

City of Oneida
Planning Commission Zoning Board of Appeals
Special Meeting Agenda
City Hall, 109 N. Main Street-Common Council Chambers
November 12, 2024
6:00 P.M.

Call to Order

Roll Call

Item #1 – Area Variance for 8’-6” to allow an Accessory Structure at 311 Bennett St, Tax Map Number 30.81-1-57, Zoned R-3, By Alexes Lamb file# 2024-007. **Public Hearing**

Item 2– Sketch Plat Approval, Preliminary Plat Waiver, and Final Plat Approval for a 2-lot minor subdivision at 321 Genesee Street and 607 Seneca , SBL# 38.63-1-3.1 and SBL#38.63-1-3.3, zoned C-S, by Oneida Health Systems Inc. and Oneida Real Estate Acquisition II LLC - file #2024-008. **Public Hearing**

Item 3#– Site Plan Review to allow a Fitness Facility, located at 595 Main Street, Tax Map Number 38.57-1-18, zoned C, by Preston Poznoski, file# 2024-009.

Item #4 – Site Plan Modification for a side reduction from the original site plan for a solar facility located at Upper Lenox Ave, Tax Map Number 45.-2-2.111, zoned A, by LSE Norma, LLC, file #2024-010.

Item 5– Sketch Plat Approval, Preliminary Plat Waiver, and Final Plat Approval for a 2-lot minor subdivision at SBL# 30.80-1-53.1, zoned DC, by The City of Oneida - file #2024-011. **Public Hearing**

Adjourn

CITY OF ONEIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT

Christopher N. Henry
Director

COMBINED PLANNING COMMISSION ZONING BOARD OF APPEALS
COVER SHEET

Fee Schedule (please make checks payable to City of Oneida)

Site Plan Review- 1,000 sq ft or less	\$50 -
Site Plan Review- 1,001 to 5,000 sq ft	\$100
Site Plan Review- 5,001 to 10,000 sq ft	\$300
Site Plan Review- 10,001 sq ft or larger	\$1,000
Conditional Use Permit	\$100
Site Plan Modification	\$50



Date: 6/24/24

Phone: (315) 897 6956

Email: lambalexes@gmail.com

Name: Alexes Lamb

Address: 311 Bennett St

City/State/Zip Code: Oneida NY 13421

Alexes C Lamb
Signature of Owner

Signature of Applicant (if different)

Description of Proposal:

10x14 Shed put in my driveway

Location of property 311 Bennett St Oneida NY 13421

Zone R3

Ward 4

Tax Map # 30.81-1-57

Explain why your proposal is in harmony with the character of the area, and will not have a negative impact on other persons or properties in the area:

I currently have a carport that's getting old. It would look nicer and no one would be able to steal out of it.

Edit: The structure will be stained, my property would have a better curb appeal, and it will only be bordering my property.

109 North Main Street, Oneida, NY 13421 Ph. 315-363-7467 Fax 315-363-2572

CITY OF ONEIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT



109 North Main Street
Oneida, New York 13421
Tel.: 315-363-7467
Fax: 315-363-2572

APPLICATION FOR AN AREA VARIANCE

The appeal concerns property at the following address:

311 Bennett St Oneida NY 13421

Zone R3 Ward 4

Tax Map # 30.81-1-57

FOR OFFICE USE:

Application Number: _____

Date of Public Hearing: _____

Date Received by Planning: _____

Date of Final Action: _____

Action Filing Date: _____

☐ Approved ☐ Denied

Applicant:

Name: Alexes Lamb

Address: 311 Bennett St
Oneida NY 13421

Phone: (315) 897 6956

Signature Alexes C Lamb

Date 10/8/24

Email: lambalexes@gmail.com

If the property on which the Area Variance is being requested is not owned by the applicant, the applicant must submit a statement by the property owner authorizing the applicant to appeal on his/her behalf.

The applicant's appeal from a decision of the Code Enforcement Officer concerns the following:

- ☒ Denial of an Application for a Permit (attach to Application)
☐ Denial of an Application for a Certificate of Occupancy (attach to Application)
☐ Denial of an Application for a Certificate of Compliance (attach to Application)

Date of Code Enforcement Officer's Decision: 6/24/24

Proposed Activity: moving a pre built shed put in

Type and size of variance requested: 10x14 prebuilt shed

Reason for variance: less than 10' from property line

Describe the character of the neighborhood: flat

Area Variance Fee: \$100 Please make a check payable to the City of Oneida

Statement from Adjoining Property Owner

To be completed by the Petitioner

Owner:

Alexes Lamb

Project address:

311 Bennett St Oneida NY 13421

Requested variance:

Shed in driveway next to fence

I certify that the plans presented to the undersigned neighbor for his/her review are identical to those plans for which an Area Variance is being requested.

Signature of Owner

Alexes C Lamb

Date

6/24/24

To be completed by the Neighbor

Name

Bridgette Lamb

Address:

315 Bennett St Oneida NY 13421

I have reviewed the above request for an Area Variance.



I have no objection to the above request.



I object to the above request.

Signature

Bridgette Lamb

Date

6/24/24

INGTON
E

THE ORC

307 BENNETT

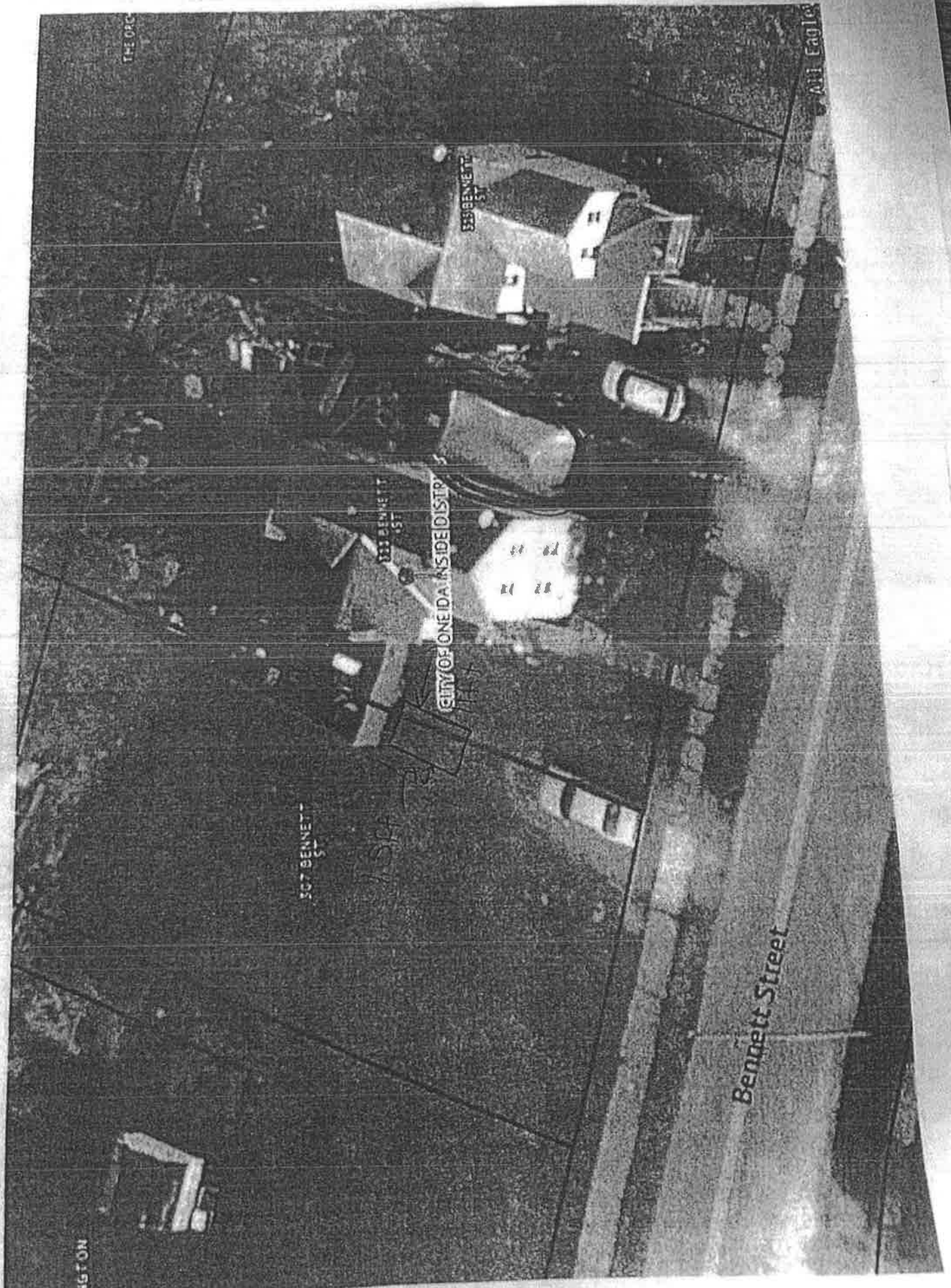
BENNETT ST

CITY OF ONEIDA INSIDE DISTRICT

BENNETT

Bennett Street

All Eagles





UNITED STATES POSTAL SERVICE.

ONEIDA
133 FARRIER AVE
ONEIDA, NY 13421-9998
(800)275-8777

10/09/2024

10:55 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

First-Class Mail® Letter	1		\$0.73
--------------------------	---	--	--------

Utica, NY 13501

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 10/11/2024

Certified Mail®	\$4.85
-----------------	--------

Tracking #:

9589 0710 5270 1490 7919 94

Total	\$5.58
-------	--------

Grand Total:	\$5.58
--------------	--------

Cash	\$10.00
Change	-\$4.42

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
delivery.usps.com

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Utica, NY 13501

Certified Mail Fee	\$4.85
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.73

\$
Total Postage and Fees
\$5.58
\$

0291
11

Postmark
Here

10/09/2024

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Attachment A

Area Variance Criteria

Name: Alexes Lamb

File Log: 2024-007

Address: 311 Bennett

Date: 12/11/24

Project Location:

_____ Variance Request:

_____ Amended Variance being reviewed (if applicable):

- 1) Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance

Yes _____ No _____

Reason:

Moved by:

Aye _____ Nay _____

Seconded by:

- 2) Whether the benefit sought by the applicant can be achieved by some method feasible for the applicant to pursue, other than an area variance

Yes _____ No _____

Reason:

Moved by:

Aye _____ Nay _____

Seconded by:

3) Whether the requested variance is substantial

Yes _____ No _____

Reason:

Moved by:

Seconded by:

Aye _____ Nay _____

4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental condition in the neighborhood or district

Yes _____ No _____

Reason:

Moved by:

Seconded by:

Aye _____ Nay _____

5) Whether the alleged difficulty was self-created; which consideration shall be relevant to the decision of the Board of Appeals, but shall not necessarily preclude the granting of the Area Variance.

Yes _____ No _____

Reason:

Moved by:

Seconded by:

Aye _____ Nay _____

A RESOLUTION APPROVING AN AREA VARIANCE FOR 8'-6" TO A SETBACK OF 1'-6" FOR A TOTAL OF 21' FROM THE WESTERN PROPERTY LINE FOR THE CONSTRUCTION OF AN ACCESSORY STRUCTURE LOCATED AT 311 BENNET ST., TAX MAP NUMBER 30.81-1-57, ZONED R-3, BY ALEXES LAMB, FILE# 2024-007.

WHEREAS, the City of Oneida Joint Zoning Board of Appeals/Planning Commission (hereinafter referred to as "the Board") has reviewed the application submitted by the Alexes Lamb, 311 Bennet St., Tax Map Number 30.81-1-57, zoned R-3; and

WHEREAS, the State Environmental Quality Review (SEQR) process was completed on November 12, 2024, and the Planning Board declared lead agency, classifying the action as a Type II action requiring no further review pursuant to § 617.5.; and

WHEREAS, a public hearing was held on November 12, 2024, allowing the public to express their opinions and concerns regarding the proposed area variances; and

WHEREAS, the Board determined that no GML 239 Referral was required; and

WHEREAS, in accordance with the resolutions passed by the Board addressing the applicant's satisfaction of the area variance criteria, the Board does hereby conclude that variance relief **will/will not** produce an undesirable change in the character of the neighborhood and **will/will not** be a detriment to nearby properties. Variance relief **will/will not** have an adverse effect or impact on the physical environmental conditions in the neighborhood or district. Neighbors **did/did not** express any opposition to the variance. The variance sought **is/is not** determined to be substantial. There **is/is no** apparent method to achieve the benefit Applicant wishes to obtain, other than a variance and the benefit to Applicant does outweigh any detriment to the neighborhood or community because of granting the variance relief as documented in the Area Variance Checklist in Attachment A.; and

WHEREAS, the Board does further determine that there be imposed certain conditions upon the approval of the area variances.

NOW, THEREFORE, BE IT RESOLVED by the City of Oneida Joint Zoning Board of Appeals/Planning Commission as follows:

That the application submitted by Alexes Lamb requesting an Area Variance of 8'-6" to a setback of 1'-6" from the western side property line to allow for the placement of an accessory structure, located at 311 Bennet St, Tax Map Number 30.81-1-57, Zoned R-3 with the following conditions:

CONDITIONS:

1. That the applicant obtain all necessary building permits.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

PASSED AND ADOPTED by the City of Oneida's Joint Zoning Board of Appeals/Planning Commission on this 12th day of November, 2024.

O. Perry Tooker

Chairperson, Joint Zoning Board of Appeals/Planning Commission

Moved by:

Seconded by:

Ayes:

Nays:

Motion Carried/Denied

CITY OF ONEIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT



109 North Main Street
Oneida, New York 13421
Tel.: 315-363-7467
Fax: 315-363-2572

**APPLICATION FOR A SUBDIVISION
ADJUSTMENT**

FEE SCHEDULE:

Please make the check payable to the City of Oneida

- | | |
|--|---------------|
| <input type="checkbox"/> Sketch Plat | \$100 per lot |
| <input type="checkbox"/> Preliminary Plat | \$100 per lot |
| <input type="checkbox"/> Waiver of Subdivision | \$175 |
| <input type="checkbox"/> Amendment of Plat | \$200 |

FOR OFFICE USE:

Application Number: _____

Date of Public Hearing: _____

Date Received by Planning: _____

Date of Final Action: _____

Action Filing Date: _____

☐ Approved ☐ Denied

Name of Proposed Development: Oneida Healthcare & Extended Care Facility

Location of Site: 321 Genesee Street, Oneida New York

Tax Map Number: 38.63-1-3.3

Current Zoning Classification: CS-Community Service **Ward:** 2

Applicant:

Plans Prepared By:

Name(Print): Oneida Health Systems Inc.

Address: 323 Genesee Street
Oneida, New York 13421

Phone: _____

Email: fkoernig@oneidahealthcare.org

Name(Print): Delta Land Surveyors c/o Tom Parker

Address: 4873 NYS Rt.5
Vernon, New York 13476

Phone: 315-203-8095 (D)

Email: tparker@delta-eas.com

Felissa Koernig 7/25/2024
Signature of the Applicant Date

Property Owner (if different): Same

Name (Print): _____

Address: _____

Phone: _____

Email: _____

Property Owner Signature

Date

Proposed Use(s) of Site:

Health care center/hospital and nursing home, no change from existing other than ownership change.



EASEMENT, COVENANT, AND SHARED USE AGREEMENT

THIS EASEMENT, COVENANT, AND SHARED USE AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2024, by and between Oneida Health Systems, Inc., a New York not-for-profit corporation ("**OHS**") and Oneida Real Estate Acquisition II, LLC, a New York limited liability company ("**OREA**" and together with OHS, collectively, "**Owners**").

RECITALS

- A. OHS is the owner of certain real property described on the attached Exhibit A (the "**OHS Property**"), and OREA is the owner of certain adjacent real property described on the attached Exhibit B (the "**OREA Property**" and together with the OHS Property, collectively, the "**Properties**").
- B. The OHS Property will contain certain amenities, which may include, without limitation, dining room and access hallways (the "**OHS Amenities**"), and the OREA Property will contain certain other amenities, which may include, without limitation, the kitchen, utility systems that are shared between the Properties and access hallways (the "**OREA Amenities**" and together with the OHS Amenities, collectively, the "**Shared Facilities**").
- C. OHS desires that the occupants of and employees at the OHS Property and their permitted guests or invitees (collectively, the "**OHS Users**") be allowed to use the OREA Amenities on the same terms and conditions as the OREA Users, and OREA desires that the occupants of and employees at the OREA Property and their permitted guests or invitees (collectively, the "**OREA Users**" and together with the OHS Users, collectively, the "**Users**") be allowed to use OHS Amenities on the same terms and conditions as the OHS Users.

NOW, THEREFORE, for and in consideration of the promises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

AGREEMENT

1. Shared Facilities.

- 1.1. Access and Use. Subject to any express conditions, limitation or reservations contained herein, each of the Owners hereby grants and conveys to the other for the benefit of the Properties and their Users, a nonexclusive irrevocable easement and right of way across, through and within the buildings located on the Properties, including, without limitation, hallways, stairs, and elevators to provide reasonable access, use and enjoyment of the Shared Facilities (the "**Access Easements**"). Each Owner further reserves the right to temporarily restrict access to the Shared Facilities located within its property as is reasonably necessary for the maintenance thereof. Each Owner further reserves the right to restrict access to certain areas within their respective

Properties to the extent necessary to maintain confidentiality and security of their respective facilities, provided each of the Owners will at all times provide access to each's Shared Facilities through reasonable shared spaces through the Owners' respective Properties.

1.2. Shared Facilities Maintenance.

- 1.2.1. **Obligations.** Owners hereby agree to (i) maintain their respective amenities comprising the Shared Facilities in a good state of repair and in a safe and orderly condition and in compliance with all applicable laws and regulations; (ii) perform all such maintenance, repair, replacement and/or inspection work in the most expeditious manner reasonably possible so as to minimize interference with the use of the amenities on its property comprising the Shared Facilities by the Users; and (iii) permit those areas of its property located immediately adjacent to the Shared Facilities to be used as may be reasonably necessary on a temporary basis solely in connection with the maintenance, repair, replacement and/or inspection of the Shared Facilities, including, without limitation, for the temporary storage of materials and equipment.
- 1.2.2. **Kitchen.** OHS and OREA agree to hire a third-party food service management company ("Food Service Company"), which both Owners cooperatively choose to manage the general and day-to-day use of the kitchen located on the OREA Property. OHS shall oversee obtaining bids to provide food services to OHS and OREA. OHS shall present at least three bids to OREA. Each bidding Food Service company shall initially budget and propose the services provided and the allocation of food and labor costs relative to kitchen services provided to Owners. Once OREA and OHS have agreed as to the Company that has the best bid, each of OREA and OHS must agree to the allocation suggested by the Food Service Company, and after OREA and OHS have agreed as to the allocation, it will be memorialized in the Food Service Company's contract ("FSC Agreement"). If the parties cannot agree on the Food Service Company and cost allocation within sixty (60) days of receipt of the three bids to OREA, then the parties agree to submit the dispute to be determined by arbitration in Oneida County.
- 1.2.3. **Costs and Expenses.** All operating, maintenance, repair, and/or replacement costs (including, without limitation, utility charges and allocable shares of insurance expenses) incurred for the Shared Facilities ("**Costs**") will be paid by the owner of the property upon which the particular amenity is located, subject to Section 2.2.4 hereof. To the extent any of the Shared Facilities are utilities that are located on one of the Properties but used and consumed by the Owner of the other of the Properties, then the Owners shall work together in good faith to equitably apportion the costs associated solely with the consumption of such utility services.
- 1.2.4. **Capital Cost Reimbursement.** The Owners agree that each will maintain, repair and replace their respective Properties at their own cost and expense, except to the extent such maintenance, repair or replacement is necessary as a result of an Owner or its User's

negligence or intentionally act and except as otherwise delineated in any other written agreement between the Owners.

- 1.2.5. **Self Help Right.** In the event of a failure by either Owner to maintain its amenities as required by this Agreement (the “*Defaulting Owner*”), then after fifteen (15) days’ prior written notice from the other Owner (the “*Non-Defaulting Owner*”) to cure such default (except in an emergency which includes, without limitation, a material impairment of the easement rights under this Agreement, in which case the period will be forty-eight (48) hours), then, at its option, the Non-Defaulting Owner will be entitled to: (i) injunctive relief mandating compliance and to obtain a decree specifically enforcing the performance of such obligation, (ii) take such action as such Non-Defaulting Party shall reasonably deem necessary to cure such default on behalf of the Defaulting Party, or (iii) relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses incurred by the Non-Defaulting Party in connection with any such action or proceeding, including attorneys’ fees in a reasonable amount, or in exercising self-help rights under clause (ii), shall be paid by the Defaulting Party upon demand therefor.
2. **Storage and Office Room Use.** In addition to the rights granted herein, OHS shall also be granted an exclusive easement for access and use of the rooms shown on Exhibit C, consisting of two storage rooms, two offices and two receptions areas. OREA may only access the Storage Room for the limited purpose of performing general maintenance, repairs and replacements to the structure of the OREA Property.
3. **Indemnification.** The Owners will defend, indemnify, protect and hold each other and their respective members, officers, employees, contractors, and other agents harmless against and from any and all expenses or liability arising out of any and all claims, actions, damages, liability or expense which they may incur in connection with any and all injuries to or deaths of persons, or damage to real or personal property, arising out of any violation by a party of its obligations under the provisions of this Agreement. Provided, however, notwithstanding the foregoing or any provision in this Agreement to the contrary, for so long as either of the Properties is subject to a mortgage insured or held by the U.S. Department of Housing and Urban Development (“*HUD*”), any obligations of the Owners to provide indemnification hereunder shall be limited to available “Surplus Cash” of the applicable Owner (as “Surplus Cash” is defined in the Regulatory Agreement between HUD and the applicable Owner), and any such indemnification obligation shall not apply to HUD.
4. **Insurance.** At all times during the term of this Agreement, Owners agree to maintain in full force and effect the following insurance policies and coverages covering all activities to be performed and provided hereunder (directly or by contractors or other third parties): (i) workers’ compensation insurance with limits of coverage as follows: Coverage A: statutory, covering New York jurisdiction; (ii) Business Automobile Liability Insurance with limits of liability of at least \$1,000,000 combined single limit per occurrence, for property damage and bodily injury; (iii) Broad Form General Liability Insurance with combined single limits of \$2,000,000 and \$4,000,000 in the aggregate for property

damage and bodily injury, naming both Owners and any other person or entity designated by Owners as additional insureds; (iv) umbrella coverage of at least \$2,000,000 per occurrence and in the aggregate; and (v) building fire and hazard coverage in commercially reasonable amounts and in amounts at least equivalent to the fair market value of the Owners' respective Properties.

5. **Notices, Demands and Communications.** Formal notices, demands, and communications between the Owners will be sufficiently given if and will not be deemed given unless dispatched by certified mail, postage prepaid, return receipt requested, or delivered by reputable overnight delivery service, with a delivery receipt, or delivered personally, with a delivery receipt to the principal office of applicable party as follows:

If to OHS:

Oneida Health System, Inc.
323 Genesee Street
Oneida, New York 13421
Attention: President and Chief Executive Officer
Email: fkoernig@oneidahealthcare.org

With a copy to:

Hancock Estabrook, LLP
1800 AXA Tower I
100 Madison Street
Syracuse, New York 13202
Attention: Catherine A. Diviney, Esq.
Email: cdiviney@hancocklaw.com

If to OREA:

Oneida Real Estate Acquisition II, LLC
1280 Albany Post Road
Croton on Hudson, New York 10520
Attention: Lizer Jozefovic
Email: _____

With a copy to:

Lucosky Brookman
101 Wood Avenue South
Woodbridge, New Jersey 08830
Attention: Mark H. Zafrin, Esq.
Email: mzafrin@lucbro.com

Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery, the date of refusal of delivery or the date of attempted delivery if undeliverable. Any party may update its notice address (and may as applicable, add its investor, lender and/or other parties requiring delivery of notice) by written notice to each other party. In addition to the foregoing, the Owners may provide notice by e-mail to the addresses set forth above, the receipt of which will be deemed to have occurred twenty-four (24) hours after such e-mail is sent.

6. Miscellaneous.

- 6.1. Attorney's Fees. In the event of any controversy, claim or action being filed or instituted to enforce or interpret any of the terms of this Agreement, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorney's fees (including reasonable costs and attorney's fees on any appeal or in bankruptcy), incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to a judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party or who causes performance by the other party of the other party's obligations hereunder.
- 6.2. Binding Effect. The terms and conditions of this Agreement will (i) be binding upon, and will inure to the benefit of, the Owners and their respective heirs, trustees, beneficiaries, legal representatives, successors and/or assigns, and (ii) run with the land and be binding upon and inure to the benefit of all parties owning or having any interest in either of the Properties or any portion thereof.
- 6.3. Business Day. In the event that the date for performance of any obligation under this Agreement falls on other than a business day in the State of New York, then such obligation will be performed on the next succeeding business day.
- 6.4. Captions. Captions in this Agreement are for convenience of reference only and will not be considered in the interpretation of this Agreement.
- 6.5. Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute one and the same agreement.
- 6.6. Further Assurances. The parties will at any time and from time to time after the execution of this Agreement, upon request of any party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as reasonably may be required in the mutual determination of the respective legal counsels for the parties for the better performance of all obligations under this Agreement.

- 6.7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to conflicts of laws principles). Venue will be the courts serving Madison County, New York. THE PARTIES HERETO AGREE TO WAIVE ALL RIGHT TO A JURY TRIAL IN CONNECTION WITH DISPUTES ARISING UNDER THIS AGREEMENT.
- 6.8. No Dedication to Public. Nothing contained in this Agreement will be deemed to be a grant or dedication of any portion of the Properties to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of the parties and their Users. Nothing in this Agreement will be construed to mean that any person (other than the parties) is a third-party beneficiary of this Agreement, and any rights or benefits granted to any party may be enforced only by the party granting such rights or benefits.
- 6.9. No Oral Modifications or Waivers. No modification or amendment of this Agreement will be valid or effective unless the same is in writing and signed by all parties hereto. No purported waiver of any of the provisions of this Agreement will be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced. The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies that said party may have and will not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the same or any other party.
- 6.10. Not Construed Against Drafter. This Agreement has been negotiated and prepared by all parties and their respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision will not apply the rule of construction that a document is to be construed more strictly against one party.
- 6.11. Number; Gender. Whenever required by the context, the singular will include the plural, the neuter gender will include the male gender and female gender, and vice versa.
- 6.12. Time of Essence. Time is of the essence in the performance of each of the terms of this Agreement.
- 6.13. Recitals. The Recitals above are hereby incorporated and made a part of this Agreement.
- 6.14. Severability. In the event that one or more of the provisions of this Agreement will be held to be illegal, invalid or unenforceable, each such provision will be deemed severable, and the remaining provisions of this Agreement will continue in full force and effect.

[SIGNATURE PAGES FOLLOW]

ONEIDA HEALTH SYSTEMS, INC.,
a New York not-for-profit corporation

By: _____

Name: Felissa Koernig

Title: President and CEO

State of _____

County of _____

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Felissa Koernig, 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, and that by her signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

(seal)

Notary Public's signature

Notary registration number: _____

My commission expires: _____

[signatures continue on following page]

ONEIDA REAL ESTATE ACQUISITION II, LLC

a New York limited liability company

By: _____

Name: Lizer Jozefovic

Title: Manager

State of _____

County of _____

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Lizer Jozefovic, 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 he executed the same in his capacity, and that by his signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

(seal)

Notary Public's signature

Notary registration number: _____

My commission expires: _____

EXHIBIT A
OHS PROPERTY

EXHIBIT B

OREA PROPERTY

STORAGE AND OFFICE ROOM

1 HR. SMOKE PARTITION
EXISTING 2 HR. PARTITION
EXISTING GYM. GYMNASIUM DOOR
1 HR. AIR RATED
1 HR. FIRE WALL

OFFICE
OFFICE
ELECT. ROOM
GENERATOR
ELECTRICAL
CHILLER
ELECT. ROOM
GENERATOR
ELECTRICAL
CHILLER

NOTE:
PROVIDE FIRE BREAKS AT ALL PERIMETERS
OF EXISTING FIRE RATED PARTITIONS - TYPICAL.

