of solar panels by people who are not on the NYSERDA or NABCEP certified installer lists with approval of the Town Code Enforcement Officer or the Town Board. The Board may want to reconsider this provision and limit installation to certified technicians to avoid potential hazards which could be caused by substandard installations.
2. Section 139-93 B2 states that building mounted solar collectors shall not exceed the height of the structure in any zoning district. The Board may want to include a provision in this section for flat roofs that limits the maximum height above a flat roof that a collector could be mounted.
3. Section 139-93 D the first paragraph states that ground mounted solar collectors are prohibited in AR-40 zoning districts. Section 139-93 D3 then goes on to say that ground mounted solar collectors are permitted in the AR-40 zoning districts on lots greater than 80,000 sf. The board may want to consider rewording the first paragraph to eliminate the statement that ground mounted solar collectors are prohibited in the AR-40 zoning districts to avoid confusion.
4. Section 139-93 D5 states that ground mounted solar collectors shall be screened when possible and practicable from adjoining lots and street rights-of-way. The Board may want to consider removing the possible and practicable from the language or providing a definition of possible and practicable.
5. Section 139-94 states that all solar collector installation must be performed by a qualified solar installer. This does not match the language included in the Qualified Solar Installer definition.

6. Section 139-95 allows solar farms in Industrial Districts. The Board may want to consider not allowing solar farms in industrial districts as the Town has very limited Industrial Zoning acreage.
7. Section 139-95 B states that solar farms must be setback 200' from all property lines. The board may want to consider reducing this dimension if full visual screening can be provided.
8. Section 139-95 J3 states that a reclamation bond in the amount of no less than \$50,000 (the actual amount to be determined during Controlled Site Review) shall be filed with the Town Clerk. The Board may want to consider adding an escalation cost in the bonding requirement to cover inflation over the life cycle of the facility or require the amount of the required bond to be reviewed on a periodic basis by the Planning Board.

Overall the Planning Board committee did a wonderful job putting this draft together. Feel free to contact me if you have any questions about the above comments.

Regards



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

Cc: Timothy Wolsey, Town of Lysander Codes Enforcement
Dina Falcone, Town of Lysander Clerk
Jack Corey, Town of Lysander Planning Board Chair

Local Law No. _____. A Local Law amending Chapter Section 139, The “Zoning Law of the Town of Lysander, New York”.

Be it enacted by the Town Board of the Town of Lysander, Onondaga County, New York, as follows:

Section 1. That Chapter 139, The “Zoning Law of the Town of Lysander, as amended, is further amended to add the following new Article XXX, as follows:

ARTICLE XXX
On-Site Use Solar Energy Systems
[Added _____, 2016, by L.L. No. _____]

Section 139-90. Purpose.

The Town of Lysander, through these regulations, seeks to promote the safe, effective, and efficient use of on-site-use solar energy systems in order to reduce on-site and off-site consumption of utility-supplied energy, and to balance the use of such solar energy systems with potential impacts on the health, safety and welfare of the residents of the Town of Lysander and to preserve and protect the aesthetic qualities of the Town of Lysander.

Section 139-91. Definitions.

As used in this Article, the following terms shall have the meanings indicated, unless the context or subject matter requires otherwise. The definitions contained in this Article XXX are intended specifically for this Article and not any other section of the Lysander Code.

BUILDING-INTEGRATED PHOTOVOLTAIC (BIPV) SYSTEMS – a solar energy system that consists of integrating photovoltaic modules into the building structure such as the roof or the façade and which does not alter the relief of the roof.

COLLECTIVE SOLAR – Solar installations owned collectively through subdivision homeowner associations, college student groups, “adopt-a-solar-panel” programs, or other similar arrangements.

FLUSH MOUNTED SOLAR PANEL – A photovoltaic panel or tile that is installed flush to the surface of a roof and which cannot be angled or raised.

FREESTANDING OR GROUND-MOUNTED SOLAR ENERGY SYSTEM – a solar energy system that is directly installed in the ground and is not attached or affixed to an existing structure. Pole mounted solar energy systems shall be considered Freestanding or Ground Mounted Solar Energy Systems for purposes of this Local Law.

PERMIT GRANTING AUTHORITY – The Town Code Enforcement Office, which is charged with granting permits for the operation of solar energy systems.

PHOTOVOLTAIC (PV) SYSTEMS – A solar energy system that produces electricity by the use of semiconductor devices, called photovoltaic cells that generate electricity whenever light touches them.

QUALIFIED SOLAR INSTALLER – A person who has skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved. Persons who are on the list of eligible photovoltaic installers maintained by the New York State Energy Research and Development Authority (NYSERDA), or who are certified as a solar installer by the North American Board of Certified Energy Practitioners (NABCEP), shall be deemed to be qualified solar installers for the purposes of this definition. Persons who are not NYSEERDA's list of eligible installers or NABCEP's list of certified installers may be deemed to be qualified solar installers if the Town Code Enforcement Officer or such other Town officer or employee as the Town Board designates determines such persons have had adequate training to determine the degree and extent of the hazard and the personal protective equipment and job planning necessary to perform the installation safely. Such training shall include the proper use of special precautionary techniques and personal protective equipment, as well as the skills and techniques necessary to distinguish exposed energized parts from other parts of electrical equipment and to determine the nominal voltage of exposed live parts.

ROOFTOP OR BUILDING MOUNTED SOLAR SYSTEM – A solar power system in which solar panels are mounted on top of the structure of a roof either as a flush-mounted system or as modules fixed to frames which can be tilted toward the south at an optimal angle.

SETBACK – The distance from a front lot line, side lot line or rear lot line of a parcel within which a free standing or ground mounted solar energy system is installed.

SMALL-SCALE SOLAR – For purposes of this Chapter, the term "small-scale solar" refers to solar photovoltaic systems that produce up to ten kilowatts (kW) per hour of energy or solar thermal systems which serve the building to which they are attached, and do not provide energy for any other buildings.

SOLAR COLLECTOR – A solar photovoltaic cell, panel, or array, or solar hot air or water collector device, which relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat.

SOLAR ENERGY EQUIPMENT/SYSTEM – Solar collectors, controls, energy storage devices, heat pumps, heat exchangers, and other materials, hardware or equipment necessary to the process by which solar radiation is collected, converted into another form of energy, stored, protected from unnecessary dissipation and distributed. Solar systems include solar thermal, photovoltaic and concentrated solar.

SOLAR FARM OR SOLAR POWER PLANT – Energy generation facility or area of land principally used to convert solar energy to electricity, whether by photovoltaics,

concentrating solar thermal devices or various experimental solar technologies, with the primary purpose of wholesale or retail sales of electricity.

SOLAR PANEL - A device for the direct conversion of solar energy into electricity.

SOLAR –THERMAL SYSTEMS – Solar thermal systems directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water, and heating pool water.

Section 139-92 APPLICABILITY.

- A. All requirements of this local law shall apply to all solar energy systems and equipment installations modified or installed after the effective date of this local law.
- B. Solar energy system installations for which a valid building permit has been issued or, if no building permit was required when the installation has commenced before the effective date of this local law shall not be required to meet the requirements of this local law.
- C. All solar energy systems shall be designed, erected and installed in accordance with applicable codes, regulation and industry standards as referenced in the New York State Uniform Fire Prevention and Building Code (the "State Code"), as amended from time to time, and the Town Code.
- D. Solar collectors, unless part of a Solar Farm or Solar Power Plant, shall be permitted only to provide power for use by owners, lessees, tenants, residents, or other occupants of the premises on which they are erected, but nothing contained in this Article shall prohibit "collective solar" installations or the sale of excess power through a "net billing" or "net-metering" arrangement in accordance with New York Public Service Law Section 66-j or similar state and federal statute.

Section 139-93 PERMITS.

- A. No Small Scale solar energy system or device shall be installed or operated in the Town except in compliance with this Article, and the New York State Unified Solar Permit for small scale solar systems, which is hereby adopted and made part of the Code of the Town of Lysander.
- B. Rooftop and Building-Mounted Solar Collectors: Rooftop and building mounted solar collectors are permitted in all zoning districts in the Town subject to the following conditions:
 - 1. Building permits shall be required for installation of all rooftop and building-mounted solar collectors.

2. Rooftop and Building-Mounted Solar Collectors shall not exceed the height of the structure in any zoning district.
3. In order to ensure firefighter and other emergency responder safety, there shall be a minimum perimeter area around the edge of the roof and structurally supported pathways to provide space on the roof for walking around all Rooftop and Building-Mounted Solar Collectors. Additionally, installations shall provide for adequate access and spacing in order to:
 - i. Ensure access to the roof
 - ii. Provide pathways to specific areas of the roof
 - iii. Provide smoke ventilation opportunity areas
 - iv. Provide emergency egress from the roof

In the event any of the standards in this subsection 139-___ are more stringent than the "State Code", they shall be deemed to be installation guidelines only and the standards of the State Code shall apply.

- C. Building-Integrated Photovoltaic (BIPV) Systems: BIPV systems are permitted in all zoning districts and shall be shown on the plans submitted for the building permit application for the building containing the system.
- D. Freestanding and ground mounted solar collectors: Free standing or ground mounted solar collectors are prohibited in the following residential zoning districts: Residential-10,000 (R-10), Residential-12,500 (R-12.5), Residential-20,000 (R-20), Agricultural-Residential (AR-40) or residential portions of Planned Unit Development (PUD's).

In all other zoning districts, free standing or ground mounted solar collectors are considered accessory structures and are allowed under the following conditions:

1. Building permits are required for the installation of all ground-mounted and free standing solar collectors.
2. In the AR-40,000 (AR-40) Agricultural (A), Industrial (I), General Commercial (GC) or General Business (GB) Districts, a lot must have a minimum size of 80,000 square feet in order for a ground mounted or free standing solar collector to be permitted.
3. The location of the ground mounted or free standing solar collector shall meet the setback requirements for Accessory Buildings, L.L. No. 2-1995.
4. The height of the solar collector and any mounts shall not exceed 20 feet when oriented at a maximum tilt.

5. Ground mounted and freestanding solar collectors shall be screened when possible and practicable from adjoining lots and street rights-of-way through the use of architectural features, earth berms, landscaping, fencing or other screening which will harmonize with the character of the property and surrounding areas and at the discretion of the Code Enforcement Officer. The proposed screening shall not interfere with normal operation of the solar collectors.
 6. Solar energy equipment shall be located in a manner to reasonable minimize view blockage for surrounding properties and shading of property to the north, while still providing adequate solar access for collectors.
 7. Solar energy equipment shall not be located within any required buffer area or public easement.
 8. The total surface area of all ground-mounted and free standing solar collectors on a lot shall not exceed the area of the ground covered by the building structure of the largest building on the lot measured from the exterior walls, excluding patios, decks, balconies, screened and open porches and attached garages, provided that non-residential placements exceeding this size may be approved by the Planning Board, subject to site plan review.
 9. The area beneath ground mounted and free standing solar collectors shall be included in calculating whether the lot meets maximum permitted. Lot Coverage requirements for the applicable zoning district, notwithstanding that the collectors are not "buildings."
 10. Ground mounted and free standing solar systems shall be adequately fenced for security.
- E. **Solar Thermal Systems:** Solar thermal systems are permitted in all zoning districts subject to the following conditions:
1. Building permits are required for the installation of all solar-thermal systems.
 2. Ground mounted and free standing solar-thermal systems shall be subject to the same requirements set forth in Subsection D above as for Ground Mounted and Free standing Solar Collectors.
- F. Solar energy systems and equipment shall be permitted only if they are determined by the Town to not present any unreasonable safety risks, including, but not limited to, the following:
1. Weight load
 2. Wind resistance
 3. Ingress or egress in the event of fire or other emergency
- G. Solar energy systems and related equipment shall be surfaced, designed and sited so as not to reflect glare onto adjacent properties and roadways.

Section 139-94 Safety.

- A. All solar collector installations must be performed by a qualified solar installer.
- B. Prior to operation, electrical connections must be inspected by a Town code Enforcement Officer and by an appropriate electrical inspection person or agency, as determined by the Town.
- C. Any connection to the public utility grid must be inspected by the appropriate public utility.
- D. Solar energy systems shall be maintained in good working order.
- E. Rooftop and building-mounted solar collectors shall meet the State Code.
- F. If solar storage batteries are included as part of the solar collector system, they must be placed in a secure container or enclosure meeting the requirements of the State Code when in use and when no longer used shall be disposed of in accordance with the laws and regulations of the Town and other applicable laws and regulations.
- G. If a solar collector ceases to perform its originally intended function for more than twelve (12) consecutive months, the property owner shall remove the collector, mount and associated equipment by no later than ninety (90) days after the end of the twelve-month period.
- H. Solar Energy Systems and Equipment shall be marked in order to provide emergency responders with appropriate warning and guidance with respect to isolating the solar electric system. Materials used for marking shall be weather resistant. For a residential application, the marking may be placed with the main service disconnect. If the main service disconnect is operable with the service panel closed, then the marking should be placed on the outside cover. For commercial application, the marking shall be placed adjacent to the main service disconnect in a location clearly visible from the location where the lever is operated. In the event any of the standards in this subsection H for markings are more stringent than applicable provisions of the State Code, they shall be deemed to be guidelines only and the standards of the State Code shall apply.