ROAD EASEMENT AND MAINTENANCE AGREEMENT

THIS ROAD EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") made September __, 2024 by and between **Oneida Health Systems, Inc.**, a New York not-for-profit corporation ("OHS") and **Oneida Real Estate Acquisition II, LLC**, a New York limited liability company ("OREA" and together with OHS, collectively, "Owners")

WITNESSETH:

WHEREAS, OHS is the owner of real property described in Schedule "A" attached hereto ("OHS Property"); and

WHEREAS, OREA is the owner of real property described in Schedule "B" attached hereto ("OREA Property" and together with the OHS Property, collectively, "Properties") having recently acquired the OREA Property from OHS; and

WHEREAS, the Properties are contiguous, as more particularly described in a certain subdivision map filed with the Madison County Clerk's Office intended to be filed contemporaneously with this Easement and attached hereto as Schedule "C" ("Survey"); and

WHEREAS, access to the Properties from from the Seneca Street Extension shown on the Survey is over a mapped and dedicated street known as Wayland Smith Drive; and

WHEREAS, Wayland Smith Drive intersects with a private road (the "Road") that is entirely on the eastern side of the OHS Property and is shown on the Survey.

WHEREAS, the Owners jointly and concurrently use the Road for ingress and egress to and from their respective Properties in varying percentages of use; and

WHEREAS, the Owners desire to define and clarify their respective rights and duties concerning use, maintenance and repair of the Road.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Owners agree as follows:

1. OHS grants OREA a non-exclusive, permanent easement for ingress and egress over the Road for driveway purposes only. "Driveway purposes" refers to the use of the Road for access to and from the Grantee's building and parking lot for visitors, staff, deliveries, and any vehicular traffic related to these purposes. This also includes access to such parts of the Grantor's property as necessary for deliveries to and from the Grantee's property.

2. The Owners shall bear the cost and expense of maintaining the Road in good, safe and proper condition and repair, including, without limitation, filling gravel and sand, resurfacing, and snow/ice removal, in proportion to their respective percentage of use of the Road. OHS shall be primarily responsible for maintaining, repairing, and replacing the Road in its reasonable discretion. OHS shall submit invoices to OREA every year indicating the costs of maintaining,

repairing, and replacing the Road as described in this Section 1 for the prior year. OREA will reimburse OHS within fifteen (15) days of receipt of such invoices, an amount equal to the total annual charge of maintaining, repairing, and replacing the Road multiplied by the percentage outlined in Section 3.

3. As of the date of this Agreement, the Owners fix their percentage of use of the Road as follows: (a) OHS: 50%; (b) and OREA 50%.

4. No Owners shall obstruct, cause to be obstructed, or otherwise interfere with another party's right to reasonably use the Road. This Agreement does not grant OREA the right to park vehicles within the Road.

5. The use of the Road shall be limited to reasonable vehicular and pedestrian traffic associated with commercial purposes.

6. No Owners shall permit the road to suffer from waste, misuse, or neglect.

7. This Agreement and all negative and affirmative covenants of the Owners herein shall be construed by the laws of the State of New York, shall be deemed covenants running with the land of the respective Owners and shall bind the respective heirs, successors and assigns of the Owners. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of New York State in each case located in Madison County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. Each party irrevocably and unconditionally waives any right it may have to a trial by jury regarding any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

8. No amendment or modification of this Agreement shall be deemed effective unless and until executed in writing by the Owners with the same formality attending the execution of this Agreement.

9. If, in the reasonable opinion of one of the Owners (each, as the case may be, the "Non-Defaulting Party"), the owner of the other parcel (each, as the case may be, the "Defaulting Party") shall be in default of any term or provision hereof, then the Non-Defaulting Party shall give written notice to the Defaulting Party specifying with particularity the nature of such default. The Defaulting Party shall have a period of fifteen (15) days from receipt of notice (except in an emergency which includes, without limitation, a material impairment of the easement rights under this Agreement, in which case the period will be forty-eight (48) hours) after its receipt of such notice to undertake such action as shall be reasonably required to cure such default and shall thereafter continuously prosecute such curative action to completion. In the event the Defaulting Party fails to cure such default, or to undertake and continue curative action, within such fifteen (15) day period (or within forty-eight (48) hours if in the reasonable opinion of such Non-Defaulting Party an emergency situation exists), the Non-Defaulting Party shall be entitled to: (i) injunctive relief mandating compliance and to obtain a decree specifically enforcing the

performance of such obligation, (ii) take such action as such Non-Defaulting Party shall reasonably deem necessary to cure such default on behalf of the Defaulting Party, or (iii) relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses incurred by the Non-Defaulting Party in connection with any such action or proceeding, including attorneys' fees in a reasonable amount or in exercising self-help rights under clause (ii), shall be paid by the Defaulting Party upon demand therefor.

10. Each of the Owners (each, as the case may be, the "Indemnifying Party") shall defend, indemnify and hold harmless the other ("Indemnified Party") from and against any loss, claim, suit or damages sustained by the Indemnified Party that arise from the negligence or intentional act of the Indemnifying Party, its officers, employees, agents or invitees use of the Road, including payment of reasonable attorneys' fees, court costs and expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SIGNATURES ON SEPARATE PAGES FOLLOWING

ONEIDA HEALTH SYSTEMS, INC.,
a New York not-for-profit corporation

By: _____
Name: Felissa Koernig
Title: President and CEO

State of _____

County of _____

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Felissa Koernig, 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, and that by her signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

(seal)

Notary Public's signature

Notary registration number: _____

My commission expires: _____

ONEIDA REAL ESTATE ACQUISITION II, LLC

a New York limited liability company

By: _____

Name: Lizer Jozefovic

Title: Manager

State of _____

County of _____

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Lizer Jozefovic, 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 he executed the same in his capacity, and that by his signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

(seal)

Notary Public's signature

Notary registration number: _____

My commission expires: _____

Schedule "A"

OHS Property

Schedule “B”

OREA Property

Schedule “C”

Survey

SHARED WALL MAINTENANCE AGREEMENT

THIS SHARED WALL MAINTENANCE AGREEMENT ("Agreement") made September ___, 2024 between **Oneida Health Systems, Inc.**, a New York not-for-profit corporation ("OHS"), and **Oneida Real Estate Acquisition II, LLC**, a New York limited liability company ("OREA" and singularly and collectively with OHS, "Owner" and "Owners").

WITNESSETH:

WHEREAS, OHS is the owner of the premises located at 323 Genesee Street Oneida, New York 13421, County of Madison State of New York ("OHS Property") and more particularly described in a particular subdivision map dated _____, 2024 filed pursuant the approval of the subdivision by the planning board of the City of Oneida and recorded in the office of the Clerk of Madison County as Instrument/Filed Map No. _____ ("Subdivision Map").

WHEREAS, OREA, is the owner of the adjoining premises located at Genesee Street, City of Oneida, County of Madison, State of New York ("OREA Property"), and more particularly described on the Subdivision Map.

WHEREAS, the OHS Property and OREA Property contain adjoining brick buildings described as follows:

- (a) OHS Property: A four-story Acute Care Hospital with a one-story extension known as "Oneida Hospital";
- (b) OREA Property: A four-story Skilled Nursing Home adjacent to Oneida Hospital's one-story extension known as the "ECF Facility". Oneida Hospital and the ECF Facility are each at times also referred to individually and collectively herein as "Building" and "Buildings".

WHEREAS, Oneida Hospital and the ECF Facility are connected by a one-story brick-shared common wall on the Southwest boundary line of the OHS Property and the Northeast boundary line of the OREA Property ("Shared Wall").

WHEREAS, the Owners desire to specify their respective rights and obligations concerning the Shared Wall's ownership, maintenance, and repair.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Owners agree as follows:

Shared Wall

1. The Owners agree that the Shared Wall shall be used jointly by the Owners for their mutual benefit.
2. Each Owner shall be solely responsible for the costs of maintaining the exterior of the Shared Wall visible inside each Owner's Building unless said repair and maintenance are necessary to the structural repair of the interior of the Shared Wall.
3. The structural portion of the Shared Wall shall be kept in good repair and maintained at the joint and equal expense of the Owners on a 50/50 basis.
4. In the event of partial or total destruction of the Shared Wall, the Owners shall repair, or cause to repair or rebuild, such wall with materials substantially the same as those with which it is now constructed. Each Owner shall pay their pro rata share of any cost or expense of such work.
5. Each Owner shall have the right to enter the other Owner's Building at reasonable times and upon reasonable notice to maintain, repair, construct, or rebuild the Shared Wall.
6. Neither Owner shall do anything detrimental to the structural integrity of the Shared Wall that affects the other Owner's portion of the Shared Wall.

7. Neither Owner may unreasonably withhold consent to perform any necessary repair or maintenance of the Shared Wall.

Exterior Building Repairs and Improvements

8. Each Owner shall be responsible for maintaining the structural integrity, condition, and appearance of their Building's exterior and keeping it clean, safe, and sanitary.

9. If any Owner's negligent or intentional act, including the failure to agree to necessary repairs, causes damage or destruction to any improvements on the OHS Property, OREA Property, or the Buildings, that owner will be responsible for the full cost and expense of any required repair or reconstruction.

10. Should an independent engineer determine that the Shared Wall requires maintenance, repairs, or replacements, the Owners agree to contact at least three reputable contractors with experience in repairing brick walls and secure estimates from each. The parties shall then agree upon which contractor to choose and the cost of repairs to the Shared Wall.

11. If either Owner neglects or refuses to pay the other Owner for their portion of agreed upon shared costs or for costs that resulted from negligent or intentional damage, or defaults under this Agreement in any other way, the aggrieved Owner shall be entitled to pay such amount owing and seek recourse from the other owner for their share in a plenary proceeding.

Default; Indemnification

12. If, in the reasonable opinion of one of the Owners (each, as the case may be, the "Non-Defaulting Party"), the Owner of the other parcel (each, as the case may be, the "Defaulting Party") shall be in default of any term or provision hereof, then the Non-Defaulting Party shall give written notice to the Defaulting Party specifying with particularity the nature of such default. The Defaulting Party shall have a

period of fifteen (15) days from receipt of notice (except in an emergency which includes, without limitation, a material impairment of the easement rights under this Agreement, in which case the period will be forty-eight (48) hours) after its receipt of such notice to undertake such action as shall be reasonably required to cure such default and shall thereafter continuously prosecute such curative action to completion. In the event the Defaulting Party fails to cure such default or to undertake and continue curative action, within such fifteen (15) day period (or within forty-eight (48) hours if in the reasonable opinion of such Non-Defaulting Party an emergency situation exists), the Non-Defaulting Party shall be entitled to: (i) injunctive relief mandating compliance and to obtain a decree specifically enforcing the performance of such obligation, (ii) take such action as such Non-Defaulting Party shall reasonably deem necessary to cure such default on behalf of the Defaulting Party, or (iii) relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses incurred by the Non-Defaulting Party in connection with any such action or proceeding, including attorneys' fees in a reasonable amount, or in exercising self-help rights under clause (ii), shall be paid by the Defaulting Party upon demand therefor.

13. Each Owner (referred to as the "Indemnifying Party") is responsible for defending, indemnifying, and protecting the other Owner (referred to as the "Indemnified Party") from any losses, claims, suits, or damages resulting from the negligence or intentional acts of the Indemnifying Party, including its officers, employees, agents, or invitees, in performance of the Indemnifying Party's obligations herein. This includes covering reasonable attorneys' fees, court costs, and expenses.

Miscellaneous

15. This Agreement may not be altered, changed, or modified except in writing, signed by both parties.

16. This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute one and the same agreement.

17. This Agreement shall run with the land and be binding upon and inure to the benefit of the Owners and their respective heirs, successors and assigns.

18. This Agreement and all the obligations of the owners will be interpreted according to the laws of the State of New York. These obligations will be considered as running with the land and will be binding on the heirs, successors, and assigns of the owners. Any legal actions related to this agreement must be filed in the courts of New York State, specifically in Madison County. Each party agrees to the exclusive jurisdiction of these courts. If needed, serving any legal documents via mail to the address provided will be considered as effective service of process. Additionally, each party waives their right to a trial by jury for any legal actions related to this agreement or the transactions outlined within it.

SIGNATURES INTENTIONALLY APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have duly executed, or caused to be duly executed, this

Agreement as of the ____ day of September 2024.

ONEIDA HEALTH SYSTEMS, INC.,
a New York not-for-profit corporation

By: _____
Name: Felissa Kocrnig
Title: President and CEO

State of New York

County of _____

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Felissa Kocrnig, 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, and that by her signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

(seal)

Notary Public's signature
Notary registration number: _____
My commission expires: _____

[signatures continue on following page]

**ONEIDA REAL ESTATE ACQUISITION
II, LLC** a New York limited liability
company

By: _____

Name: Lizer Jozefovic

Title: Manager

State of New York

County of _____

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Lizer Jozefovic, 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 he executed the same in his capacity, and that by his signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

(seal)

Notary Public's signature

Notary registration number: _____

My commission expires: _____

**RECORD AND RETURN
MARK ZAFRIN, ESQ.
LUCKOSKY BROOKMAN
101 WOOD AVENUE SOUTH
5TH FLOOR
WOODBIDGE, NEW JERSEY 08830**

TUNNEL EASEMENT

THIS TUNNEL EASEMENT ("Agreement"), made September ____, 2024 between **Oneida Health Systems, Inc.**, a New York not-for-profit corporation ("Grantor"), and **Oneida Real Estate Acquisition II, LLC**, a New York limited liability company ("Grantee" and together with Grantor, collectively, "Parties"):

WITNESSETH:

WHEREAS, Grantor is the owner of real property described in Schedule "A" attached hereto ("Grantor Property"); and

WHEREAS, Grantee is the owner of real property described in Schedule "B" attached hereto ("Grantee Property" and together with the Grantor Property, collectively, "Properties") having recently acquired the Grantee Property from Grantor; and

WHEREAS, the Grantor has caused the property to be subdivided according to that certain subdivision map filed in the office of the County Clerk of Madison County on September __ 2024 as Map # _____; and

WHEREAS, an underground tunnel ("Tunnel") approximately 10 feet wide connects the skilled nursing facility located on the Grantee Property to the Oneida Health Hospital that is located on the Grantor Property; and

WITNESSETH, that the Grantor, in consideration of one and 00/100 Dollars (\$1.00) and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee and the heirs, successors, and assigns of the Grantee forever: a permanent easement of ingress and egress over so much of the Grantor Property as is improved by the pedestrian tunnel for pedestrian traffic in connection with their respective Properties subject to the following:

1. The Parties shall not obstruct, impede, or interfere with the other in the reasonable use of the Tunnel for the purpose of ingress and egress to and from their respective Properties.
2. The parties must maintain the Tunnel in a functional, tidy, and consistent manner so that its upkeep meets the standards set by the New York State Department of Health, the Secretary of Housing and Urban Development, and any other regulatory agencies overseeing the maintenance and operation of the skilled nursing facility owned by the Grantee. If the Tunnel requires any modifications or changes to meet these requirements, the Grantee is solely responsible for the costs and expenses associated with such compliance.
3. The parties recognize that the tunnel connects Oneida Health Hospital to the skilled nursing facility. Neither party can block or obstruct the right of the grantor or grantee to use the tunnel, but it may be necessary to implement reasonable security measures

to protect the patients and employees of the respective facilities.

4. If, in the reasonable opinion of one of the Parties (each, as the case may be, the "Non-Defaulting Party"), the owner of the other parcel (each, as the case may be, the "Defaulting Party") shall be in default of any term or provision hereof, then the Non-Defaulting Party shall give written notice to the Defaulting Party specifying with particularity the nature of such default. The Defaulting Party shall have a period of fifteen (15) days from receipt of notice (except in an emergency which includes, without limitation, a material impairment of the easement rights under this Agreement, in which case the period will be forty-eight (48) hours) after its receipt of such notice to undertake such action as shall be reasonably required to cure such default and shall thereafter continuously prosecute such curative action to completion. In the event the Defaulting Party fails to cure such default or to undertake and continue curative action, within such fifteen (15) day period (or within forty-eight (48) hours if in the reasonable opinion of such Non-Defaulting Party, an emergency situation exists), the Non-Defaulting Party shall be entitled to: (i) injunctive relief mandating compliance and to obtain a decree specifically enforcing the performance of such obligation, (ii) take such action as such Non-Defaulting Party shall reasonably deem necessary to cure such default on behalf of the Defaulting Party, or (iii) relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses incurred by the Non-Defaulting Party in connection with any such action or proceeding, including attorneys' fees in a reasonable amount or in exercising self-help rights under clause (ii), shall be paid by the Defaulting Party upon demand therefor.
5. The Indemnifying Party will defend, indemnify, and hold harmless the Indemnified Party from any loss, claim, suit, or damages caused by the negligence or intentional act of the Indemnifying Party, its officers, employees, agents, or invitees in their use of the Tunnel. This includes payment of reasonable attorneys' fees, court costs, and expenses.
6. This Agreement shall be binding upon the Parties and upon their successors or assigns.
7. This Agreement is intended to run with the land and is meant to benefit any successor owner of either of the Properties. If the Grantee Property is no longer used as a skilled nursing facility, then the Grantor may, in its sole and absolute discretion, terminate this Easement on written notice to the Grantee unless the Parties mutually consent to the change in use in their sole discretion.
8. This Agreement and all negative and affirmative covenants of the Parties herein shall be construed under the laws of the State of New York, shall be deemed covenants running with the land of the respective Parties and shall bind the respective heirs, successors and assigns of the Parties. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of New York State in each case located in Madison County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding

brought in any such court. Each party irrevocably and unconditionally waives any right it may have to a trial by jury regarding any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

9. This Agreement supersedes that specific easement agreement filed in the office of the County Clerk of Madison County in Libor 0934 at page 122 and any and all prior unfiled agreements or written or oral understandings that may have been previously made concerning the tunnel. No modifications of this agreement shall be binding unless in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ONEIDA HEALTH SYSTEMS, INC.,
a New York not-for-profit corporation

By _____
Name: Felissa Koernig
Title: President and CEO

**ONEIDA REAL ESTATE ACQUISITION
II, LLC,**
a New York limited liability company

By _____
Name: Lizer Jozefovic
Title: Manager

State of _____
County of _____

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Felissa Koernig, 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, and that by her signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

State of _____
County of _____

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Lizer Jozefovic, 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 he executed the same in his capacity, and that by his signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Project: Oneida Health - 2 Lot subdivision

Date: 11/12/24

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input 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 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 type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input 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 type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]	
Project:	OHC-2 Lot Subdivision
Date:	11/12/24

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.

_____ Name of Lead Agency	_____ Date
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

Minor Subdivision Checklist

Name: Oneida Health Systems Inc. and Oneida Real Estate Acquisition II LLC

Applicant (if Different):

Address: 321 Genesee Street **Applicant (if Different):**

Date: 11/12/24

Project Location: 321 Genesee St. 607 Seneca St **Tax Map Number(s):** SBL# 38.63-1-3.1 and SBL#38.63-1-3.3

Applicant in attendance: Yes ____ No ____

SEQR

Action Classification: Unlisted

Classified on:

Issued a: Negative/Positive Declaration

Declaration made on:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Comments:

Public Hearing – open time:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Comments:

Public Hearing – closed time:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Motion:

1. The application for a lot line adjustment for 321 Genesee Street, Tax Map Number 38.63-1-3.3, is hereby approved as presented on the plat and conditioned on the execution and recording of the Road Maintenance Agreement, Tunnel Easement, Shared Wall Maintenance Agreement, and Private Road Maintenance Agreement.

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Conditions:

1. The Owners shall obtain all required permits and approvals from the Department of Code Enforcement, including any necessary building permits prior to implementing the adjustments and associated improvements.
2. The Board authorizes the Director of Planning and Development to take any necessary administrative actions to ensure proper filing of the subdivision and easements as approved by this resolution.

**CITY OF ONEIDA JOINT ZONING BOARD OF APPEALS/PLANNING COMMISSION RESOLUTION
APPROVING LOT LINE ADJUSTMENT AT 321 GENESEE STREET AND 607 SENECA STREET TAX
MAP NUMBER 38.63-1-3.3 AND 38.63-1-3.3**

WHEREAS, collectively referred to as "Owners," submitted an application for a lot line adjustment and the approval of an easement, as presented in the plat and associated agreements for the properties located at 321 Genesee Street and 607 Seneca Street, Oneida, NY, Tax Map Number 38.63-1-3.1 and 38.63-1-3.3; and

WHEREAS, the proposed subdivision is located within the C-S (Commercial Services) Zone, and involves non-residential structures, subject to Section 190 Attachment 2 Table B of the City Code, which states that area, yard, and lot coverage requirements for non-residential structures are to be determined by the Joint Zoning Board of Appeals/Planning Commission based on health, safety, and general welfare standards; and

WHEREAS, unless increased or decreased by the Joint Zoning Board of Appeals/Planning Commission, the applicable zoning standards for non-residential structures within the C-S Zone are:

- **Maximum lot coverage:** 80%;
- **Maximum building height:** 45 feet;
- **Minimum front yard:** 5 feet;
- **Minimum side yard:** 5 feet;
- **Minimum rear yard:** 20 feet; and

WHEREAS, the City of Oneida Joint Zoning Board of Appeals/Planning Commission (hereinafter referred to as "the Board") has reviewed the proposed lot line adjustment based on the submitted subdivision plat and related documents, including the Road Maintenance Agreement, Tunnel Easement, Shared Wall Maintenance Agreement, and Private Road Maintenance Agreement; and

WHEREAS, the City of Oneida Joint Zoning Board of Appeals/Planning Commission (hereinafter referred to as "the Board") has reviewed the subdivision plat, associated documents, and easements, and finds that the reduction of the minimum yard requirements is consistent with the **health, safety, and general welfare standards** established in the C-S Zone and will not negatively impact neighboring properties or the surrounding community; and

WHEREAS, a public hearing was held on November 12, 2024, providing neighboring property owners and the public an opportunity to express any concerns regarding the proposed lot line adjustments; and

WHEREAS, the Board has determined that no GML 239 Referral was required for this application; and

WHEREAS, the Board finds that the proposed zero lot line subdivision and related variances in the Subdivision Plat Dated December 12, 2023 by Delta Engineers will not create any undesirable change in the character of the neighborhood or be a detriment to nearby properties, and that the approval is necessary to achieve the Owners' objectives in improving operational efficiency across the properties while ensuring compliance with local planning and zoning regulations;

NOW, THEREFORE, BE IT RESOLVED by the City of Oneida Joint Zoning Board of Appeals/Planning Commission as follows:

1. The application for a lot line adjustment for 321 Genesee Street and 607 Seneca Street, Tax Map Number 38.63-1-3.1 and 38.63-1-3.3, is hereby approved as presented on the plat and conditioned on the execution and recording of the Road Maintenance Agreement, Tunnel Easement, Shared Wall Maintenance Agreement, and Private Road Maintenance Agreement.
2. The Owners shall obtain all required permits and approvals from the Department of Code Enforcement, including any necessary building permits prior to implementing the adjustments and associated improvements.
3. The Board authorizes the Director of Planning and Development to take any necessary administrative actions to ensure proper filing of the subdivision and easements as approved by this resolution.

BE IT FURTHER RESOLVED, this resolution shall take effect immediately.

PASSED AND ADOPTED by the City of Oneida Joint Zoning Board of Appeals/Planning Commission on this 12th day of November, 2024.

O. Perry Tooker, Chairperson, Joint Zoning Board of Appeals/Planning Commission

Moved by:

Seconded by:

Ayes:

Nays:

Motion Carried/Denied

CITY OF ONEIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT

109 North Main Street
Oneida, New York 13421
Tel.: 315-363-7467
Fax: 315-363-2572



COMBINED PLANNING COMMISSION ZONING BOARD OF APPEALS
COVER SHEET

Fee Schedule (please make checks payable to City of Oneida)

- | | |
|---|---------|
| <input type="checkbox"/> Site Plan Review- 1,000 sq ft or less | \$100 |
| <input type="checkbox"/> Site Plan Review- 1,001 to 5,000 sq ft | \$150 |
| <input checked="" type="checkbox"/> Site Plan Review- 5,001 to 10,000 sq ft | \$350 |
| <input type="checkbox"/> Site Plan Review- 10,001 sq ft or larger | \$1,100 |
| <input type="checkbox"/> Conditional Use Permit | \$150 |
| <input type="checkbox"/> Site Plan Modification | \$100 |
| <input type="checkbox"/> Area Variance | \$100 |
| <input type="checkbox"/> Use Variance | \$200 |
| <input type="checkbox"/> Zoning Amendment | \$200 |

FOR OFFICE USE:

Application Number: _____

Date of Fee Collection: _____

Date of Public Hearing: _____

Date Received by Planning: _____

Date of Final Action: _____

Action Filing Date: _____

Location of property 595 Main St Oneida, NY 13421

Zone C Ward 1

Tax Map # 3857-1-18

Property Owner (if Different):

Address: 4505 Sweet Rd

City/State/Zip Code: Manlius, N.Y.

Phone: (315) 682-7707 13104

Email: K6827707@yahoo.com

Kirk L. Bristol 9/19/24
Signature of Owner Date

Kirk L. Bristol
Print Name of Owner

Applicant:

Address: 14743 Railroad Ave.

City/State/Zip Code: Fair Haven, NY 13156

Phone: (315) 868-9798

Email: p212787@gmail.com

phbfitness2024@gmail.com

[Signature] 9/19/24
Signature of Applicant Date

Preston Poznanski
Print Applicant Name

Description of Proposal (Attach additional pages if necessary):

I am opening a 24 hour 7 day a week fitness facility (gym).
The gym will be open to all people ages 18+.

Explain why your proposal is in harmony with the character of the area, and will not have a negative impact on other persons or properties in the area (attach additional pages if necessary):

I am bringing a fitness facility to the area to
help with physical and mental health.

Date Modified 4/19/2023

CITY OF ONEIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT



109 North Main Street
Oneida, New York 13421
Tel.: 315-363-7467
Fax: 315-363-2572

APPLICATION FOR SITE PLAN REVIEW

Fee Schedule (please make checks payable to City of Oneida)

- | | |
|--|---------|
| <input type="checkbox"/> Site Plan Review-- 1,000 sq ft or less | \$100 |
| <input type="checkbox"/> Site Plan Review-- 1,001 to 5,000 sq ft | \$150 |
| <input checked="" type="checkbox"/> Site Plan Review-- 5,001 to 10,000 sq ft | \$350 |
| <input type="checkbox"/> Site Plan Review-- 10,001 sq ft or larger | \$1,100 |

FOR OFFICE USE:

Application Number: _____

Date of Public Hearing: _____

Date Received by Planning: _____

Date of Final Action: _____

Action Filing Date: _____

☐ Approved ☐ Denied

Name of Proposed Development:

7 day per week fitness facility

Location of Site: 595 Main Street

Tax Map Number: 38.57-1-18

Current Zoning Classification: C

Ward: 1

Applicant:

Name: Preston Poznoski

Address: 14793 Rail Road Ave

Fair Haven, NY 13156

Phone: 315-868-9798

Email: poz12787@gmail.com

Plans Prepared By:

Name: _____

Address: _____

Phone: _____

Email: _____

[Signature]
Signature of the Applicant

10/14/24
Date

Owner (If different):

Name: Kirk L Bristol

Address: 4505 Sweet Road

Manlius, NY 13104

Phone: 315-682-7707

[Signature]
Signature of the Owner

10/15/2024
Date

Proposed Use(s) of Site:

7 day per week fitness facility

City, County, State, and Federal Permits Needed (list type and department/agency):
Oneida, Site Plan Review, Madison County Planning 239 Review

Total Site Area (Square feet or acres): .33

Anticipated Construction Time: none

Will Development be Staged? no

Current Condition of Site (buildings, vacant, etc.):
Vacant

Current Land Use of Site (agricultural, commercial, undeveloped, etc.):
Commercial Retail Use

Estimated Cost of Proposed Improvements: zero

Anticipated Increase in Residents, Employees, Customers/clients, etc.: 1-3 employees
100-150 clients

Describe proposed use, including primary and secondary uses, ground floor area, height, number of stories per building. For residential structures, include number of dwelling units by size (# bdms), number of parking spaces. For non-residential structures, include total floor area and total sales area, number of parking spaces. Use separate sheet if needed.

Continue to the next page for procedures->

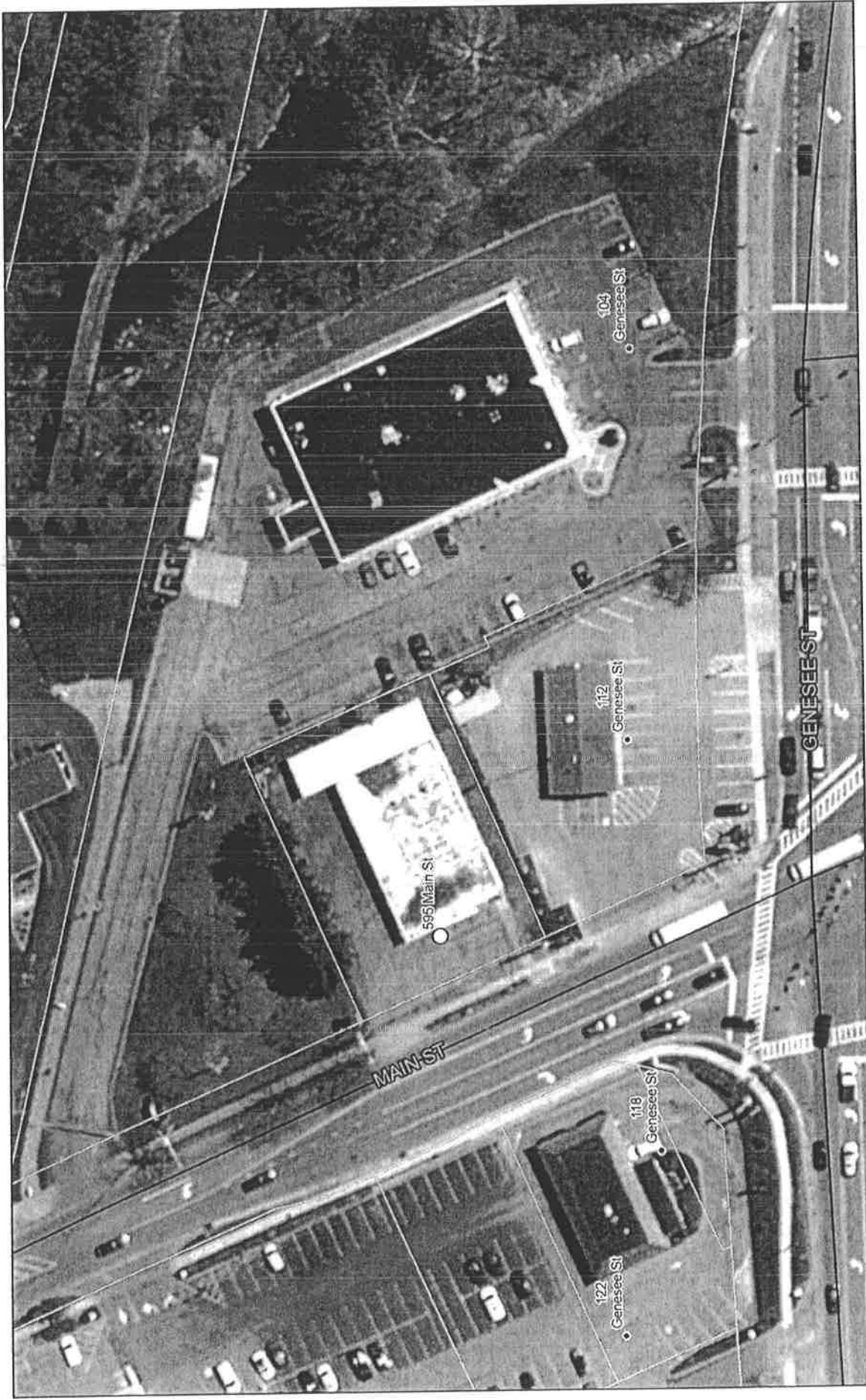
City of Oneida

Application for Site Plan Review

The building will be used as a 24 hour fitness facility. The requirements for the facility will be 18 years or older. The facility will have free weights, weighted machines, cables, cardio among other equipment. Primary function of the facility will be as a gym, while also acting as a personal training site for clients.

As far as building size, the building is 5,000 square feet with 7 workout or retail rooms and 2 acting bathrooms (1 men's/1 women's). There also is 2 storage rooms for cleaning supplies and excess weights/equipment. The facility will also have 56 foot-lockers for clients to use. Parking at the facility will have 20 parking spots with an area for handicap parking. There also is parking available directly adjacent to the facility at Price Chopper.

595 Main St

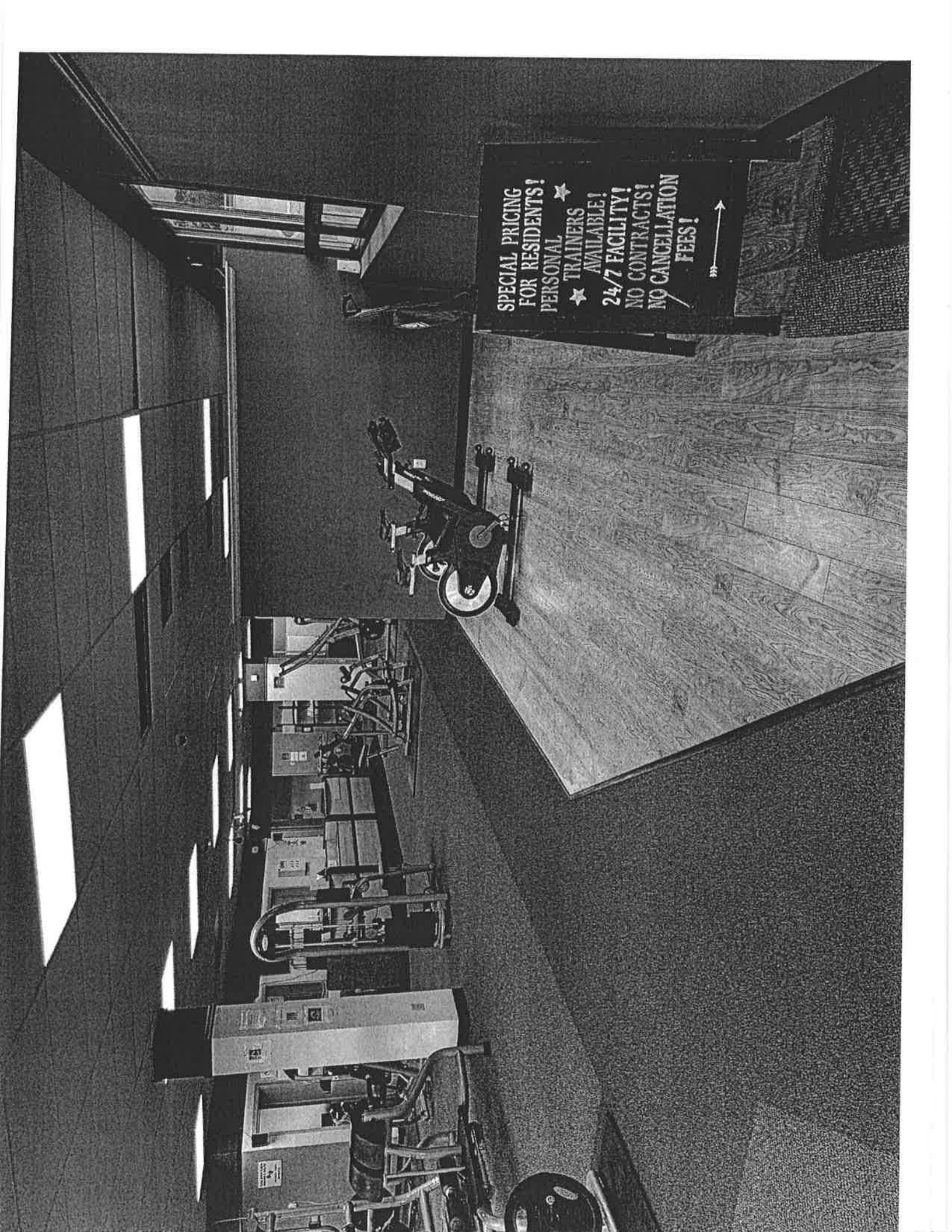


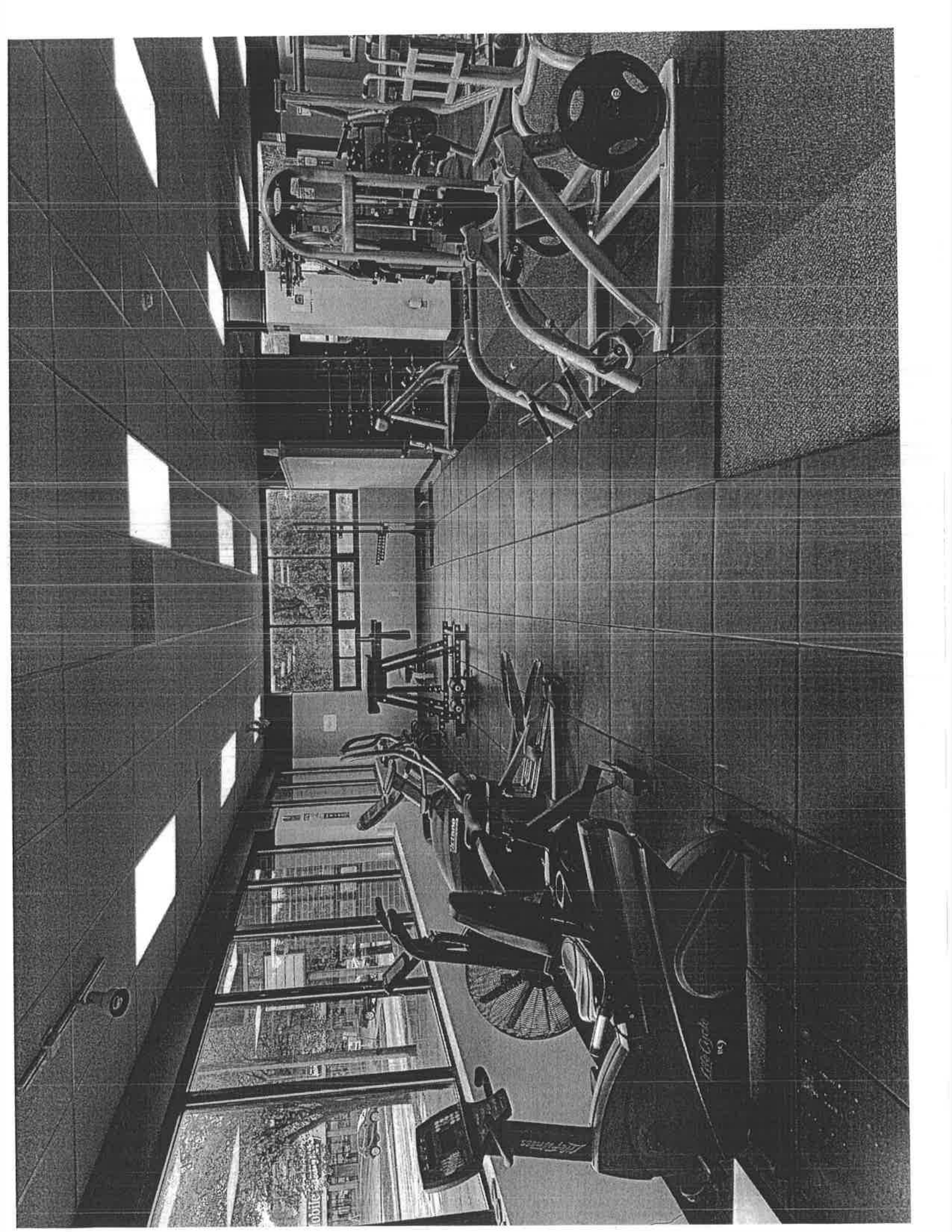
October 12, 2024

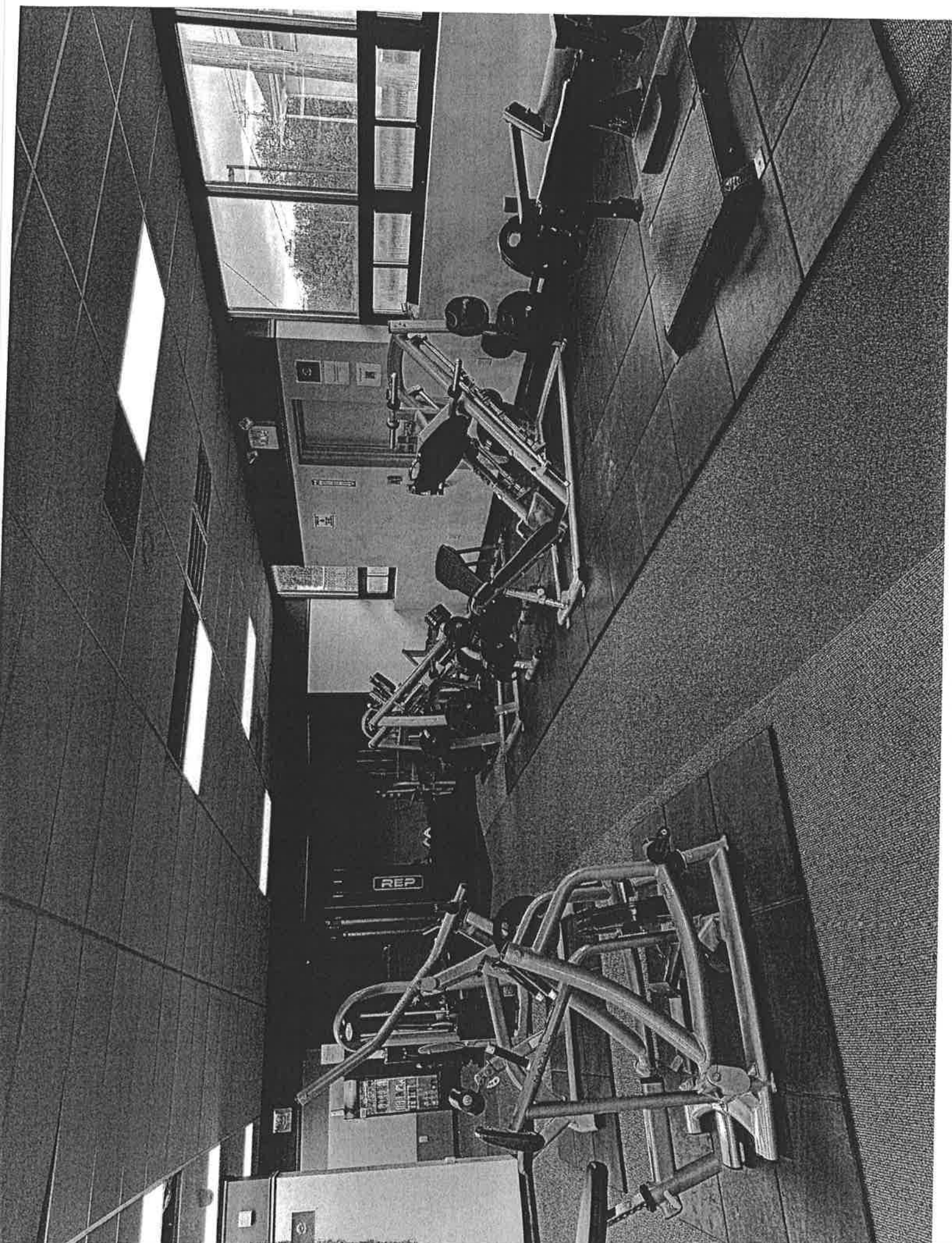
- Address Points
- Roads
- Municipalities
- Oneida Inside District

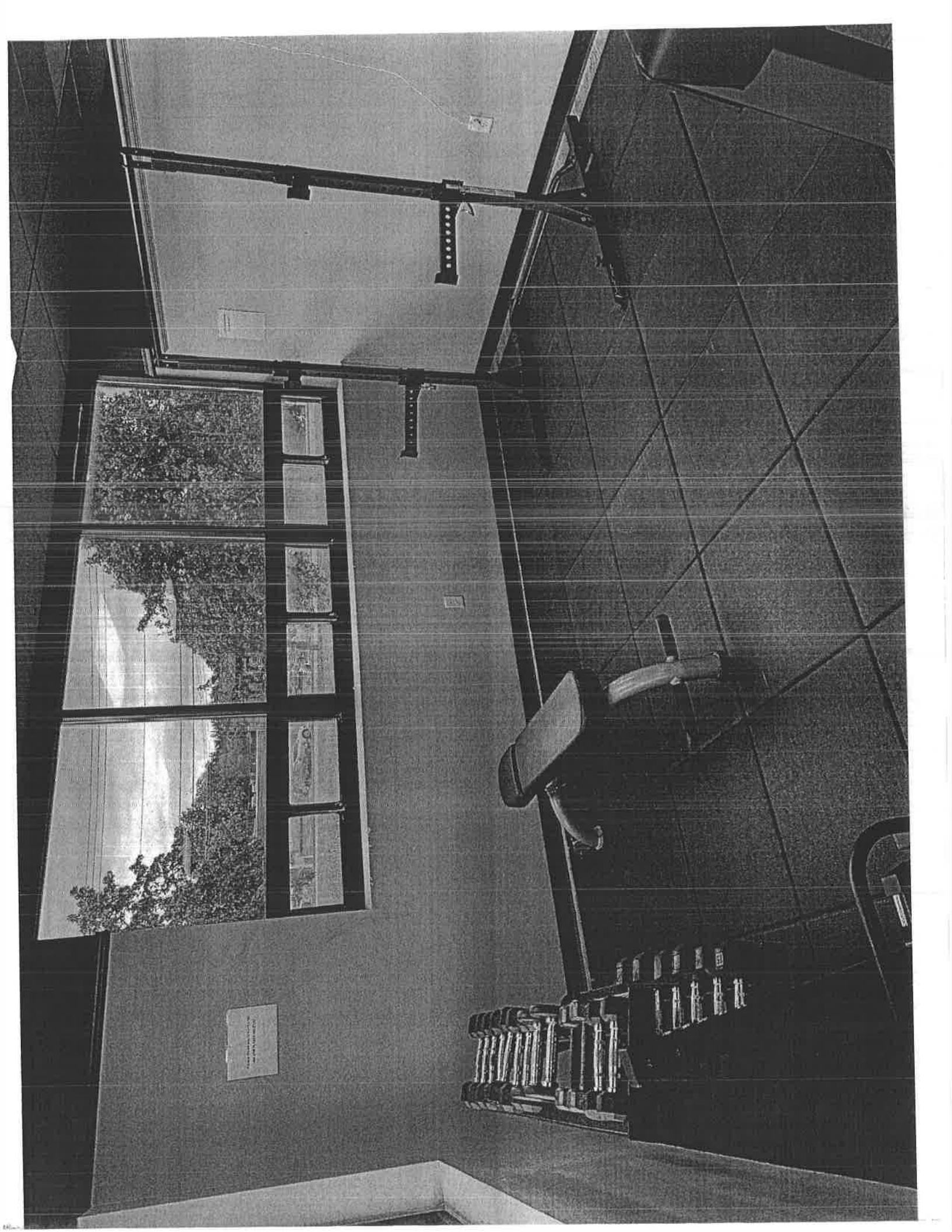
1:1,128
0 0.01 0.01 0.02 0.02 mi
0 0.01 0.02 0.04 km
New York State, Maxar, Microsoft

SPECIAL PRICING
FOR RESIDENTS!
PERSONAL TRAINERS
★ AVAILABLE!
★ 24/7 FACILITY!
NO CONTRACTS!
NO CANCELLATION
FEES!