Section 139-95 Solar Farms and Solar Power Plants.

Solar Farms and Solar Power Plants shall be permitted in the Agricultural (A) and Industrial (I) Districts as an "Electric Generating" use subject to site plan review by the Planning Board, subject to the following supplementary regulations:

- A. Solar Farms and Solar Power Plants can only be located on lots of twenty (20) acres or larger with a maximum coverage of 50% of the lot.
- B. All solar farms and solar power plants shall comply with all setbacks within the zoning district. However, in addition, all solar panels and related equipment shall be setback at least two-hundred (200) feet from all property lines, public roads,

power lines and preexisting and future structures. Additional setbacks may be required by the Planning Board in order to provide for the public's safety, health and welfare.

- C. Solar farms and solar power plants shall be enclosed by perimeter fencing to restrict unauthorized access at a height of 8 ½ feet.
- D. The manufacturer's or installer's identification and appropriate warning signage shall be posted on the perimeter of the security fence every 100' and clearly visible.
- E. Solar farm and solar power plant buildings and accessory structures shall, to the extent reasonable possible, use materials, colors, and textures that will blend the facility into the existing environment.
- F. Appropriate landscaping and/or screening materials may be required to help screen the solar farm or solar power plant and accessory structure from major roads and neighboring residences.
- G. The average height of the solar panel arrays on any given lot shall not exceed twenty (20) feet.
- H. Solar Farm and Solar Power Plant panels and equipment shall be surfaced, designed and located so as not to reflect glare onto adjacent properties and roadways.
- I. On-site power lines shall, to the extent practicable, be placed underground.
- J. The following requirements shall be met for decommissioning:
 - 1. Solar Farms and Solar Power Plants which have not been in active and continuous service for a period of one (1) year shall be removed at the owners or operators expense.
 - 2. The site shall be restored to as natural a condition as possible within six (6) months of removal.
 - 3. In addition, a reclamation bond in the amount of no less than \$50,000 (the actual amount to be determined during Controlled Site Review) shall be filed with the Town Clerk to cover the costs of reclamation of the solar system. In addition, should the solar system be nonoperational for any continuous six-month period or if the bond expires and is not renewed, the approvals granted shall be deemed void and the solar system shall be decommissioned subject to a new approval under this section. Such bond shall be in place prior to the issuance of a building permit.

Section 139-96 Appeals.

- A. If a person is found to be in violation of the provisions of this Local Law, appeals should be made in accordance with the established procedures and time limits of the Lysander Code and New York State Town Law.

- B. If a building permit for a solar energy device is denied based upon a failure to meet the requirements of this Local Law, the applicant may seek relief from the Zoning Board of Appeals in accordance with the established procedures and time limits of the Lysander Code and New York State Town Law.

Section 139-97 Building Permit Fees.

The fees for all building permits required pursuant to this Local Law as required by Chapter Section 139, Article XXX, shall be paid at the time each building permit application is submitted in such reasonable amount as the Town Board may by resolution establish and amend from time to time.

Section 139-98 Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Section 139-99 Conflict with Other Laws.

Where this law differs or conflicts with other Laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State or Federal government, the more restrictive or protective of the Town and the public shall apply.

Section 139-100 Effective Date.

This Law shall become effective upon filing with the New York State Secretary of State.

Section 139-101 Authority.

This Local Law is enacted pursuant to the Municipal Home Rule Law. This Local Law is intended to supersede any inconsistent provisions of Town Law to the extent permitted by the New York State Constitution, the Municipal Home Rule Law, or any other applicable statute.

Assessor's Report Attachments

Certificate of the Final State Equalization Rate
for the 2016 Assessment Roll

Mr. John A. Salisbury , Supervisor
Town of Lysander
8220 Loop Road
Baldwinsville, NY 13027

C.A.P. Code: 319903
Onondaga County C.A.P. #3
Municipal Code: 313600
Town of Lysander

* 100.00 *

I, Brian F. Moon, hereby certify that on August 03, 2016 the State Office of Real Property Tax Services established a final State equalization rate of 100.00 for the above named municipality.



Brian F. Moon
Real Property Analyst 2

Note: Since your municipality did not file a complaint with respect to the tentative rate, the final equalization rate is the same as the tentative rate. Notice of the final rate will be filed with the clerk of the county legislative body and in the office of the State Comptroller.

Ms. Theresa Golden , Appointed Assessor
Town of Lysander
Assessor's Office
8220 Loop Road
Baldwinsville, NY 13027

Onondaga

New York State Department of Taxation and Finance
Office of Real Property Tax Services
WA Harriman State Campus
Albany, New York 12227

Page: 1 of 1
Date: Aug 3, 2016
Time: 1:37 PM

2016 Equalization Rate Status

Municipal Code	Municipal Name	(A) 2015 State Equalization Rate	(B) 2016 State Equalization Rate and Status	(C) Percentage Change in Estimate of Full Value
311500	City of Syracuse	81.50	80.50 Final	0.94%
312200	Town of Cicero	100.00	100.00 Final	0.00%
312400	Town of Clay	4.31	4.27 Tentative	0.94%
312600	Town of Dewitt	100.00	100.00 Final	1.52%
313200	Town of Geddes	92.00	91.50 Tentative	0.55%
313400	Town of LaFayette	93.00	93.00 Tentative	0.00%
313800	Town of Manlius	100.00	100.00 Tentative	0.00%
314000	Town of Marcellus	100.00	99.50 Tentative	0.50%
314200	Town of Onondaga	100.00	98.50 Tentative	1.52%
314400	Town of Otisco	2.17	2.16 Tentative	0.46%
314800	Town of Salina	100.00	100.00 Final	0.00%
315000	Town of Skaneateles	100.00	100.00 Tentative	0.00%
315200	Town of Spafford	100.00	100.00 Tentative	0.00%
315400	Town of Tully	100.00	100.00 Final	-4.89%
319902	Onondaga County C.A.P. #2 Town of Fabius Town of Pompey	100.00	100.00 Tentative	0.00%
319903	Onondaga County C.A.P. #3 Town of Lysander Town of Van Buren	100.00	100.00 Final	0.27%
319904	Onondaga County C.A.P. #4 Town of Elbridge Town of Camillus	100.00	100.00 Tentative	0.00%

Column C is the percentage change in the estimate of full value between the 2015 State equalization rate and the 2016 State equalization rate due to the change in full value standard.