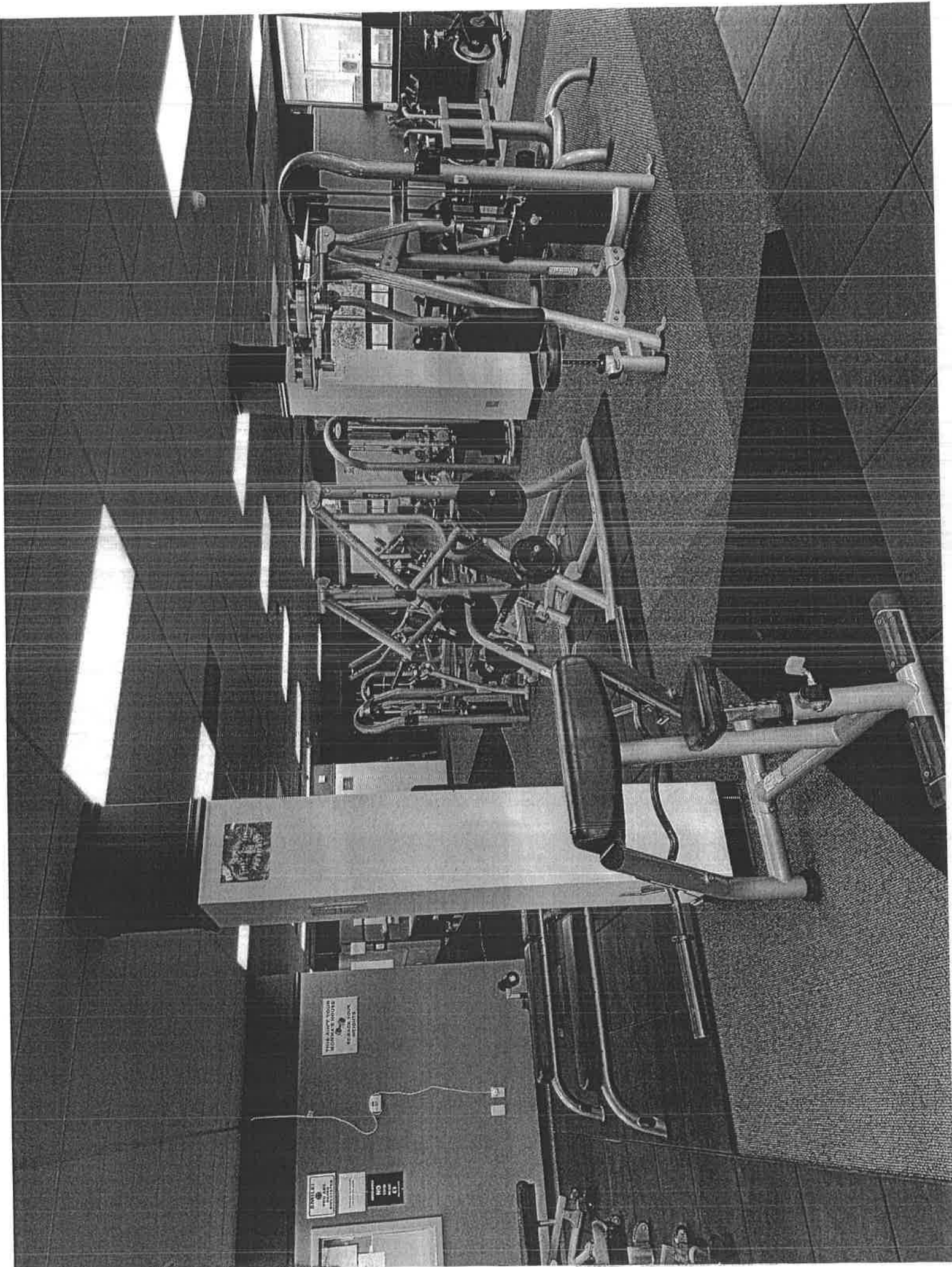


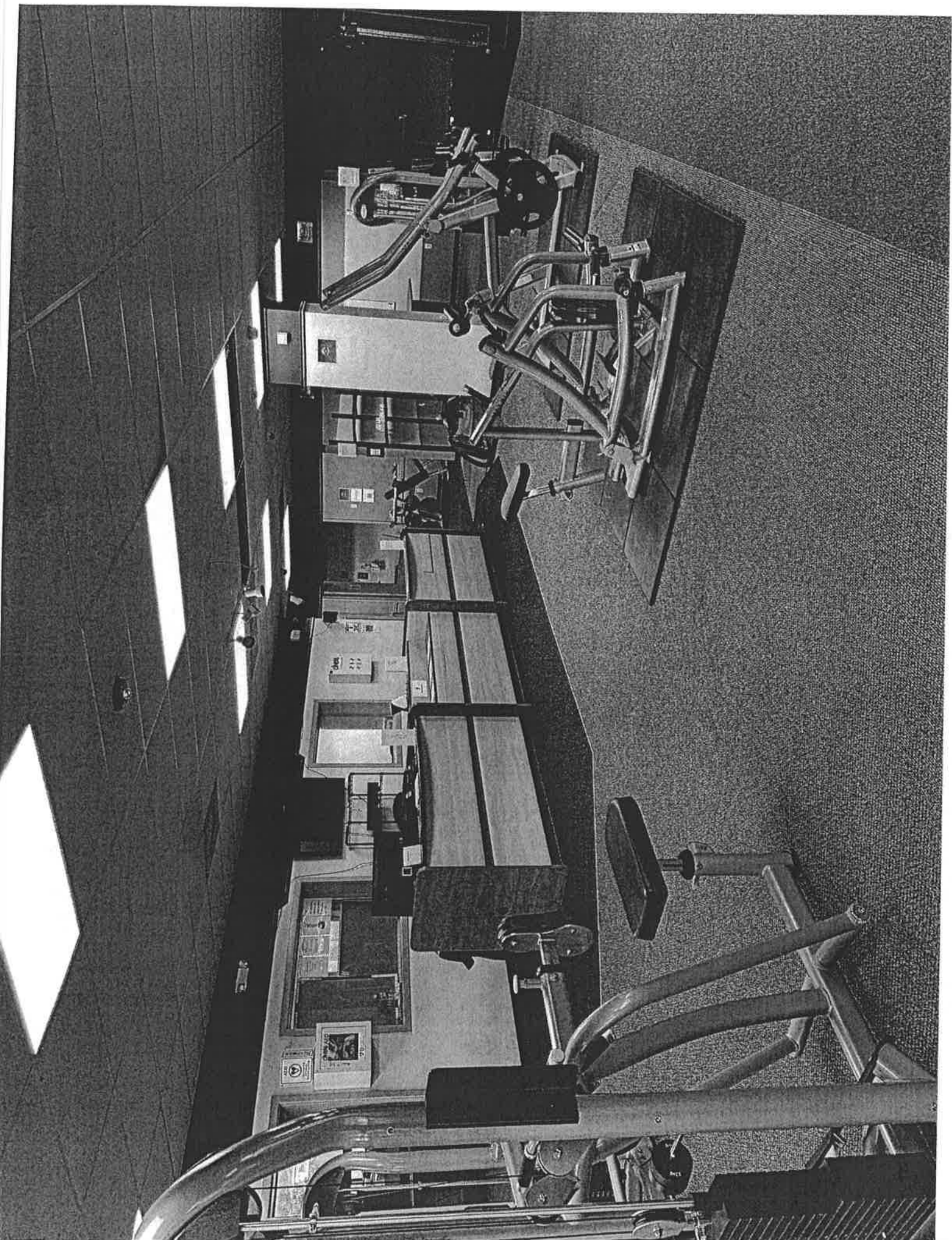


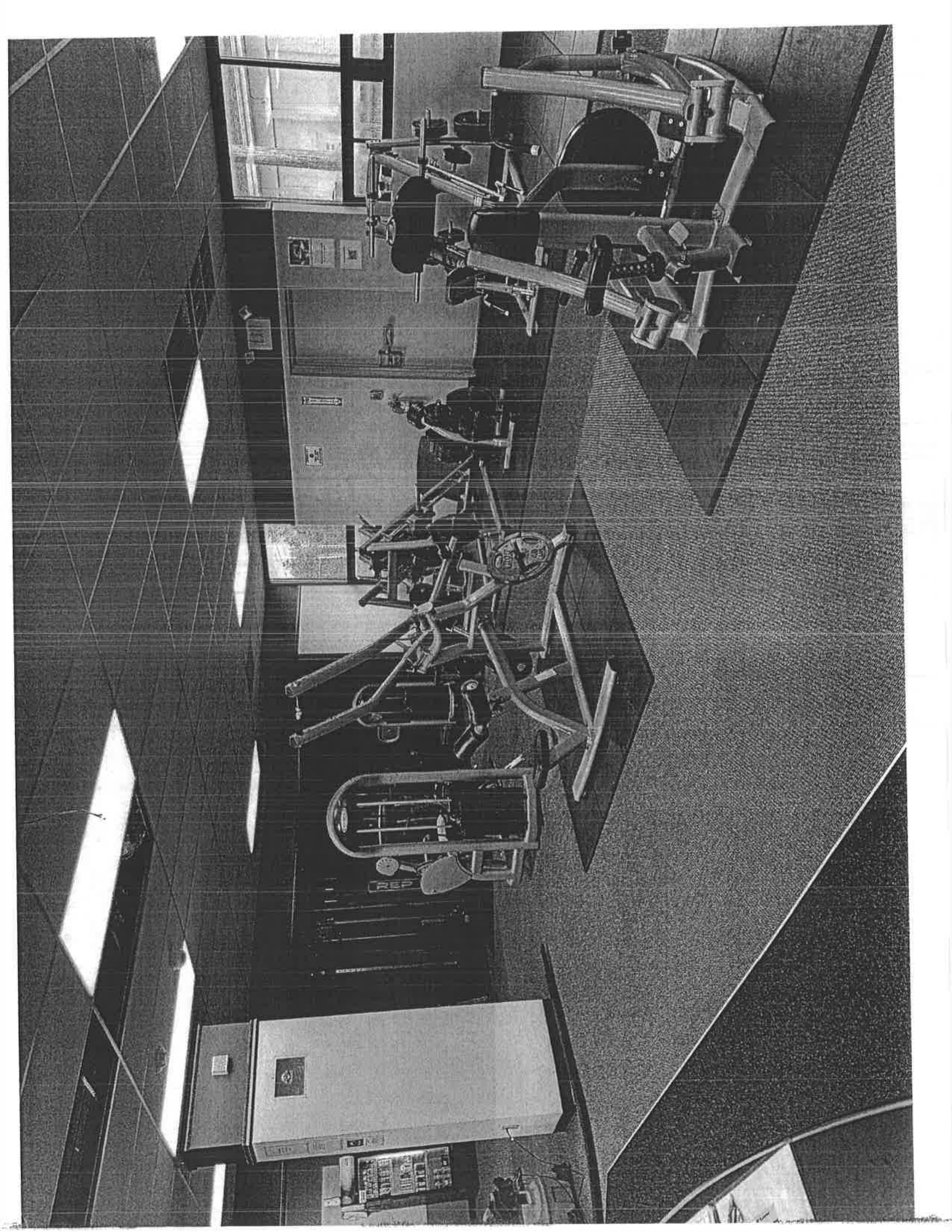


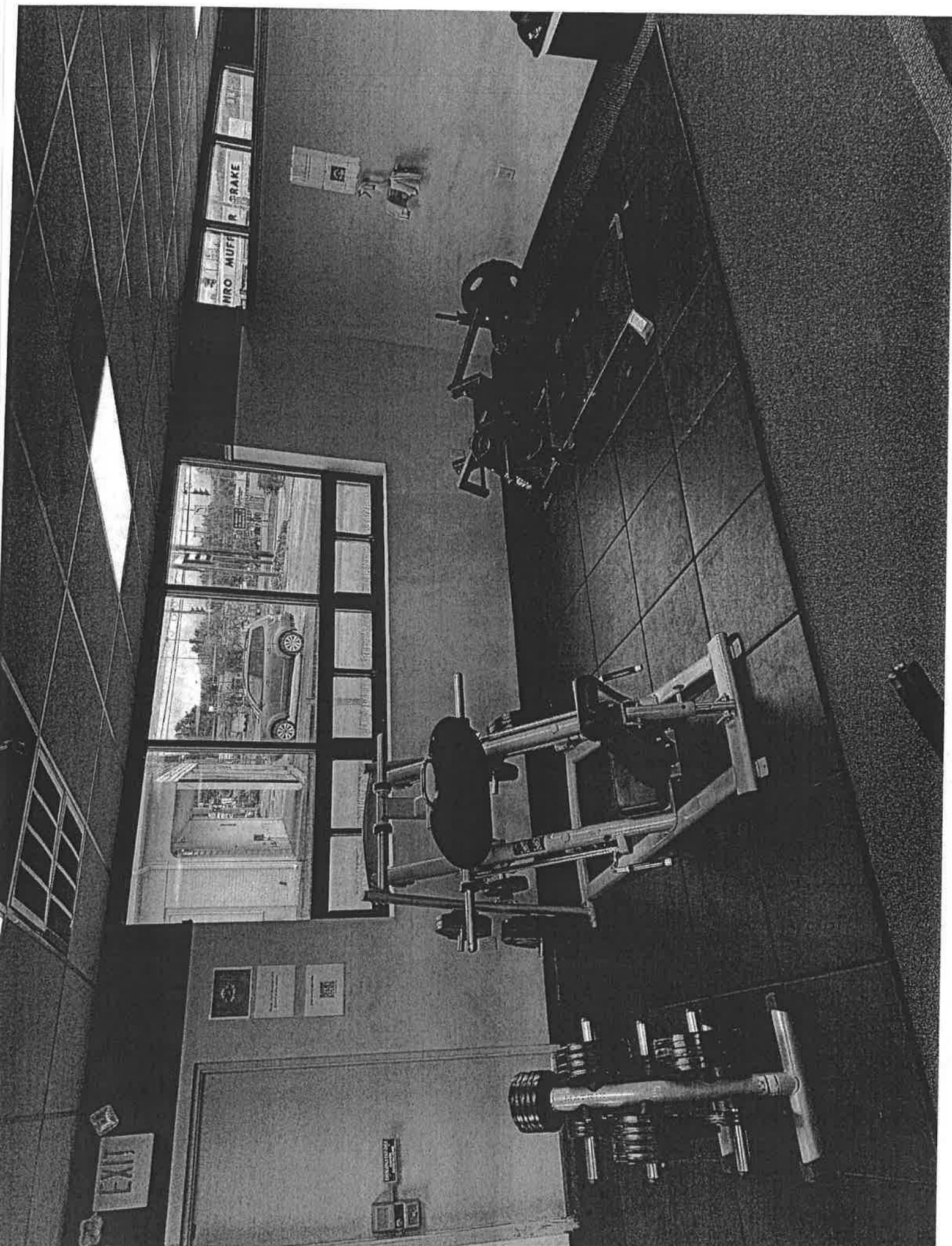


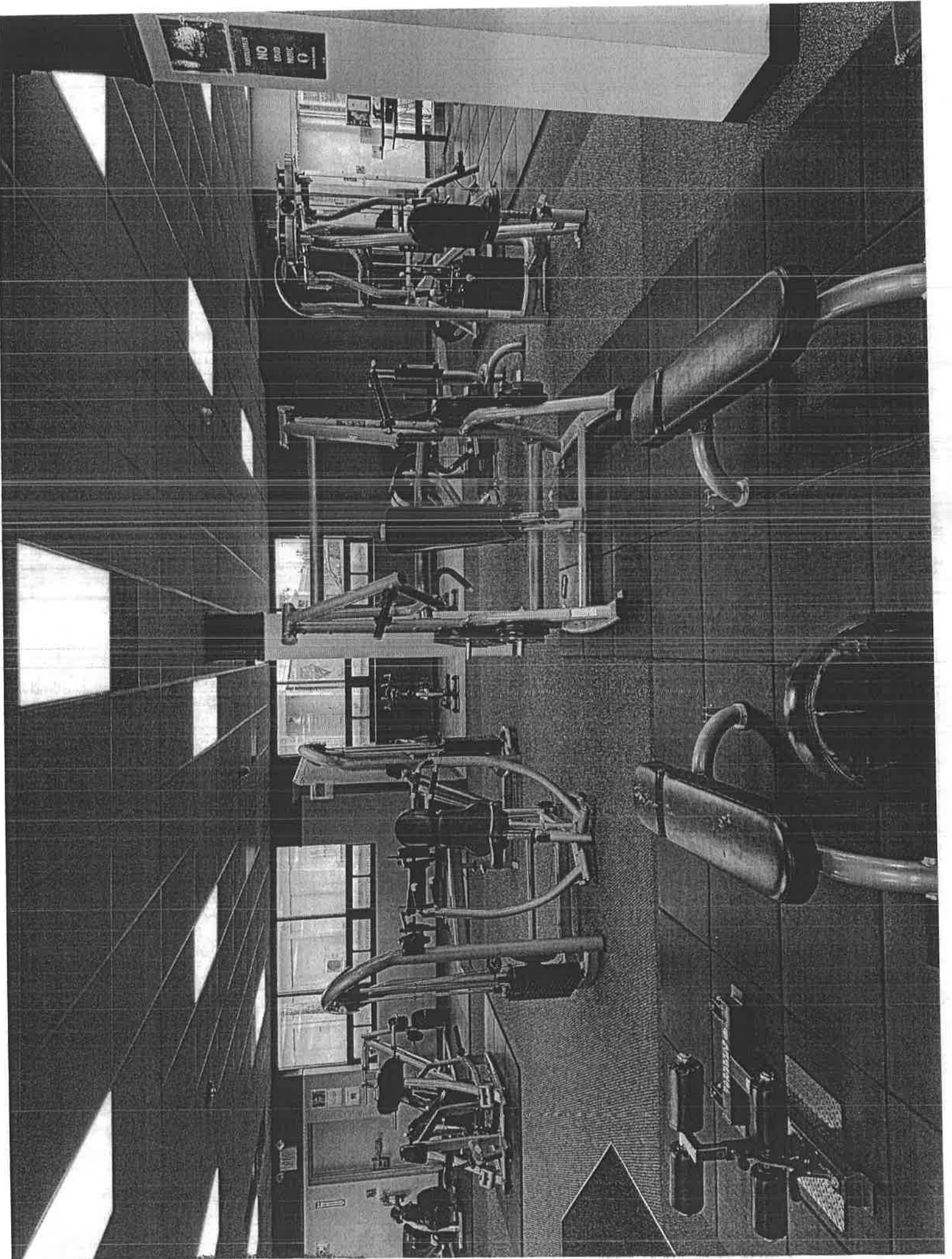


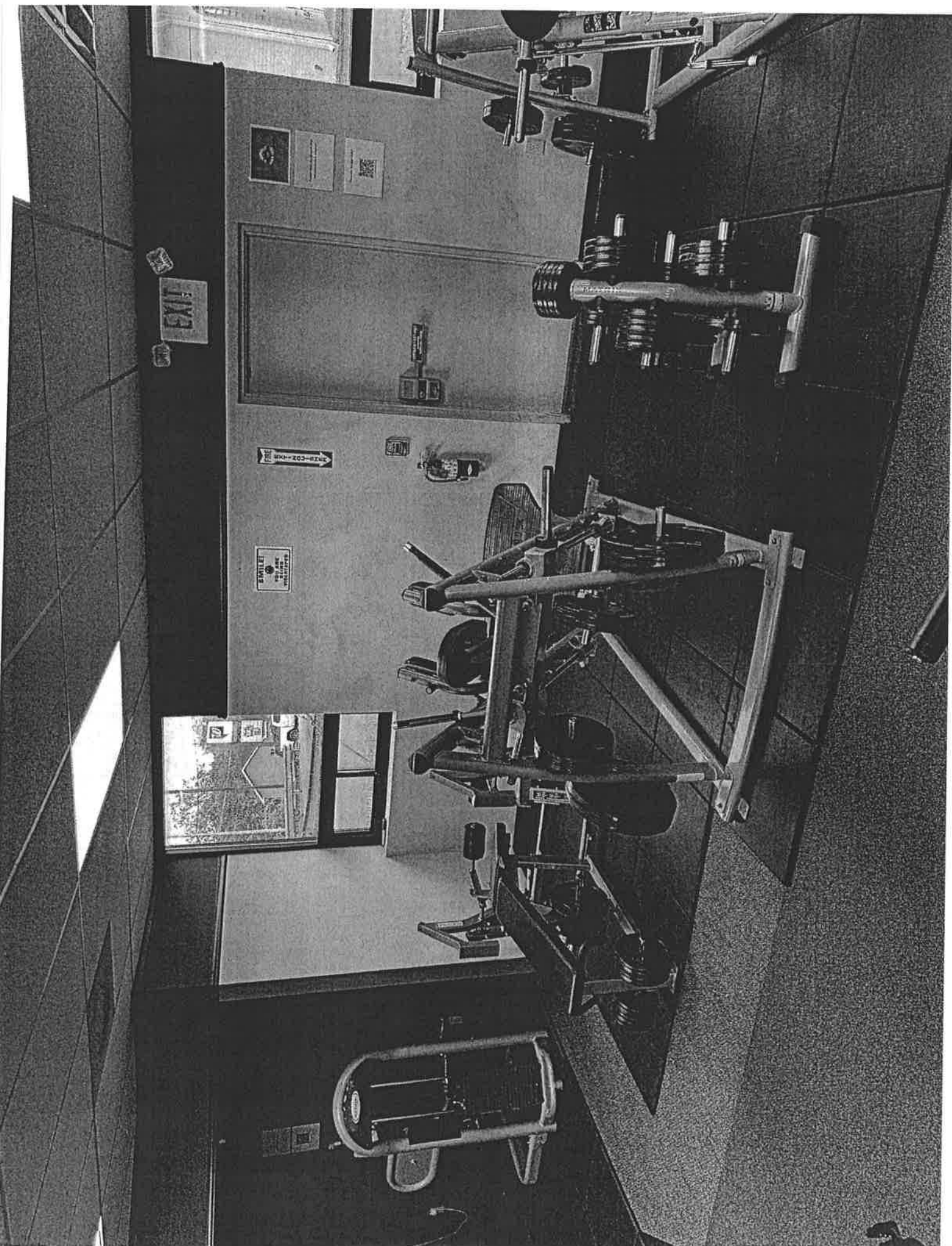


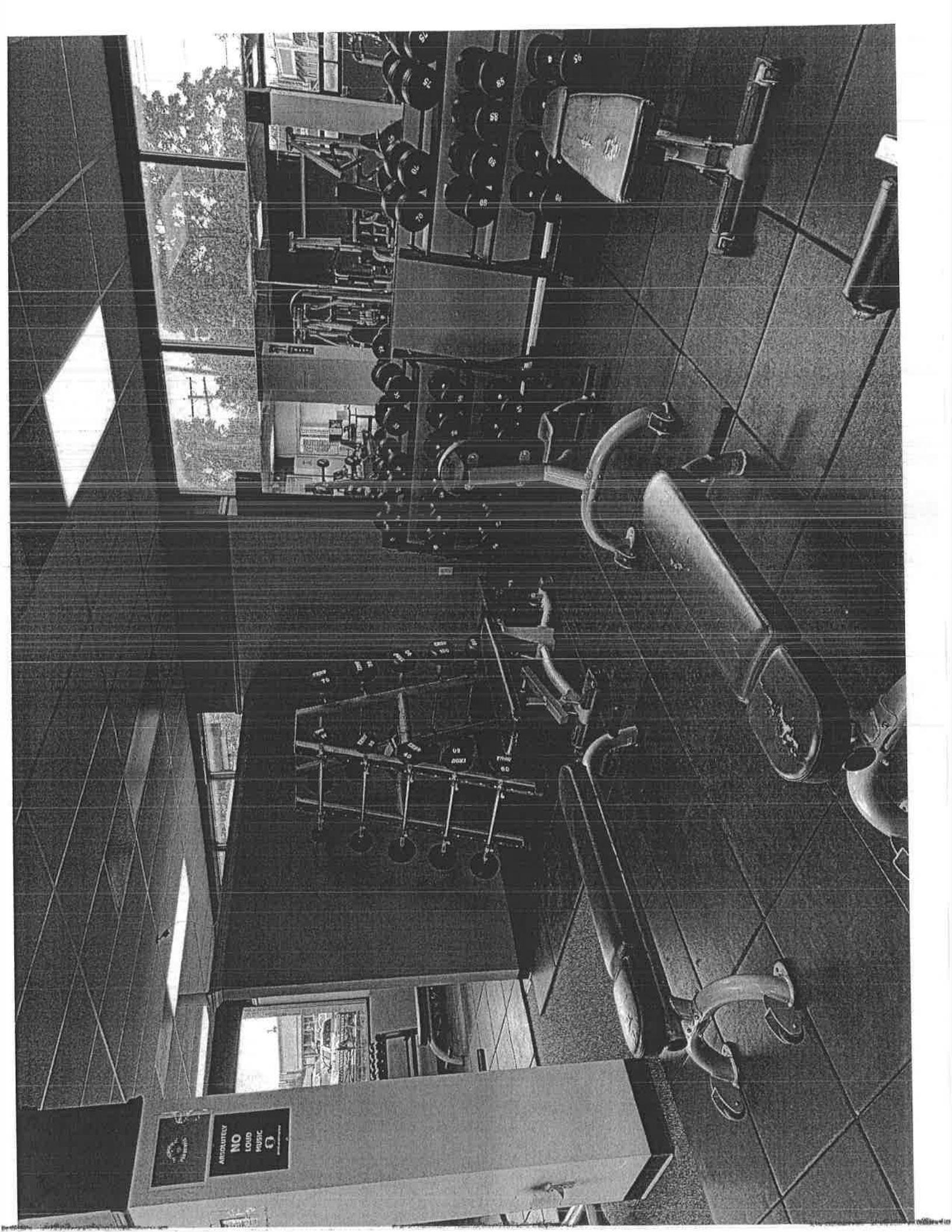


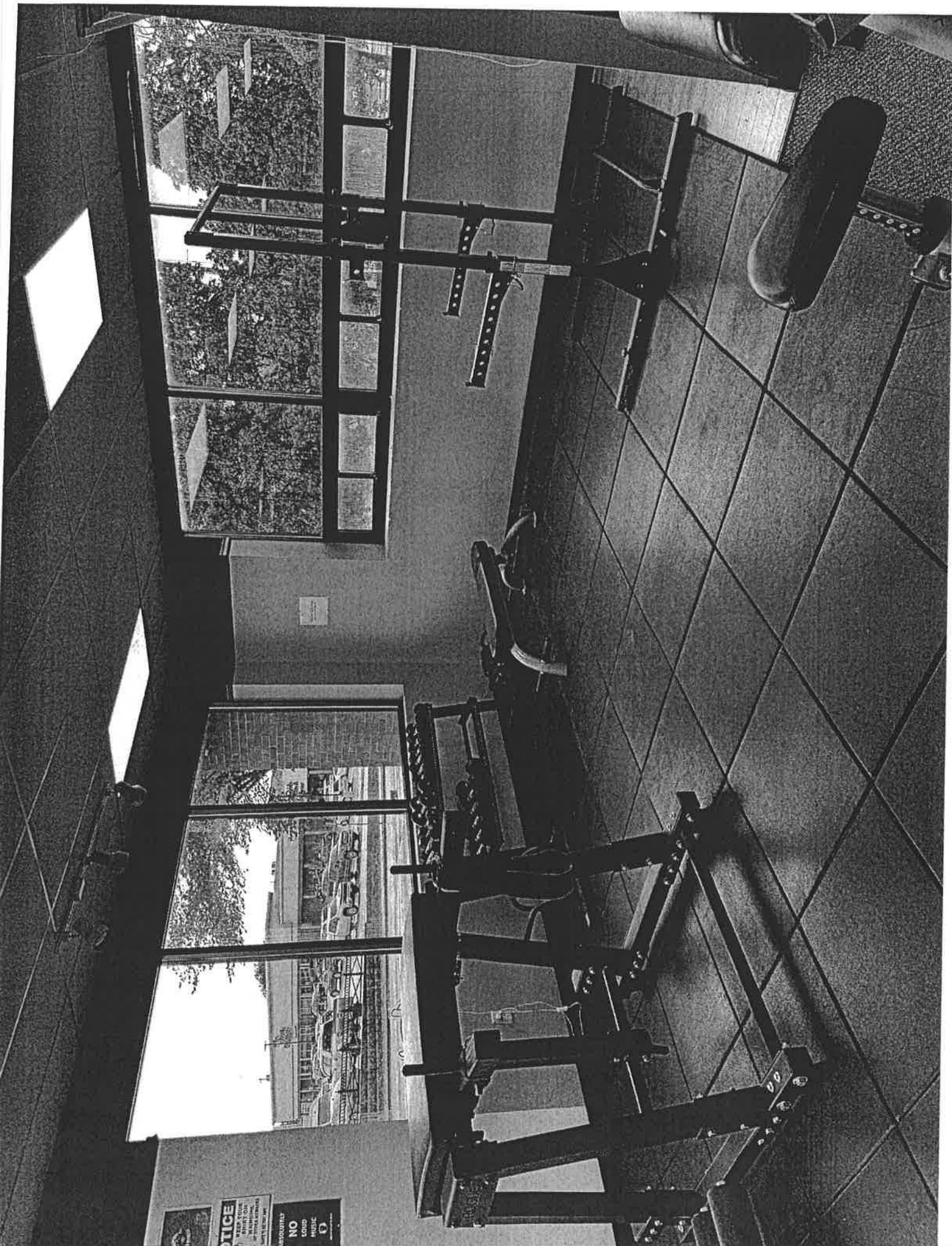


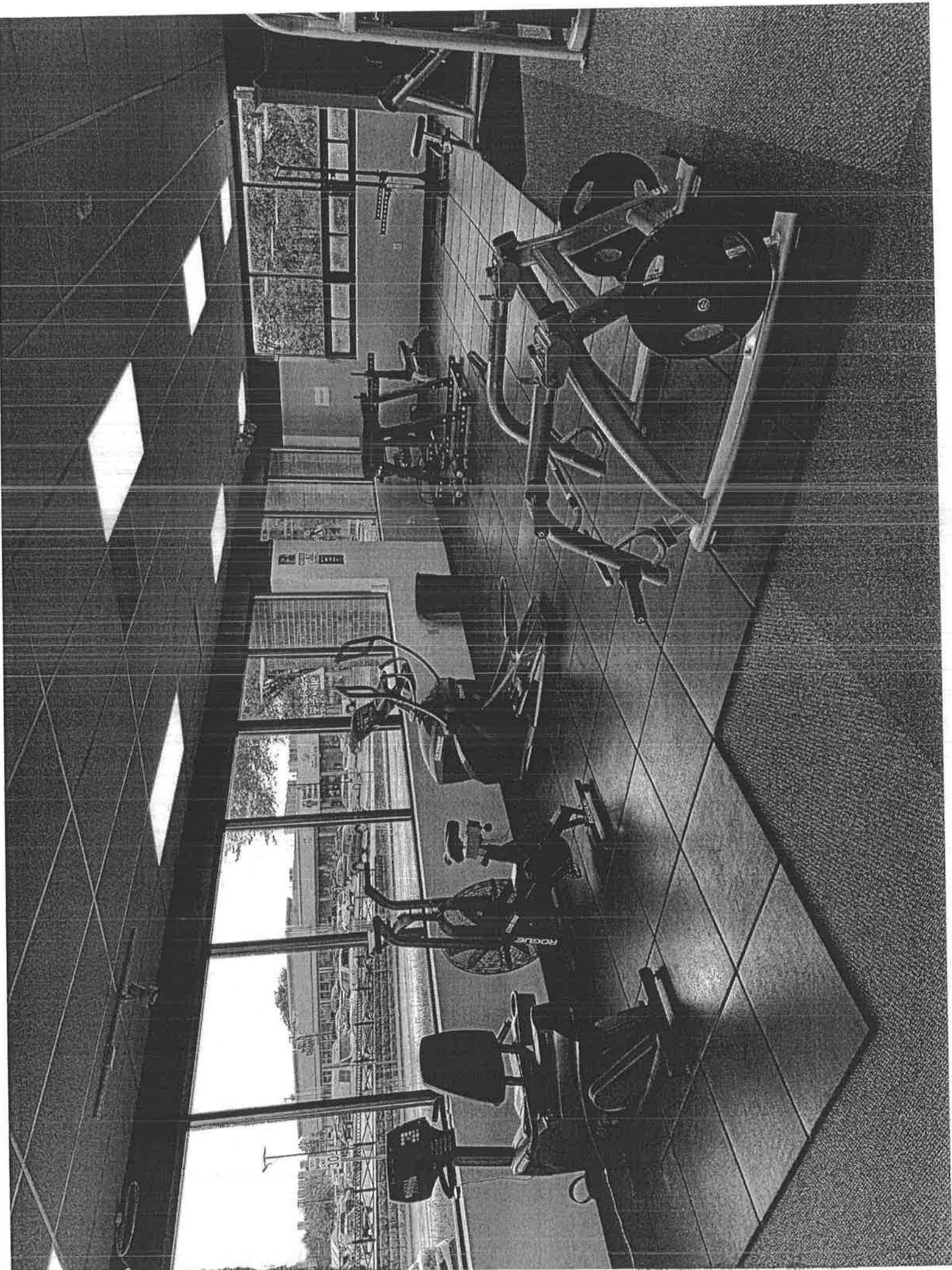












Madison County

PLANNING DEPARTMENT

PO Box 606

Wampsville, NY 13163

(315) 366-2376

Scott Ingmire

Director



GML Recommendation Report

This application or petition has been referred to the Madison County Planning Department, as the County Planning Agency pursuant to General Municipal Law 239-l and -m, because it applies to property within 500' of at least one of the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> State or County Highway | <input type="checkbox"/> Land on which a Public Building is located |
| <input type="checkbox"/> State or County Park/ Recreational Area | <input type="checkbox"/> Cowaselon Creek (County-owned or delineated stream or drainage channel) |
| <input type="checkbox"/> Municipal Boundary | <input type="checkbox"/> Farm operation in a State-certified Agricultural District (excluding area variance) |

Which is/ are:

NOTE TO THE LOCAL REFERRING BOARD: Article 12-b Section 239 of the General Municipal Law requires that final action by your Board contrary to the Madison County Planning Department's recommendation of either "Modification" or "Disapproval" requires a super-majority (majority-plus-one) vote of all members thereof, and that you set forth the reasons of such contrary action in the report to be filed with the Madison County Planning Department within 30 days of your final action. (An Official Notice of Action form is enclosed for this purpose.)

GML Log#: 132- 2024

Municipality: City of Oneida

TaxMapID: 38.57-1-18

Company Name:

Applicant Name: Preston Poznoski

Applicant Address: 14793 Rail Road Ave.

Applicant City/St/Zip: Fair Haven, NY 13156

Date Received: 10/16/2024

Date of Recommendation: 10/22/2024

GML Action 1: Site Plan Review

Recommendation 1: Return for Local Determination

GML Action 2:


Recommendation 2:

Comments:

The application states that there will be 20 parking spaces with an area for handicap parking.

The property has a small parking lot and two driveway aprons, one of which intersects with a sidewalk leading to the entrance of the building. Although we did not see any plans relating to the parking lot, we suggest they clearly define and paint ingress and egress signs and parking spaces.

No county-wide impact will occur, and we are sending the application back for local review.


Scott Ingmire, Director

Site Plan Review Checklist

Name: Preston Poznoski **Applicant:**
Address: 595 Main Street **Applicant Address:**
Date: 11/12/24

Project Location: 595 Main Street **Tax Map Number:** 38.57-1-18
Proposed Modification: Establish a Commercial Recreation Use

Applicant in attendance: Yes _____ No _____

Discussion (More Notes at the End)

SEQR

Lead Agency: City of Oneida PCZBA
Action Classification: Unlisted
Review: Uncoordinated
Determination:

Comments:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:
Nay:
Abstain:

Grant the Site Plan Modification Resolution Approval with listed conditions – add extra conditions at bottom. Amended Motion (If required): _____

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Additional Conditions:

1. The applicant shall obtain all required permits and approvals, including building and sign permits, from the Department of Code Enforcement before commencing any construction or signage installation.
2. Any dumpsters, trash, recycling, or other refuse receptacles associated with the development shall be appropriately screened and covered.
3. Construction shall be completed within 1 year from the date of this approval.

More Discussion Notes:

Resolution Approving A Site Plan For A Commercial Recreation Use for a Gym Located at 595 Main Street

WHEREAS, the applicant, Preston Poznoski (hereinafter referred to as "the Applicant"), has submitted a site plan review application for a 7 day per week physical fitness facility which will establish a commercial recreation use (hereinafter referred to as "the Project"), located at 595 Main Street, Oneida, NY, to the City of Oneida (hereinafter referred to as "the City") Joint Zoning Board of Appeals/Planning Commission (hereinafter referred to as "the Planning Board"); and

WHEREAS, the Planning Board has carefully considered the New York State SEQR review, classified the proposed Action as a Type II Action requiring no further review; and

WHEREAS, the GML 239 Referral was determined to not be required;

WHEREAS, the Planning Board finds that the proposed development by the Applicant, is in compliance with the applicable development and zoning regulations and is consistent with the goals and objectives of the City Comprehensive Plan; and

WHEREAS, the Planning Board has determined that the proposed development can be approved with certain conditions to ensure compliance with the site plan review regulations pursuant to §143 and to mitigate potential impacts; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ONEIDA'S JOINT ZONING BOARD OF APPEALS/PLANNING COMMISSION, AS FOLLOWS:

Section 1: Approval of the Site Plan Review Application

Having considered the standards set forth in §143 of the City of Oneida Site Plan Review Regulations, the Planning Board hereby approves the following site plan document consisting of 1 sheets; dated 10/12/24; prepared by applicant, located at 595 Main St., Tax Map Number 38.57-1-18, zoned C, by Preston Poznoski.