This percentage change is important because county and school taxes are apportioned according to a municipality's share of the full value of the county or the school. A municipality will be apportioned a larger share of the tax levy if its full value increases by a larger percentage than others, or if its full value decreases less than the decrease for other municipalities in the county or school.

The information shown in columns B and C is subject to change as the other tentative rates are established in the county and as rates are finalized after the completion of rate complaint processing. You will be sent a complete report when we have established 2016 State equalization rates for all municipalities in your county.



Register for the School Tax Relief (STAR) Credit

Congratulations! You've closed on your new home—now it's time to register for your STAR credit.

New STAR applicants receive a credit in the form of a check directly from New York State instead of receiving a school property tax exemption. The amount of your STAR benefit is the same regardless of how you receive it.

New Basic and Enhanced STAR applicants must register with the New York State Tax Department to receive a STAR check.

Register anytime at www.tax.ny.gov/star – it just takes a few minutes.
Register by July 1 to receive your check in September.*
If you register after July 1, you'll receive your check at a later date.

Property owners without access to a computer can register by phone weekdays from 8:30am to 4:30pm (518-457-2036).

* Note that homeowners in Nassau and Suffolk Counties who register by July 1 will receive their STAR checks in October and December, respectively, due to the later school tax billing dates on Long Island.

Are you eligible for STAR?

To receive the STAR credit, you must own your home and it must be your primary residence.

Basic STAR

The total income of the owners and the owners' spouses who primarily reside at the property must not exceed \$500,000.

Enhanced STAR

- The income limit for Enhanced STAR is annually adjusted for inflation.
 - 2016 Income limit - \$84,550
 - 2017 Income limit - \$86,000
- All owners must be at least 65 years old (unless the owners are spouses or siblings, in which case at least one owner must be at least 65).

May 2016 – July 2016 Assessors' Report

STAR CHANGES:

The 2016 State budget has eliminated all new Star exemptions (Basic and Enhanced) starting with the 2016 assessment roll. Star exemptions are “grandfathered” for existing property owners with exemptions in place prior to 2016. New owners will register with DTF online or by phone for the Star Income Tax credit / check. Property owners will be required to pay their school bill in full and will receive the Star savings by check from DTF. The Assessor’s office can no longer accept new Star applications. All effected property owners have been notified by the Assessor’s Office.

The State reports that 102,000 property owners registered by the July 1st deadline to receive a check this fall. Property owners may still register, but the checks may be delayed.

The Assessor’s office is notifying all new property owners as deeds are received of the changes to the Star program. The attached flyer is mailed to all new owners, instead of the Star application.

Grievance Day was held on June 7, 2016. A total of 53 property owners scheduled appointments or submitted paperwork only. To date 3 Certiori Cases has been filed and no Small Claims.

The 2016 Final Assessment roll was filed on July 1st and the Legal Notice appeared in the Post Standard on July 3rd. Next year processing was completed by the county on July 8th and work on the 2017 Assessment roll has begun.

Renewals for Senior Citizen, Enhanced Star and Disability exemptions for 2017 will be processed during July and August for mailing in September.

On August 3rd the State established the 2016 Final equalization rate at 100%. Please see attached.

**REGULAR AGENDA
ITEM ATTACHMENTS**

**RESOLUTION
DETERMINING THAT ACTION TO CONSIDER
RESIDENTIAL DEVELOPMENT IN ACCORD WITH
THE TOWN'S INCENTIVE ZONING PROGRAM
WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

WHEREAS, on June 8, 2016, by adoption of Local Law #4 of 2015, the Town Board adopted an incentive zoning program designed to both promote development in certain areas of the Town and to preserve open space in other areas; and

WHEREAS, Cabbage Patch Partners, LLC has, by letter of intent, proposed to participate in the Town's incentive zoning program through the development of a 26-acre residential subdivision within an established Incentive Zoning Overlay District under Residential 20,000 (R-20) Zoning requirements rather than the existing Agricultural Residential 40,000 (AR-40) zoning requirements (the "Project"); and

WHEREAS, the Town Board is a local agency pursuant to the New York State Environmental Quality Review Act ("SEQRA"), ECL Section 8-0101, *et. seq.*, and implementing regulations, 6 NYCRR Part 617 (the "Regulations"); and

WHEREAS, acceptance of the letter of intent and referral of the Project to the Town Planning Board (the "Action") is not an Action as defined by SEQRA; and

WHEREAS, acceptance of the letter of intent and referral of the Project to the Planning Board does not commit the Town Board, the Planning Board or any other agency to any course of action with respect to the Project; and

WHEREAS, the Town Board has nonetheless treated its referral action as an Action as defined by SEQRA; and

WHEREAS, a short form Environmental Assessment Form ("EAF"), dated June 15, 2016, was submitted to the Town Board to facilitate a review of the potential environmental impacts of the Project; and

WHEREAS, the Board has considered the letter of intent and the EAF, together with the Board's knowledge of the area surrounding the Project, and such further information as is available to the Board; and

WHEREAS, the Board has reviewed the classifications of actions contained in the Regulations; and

WHEREAS, the Board has determined that if classified as an Action under SEQRA, its Action would be an Unlisted Action, as that term is defined in the Regulations, and that coordinated environmental review would not be required under SEQRA; and

WHEREAS, the Board has applied the criteria for determining significance contained in 6 NYCRR Part 617 in order to determine whether the Project would result in a significant environmental impact; and

WHEREAS, the Board has determined that the acceptance of the letter of intent and consideration of the Project will not result in a significant environmental impact.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LYSANDER TOWN BOARD THAT:

1. The acceptance of the letter of intent and its referral to the Planning Board is not an Action pursuant to SEQRA.
2. If the acceptance and referral were an Action under SEQRA, it would be an Unlisted Action.
3. The Board assumes responsibility as Lead Agency for its own, uncoordinated environmental review of the Action.
4. The Action will not result in a significant adverse environmental impact.
5. Preparation of an Environmental Impact Statement is not required.
6. The basis for this determination is set forth in Part 2 of the Environmental Assessment Form (EAF), attached as Attachment A hereto and incorporated by reference herein.
7. A Negative Declaration of significant adverse environmental impact (“NEGDEC”) shall be prepared, filed, distributed and published in accord with 6 NYCRR §617.12.
8. The Negative Declaration shall be filed in the Board’s files.
9. The letter of intent and accompanying EAF are hereby referred to the Planning Board for its consideration and action.
10. The Planning Board shall undertake such other action as may be necessary and desirable to comply with SEQRA.
11. The Supervisor is authorized to sign the NEGDEC on behalf of the Town Board.
12. The Clerk is authorized to file the NEGDEC in accord with 6 NYCRR §617.12(b)(2).
13. This Resolution shall take effect immediately.