Section 2: Conditions of Approval

1. The applicant shall obtain all required permits and approvals, including building and sign permits, from the Department of Code Enforcement before commencing any construction or signage installation.
2. Any dumpsters, trash, recycling, or other refuse receptacles associated with the development shall be appropriately screened and covered.
3. Construction shall be completed within 1 year from the date of this approval.

BE IT FURTHER RESOLVED that the Planning Board authorizes the City Department of Planning and Development staff to work with the Applicant to ensure compliance with the approved conditions

and to review and approve any minor modifications to the site plan that may arise during the implementation of the project.

BE IT FURTHER RESOLVED that the Director of Planning and Development is hereby directed to provide a copy of this resolution to the Applicant, and any other relevant agencies or departments involved in the review and approval process.

PASSED AND ADOPTED this 12th day of November, 2024.

O. Perry Tooker

Chairperson, Planning Board

Moved by:

Seconded by:

Ayes:

Nays:

Motion Carried/Denied

\$'(A&#A&% "\$!AA
I)A*+&I'+A("A)%A"\$#AA' A !,!(%)&!'+'



A
#**A.;<=6A-37:A0=<5A=
A/:5743AA.5>A2;<8A#%&\$#A
159I+%#' %(%)&()A
,3?+A%#' %(% \$')\$A
A
A

COMBINED PLANNING COMMISSION ZONING BOARD OF APPEALS
COVER SHEET

Fee Schedule (please make checks payable to City of Oneida)

- | | |
|---|---------|
| <input type="checkbox"/> Site Plan Review— 1,000 sq ft or less | \$100 |
| <input type="checkbox"/> Site Plan Review— 1,001 to 5,000 sq ft | \$150 |
| <input type="checkbox"/> Site Plan Review— 5,001 to 10,000 sq ft | \$350 |
| <input type="checkbox"/> Site Plan Review— 10,001 sq ft or larger | \$1,100 |
| <input type="checkbox"/> Conditional Use Permit | \$150 |
| <input checked="" type="checkbox"/> Site Plan Modification Paid 8/29/2024 | \$100 |
| <input type="checkbox"/> Area Variance | \$100 |
| <input type="checkbox"/> Use Variance | \$200 |
| <input type="checkbox"/> Zoning Amendment | \$200 |

FOR OFFICE USE:

Application Number: _____
Date of Fee Collection: _____
Date of Public Hearing: _____
Date Received by Planning: _____
Date of Final Action: _____
Action Filing Date: _____

Location of property Upper Lenox Avenue

Zone Agricultural Ward 2

Tax Map # 45.-2-2.111 & 45.-2-3

Property Owner (If Different): *

Address: (Same as applicant) _____

City/State/Zip Code: _____

Phone: _____

Email: _____

* South Court Street Holdings LLC

Signed by: [Signature] Date 10/22/2024
Signature of Owner

John W. Funk, II

Print Name of Owner

Applicant: LSE Norma LLC

c/o Lodestar Energy LLC,
Address: 40 Tower Lane, Suite 201

City/State/Zip Code: Avon, CT 06001

Phone: (908) 892-0481

Email: jfunk@lodestarenergy.com

Signed by: [Signature] Date 10/22/2024
Signature of Applicant

John W. Funk, II

Print Applicant Name

Description of Proposal (Attach additional pages if necessary):

Reduction in scope of approved solar facility. As approved: 25-acre solar energy system, 35 acres of disturbance, 12 acres of tree removal, 29% occupancy of protected farmland, 25% site covered by panels. As modified: 14-acre solar energy system, 21 acres of total disturbance, 2 acres of tree removal, occupancy of 17% of protected farmland, 8% panel coverage.

Explain why your proposal is in harmony with the character of the area, and will not have a negative impact on other persons or properties in the area (attach additional pages if necessary):
SEQRA Negative Declaration issued for larger, approved facility on June 13, 2023.

&(*A'-),+,*)A\$A!%A" "#A

A

CITY OF ONEIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT



109 North Main Street
Oneida, New York 13421
Tel.: 315-363-7467
Fax: 315-363-2572

**APPLICATION FOR SITE PLAN
MODIFICATION**

Name of Proposed Development:

Upper Lenox Ave Solar Farm

Location of Site:

Upper Lenox Avenue

Tax Map Number: 45.-2-2.111 & 45.-2-3

Current Zoning Classification: Agricultural (A)

FOR OFFICE USE:

Application Number: _____

Date of Public Hearing: _____

Date Received by Planning: _____

Date of Final Action: _____

Action Filing Date: _____

☐ Approved

☐ Denied

Ward: 2

Applicant:

Name: LSE Norma, LLC (Terrence Nolan)

Address: 40 Tower Lane, Suite 201

Avon, CT 06001

Phone: (908) 892-0841

Email: tnolan@lodestarenergy.com

Terrence Nolan

8/27/2024

Signature of the Applicant

Date

Plans Prepared By:

Name: LaBella Associates (Nicholas Vamvas)

Address: 4 British American Blvd

Latham, NY 12110

Phone: (518) 439-8235

Email: nvamvas@labellapc.com

Owner (if different):

Name: LSE Norma, LLC (Terrence Nolan)

Address: 40 Tower Lane, Suite 201

Avon, CT 06001

Phone: (908) 892-0841

Date of Site Plan Approval: June 13, 2023

Terrence Nolan

8/27/2024

Signature of the Owner

Date

Modification Requested:

Reduction in scope of approved action:

As approved: 25-acre solar energy system, 35 acres of disturbance, 12 acres of tree removal, 29%
occupancy of protected farmland, 25% site covered by panels.

As modified: 14-acre solar energy system, 21 acres of total disturbance, 2 acres of tree removal, occupancy
of 17% of protected farmland, 8% panel coverage.

Site Plan Mod Fee: \$100 Please make a check payable to the City of Oneida

City, County, State, and Federal Permits Needed (list type and department/agency):

Madison County 239-m referral

NYSDEC SPDES General Permit for Stormwater Discharge from Construction Sites

Total Site Area (Square feet or acres): +/- 94 acres

Anticipated Construction Time: 6 months

Will Development be Staged? no

Current Condition of Site (buildings, vacant, etc.):

Vacant

Current Land Use of Site (agricultural, commercial, undeveloped, etc.):

Agricultural

Estimated Cost of Proposed Improvements: \$ 6.5M

Anticipated Increase in Residents, Employees, Customers/clients, etc.: None

Describe proposed use, including primary and secondary uses, ground floor area, height, and the number of stories per building. For residential structures, include a number of dwelling units by size (# bdrms), and number of parking spaces. For non-residential structures, include total floor area and total sales area, number of parking spaces. Use a separate sheet if needed.

Commercial generation of electricity from solar energy.

Continue to the next page for procedures->

Short Environmental Assessment Form

Part 1 - Project Information


Instructions for Completing

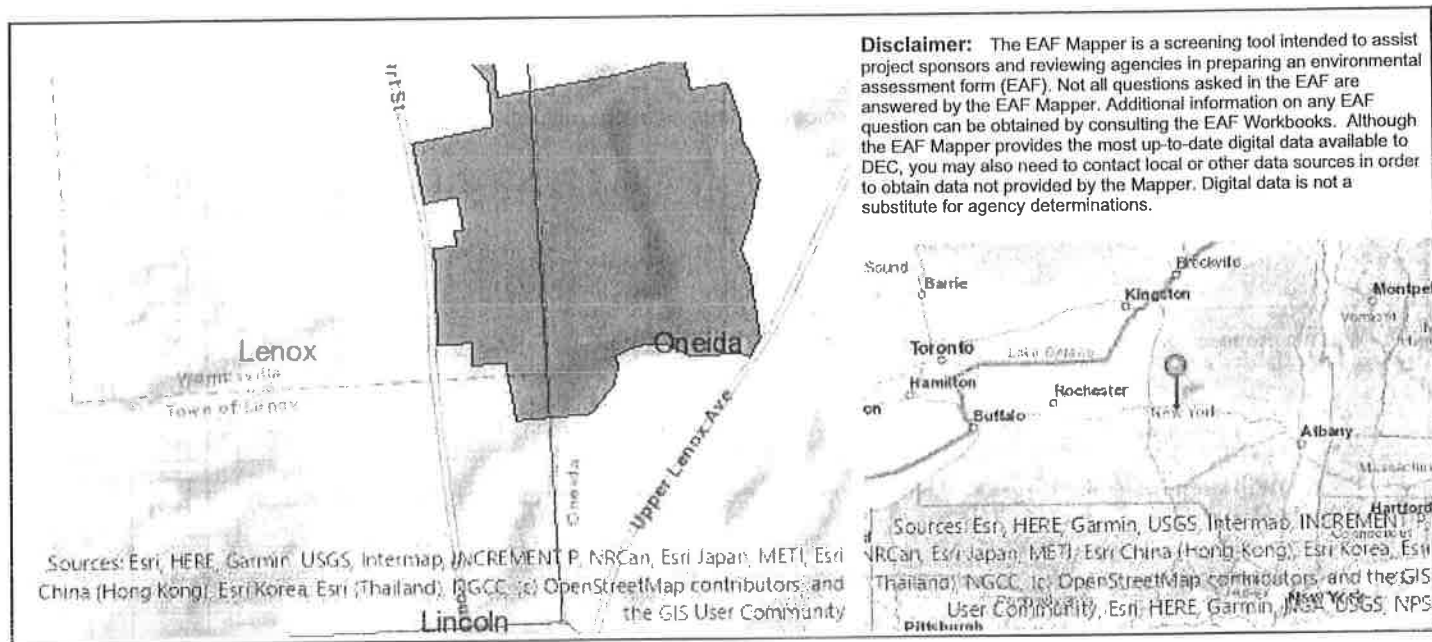
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Upper Lenox Ave Solar			
Project Location (describe, and attach a location map): Upper Lenox Ave., City of Oneida, Madison Co., NY; Parcel ID 45.-2-2.111 (solar facility)			
Brief Description of Proposed Action: Minor modification to previously approved action under the same name. The project is a Large-Scale Solar Energy System located at Upper Lenox Ave, Cit of Oneida file# 2022-035. A Negative Declaration and site plan/special use permit approval were issued by the Planning Commission on June 13, 2023 determining. Following additional consultation on the interconnection application, National Grid reduced the maximum nameplate capacity of the proposed project. This required modification reduces the scope of the approved action and, therefore, reduces the scale of the environmental impacts of the action. Effects of approved action: 25-acre solar energy system, 35 acres of total disturbance, 12 acres of tree removal, occupancy of 29% of protected farmland on site, 25% site covered by panels. Effects of action currently proposed: 14-acre solar energy system, 21 acres of total disturbance, 2 acres of tree removal, occupancy of 17% of protected farmland on site, 8% site covered by panels.			
Name of Applicant or Sponsor: LSE Norma, LLC (Terrence Nolan)		Telephone: (203) 626-2330 E-Mail: tnolan@lodestarenergy.com	
Address: 40 Tower Lane, Suite 201			
City/PO: Avon		State: CT	Zip Code: 06001
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: City of Oneida Planning Commission - site plan amendment approval Madison County Planning 239-m referral			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		+/-94 acres	
b. Total acreage to be physically disturbed?		+/-21 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/-94 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Vacant <input type="checkbox"/> Parkland			

		NO	YES	N/A
5. Is the proposed action,				
a. A permitted use under the zoning regulations?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?			NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?			NO	YES
If Yes, identify: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?			NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?			NO	YES
If the proposed action will exceed requirements, describe design features and technologies:				
This does not apply to the proposed action. The facility will not generate a new demand for electricity, but instead will produce green energy.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?			NO	YES
If No, describe method for providing potable water: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Potable water is not required as there is no occupied space in the proposed facility.				
11. Will the proposed action connect to existing wastewater utilities?			NO	YES
If No, describe method for providing wastewater treatment: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Wastewater treatment is not required as there is no occupied space in the proposed facility.				
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? A determination of "no effect" was issued by SHPO during the previous review of this project site.			NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?			NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____				

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Runoff will flow to Cowasalon Creek to the east and to South Court Street to the west.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Nicholas Vamvas (Agent for the Applicant)</u> Date: <u>7/24/2024</u> Signature: <u></u> Title: <u>Senior Civil Engineer</u>		



Part 1 / Question 7 [Critical Environmental Area]

No

Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]

Yes

Part 1 / Question 12b [Archeological Sites]

Yes

Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]

Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

Part 1 / Question 15 [Threatened or Endangered Animal]

No

Part 1 / Question 16 [100 Year Flood Plain]

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

Part 1 / Question 20 [Remediation Site]

No

CITY OF ONEIDA
DEPARTMENT OF PLANNING & DEVELOPMENT

Christopher N. Henry
Director

Conditional Use Permit and Site Plan Approval

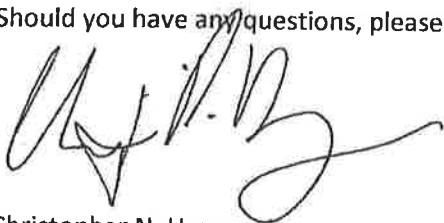
LSE Norma, LLC
40 Tower Lane, Suite 201
Avon, CT 06001

Date: July 13, 2023

Site Address (if different): Upper Lenox Ave, Tax Map Number 45.-2-2.111

Site Plan Approval and Conditional Use Permit was granted to the above applicant by the City of Oneida Planning Commission Zoning Board of Appeals on June 13, 2023, to establish a Large-Scale Solar Energy System located at Upper Lenox Ave, zoned A, Tax Map Number 45.-2-2.111. This letter in conjunction with the enclosed resolution(s) with conditions is proof of this approval. This letter and the enclosed resolution must be filed with the Madison County Clerk's Office within 62 days of the approval, and proof of this filing must be submitted to the Director of Planning within 30 days of the filing.

Should you have any questions, please contact me at 315-363-7467 or email chenry@oneidacityny.gov



Christopher N. Henry
Director of Planning & Development

Resolution Approving Conditional Use Permit for Large-Scale Solar Energy System

WHEREAS, an application for a Conditional Use Permit to establish a Large-Scale Solar Energy System located at Upper Lenox Ave, Tax Map Number 45.-2-2.111, zoned A, has been submitted by LSE Norma, LLC (hereinafter referred to as "the Applicant"); and

WHEREAS, the Joint Zoning Board of Appeals/Planning Commission (hereinafter referred to as "the Planning Board") has carefully considered the New York State SEQR review, declared lead agency and classified the action as Unlisted on November 7, 2022; and

WHEREAS, the Planning Board has carefully considered the New York State SEQR review, completed on June 13th, 2023, and has determined that the proposed project is in compliance with the applicable regulations and standards; and

WHEREAS, the Planning Board has reviewed the application, conducted public hearings completed on June 13, 2023, and considered the potential impacts and benefits of the proposed development; and

WHEREAS, the Planning Board finds that the proposed development by the Applicant, located at Upper Lenox Ave, Tax Map Number 45.-2-2.111, is in compliance with the applicable zoning regulations and is consistent with the goals and objectives of the City Comprehensive Plan; and

WHEREAS, the GML 239 Referral was received on April 21, 2023, and it was returned for local determination; and

WHEREAS, the Planning Board has reviewed the application and conducted the necessary assessments; and

WHEREAS, the Planning Board finds that the proposed Large-Scale Solar Energy System is in compliance with the applicable zoning regulations, subject to the conditions set forth herein;

WHEREAS, the Planning Board finds that the proposed Large-Scale Solar Energy System meets the requirements for a Conditional Use Permit, subject to the conditions outlined herein;

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT ZONING BOARD OF APPEALS/PLANNING COMMISSION, that a Conditional Use Permit is hereby approved, subject to the following conditions: as follows:

1. The Applicant shall file the approval with Madison County within 62 days of this approval, as required by applicable regulations.
2. Proof of filing the Conditional Use Permit with the County shall be submitted to the Director of Planning and Development within 30 days of the filing.
3. Reasonable vegetative screening, preserving existing vegetation to the greatest extent possible, shall be added post-construction subject to the approval of the Codes Department and the Planning Department. The specifics of the screening measures shall ensure the visual impact to neighboring properties is minimized.
4. Construction of the Large-Scale Solar Energy System shall be completed within two years from the date of this approval. Any extensions to this timeframe shall require the submission of a request to the Director of Planning and Development.

The aforementioned conditions shall be binding upon the Applicant, its successors, and assigns. Failure to comply with these conditions may result in the revocation of the Conditional Use Permit.

The Applicant is hereby granted a Conditional Use Permit for the establishment of the Large-Scale Solar Energy System, subject to the conditions outlined in this resolution.

PASSED AND ADOPTED this 13th day of June, 2023.



Fredrick Meyers
Chairperson, City of Oneida Planning Board

ATTEST:



Christopher Henry
Director of Planning and Development, and Secretary to the Planning Board

Moved by Randy Bonville
Seconded by Todd Schaal

Ayes: 6
Nays: 0

MOTION CARRIED

PCZBA Resolution Granting Site Plan Approval for Large-Scale Solar Energy System

WHEREAS, the Joint Zoning Board of Appeals/Planning Commission (hereinafter referred to as "the Planning Board") has carefully considered the New York State SEQR review, declared lead agency and classified the action as Unlisted on November 7, 2022; and

WHEREAS, the Planning Board has carefully considered the New York State SEQR review, completed on June 13th, 2023, and has determined that the proposed project is in compliance with the applicable regulations and standards; and

WHEREAS, the Planning Board has reviewed the application, conducted public hearings completed on June 13, 2023, and considered the potential impacts and benefits of the proposed development; and

WHEREAS, the GML 239 Referral was received on April 21, 2023, and it was returned for local determination; and

WHEREAS, the Planning Board finds that the proposed development LSE Norma, LLC (the "Applicant"), located at Upper Lenox Ave, Tax Map Number 45.-2-2.111, is in compliance with the applicable zoning regulations and is consistent with the goals and objectives of the City Comprehensive Plan; and

WHEREAS, the Planning Board has reviewed the application and conducted the necessary assessments; and

WHEREAS, the Planning Board finds that the proposed Large-Scale Solar Energy System is in compliance with the applicable site plan review and zoning regulations, subject to the conditions set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT ZONING BOARD OF APPEALS/PLANNING COMMISSION, does hereby grant site plan approval of the Large-Scale Solar Energy System in accordance with the following site plan documents: G002; C100; C105; C110; C111; C130; C131; C140; C141; C530; C531, dated August 30th, 2022, Revised on April 27, 2023, by LaBella Associates subject to the following conditions:

1. The Applicant shall obtain all required permits and approvals, including building and sign permits, from the relevant authorities before commencing any construction activities.
2. Any dumpsters, trash, recycling, or other refuse receptacles associated with the project shall be appropriately screened and covered to ensure their visual impact is minimized.
3. In accordance with §47-21 of the Oneida City Code, the decommissioning plan for the Large-Scale Solar Energy System shall be finalized, submitted to the Director of Planning and Development, and approved prior to the issuance of any permits.
4. The Applicant shall submit a Security Bond to the Director of Planning and Development, which complies with §47-21(3) of the Oneida City Code. The value of the bond shall be reviewed, confirmed, and adjusted to meet existing market conditions every three years to include additional monies for screening.
5. A final Stormwater Pollution Prevention Plan (SWPPP) shall be submitted and approved by the Director of Planning and Development before any permits are issued, ensuring that adequate measures are in place to manage stormwater runoff.
6. All solar panels within the Large-Scale Solar Energy System shall be equipped with an anti-reflective coating to minimize glare and potential impacts on neighboring properties.

7. The Applicant shall submit a finalized landscaping plan to the Director of Planning and Development, which shall be consistent with §143-18. The plan shall incorporate appropriate vegetation and screening elements to enhance the visual aesthetics of the site.
8. A self-locking gate shall be added to the entry of the access road, ensuring controlled access and security measures for the Large-Scale Solar Energy System.
9. A Key Box/Knox box shall be installed on the premises in accordance with the New York State Fire Code to provide emergency access for authorized personnel.

The aforementioned conditions shall be binding upon the Applicant, its successors, and assigns. Failure to comply with these conditions may result in the revocation of the site plan approval.

The Applicant is hereby granted site plan approval for the establishment of the Large-Scale Solar Energy System, subject to the conditions outlined in this resolution.

PASSED AND ADOPTED this 13th day of June, 2023.



Fredrick Meyers
Chairperson, City of Oneida Planning Board

ATTEST:



Christopher Henry
Director of Planning and Development, and Secretary to the Planning Board

Moved by Kipp Hicks
Seconded by Todd Schaal

Ayes: 6
Nays: 0

MOTION CARRIED



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

November 7, 2022

Erik Anderson
Development Associate
Lodestar Energy
40 Tower Lane
Suite 201
Avon, CT 06001

Re: NYSERDA
S. Court St. Solar/5MW AC/28.5 of 92 Acres
22PR05871

Dear Erik Anderson:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the submitted materials in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6NYCRR Part 617).

OPRHP has reviewed the Phase IB archaeological survey report for the S. Court St. Solar/5MW AC/28.5 of 92 Acres project (22PR05871) prepared by Timothy J. Abel, PhD, Consulting Archaeologist (October 2022; 22SR00546). OPRHP concurs with the report recommendation that no additional archaeological investigation is warranted.

Based upon this review, it is OPRHP's opinion that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If you have any questions, I can be reached at Bradley.Russell@parks.ny.gov.

Sincerely,

Brad Russell

Bradley W. Russell, Ph.D.
Historic Preservation Specialist - Archaeology

UPPER LENOX AVE SOLAR FARM

UPPER LENOX AVENUE
CITY OF ONEIDA, MADISON COUNTY, NEW YORK

INDEX OF DRAWINGS			
PAGE NO.	REV.	SHEET NO.	DESCRIPTION
1	0	G001	COVER SHEET
2	0	G002	NOTES & LEGENDS
3	0	C105	EXISTING CONDITIONS PLAN
4	0	C110	OVERALL SITE PLAN
5	0	C120	OVERALL TREE CLEARING & DEMOLITION PLAN
6	0	C130	SITE PLAN
7	0	C131	SITE PLAN
8	0	C140	GRADING AND EROSION & SEDIMENT CONTROL PLAN
9	0	C141	GRADING AND EROSION & SEDIMENT CONTROL PLAN
10	0	C170	ACCESS ROAD PLAN & PROFILE
11	0	C171	ACCESS ROAD PLAN & PROFILE
12	0	C180	SCREENING & LANDSCAPING PLAN
13	0	C530	CIVIL DETAILS
14	0	C531	EROSION & SEDIMENT CONTROL DETAILS
15	0	C532	FENCE DETAILS

OWNER:
LSE NORMA LLC
SOUTH COURT STREET, SUITE 201
AVON, CT 06001
PHONE: (813) 240-2830

DEVELOPER/APPLICANT:
LSE NORMA LLC, SUITE 201
SOUTH COURT STREET
AVON, CT 06001
PHONE: (813) 240-2830

SITE CIVIL ENGINEER AND LANDSCAPE ARCHITECT:
LABELLA ASSOCIATES
1000 BRITISH AMERICAN BOULEVARD
LATHAM, NY 12110
PHONE: (518) 439-8235

TAX MAP INFORMATION:
VILLAGE OF WAMPVILLE, SECTION 43.5, BLOCK 1, LOT 7.1
VILLAGE OF WAMPVILLE, SECTION 43.5, BLOCK 1, LOT 7.1
CITY OF ONEIDA, SECTION 43.5, BLOCK 1, LOT 7.1
AREA:

LIMIT OF DEVELOPMENT: 216 ACRES
TOTAL SOLAR ENERGY SYSTEM AVERAGE 144 ACRES
TOTAL SOLAR ENERGY SYSTEM AVERAGE 144 ACRES
TOTAL PROJECT PARCELS: 944 ACRES

BULK TABLE:

CITY OF ONEIDA ZONING DISTRICT: AGRICULTURAL (A)

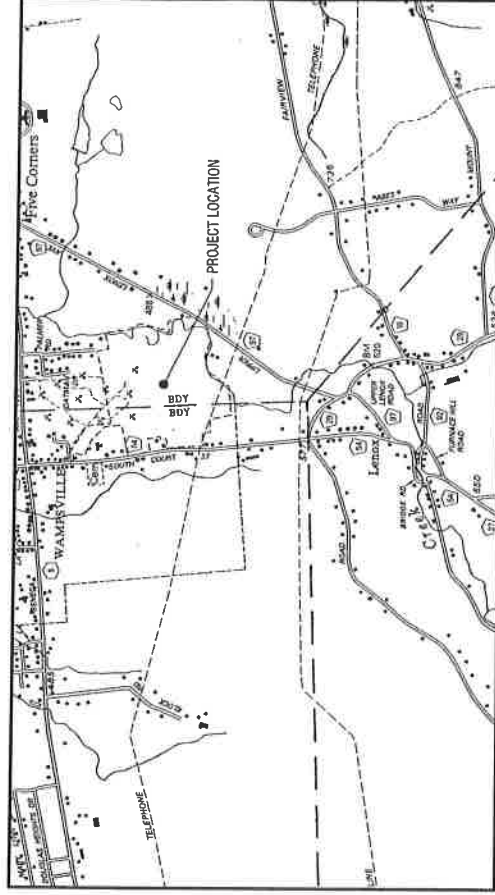
CITY OF ONEIDA ZONING REQUIREMENTS:

	REQUIRED	PROPOSED
MINIMUM LOT SIZE	225,000 SF	2,688,000 SF
MINIMUM YARDS		
FRONT	50 FT	540 FT
SIDE	50 FT	184 FT
REAR	50 FT	88 FT
MAXIMUM LOT COVERAGE	BOX	86% PANEL COVERAGE
MAXIMUM PANEL HEIGHT	12 FT	< 12 FT



LODESTAR
ENERGY

LaBella
Powered by partnership
4 British American Boulevard
Latham, NY 12110
518-439-8235
labellapc.com



LOCATION MAP
NTS.

LSE NORMA LLC
40 TOWER LANE, SUITE 201
AVON, CT 06001
PROJECT NO: 2222745
JULY 22, 2024

UPPER LENOX AVE SOLAR FARM
CITY OF ONEIDA, MADISON COUNTY, NEW YORK

LSE NORMA LLC
PROJECT NO: 2222745

ISSUED FOR
90% IFC
JULY 22, 2024



It is a violation of New York Education Law Article 145 Sec. 7208 "for any person, official acting under the direction of a licensed architect, professional engineer, land surveyor, landscape architect or geologist, to place an item, surveyor, landscape architect or geologist, to place an item in any way, in an item bearing the seal of an architect, engineer, or land surveyor or in altered, the altering architect, engineer, and surveyor, landscape architect or geologist shall apply to the item their seal and reputation "altered" by following their signature and date of such alteration, and a specific consideration of the alteration.

Journal of Health Politics, Policy and Law

USE NORMATIVE

LOWER LAKE SUITE :
4370111 000000



**LODESTAR
ENERGY**

UPPER LENOX AVE
SOLAR FARM

CITY OF ONEIDA, MADISON COUNTY, NEW YORK

NO	DATE	REMARKS
Packing		

PLATE NO.	222745
PLATE ID	GLD
REQUIRED PC	HRJV
ORDER FOR	90% IPC
DATE	07/22/2024
ORDER NAME	

NOTES & LEGENDS

G002

RECEIVED BY THE SECRETARY OF THE ARMY
JAN 10 1964

GRADING NOTES

- [illegible]

DEMOLITION NOTES

7. **CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES TO CONDUCT THE WORK AND TO OBTAIN THE NECESSARY CONSTRUCTION RIGHTS TO THE PROJECT.**
8. **CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES TO CONDUCT THE WORK AND TO OBTAIN THE NECESSARY CONSTRUCTION RIGHTS TO THE PROJECT.**
9. **CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES TO CONDUCT THE WORK AND TO OBTAIN THE NECESSARY CONSTRUCTION RIGHTS TO THE PROJECT.**
10. **CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES TO CONDUCT THE WORK AND TO OBTAIN THE NECESSARY CONSTRUCTION RIGHTS TO THE PROJECT.**

GENERAL NOTES

- [illegible]

SURVEY NOTES

- [illegible]

SITE NOTES

1. ALL VENTILATORS MUST BE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
2. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
3. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
4. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
5. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
6. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
7. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
8. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
9. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.
10. ALL EQUIPMENT FOR THE PURPOSES OF THIS STANDARD SHALL BE QUALIFIED TO A LEVEL THAT MEETS THE REQUIREMENTS OF THE MANUFACTURER'S RECOMMENDATIONS FOR MAINTENANCE AND INSPECTION.

www.pcna.nl



It is a violation of New York Education Law Article 142 (Sec. 7209), for any architect, engineer acting under the direction of a licensed architect, professional engineer, land surveyor, landscape architect or geologist to alter an item on any drawing, landscape submitted to a professional engineer, architect, or land surveyor to alter the drawing, landscape, or land surveyor, notifiable incident or geologist, such efforts to the term their seal and maintain "altering" as followed by its signature and date of each alteration, and a specific description of each alteration.

© 2022 Lullaby Academy

LSE NORMA LLC
40 TOWER LANE, SUITE 201
AVEN, CT 06001



**LODESTAR
ENERGY**

UPPER LENOX AVE
SOLAR FARM
CITY OF ONEIDA, MADISON COUNTY, NEW YORK

DATE	07/22/2024
CUSTOMER NO.	60% IPC
QUANTITY	NALV
UNIT PRICE	CLD
TOTAL	22227.45

EXISTING CONDITIONS PLAN

1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

G105





It is a violation of New York Education Law Article 145 Sec. 2209, for any person, unaffiliated acting under the direction of a licensed architect, professional engineer, and/or surveyor, landscape architect or geologist to alter or have altered in any way (i) an item bearing the field of an architect, engineer, or land surveyor to alter the existing architect, engineer, or land surveyor, landscape architect or geologist's stamp, and/or surveyor, landscape architect or geologist's name affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and followed by a specific description of the alteration.

© 2001 Blackwell Science Ltd

LSE NORMA LLC
40 TOWER LANE, SUITE 201
AVON, CT 06001



**LODESTAR
ENERGY**

UPPER LENOX AVE
SOLAR FARM

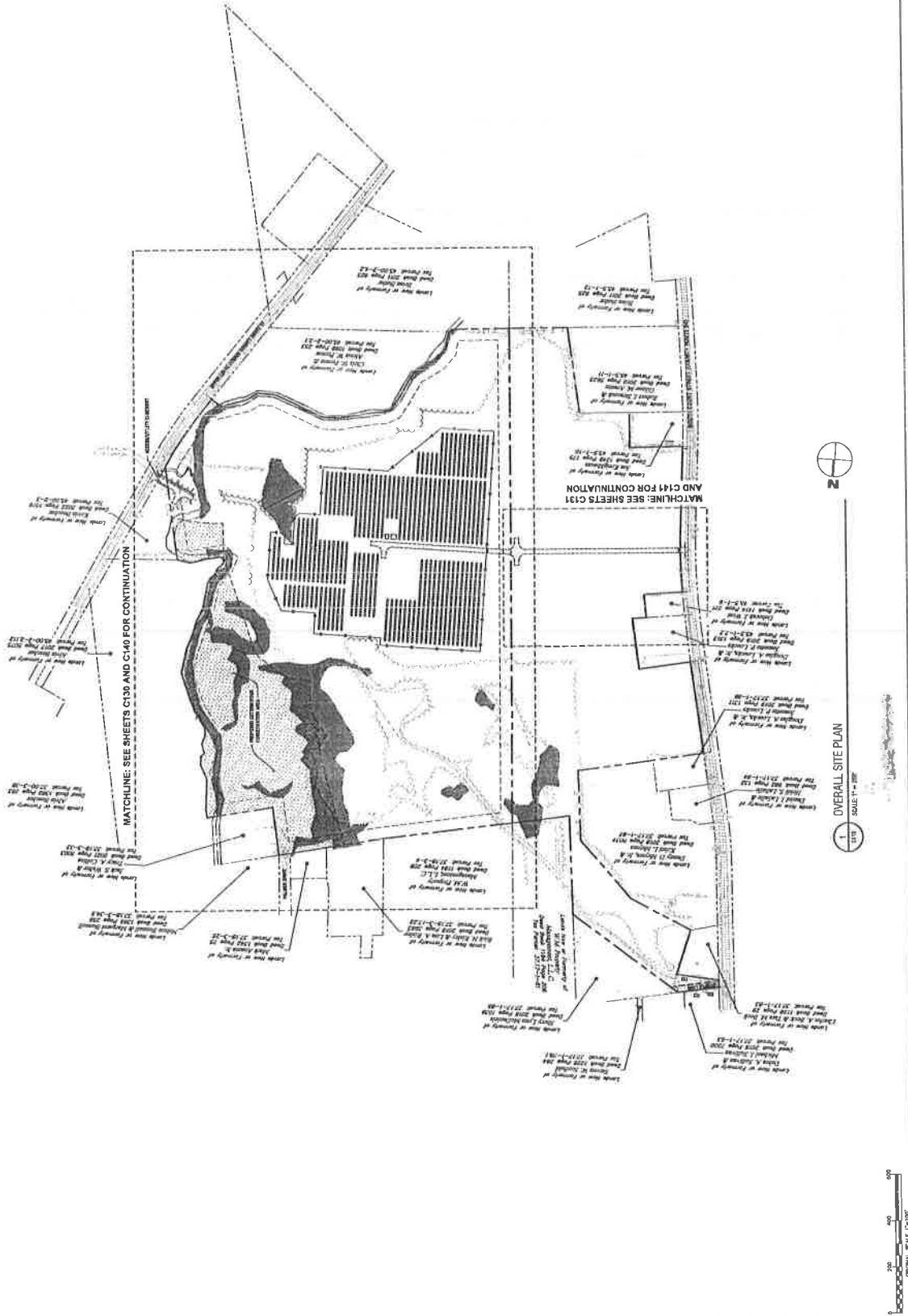
CITY OF ONEIDA, MADISON COUNTY, NEW YORK

NO.	DATE	2022/07/28
Receipt		
RECEIVED FROM		222215
ISSUED BY		GLD
REMARKS BY		NGLV
BANK FOR		80% IRC
DATE		07/22/2024

OVERALL SITE PLAN

Cellular location: cytoplasm

G110





It is a violation of New York State's Environmental Conservation Law (ECL) to remove or alter any natural resource, including any tree, without first obtaining a permit from the appropriate regulatory agency. Any person who violates this law is subject to civil penalties, including fines and imprisonment, or both. Any person who violates this law is also subject to criminal penalties, including fines and imprisonment, or both. Any person who violates this law is also subject to civil penalties, including fines and imprisonment, or both. Any person who violates this law is also subject to criminal penalties, including fines and imprisonment, or both.

© 2022 LaBella Associates

LSE NORMA LLC
40 TOWN LANE, SUITE 201
JACKSON, NY 13001



**LODESTAR
ENERGY**

**UPPER LENOX AVE
SOLAR FARM**
CITY OF ORANGE, MADISON COUNTY, NEW YORK

NO.	DATE	DESCRIPTION
1	07/22/2024	ISSUED FOR PERMIT
2	07/22/2024	ISSUED FOR PERMIT
3	07/22/2024	ISSUED FOR PERMIT
4	07/22/2024	ISSUED FOR PERMIT
5	07/22/2024	ISSUED FOR PERMIT
6	07/22/2024	ISSUED FOR PERMIT
7	07/22/2024	ISSUED FOR PERMIT
8	07/22/2024	ISSUED FOR PERMIT
9	07/22/2024	ISSUED FOR PERMIT
10	07/22/2024	ISSUED FOR PERMIT

**OVERALL TREE CLEARING &
DEMOLITION PLAN**

DRAWING NUMBER

C120



OVERALL TREE CLEARING & DEMOLITION PLAN
SCALE 1" = 100'



[illegible]

© 2006 by John Wiley & Sons, Inc.

ELSE NORMA LLC
49 TOWER LANE, SUITE 201
AVON, CT 06001



LODESTAR
ENERGY

UPPER LENOX AVE
SOLAR FARM
CITY OF ONEIDA, MADISON COUNTY, NEW YORK

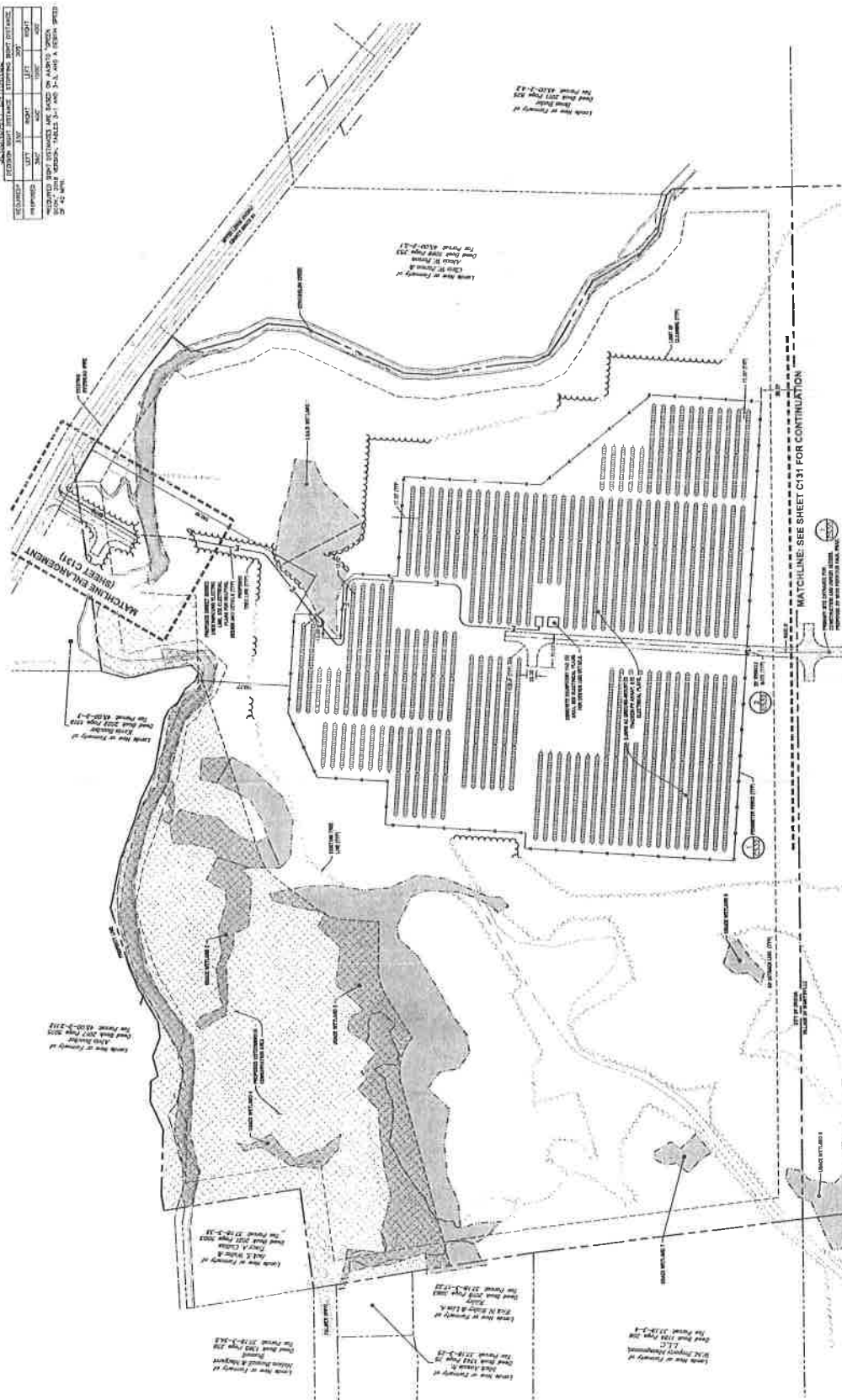
[illegible]

SITE PLAN

C130

	FROM RIGHT DISTANCE		STOPPING RIGHT DISTANCE	
REQUIRED	300'		200'	
MINIMUM	100'	100'	100'	100'

NOTES: RIGHT DISTANCES ARE BASED ON A 30% PEAK HOUR TRAFFIC VOLUME OF 200 VEHICLES PER HOUR AND 3-4, AND A 10% PEAK SPEED OF 30 MPH.

[illegible]

SOLAR PANEL LAYOUT PROVIDED BY
EISENBERG NORMAN LLC.



SITE PLAN





It is a violation of New York's Environmental Law Article 14-B § 209, for any person, unless acting under the direction of a licensed architect, professional engineer, land surveyor, landscape architect or geologist to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered, the altering architect, engineer, or land surveyor, landscape architect or geologist is liable. It is also a violation of the same law § 209.3 that any person, unless acting under the direction of a licensed architect, professional engineer, land surveyor, landscape architect or geologist, to alter an item in any way. If an item bearing the seal of such profession, and followed by their signature and date of such alteration, and a specific description of the alteration.

© 2007 United Academics

ELSE NORMA LLC
40 TOWER LANE, SUITE 201

WEST LEBANEH, N.H. 03783
V37N CT 06201

1.0090 13 NICK
VOM CT 06001



LODESTAR
ENERGY

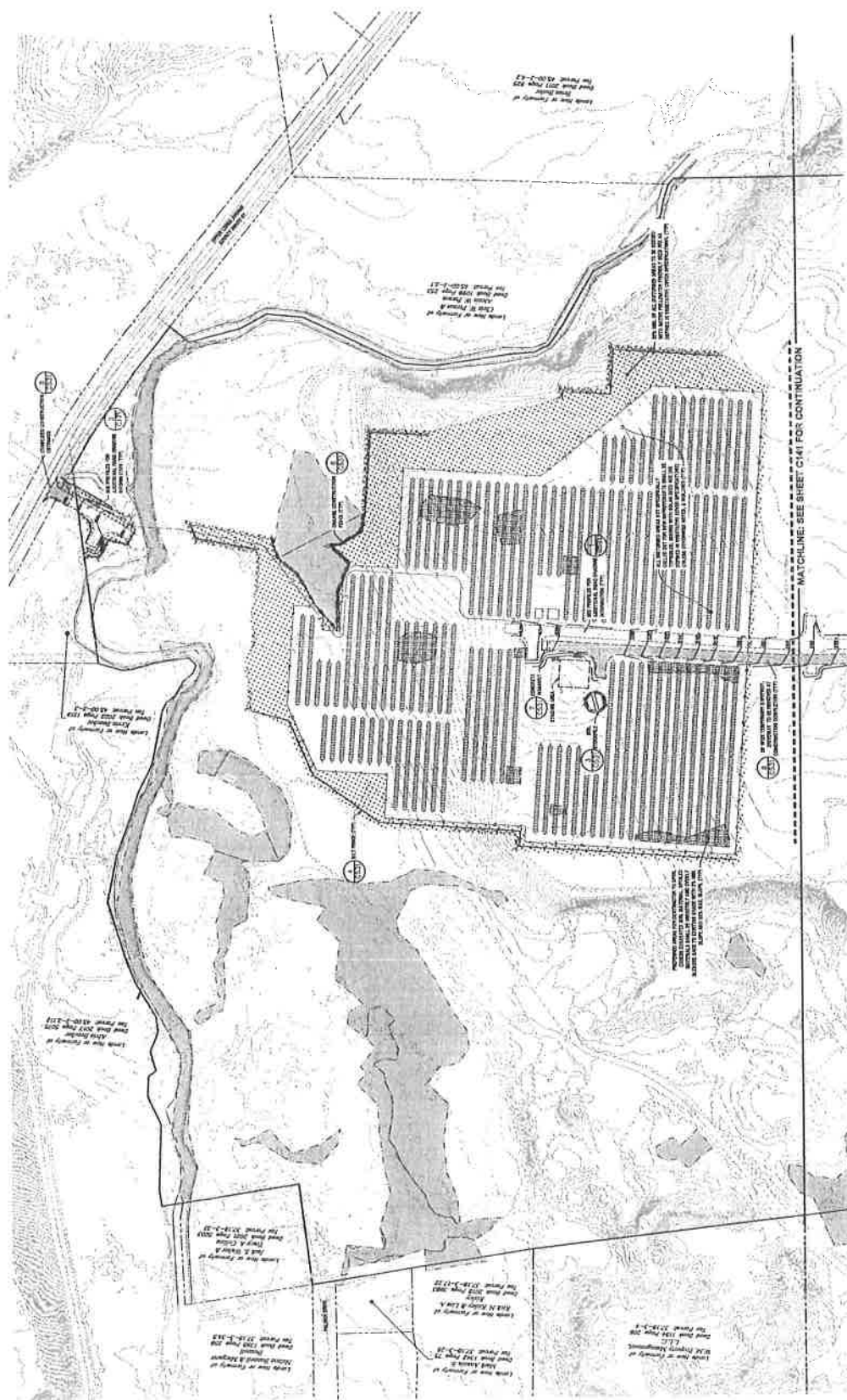
UPPER LENOX AVE
SOLAR FARM

SOLARI ANIM
CITY OF CHICAGO, MADISON COUNTY, NEW YORK

DATE	07/22/2024
TIME	9:05 PM
LOCATION	90% PC
DESCRIPTION	WALN
STATUS	2227145

GRADING AND
EROSION & SEDIMENT
CONTROL PLAN

C140



GRADING AND EROSION & SEDIMENT CONTROL PLAN

12345678910111213141516171819202122232425262728293031323334353637383940414243444546474849505152535455565758596061626364656667686970717273747576777879808182838485868788899091929394959697989910010110210310410510610710810911011111211311411511611711811912012112212312412512612712812913013113213313413513613713813914014114214314414514614714814915015115215315415515615715815916016116216316416516616716816917017117217317417517617717817918018118218318418518618718818919019119219319419519619719819920020120220320420520620720820921021121221321421521621721821922022122222322422522622722822923023123223323423523623723823924024124224324424524624724824925025125225325425525625725825926026126226326426526626726826927027127227327427527627727827928028128228328428528628728828929029129229329429529629729829930030130230330430530630730830931031131231331431531631731831932032132232332432532632732832933033133233333433533633733833934034134234334434534634734834935035135235335435535635735835936036136236336436536636736836937037137237337437537637737837938038138238338438538638738838939039139239339439539639739839940040140240340440540640740840941041141241341441541641741841942042142242342442542642742842943043143243343443543643743843944044144244344444544644744844945045145245345445545645745845946046146246346446546646746846947047147247347447547647747847948048148248348448548648748848949049149249349449549649749849950050150250350450550650750850951051151251351451551651751851952052152252352452552652752852953053153253353453553653753853954054154254354454554654754854955055155255355455555655755855956056156256356456556656756856957057157257357457557657757857958058158258358458558658758858959059159259359459559659759859960060160260360460560660760860961061161261361461561661761861962062162262362462562662762862963063163263363463563663763863964064164264364464564664764864965065165265365465565665765865966066166266366466566666766866967067167267367467567667767867968068168268368468568668768868969069169269369469569669769869970070170270370470570670770870971071171271371471571671771871972072172272372472572672772872973073173273373473573673773873974074174274374474574674774874975075175275375475575675775875976076176276376476576676776876977077177277377477577677777877978078178278378478578678778878979079179279379479579679779879980080180280380480580680780880981081181281381481581681781881982082182282382482582682782882983083183283383483583683783883984084184284384484584684784884985085185285385485585685785885986086186286386486586686786886987087187287387487587687787887988088188288388488588688788888989089189289389489589689789889990090190290390490590690790890991091191291391491591691791891992092192292392492592692792892993093193293393493593693793893994094194294394494594694794894995095195295395495595695795895996096196296396496596696796896997097197297397497597697797897998098198298398498598698798898999099199299399499599699799899910001001100210031004100510061007100810091010101110121013101410151016101710181019102010211022102310241025102610271028102910301031103210331034103510361037103810391040104110421043104410451046104710481049105010511052105310541055105610571058105910601061106210631064106510661067106810691070107110721073107410751076107710781079108010811082108310841085108610871088108910901091109210931094109510961097109810991100110111021103110411051106110711081109111011111112111311141115111611171118111911201121112211231124112511261127112811291130113111321133113411351136113711381139114011411142114311441145114611471148114911501151115211531154115511561157115811591160116111621163116411651166116711681169117011711172117311741175117611771178117911801181118211831184118511861187118811891190119111921193119411951196119711981199120012011202120312041205120612071208120912101211121212131214121512161217121812191220122112221223122412251226122712281229123012311232123312341235123612371238123912401241124212431244124512461247124812491250125112521253125412551256125712581259126012611262126312641265126612671268126912701271127212731274127512761277127812791280128112821283128412851286128712881289129012911292129312941295129612971298129913001



WATCHLINE: SEE SHEET C141 FOR CONTINUATION

PROVIDES ARIAS FOR IDENTIFICATION TO SPARE
COURTS DISSENTED AND MATRONS. SPINETS
INTELLIGENTLY BEHOLDING AND SPOKE
COURTESY AND TO IDENTIFY PLACE WITH AN
EYES.

THE PROPERTY MANAGEMENT
LLC
and David 1134 Page 208
The Board 2018-2-8

THE JAMES EARL RAY
FBI - MEMPHIS
JAN 6 1968

TO DIRECTOR
FROM SAC, MEMPHIS
SUBJECT: MARTIN LUTHER KING, JR.
RE: MEMPHIS TELETYPE TO BUREAU
JANUARY 5, 1968.

FOR INFORMATION OF THE BUREAU,
A COPY OF THE ABOVE-ENTITLED
TELETYPE IS BEING FURNISHED
TO YOU FOR YOUR INFORMATION.

VERY TRULY YOURS,
WILLIAM H. GALT,
Special Agent in Charge

WHL:jml
7-10-68

(b)(7)(C)
 Exempt from GDSI Page 258
 The Payment 22-18-2-11.2

Learn how to properly use
After Shave
Shave with 207 Days 5017
The Power 4310-3-2117

Land Use & Planning
Kym Dwyer
David Paul Page 1992
For Review 4/20/92

(Faint, illegible text)

Small text at bottom right of page 2, likely a page number or reference code.

[illegible]

© 2002 Lippincott Williams & Wilkins

LSE NORMA LLC
40 TOWER LANE, SUITE 201
AVON, CT 06001



**LODESTAR
ENERGY**

**UPPER LENOX AVE
SOLAR FARM**
CITY OF ONEIDA, MADISON COUNTY, NEW YORK

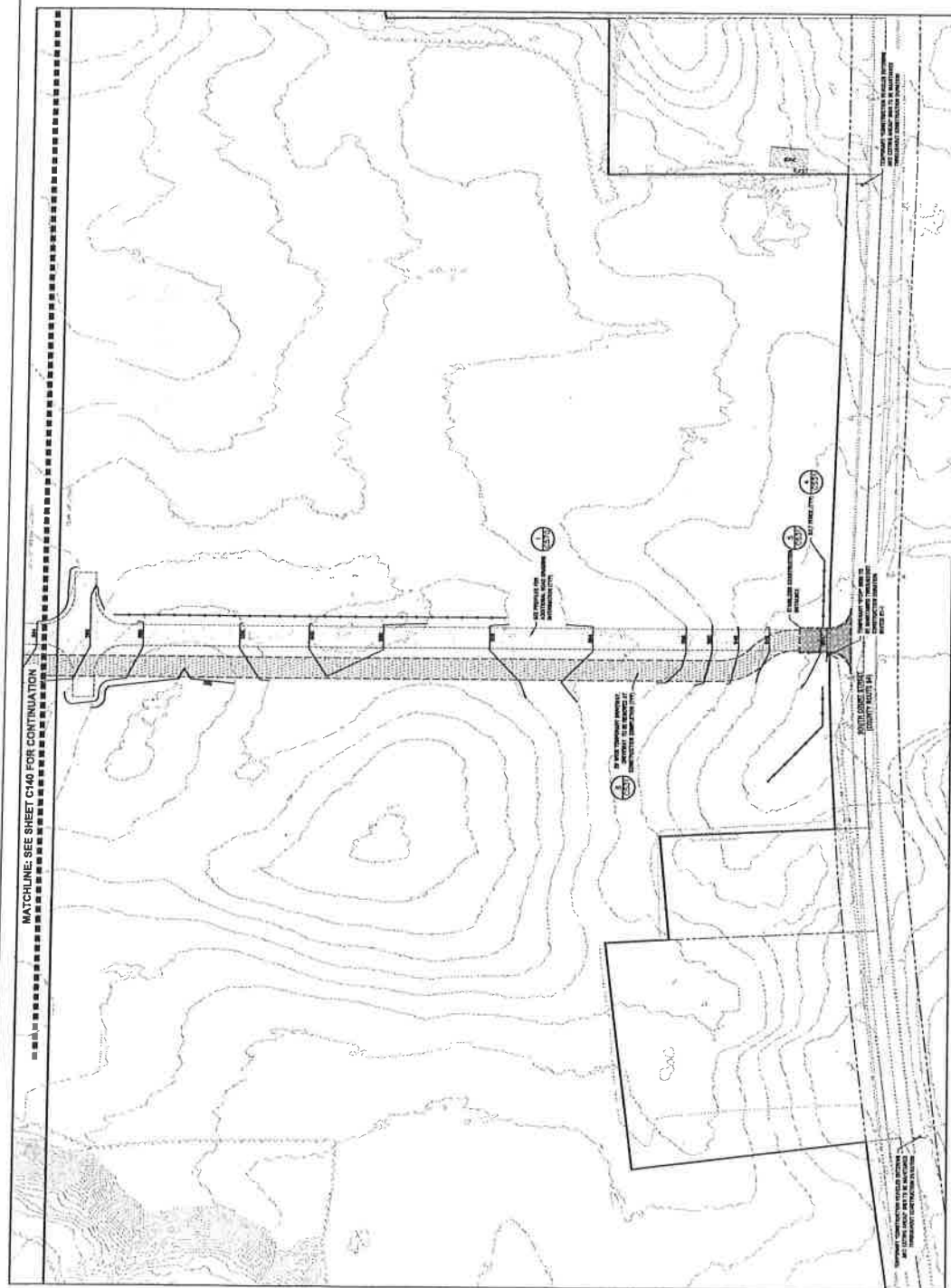
DATE	NO	DATE	EXCUTER

22ZT745	22ZT745
ILJ	ILJ
NLW	NLW
80% IPC	80% IPC
01/22/2024	01/22/2024

**GRADING AND
EROSION & SEDIMENT
CONTROL PLAN**

—continued from page 10—

C141



PRIMARY ENTRANCE - GRADING AND EROSION & SEDIMENT CONTROL PLAN





© 2022 Lulu's All-in-One



**LODESTAR
ENERGY**

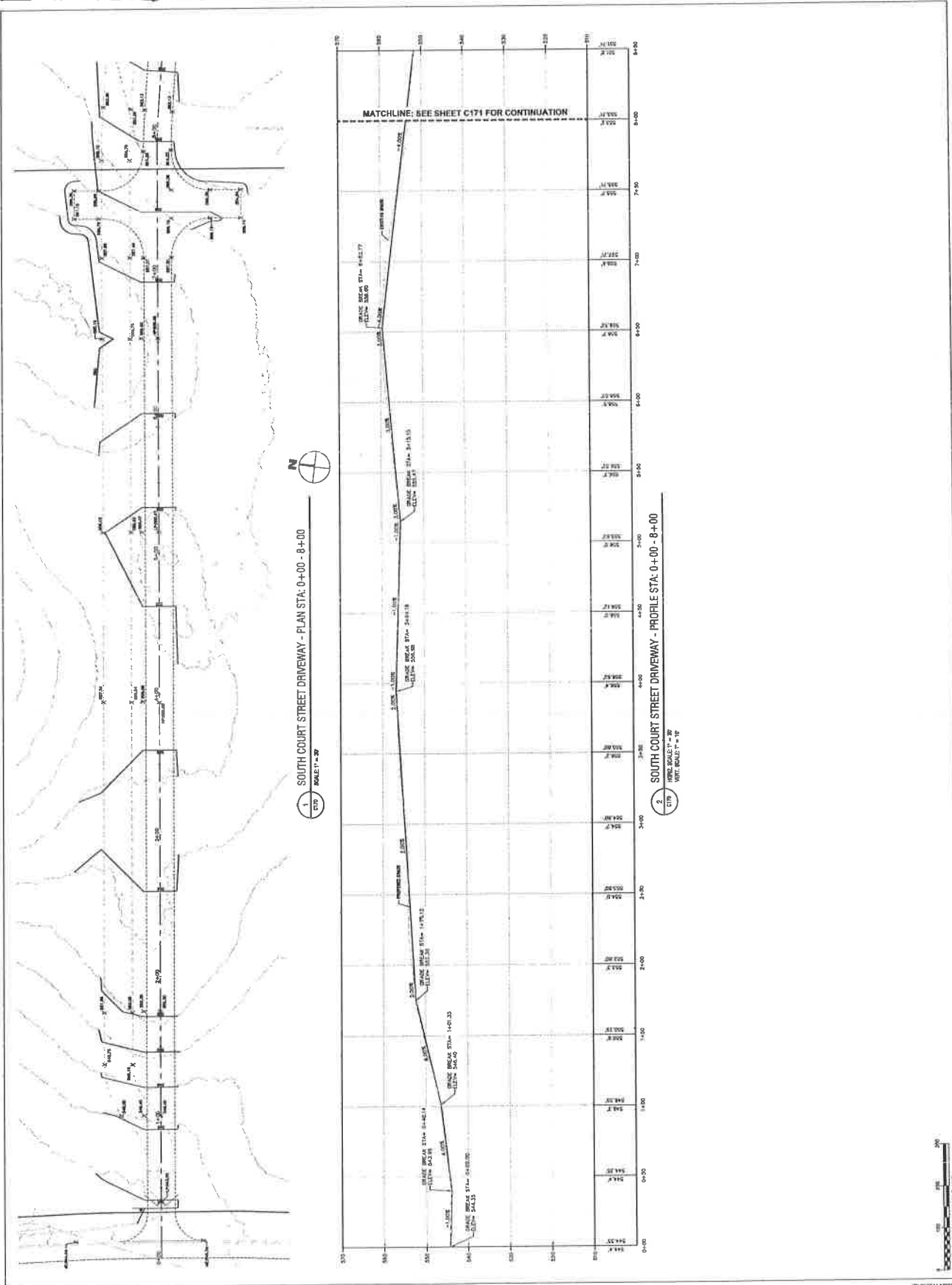
UPPER LENOX AVE
SOLAR FARM
CITY OF ONEIDA, MADISON COUNTY, NEW YORK

NO	DATE	ISSUANCE PER
Remarks		
PROJECT NUMBER 222715		
CHARGE BY CLD		
RECEIVED BY NNAV		
ISSUED FOR 85% PC		
DATE 07/22/2024		

ACCESS ROAD PLAN AND PROFILE

with a vertical line, as in Figure 1.