Project: _____

Date: _____

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?"

<i>CABBAGE PATCH PARTNERS, LLC</i>	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 checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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:

Date:

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.

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.

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 LYSANDEN

Name of Lead Agency

AUGUST 12, 2016

Date

JOSEPH SARACENI

Print or Type Name of Responsible Officer in Lead Agency

SUPERVISOR

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**TOWN OF LYSANDER
OFFICE OF THE ASSESSOR**

**THERESA GOLDEN
ASSESSOR**

August 17, 2016

To: Joe Saraceni
Town of Lysander Supervisor
Re: Training Approval
Cc: Town Board Members

The Institute of Assessing Officers is holding a One Day Seminar "Solar Panel Valuation" at the Ramada Inn in Watertown, NY on October 14th, 2016. The Tuition cost for IAO members is \$100. Lodging is at the Ramada Inn Watertown at a rate of \$99.per night. Total cost for attending training \$199 plus mileage. All expenses are subject to reimbursement by ORPTS for continuing education. Expenses not reimbursed by ORPTS would be split 60/40 with the Town of Van Buren as a shared expense. I request approval to attend this One Day Seminar. Please see attached course description and information.

Sincerely,



Theresa Golden, IAO
Assessor Town of Lysander



**STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

Educational Services

W. A. Harriman Campus
Albany, New York 12227

www.tax.ny.gov

orpts.edservices@tax.ny.gov

Telephone (518) 474-1764

FAX (518) 435-8828

Continuing Education Status Report
report date: 12/02/2015

Theresa Golden
Assessor in Multiple Towns
Town Hall
7575 Van Buren Rd.
Baldwinsville, NY 13027-6706
Email: assessor@townofvanburen.com

State Certified Assessor: 07/30/2001
State Certified Assessor, Advanced: 10/07/2002
State Certified Assessor, Professional: 09/28/2010

CE Begin Date: 10/01/2001

Current Continuing Education Year is October 1, 2015 - September 30, 2016

Continuing Education Year	Credits Awarded	Requirement Status
2012 / 2013	12	Met
2013 / 2014	12	Met
2014 / 2015	12	Met
2015 / 2016	12	Met
2016 / 2017	6	

You are eligible to accumulate and be reimbursed for a maximum of 6 credits this C. E. year.

Your ethics recertification requirement is satisfied for the current term of office.

Jurisdiction(s)

(SWIS: 313600) Town of Lysander

(SWIS: 315600) Town of Van Buren

Course Date	Course, Seminar, or Conference	Hours Attended	Method	C.E. Credits Awarded
04/30/1999	Assessor Orientation	Basic	classroom	N/A
06/14/1999	Data Collection R/F/V, Fundamentals of	Basic	classroom	N/A
08/02/1999	Assessment Administration	Basic	web on-line	N/A
04/13/2000	Exempt Review-Tug Hill	5	classroom	N/A
07/31/2000	(R-1) Real Estate Appraisal, Introduction to	Basic	classroom	N/A
08/21/2000	Exemption Administration, Fundamentals of	Basic	classroom	N/A
11/13/2000	RPS V4 (Basic)	12	classroom	12
02/19/2001	Association of Towns Conference	6	classroom	6
04/11/2001	Farm Building Valuation	7	classroom	7
05/01/2001	BAR Training	3	classroom	3
06/08/2001	(R-2) Valuation Principles and Procedures	Basic	classroom	N/A
07/30/2001	(G-1) Income Property Valuation, Introduction	Basic	classroom	N/A
10/29/2001	GIS Conference 2001	10	classroom	10
02/18/2002	Association of Towns Conference	12	classroom	12
08/05/2002	Mass Appraisal and the Reassessment	24	classroom	24
09/13/2002	One Day Seminar - Land Valuation	6	classroom	6

Continuing Education Status Report
report date: 12/02/2015

Theresa Golden (continued)

Course Date	Course, Seminar, or Conference	Hours Attended	Method	C.E. Credits Awarded
10/07/2002	Farm Appraisal , Introduction to	30	classroom	30
07/14/2003	(R-3) Applied Residential Property Valuation	30	classroom	10
04/23/2004	One Day Seminar - Preparation For Bar &	6	classroom	6
07/21/2004	Golf Course Appraisal	15	classroom	15
09/12/2005	Assessors Association Conference	12	classroom	12
11/29/2005	Applied LOA Analysis Unit 3	6	classroom	Excluded
12/13/2005	RPS V4 Cost / Comparable Sales	12	classroom	Excluded
06/20/2006	Equalization Seminar	2	classroom	Excluded
08/07/2006	RPS V4 - Land Valuation	12	classroom	12
10/11/2007	RPS V4 - Trend Development	2	classroom	2
05/30/2008	Ethics and the Assessor	6	classroom	6
10/10/2008	One Day Seminar- Value Affordable Housing	6	classroom	6
11/05/2008	RPS V4 Commercial Valuation	12	classroom	12
10/09/2009	One Day Seminar - Self Storage Valuation	6	classroom	6
07/12/2010	IAO - 1 - Assessment Methods & Techniques	30	classroom	30
07/17/2010	IAO Exam	0	classroom	0
09/27/2010	Assessors Association Conference	12	classroom	12
09/28/2010	Professional Designation: IAO	5	classroom	1
09/12/2011	Assessors Association Conference	12	classroom	12
10/07/2011	One Day Seminar - Condominium Valuation	6	classroom	6
10/28/2011	One Day Seminar - Critiquing Appraisals	6	classroom	6
10/01/2012	Assessors Association Conference	12	classroom	12
11/15/2013	Ethics and the Assessor	Recert	classroom	0
01/23/2015	One Day Seminar - What is Income	6	classroom	6
07/15/2015	RPTL 420-a Exemption Comprehensive Eval.	12	classroom	12
10/04/2015	Assessors Association Conference	12	classroom	12

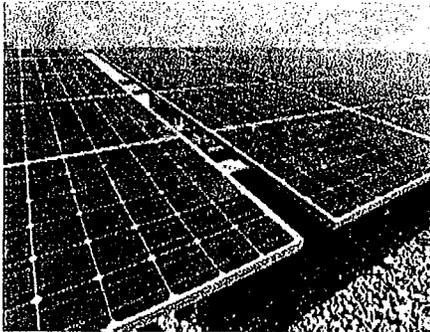
!!!! END OF REPORT !!!!

Solar Panel Valuation

The Institute of Assessing Officers affiliated with the New York State Assessors' Association
Presents a One Day Seminar at:

Ramada Inn - Watertown, NY
October 14, 2016 9AM to 4PM

About the Course



During this seminar we will explore a number of facets of the booming photovoltaic industry. To start we learn some industry facts including: how solar panels work, how they are made, and what is driving the recent boom, even though the technology has been around for some time.

Next we enter the valuation arena and explore the traditional methodologies, Cost Approach, Market Comparison Approach, and the Income Approach to Value. Valuation will include both commercial and residential applications. Bring your sunglasses, you will be dazzled by this seminar.

INSTRUCTOR – John ZuKowski, IAO, MAI, SRA



Continuing Education Hours / Re-certification Credits

The Institute of Assessing Officers will award (6) re-certification credits to all Institute Members who attend this seminar. Eligible Assessors and County Directors who attend will receive continuing education credit and reimbursement from ORPS, pursuant to their rules.

General Information

Registration: 8:30 AM
Seminar: 9:00 AM to 4:00 PM

Location:
Ramada Inn
6300 Arsenal Street
Watertown, NY 14830
(315) 788-0700

Tuition: \$100.00—IAO Members
\$110.00—NYSAA Members
\$140.00— All Others

Tuition Includes:
Course Materials, Coffee,
Pastry, Lunch, Breaks

Reservations must be made by:
October 7, 2016

Enrollment is limited to the first 40 applications received. No refunds after October 7, 2016. Consider your reservation confirmed unless otherwise notified. Call Larry Quinn for any information, (315) 331-3914; Fax (315) 331-8854

Email: taxmanarc@hotmail.com

Name: _____ Telephone: _____
Town: _____ Fax: _____
Title: _____ Email: _____
Address: _____
City/State/Zip _____

IAO: Yes _____ No _____

Enclose a check or your Municipality's completed voucher for the amount you qualify for. Make checks payable to:

New York State Assessors' Association
c/o Larry Quinn, IAO
10 East Miller St.
Newark, NY 14513-1597
(315) 331-3914

Or register and pay online at www.nyassessor.com

DEPARTMENT Children and Family Services (Youth Bureau)

CONTRACT NO.

Program IMA for Youth Services 2016

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 authority granted by Joanne M. Mahoney, Onondaga County Executive to the Commissioner of the DEPARTMENT OF CHILDREN AND FAMILY SERVICES, by its Acting Commissioner ANN ROONEY ("Commissioner"), having its principal office at 421 Montgomery Street, Syracuse, New York 13202, and Town of Lysander, hereinafter called the "PROVIDER", which is a Town, having its principal office located at 8220 Loop Rd, Baldwinsville, NY 13027, and wishes to contract with COUNTY for the provision of services to youth in the Central New York region;

W I T N E S S E T H:

WHEREAS, "COUNTY" shall mean the County of Onondaga; and

WHEREAS, "Municipal Entity" shall mean:

(1) a board of education as defined in Section Two of the New York State Education Law; or

(2) trustees of a common school district as defined in Section 1601 of the New York State Education Law; or

(3) A City, Village, Town or County as defined in General Municipal Law, and any subdivision thereof, including subdivisions thereof representing Departments of Police, Sheriffs, Parks and Recreation; and

WHEREAS, "OCFS" shall refer to the New York State Office of Children and Family Services; and

WHEREAS, "PROVIDER" shall mean a Municipal Entity approved by the County to provide services to youth in accordance with requirements set by OCFS in distributing its allocation to the County of funds for programs and services to youth; and

WHEREAS, the PROVIDER warrants that it can meet the goals and needs of youth by administering the following program(s) - Lysander Day Camp, as more specifically outlined in the attached application dated for allocation of OCFS youth services funds dated July 1, 2016, which was approved by the County under applicable provisions of the New York Executive Law, Social Services Law and in compliance with the New York Code of Rules and Regulations, and shall comply with all other applicable federal, state and local laws; and

WHEREAS, the PROVIDER has been approved by the COMMISSIONER to provide youth services in accordance the approved application, and in compliance with New York State Executive and Social Services Laws; and

NOW, THEREFORE, in order to make available those services to youths

in the Central New York community as determined by the Department, the parties hereto mutually agree as follows:

SERVICES

The PROVIDER shall provide appropriate services for youths to attend the PROVIDER'S program during the term of this Agreement.

DOCUMENTATION

The PROVIDER shall have on file and/or furnish, upon request to the COUNTY with monthly claims, the required documentation for all children enrolled in its programs. Requirements shall include, but not be limited to:

1. The record shall contain sufficient information which:
 - supports the services rendered, including dates of service delivery;
 - documents the results of services;
 - is consistent with claim for reimbursement.
2. Pertaining to records, unprofessional conduct is defined as the act of revealing personal identifiable facts, data or information obtained in a professional capacity without the prior consent of the parent or legal guardian, except as provided by law.
3. The PROVIDER will comply with all federal and state records retention requirements. Evidence must be submitted to the municipality documenting the policy and procedures of the provider regarding record retention including filing, archiving and storage arrangements. In the event that the PROVIDER program closes for any reason, location and destroy dates of such records must be submitted in writing to the COUNTY.

FISCAL

All financial arrangements for services under this contract shall be between the COUNTY and PROVIDER. No parent or any other person shall be required or requested to make any payment for tuition, program fees, maintenance or transportation, in addition to the payments made by the COUNTY pursuant to this contract.

1. All claims for payment made to the COUNTY by the PROVIDER shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the COUNTY. PROVIDERS agree to document delivery of services provided to all children in the manner prescribed by the COUNTY.
2. The PROVIDER shall submit an accurately completed claim with proper documentation to the COUNTY for services rendered not later than January 15, 2016, or thirty (30) days from the execution of this Agreement, whichever date is later.
3. The PROVIDER shall include, with the claim, with detailed

documentation of expenses incurred in performance of this Agreement.