G170





It is a condition of New York Education Law Article 142 that any person who is employed by a contractor or subcontractor on a project for the State of New York, or any of its agencies, departments, or authorities, shall be a duly licensed professional engineer or architect. In any case, it is a condition of the contract that the contractor or subcontractor shall be responsible for the design and construction of the project. The contractor or subcontractor shall be responsible for the design and construction of the project. The contractor or subcontractor shall be responsible for the design and construction of the project.

© 2024 LSE NORMA LLC

LSE NORMA LLC
 40 TOWER LANE, SUITE 201
 AVON, CT 06001



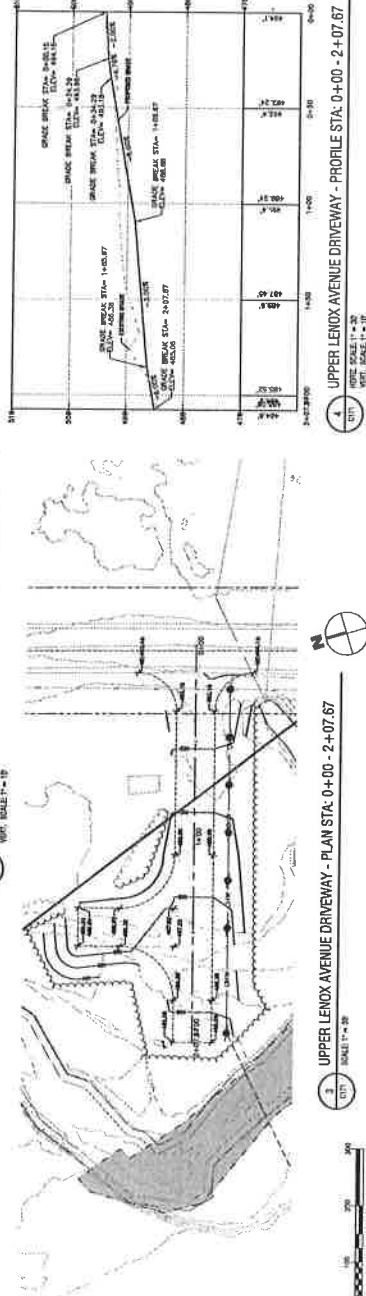
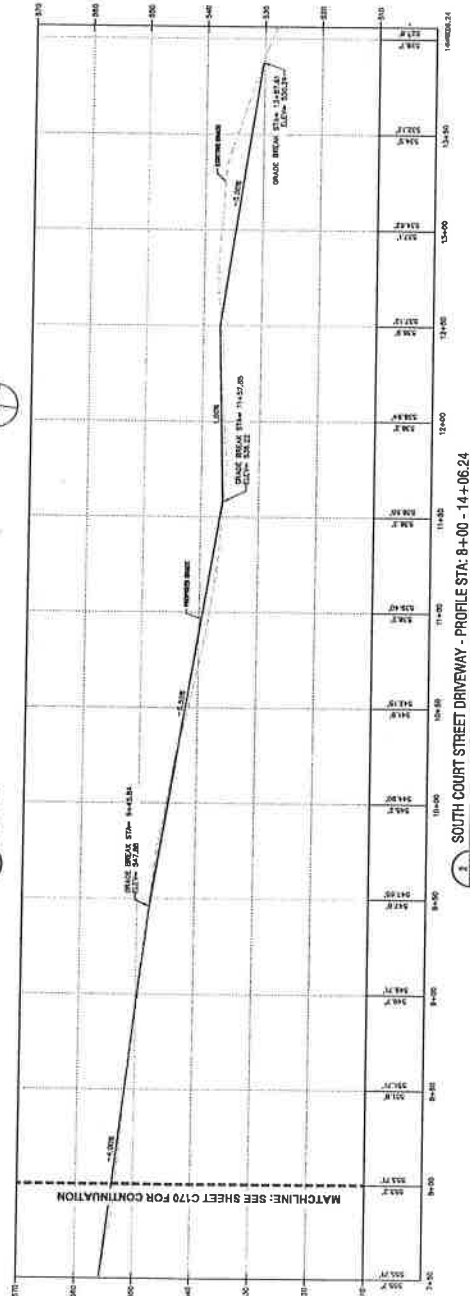
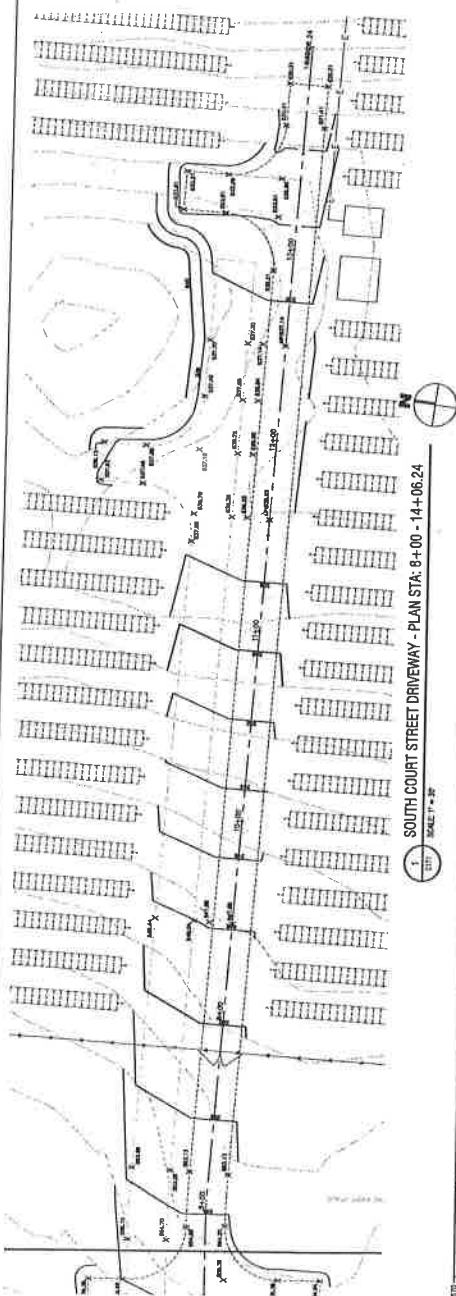
**UPPER LENOX AVE
 SOLAR FARM**
 CITY OF ONEIDA, MADISON COUNTY, NEW YORK

NO.	DATE	DESCRIPTION
1	07/22/2024	ISSUED FOR PERMIT
2	07/22/2024	ISSUED FOR PERMIT
3	07/22/2024	ISSUED FOR PERMIT
4	07/22/2024	ISSUED FOR PERMIT
5	07/22/2024	ISSUED FOR PERMIT
6	07/22/2024	ISSUED FOR PERMIT
7	07/22/2024	ISSUED FOR PERMIT
8	07/22/2024	ISSUED FOR PERMIT
9	07/22/2024	ISSUED FOR PERMIT
10	07/22/2024	ISSUED FOR PERMIT

**ACCESS ROAD PLAN
 AND PROFILE**

DRAWING NUMBER

C171





It is a mixture of New York Education Law Article 14b, Section 10, the first sentence, which states that the official seal of a licensed architect, professional engineer, land surveyor, landscape architect or geologist is after an examination, and it is hereby ordered that the abiding architect, engineer, and surveyor, landscape architect or geologist shall affix to the seal their name and residence. "Whereby" followed by their signature and date of their admission, and a specific description of the abiding architect.

© 2000 Blackwell Science Ltd

LSE NORMA LLC
40 TOWER LANE, SUITE 201
AVON, CT 06001



UPPER LENOX AVE
SOLAR FARM
CITY OF ONEIDA, MADISON COUNTY, NEW YORK

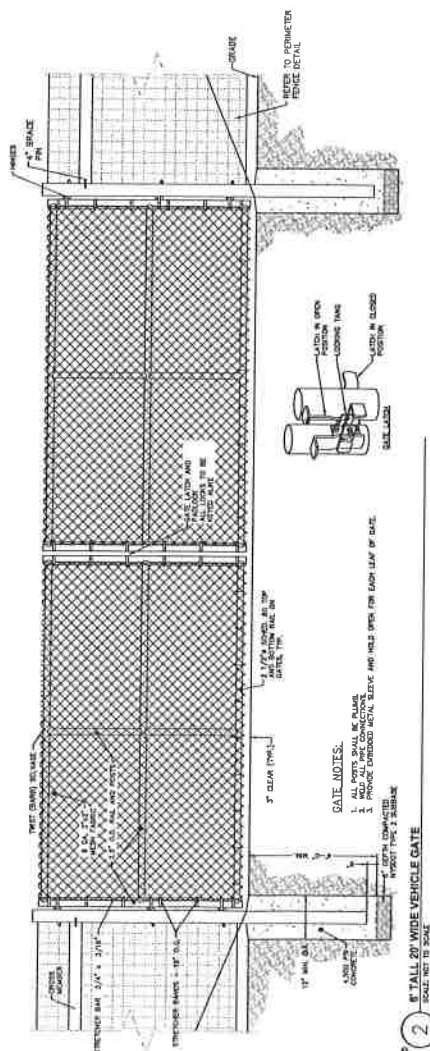
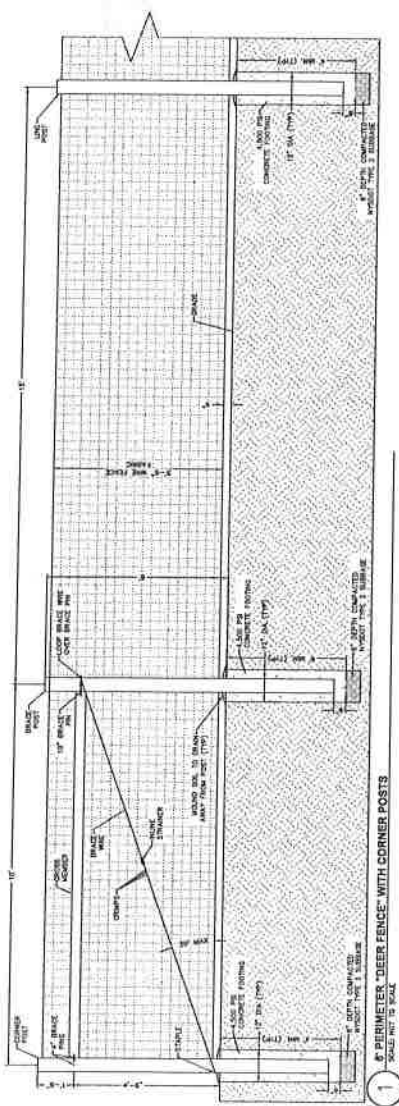
DATE	07/22/2024
TIME	
LOCATION	
DESCRIPTION	
AMOUNT	
TOTAL	

FENCE DETAILS

STANDARD METER

0532

- [illegible]



1. ALL PORTS SHALL
2. WELD ALL PIPE CO
3. PROVIDE EMBODI

6' TALL 20' WIDE VEHICLE GATE



GML Recommendation Report

This application or petition has been referred to the Madison County Planning Department, as the County Planning Agency pursuant to General Municipal Law 239-l and -m, because it applies to property within 500' of at least one of the following:

- | | |
|--|--|
| <input type="checkbox"/> State or County Highway | <input type="checkbox"/> Land on which a Public Building is located |
| <input type="checkbox"/> State or County Park/ Recreational Area | <input checked="" type="checkbox"/> Cowaselon Creek (County-owned or delineated stream or drainage channel) |
| <input type="checkbox"/> Municipal Boundary | <input type="checkbox"/> Farm operation in a State-certified Agricultural District (excluding area variance) |

Which is/ are:

NOTE TO THE LOCAL REFERRING BOARD: Article 12-b Section 239 of the General Municipal Law requires that final action by your Board contrary to the Madison County Planning Department's recommendation of either "Modification" or "Disapproval" requires a super-majority (majority-plus-one) vote of all members thereof, and that you set forth the reasons of such contrary action in the report to be filed with the Madison County Planning Department within 30 days of your final action. (An Official Notice of Action form is enclosed for this purpose.)

GML Log#: 088- 2024
Municipality: City of Oneida
TaxMapID: 45.-2-2.111

Company Name: LSE Norma LLX
Applicant Name:
Applicant Address: 40 Tower Lane
Ste. 201
Applicant City/St/Zip: Avon, CT 06001

Date Received: 7/22/2024
GML Action 1: Site Plan Review
GML Action 2:

Date of Recommendation: 8/9/2024
Recommendation 1: Return for Local Determination
Recommendation 2:

Comments:

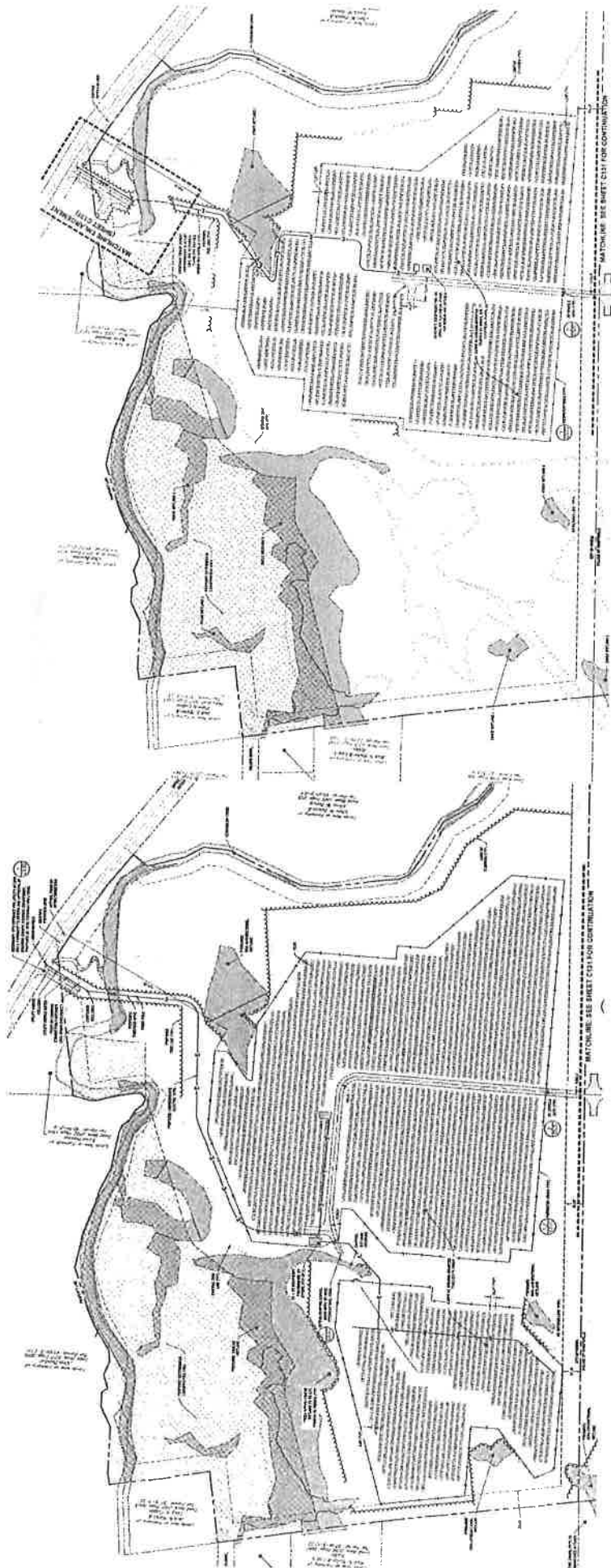
The proposed size reduction of the solar array will cause no county-wide impact and we are sending the application back for local review.



Scott Ingmire, Director

Approved:

Modified:



Changes:

1. A turn around was added to the interconnection access road per the utility company's request;
 2. The facility size was reduced; and
 3. The equipment pad was relocated to the center of the remaining facility, but within the same fence line.
- Tree clearing significantly reduced: went from 12 acres of clearing under the approved to 2 acres under the modified.

Overall footprint was also significantly reduced: the approved plan included 35 acres with the solar array occupying about 25 acres. The modified plan results in a reduction to 21 acres of development for a 14 acre array.

30.80-1-44, conditioned upon the submission to the Director of Planning proof of filing a recombined deed with the Madison County Clerk's Office; be it further

RESOLVED, that the City of Oneida Planning Board hereby grants final plan approval of the minor subdivision as presented on the plat titled, "The City of Oneida, Lenox Avenue and Cedar Street," prepared by Myers and Associates, P.C., dated June 26, 2024, last revised June 27, 2024, whereby the 0.321±-acre parcel shall be merged with parcel S.B.L. 30.80-1-54, conditioned upon the submission to the Director of Planning proof of filing a recombined deed with the Madison County Clerk's Office.

PASSED AND ADOPTED by the City of Oneida Joint Zoning Board of Appeals/Planning Commission on this 12th day of November, 2024.

O. Perry Tooker, Chairperson, Joint Zoning Board of Appeals/Planning Commission

Moved by:

Seconded by:

Ayes:

Nays:

Motion Carried/Denied

CITY OF ONEIDA PLANNING BOARD

APPROVING A MINOR SUBDIVISION AND BOUNDARY LINE ADJUSTMENT FOR CITY-OWNED PROPERTY LOCATED AT PARCEL ID: 30.80-1-53.1

WHEREAS, the City of Oneida, as the applicant, has submitted a request for approval of a minor subdivision of a 0.035-acre portion of the property identified as Tax Map Number 30.80-1-53.1, located in the City of Oneida, for the purpose of merging the subdivided portion with an adjacent property as a boundary line adjustment for economic development reasons; and

WHEREAS, the property is situated in the Downtown Commercial zoning district, and the proposed subdivision and boundary line adjustment are consistent with the zoning district regulations and the City of Oneida's Comprehensive Plan; and

WHEREAS, the Planning Board has carefully considered the New York State SEQR review, completed on November 12, 2024, classified the proposed Action as an Unlisted Action and issued a Negative Declaration under SEQR based on the findings that no significant adverse environmental impacts are anticipated; and

WHEREAS, a public hearing was duly advertised and held on November 12, 2024, during which all interested parties were given an opportunity to be heard, and the Planning Board has reviewed all public comments as well as all submitted documentation and mapping relevant to the subdivision and boundary line adjustment request; and

WHEREAS, the Planning Board finds that the proposed subdivision and boundary line adjustment align with the City's long-term planning objectives, supporting economic development and revitalization and will not adversely impact the surrounding community or environment;

WHEREAS, unless increased or decreased by the Joint Zoning Board of Appeals/Planning Commission, the applicable zoning standards for non-residential structures within the DC Zone are:

- **Maximum lot coverage:** 80%;
- **Maximum building height:** 45 feet;
- **Minimum front yard:** 5 feet;
- **Minimum side yard:** 5 feet;
- **Minimum rear yard:** 20 feet; and

NOW, THEREFORE, BE IT

RESOLVED, the City of Oneida Joint Zoning Board of Appeals/Planning Commission does hereby approve a lot line adjustment for Tax Map Number: 30.80-1-53.1, in accordance with the plat titled, "The City of Oneida, Lenox Avenue and Cedar Street," prepared by Myers and Associates, P.C., dated June 26, 2024, last revised June 27, 2024, whereby Lot 1 shall be merged with parcel S.B.L.

Abstain:

Motion:

The City of Oneida Planning Board hereby grants final plan approval of the minor subdivision as presented on the plat titled, "The City of Oneida, Lenox Avenue and Cedar Street," prepared by Myers and Associates, P.C., dated June 26, 2024, last revised June 27, 2024, whereby the 0.321±-acre parcel shall be merged with parcel S.B.L. 30.80-1-54, conditioned upon the submission to the Director of Planning proof of filing a recombined deed with the Madison County Clerk's Office.

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Conditions:

Public Hearing – open time:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Comments:

Public Hearing – closed time:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Minor Subdivision Checklist

Name: City of Oneida

Applicant (if Different):

Address: 109 N. Main Street

Applicant (if Different):

Date: 11/12/24

Project Location: **Tax Map Number(s):** 30.80-1-53.1

Applicant in attendance: Yes ____ No ____

SEQR

Action Classification: Unlisted

Classified on:

Issued a: Negative/Positive Declaration

Declaration made on:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Comments:



**Department of
Environmental
Conservation**

Environmental Remediation Databases Details

Facility Information

Site No.: 7-600868

Status: Unregulated/Closed

Expiration Date: 04/16/2007

Site Type: PBS

Facility Type: Other

Site Name: ONEIDA FINANCIAL CORP.

Address: 169 MAIN ST.

Locality: ONEIDA

State: NY

Zipcode: 13421

County: Madison

Facility(Property) Owner(s) Information

Facility Owner: ONEIDA SAVINGS BANK

182 MAIN ST. . ONEIDA , NY. 13421

Mail Contact: ONEIDA SAVINGS BANK

182 MAIN ST. . ONEIDA , NY. 13421

Facility Operator

Facility Operator: TOM DIXON

Tank Information

1 Tanks Found

Tank No	Tank Location	Status	Capacity (Gal.)
001	Underground including vaulted with no access for inspection	Closed - Removed	2000

Project: City Parking- 2 Lot subdivision

Date: 11/12/24

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input 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 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 type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input 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 type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

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.

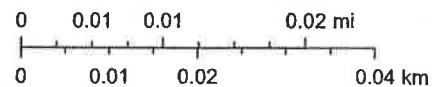
Name of Lead Agency_____
Date_____
Print or Type Name of Responsible Officer in Lead Agency_____
Title of Responsible Officer_____
Signature of Responsible Officer in Lead Agency_____
Signature of Preparer (if different from Responsible Officer)

Petroleum Bulk Storage Facility



November 5, 2024

1:1,128



Province of Ontario, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

National Flood Hazard Layer FIRMette

75°39'19"W 43°5'56"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE)
Zone A, V, AE, AH, VE, AR
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes, Zone X
Area with Flood Risk due to Levee Zone D

OTHER AREAS
NO SCREEN
Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

OTHER FEATURES
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped

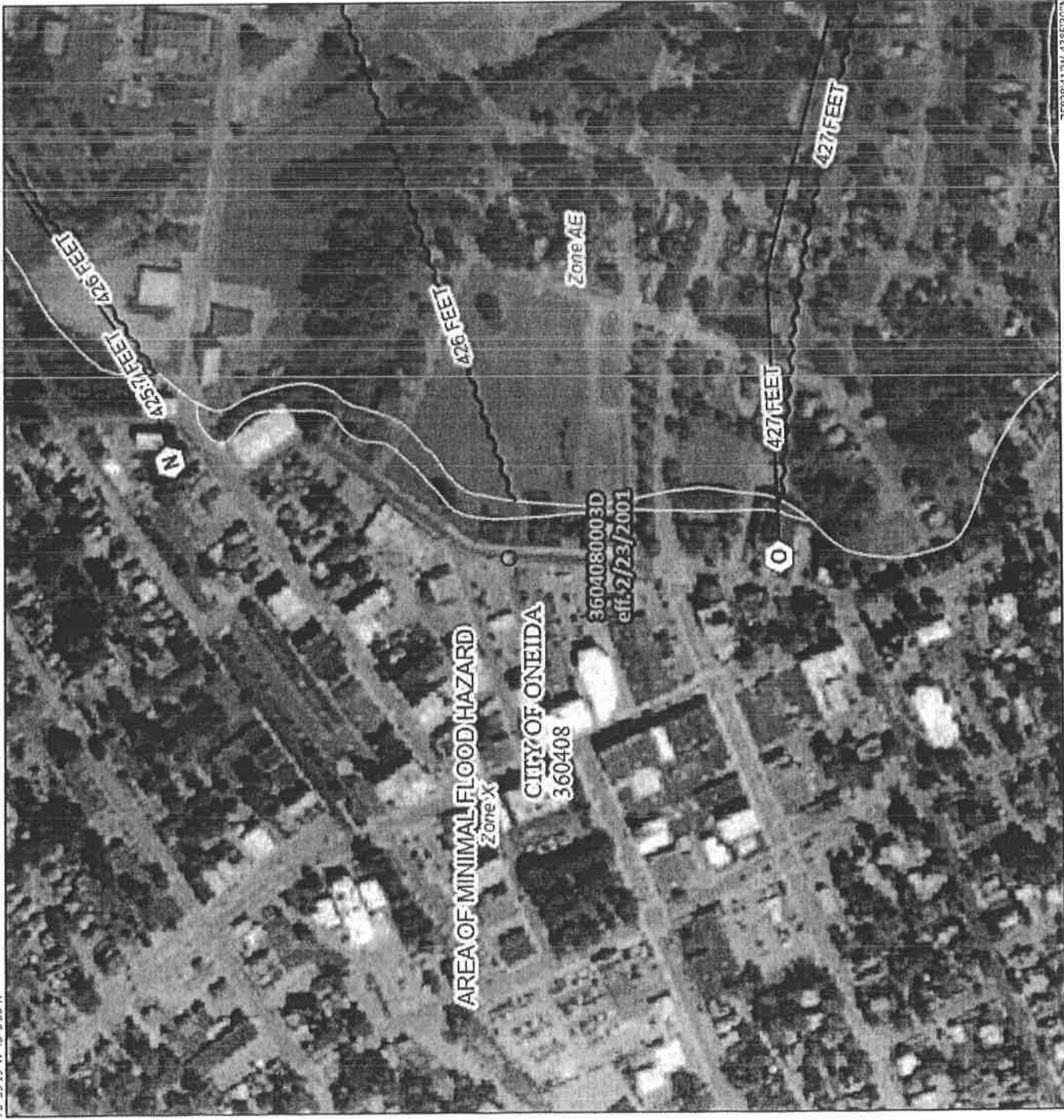


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/29/2024 at 2:44 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