4. The PROVIDER shall submit any and all data as required by the COUNTY for budgeting, reimbursement and forecasting. The PROVIDER shall prepare and make available such statistical, financial and other reports as required. All documents and records shall be consistent with New York State and Federal financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the PROVIDER for such time as mandated by Federal and State requirements.
5. These records shall be subject at all reasonable times to audit.
6. The PROVIDER certifies that all information submitted for payment will be true, accurate and complete. The PROVIDER acknowledges that this information may be used for billing and payment and satisfaction of the claim from federal and/or state funds. The PROVIDER understands that any false claims, statements or documents, or concealment of material facts, may be prosecuted under applicable federal and state laws. The PROVIDER certifies that all services reported have been provided by or under the direction of a qualified provider in accordance with all applicable requirements of the State and Federal Laws and Regulations. Any errors discovered after submission will be immediately reported by the PROVIDER to the COUNTY for adjustment.

REIMBURSEMENT

The COUNTY, in accordance with the provisions of this contract, shall reimburse the PROVIDER for expenditures made for contracted services and related expenses incurred following completion and submission of COUNTY-required forms and sufficient documentation to support claims for related expenses incurred in performance of this Agreement.

COMPENSATION

The Department will pay the Contractor according to the following terms and conditions:

a. Allocation

The PROVIDER is allocated \$2,575, with a maximum compensation that may be paid under this agreement of \$2,575.

b. Actual Compensation

Actual compensation shall be determined by actual expenses incurred. Any unexpended funds which have been paid to the Contractor pursuant to the Agreement shall be accounted for and refunded to the County within thirty (30) days.

AGREEMENTS

In the event that the COMMISSIONER withdraws approval for the operation

of any program or service at any site as approved hereunder, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from the scope of services covered under this Agreement. In the event that the PROVIDER intends to cease operation of any or all programs or services at any site covered by the scope of this Agreement, the PROVIDER shall give written notice of such intention to the COUNTY not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program or service from the scope of services covered under this Agreement.

TERMS

This contract shall take effect as of January 1, 2016 and terminate on December 31, 2016; unless this agreement shall be deemed to have terminated at any time that the COMMISSIONER withdraws approval for the PROVIDER to provide services or programs for youths. This contract may be renewed upon notification by the COUNTY, and acceptance by the PROVIDER at least thirty (30) days prior to the expiration of the existing term.

1. The PROVIDER shall not reassign this contract.
2. The COUNTY and the PROVIDER shall observe and require the observance of all applicable federal and NYS requirements relating to confidentiality of records and information by all subcontractors and their employees.

TERMINATION OF CONTRACT

The COUNTY shall have the right to terminate this Agreement, on the following basis:

1. If the PROVIDER fails to fulfill in a timely and proper manner its obligations under this agreement.
2. If the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses funds from whatever source.
3. If an agency PROVIDER knowingly fails to act upon the conviction of an employee or employees of a criminal offense that may reflect on the ability to provide these services in a manner or environment that provides for the highest degree of emotional and physical welfare and safety for the youths participating in the program.
4. Upon failure of the PROVIDER to cooperate with an audit by the County.

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

A. The PROVIDER covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of

liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to PROVIDER if self-employed, PROVIDER's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the PROVIDER.

B. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if PROVIDER serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from PROVIDER to PROVIDER's various insurers, providing notice of the Claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, PROVIDER provides to the County a duly certified letter from PROVIDER's insurer(s): (i) Giving notice to PROVIDER that the claim is not within the scope of coverage of insurance contracts that PROVIDER is obligated to obtain and maintain in force pursuant to the terms of this AGREEMENT or; (ii) A Reservation of rights Letter; Together with (PROVIDER's duly signed consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves All rights pursuant to applicable law and Paragraph A of this Section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to PROVIDER's right to seek to limit the obligation to indemnify the County for defense costs incurred by the County to the percentage of the claim or damages caused by the negligence or other fault of the PROVIDER.

The PROVIDER further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

INSURANCE

PROVIDER shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to PROVIDER **AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS** for claims which may arise out of or result from PROVIDER's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to PROVIDER if self-employed, PROVIDER's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting

therefrom. As the sole exception to the foregoing, the PROVIDER shall not be required to name the County as an additional insured on policies issued to it for the professional liability of the PROVIDER.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The PROVIDER agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than \$1 Million (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage.

DUTY TO MAINTAIN CONFIDENTIALITY

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

NON-ASSIGNABILITY

The PROVIDER shall not assign this contract without prior written approval of the BOARD and COUNTY which approvals shall be attached to this contract as an amendment.

NON-DISCRIMINATION

No discrimination because of race, color, national origin, ancestry, disability, gender, sexual orientation or religion shall be made in the employment of persons to perform services under this contract. PROVIDER agrees to meet all requirements of the State and federal laws pertaining to non-discrimination in employment.

SEPARABILITY: WAIVER

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of same by the other party.

APPLICABLE LAW

This contract shall be governed by the laws of the State of New York.

ENTIRE CONTRACT

The terms of this contract, including its attachments and exhibits, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this contract will be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic contract, and is approved by the Commissioner.

STATUTORY COMPLIANCE

In acceptance of this Agreement, the PROVIDER covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights. PROVIDER covenants and agrees to comply with statutory and regulatory obligations regarding individuals or entities whose participation in Federal programs including Medicaid, has been restricted, terminated or excluded under the provisions of 42 CFR 1001.

LICENSES AND CERTIFICATES

The PROVIDER hereby agrees that it will obtain at its own expense all licenses or certificates for the work performed under this contract, as required by law, prior to the commencement of work and at points of renewal.

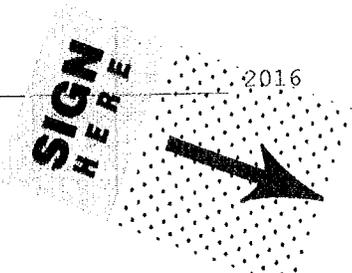
CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

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

COUNTY OF ONONDAGA DEPARTMENT OF CHILDREN
AND FAMILY SERVICES

Dated: _____ 2016



By: _____
ANN ROONEY, ACTING COMMISSIONER

Town of Lysander

Dated: _____ 2016

By: _____
Name:
Title:

Form 1

State of NEW YORK)
County of ONONDAGA) ss.:

On the ____ day of _____ in the year 2016 before me the undersigned, personally appeared ANN ROONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as ACTING COMMISSIONER of the Onondaga County Department of Children and Family Services and that by her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

State of NEW YORK)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me personally came _____, who, being by me duly sworn, did depose and say that that s/he is the (title) _____ of Town of Lysander, the municipal entity described in and which executed the above instrument; and that s/he signed his or her name thereto by authority of the governing body of said municipal entity.

Notary Public

Danielle Whelsky
Right-of-Way Agent
Real Estate Energy Delivery

nationalgrid

August 4, 2016

Town of Lysander
8220 Loop Road
Baldwinsville, New York 13027

**Re: River Road, Lysander New York
Tax parcel # 081.00-01-29.4**

Dear Landowner(s),

According to the County Tax Roll you own the above listed land. National Grid needs to install *overhead line and underground line to service existing three phase padmount for water pump.*

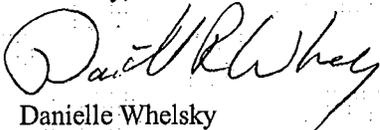
You as the property owner would need to give us written permission to perform this work. The only work that will be done is what is shown on the attached Exhibit A that is highlighted on your property.

Please have person with legal authority sign where indicated on the enclosed easement form and have it notarized. Then return in the enclosed envelope.

Thank you for your help.

Please contact me at (315)428-5710 if you have any questions regarding the enclosed documents.

Sincerely,



Danielle Whelsky

GRANT OF EASEMENT

Town of Lysander of 8220 Loop Road, Baldwinsville, New York 13027 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and Verizon, having an address of 6360 Thompson Road, Syracuse, NY 13217 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground wires, any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Onondaga County Clerk's Office on 02/20/1990 in Liber 3601 of Deeds at Page 26 and consists of land described as being part of Tax Parcel No. 081.00-01-29.4 (FL 61) of the Town of Lysander, County of Onondaga, New York, commonly known as River Road.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 10 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled 11-16-21918938, which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

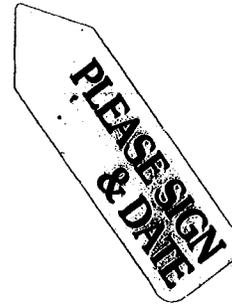
The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, _____ has hereunto set _____ hand(s) and seal(s) this _____ day of _____, 2016.

Town of Lysander

by: _____
Signature

its: _____
Title

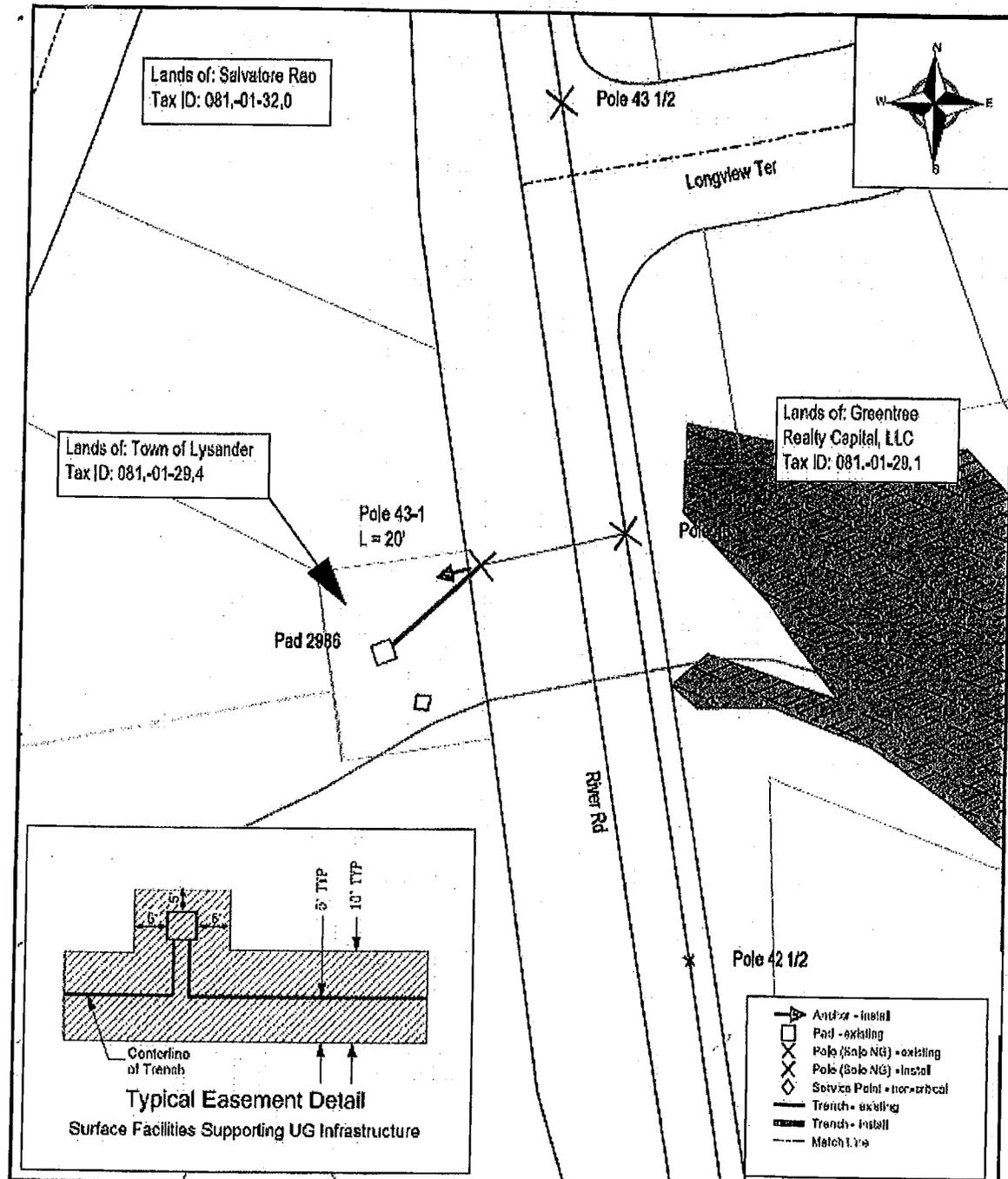


State of New York)
)
County of Onondaga) ss:

On the ____ day of _____ in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public





EASEMENT #: 11-16-21918938	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Cullen, Christopher DATE: 7/18/16 WORK ORDER #: 11-16-21918938	DEVELOPMENT NAME and LOCATION River Rd Pump Station Town of Lysander Oneonta County NY	nationalgrid SHEET 1 OF 1