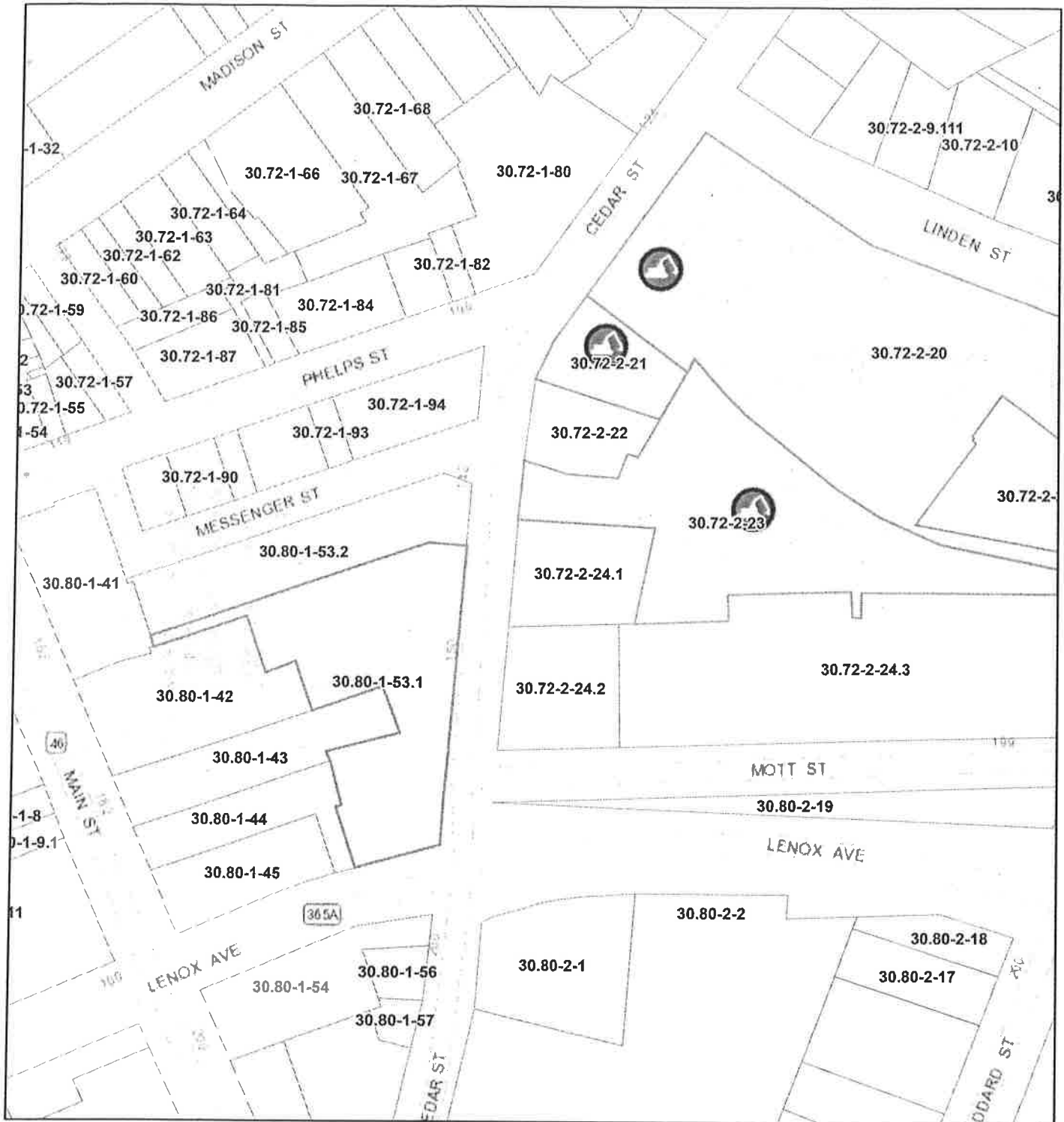
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



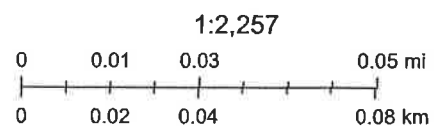
0 250 500 1,000 1,500 2,000 1:6,000 Feet

Basemap Imagery Source: USGS National Map 2023

City Parking Subdivision Remediation Sites



October 28, 2024



Province of Ontario, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Author: Christopher Henry
Not a legal document

30.80-1-44, conditioned upon the submission to the Director of Planning proof of filing a recombined deed with the Madison County Clerk's Office; be it further

RESOLVED, that the City of Oneida Planning Board hereby grants final plan approval of the minor subdivision as presented on the plat titled, "The City of Oneida, Lenox Avenue and Cedar Street," prepared by Myers and Associates, P.C., dated June 26, 2024, last revised June 27, 2024, whereby the 0.321±-acre parcel shall be merged with parcel S.B.L. 30.80-1-54, conditioned upon the submission to the Director of Planning proof of filing a recombined deed with the Madison County Clerk's Office.

PASSED AND ADOPTED by the City of Oneida Joint Zoning Board of Appeals/Planning Commission on this 12th day of November, 2024.

O. Perry Tooker, Chairperson, Joint Zoning Board of Appeals/Planning Commission



Moved by:

Seconded by:

Ayes:

Nays:

Motion Carried/Denied

CITY OF ONEIDA PLANNING BOARD

APPROVING A MINOR SUBDIVISION AND BOUNDARY LINE ADJUSTMENT FOR CITY-OWNED PROPERTY LOCATED AT PARCEL ID: 30.80-1-53.1

WHEREAS, the City of Oneida, as the applicant, has submitted a request for approval of a minor subdivision of a 0.035-acre portion of the property identified as Tax Map Number 30.80-1-53.1, located in the City of Oneida, for the purpose of merging the subdivided portion with an adjacent property as a boundary line adjustment for economic development reasons; and

WHEREAS, the property is situated in the Downtown Commercial zoning district, and the proposed subdivision and boundary line adjustment are consistent with the zoning district regulations and the City of Oneida's Comprehensive Plan; and

WHEREAS, the Planning Board has carefully considered the New York State SEQR review, completed on November 12, 2024, classified the proposed Action as an Unlisted Action and issued a Negative Declaration under SEQR based on the findings that no significant adverse environmental impacts are anticipated; and

WHEREAS, a public hearing was duly advertised and held on November 12, 2024, during which all interested parties were given an opportunity to be heard, and the Planning Board has reviewed all public comments as well as all submitted documentation and mapping relevant to the subdivision and boundary line adjustment request; and

WHEREAS, the Planning Board finds that the proposed subdivision and boundary line adjustment align with the City's long-term planning objectives, supporting economic development and revitalization and will not adversely impact the surrounding community or environment;

WHEREAS, unless increased or decreased by the Joint Zoning Board of Appeals/Planning Commission, the applicable zoning standards for non-residential structures within the DC Zone are:

- **Maximum lot coverage:** 80%;
- **Maximum building height:** 45 feet;
- **Minimum front yard:** 5 feet;
- **Minimum side yard:** 5 feet;
- **Minimum rear yard:** 20 feet; and

NOW, THEREFORE, BE IT

RESOLVED, the City of Oneida Joint Zoning Board of Appeals/Planning Commission does hereby approve a lot line adjustment for Tax Map Number: 30.80-1-53.1, in accordance with the plat titled, "The City of Oneida, Lenox Avenue and Cedar Street," prepared by Myers and Associates, P.C., dated June 26, 2024, last revised June 27, 2024, whereby Lot 1 shall be merged with parcel S.B.L.

Abstain:

Motion:

The City of Oneida Planning Board hereby grants final plan approval of the minor subdivision as presented on the plat titled, "The City of Oneida, Lenox Avenue and Cedar Street," prepared by Myers and Associates, P.C., dated June 26, 2024, last revised June 27, 2024, whereby the 0.321±-acre parcel shall be merged with parcel S.B.L. 30.80-1-54, conditioned upon the submission to the Director of Planning proof of filing a recombined deed with the Madison County Clerk's Office.

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Conditions:

Public Hearing – open time:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Comments:

Public Hearing – closed time:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Minor Subdivision Checklist

Name: City of Oneida

Applicant (if Different):

Address: 109 N. Main Street

Applicant (if Different):

Date: 11/12/24

Project Location: Tax Map Number(s): 30.80-1-53.1

Applicant in attendance: Yes ____ No ____

SEQR

Action Classification: Unlisted

Classified on:

Issued a: Negative/Positive Declaration

Declaration made on:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

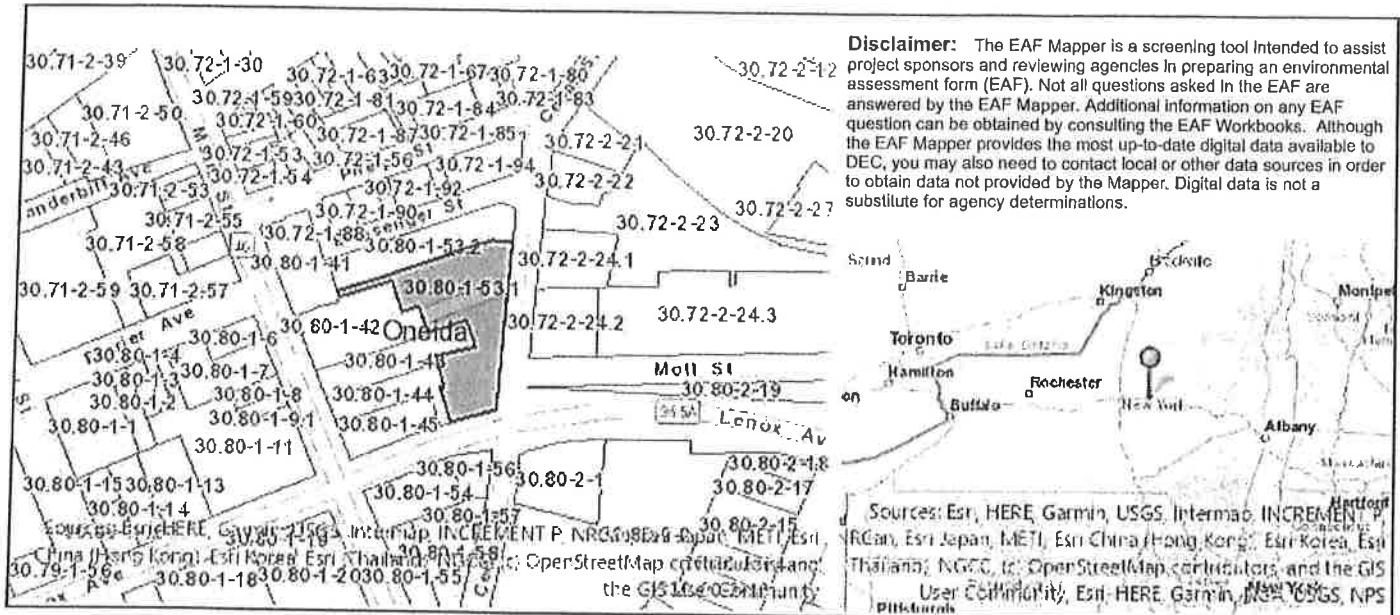
Nay:

Abstain:

Comments:

EAF Mapper Summary Report

Monday, October 28, 2024 2:13 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div></div>		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div></div>		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div></div>		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
153 Cedar Street is approximately 216 feet away from the project location. Please see the attached remediation print out for details.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Kyle Lovell</u> Date: <u>11/5/24</u>		
Signature: <u>[Signature]</u> Title: <u>City Manager</u>		

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
Oneida Downtown Commercial Historic District; Main-Broad-Grove Streets Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: City of Oneida Minor Subdivision			
Project Location (describe, and attach a location map): Corner of Lenox Ave and Cedar Street.			
Brief Description of Proposed Action: The City of Oneida wishes to subdivide a City-owned parking lot to help meet economic development goals outlined in the Comprehensive plan and the Downtown Revitalization Initiative's Strategic Plan. One of the two parcels is a lot line adjustment for Tax Map Number: 30.80-1-53.1. which will be merged into 30.80-1-44. The second parcel will be merged with parcel S.B.L. 30.80-1-54.			
Name of Applicant or Sponsor: City of Oneida		Telephone: 315-363-4800 E-Mail:	
Address: 109 N. Main Street			
City/PO: Oneida		State: NY	
		Zip Code: 13421	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ .356 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ .356 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

CITY OF ONEIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT



109 North Main Street
Oneida, New York 13421
Tel.: 315-363-7467
Fax: 315-363-2572

**APPLICATION FOR A SUBDIVISION
ADJUSTMENT**

FEE SCHEDULE:

Please make the check payable to the City of Oneida

- | | |
|--|---------------|
| <input type="checkbox"/> Sketch Plat | \$100 per lot |
| <input checked="" type="checkbox"/> Preliminary Plat | \$100 per lot |
| <input type="checkbox"/> Waiver of Subdivision | \$175 |
| <input type="checkbox"/> Amendment of Plat | \$200 |

FOR OFFICE USE:

Application Number: _____

Date of Public Hearing: _____

Date Received by Planning: _____

Date of Final Action: _____

Action Filing Date: _____

☐ Approved ☐ Denied

Name of Proposed Development: City of Oneida Public Parking Lot Subdivision

Location of Site: Corner of Cedar St and Lenox Ave.

Tax Map Number: S.B.L. 30.80-1-53.1

Current Zoning Classification: DC

Ward: 4

Applicant:

Name(Print): _____

Address: _____

Phone: _____

Email: _____

Plans Prepared By:

Name (Print): Myers and Associates, P.C.

Address: 127 South Peterboro Street

Canastota, New York 13032

Phone: (315) 697-2281

Email: _____

Signature of the Applicant _____

Date _____

Property Owner (if different):

Name (Print): City of Oneida

Address: 109 N. Main Street, Oneida, 13421

Phone: 315-363-7467

Email: klovell@oneidacityny.gov

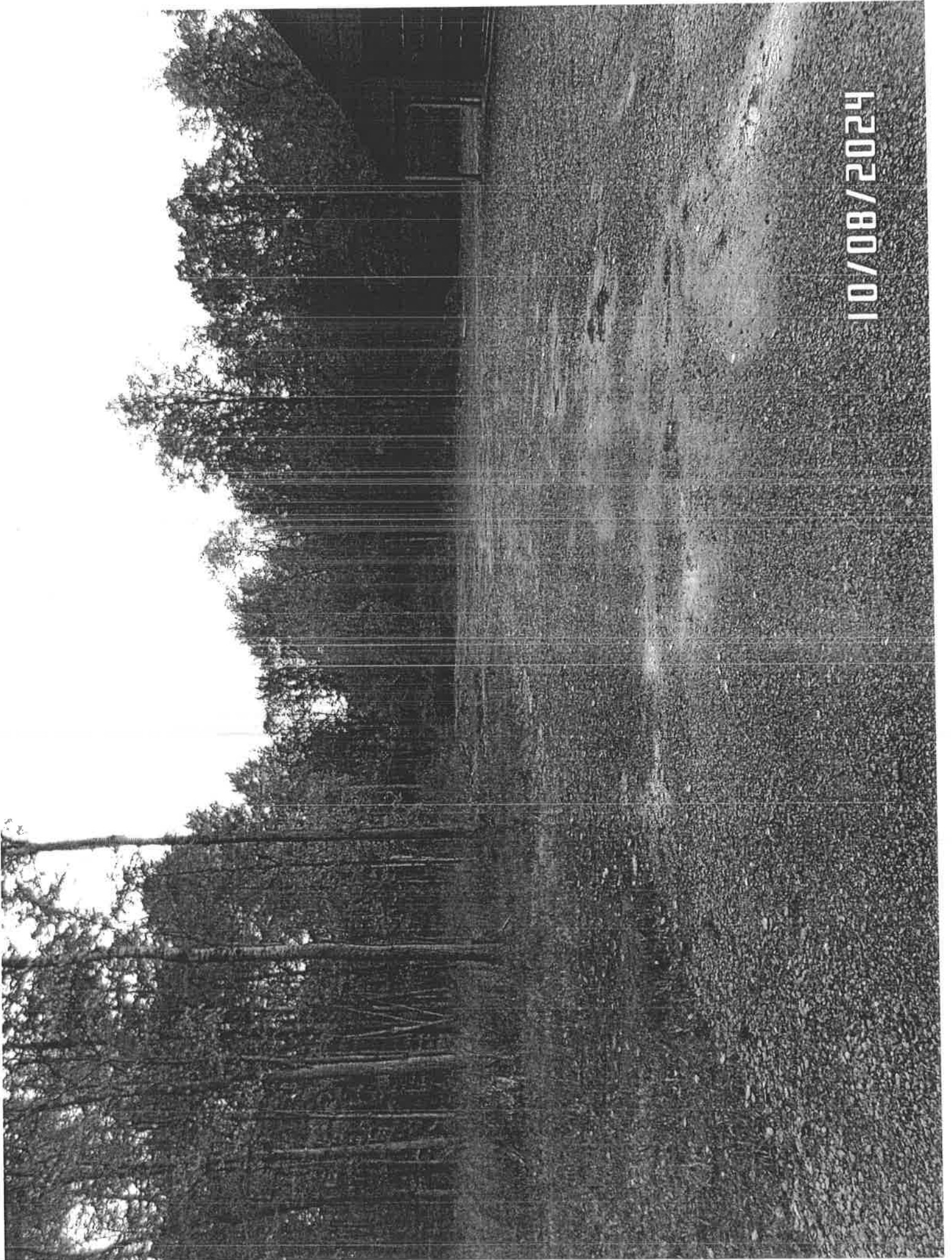
Property Owner Signature _____

Date 4/5/24

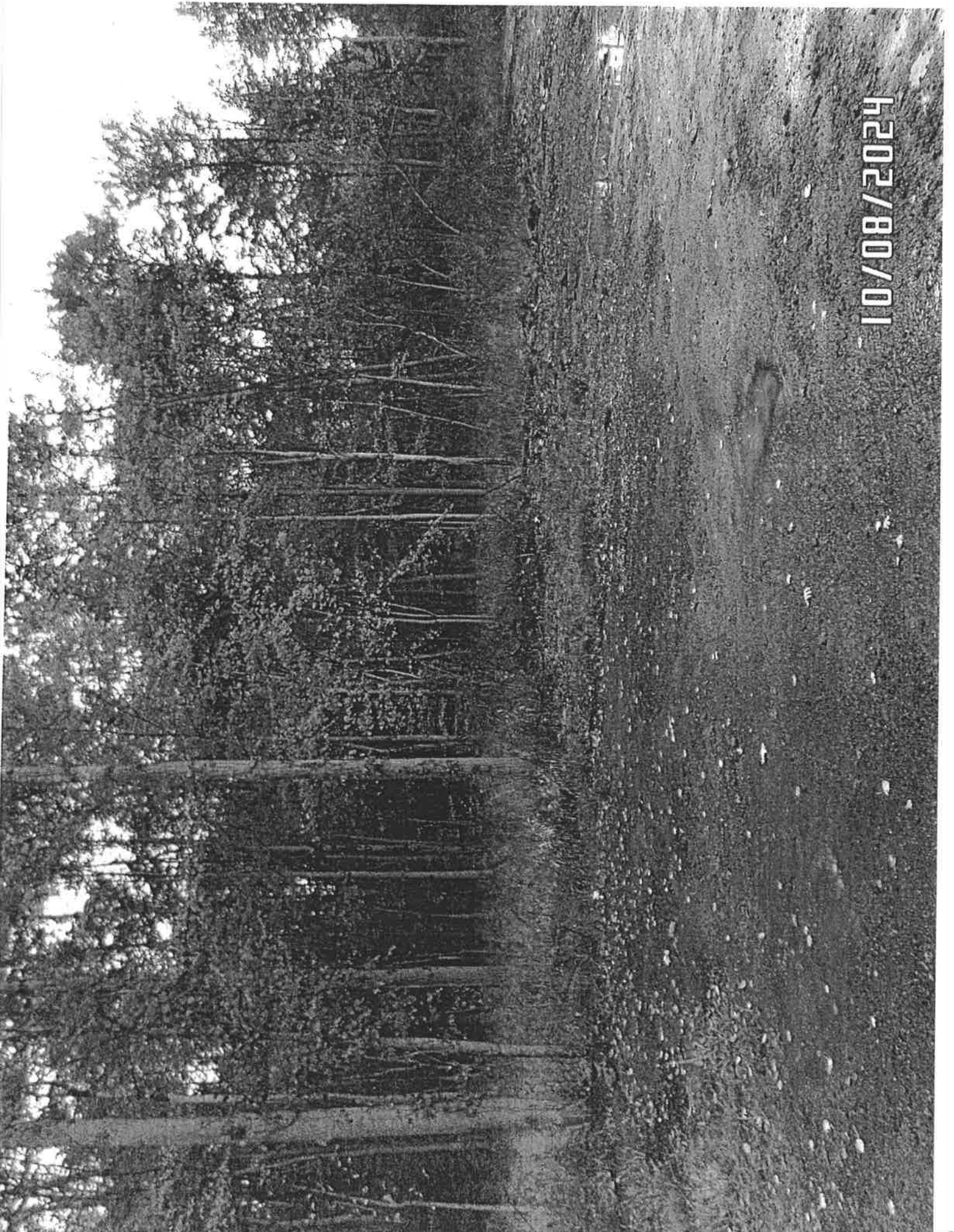
Proposed Use(s) of Site:

2 Lot Minor Subdivision with 1 lot line adjustment and 1 property merger.

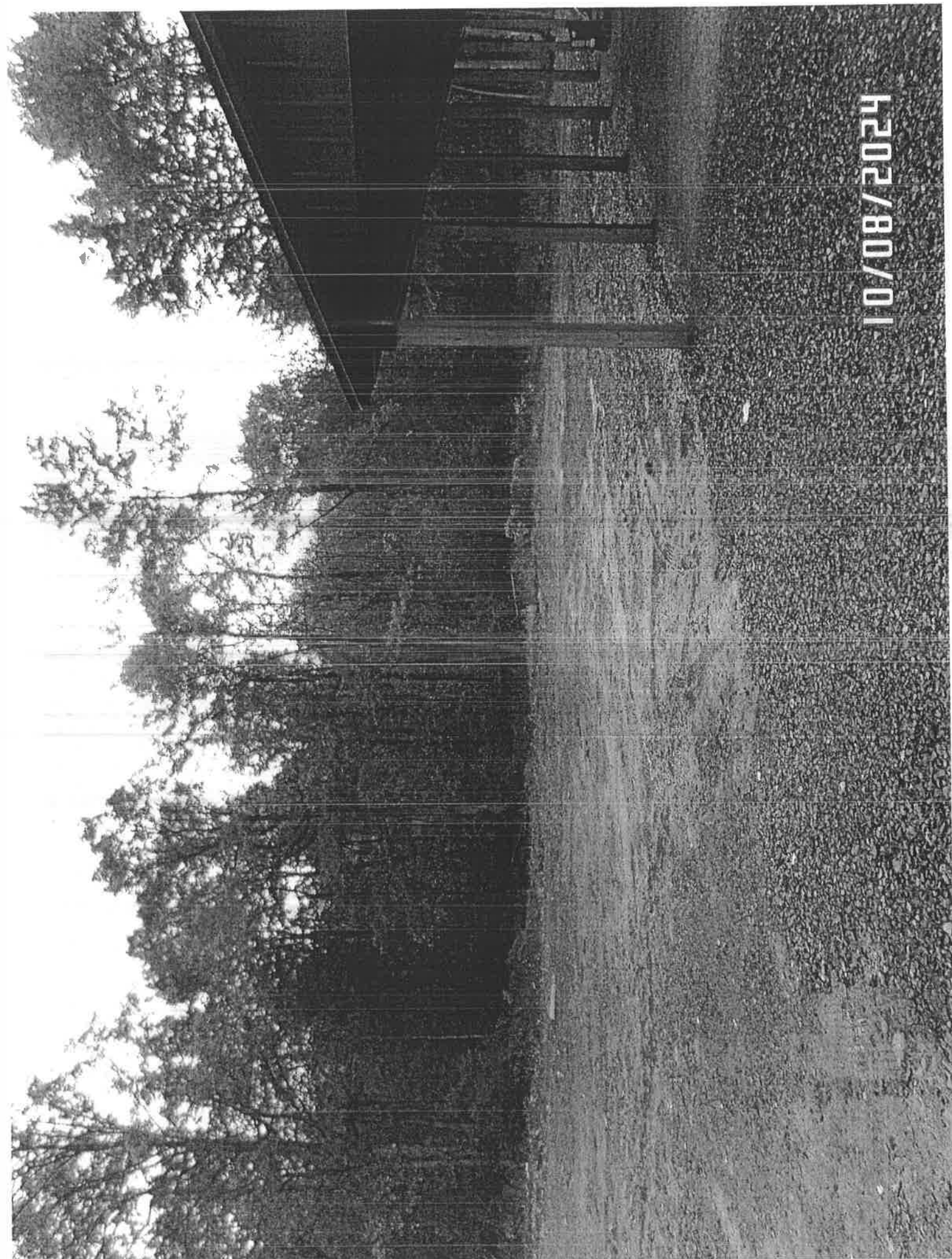
H202/80/01

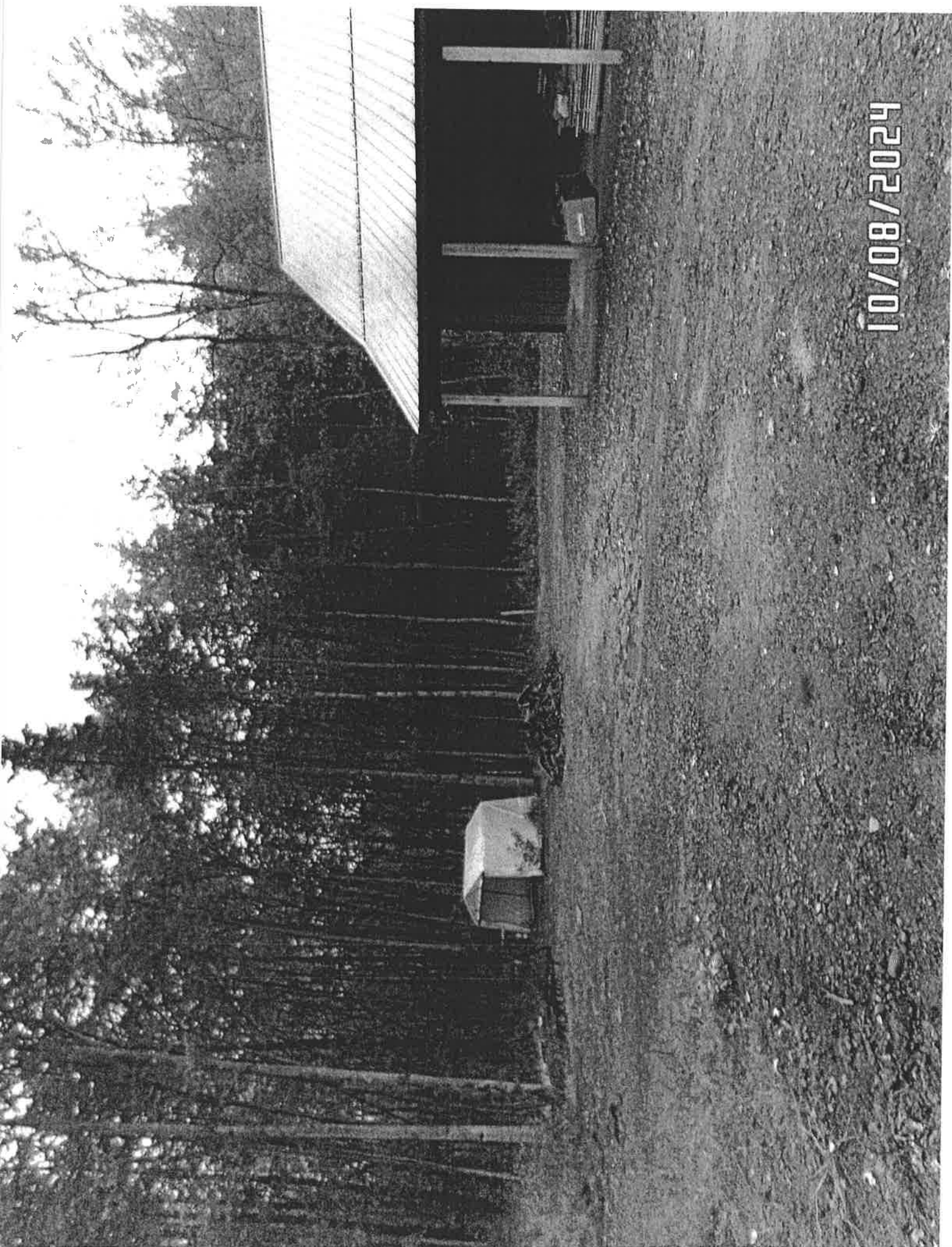


10/08/2024

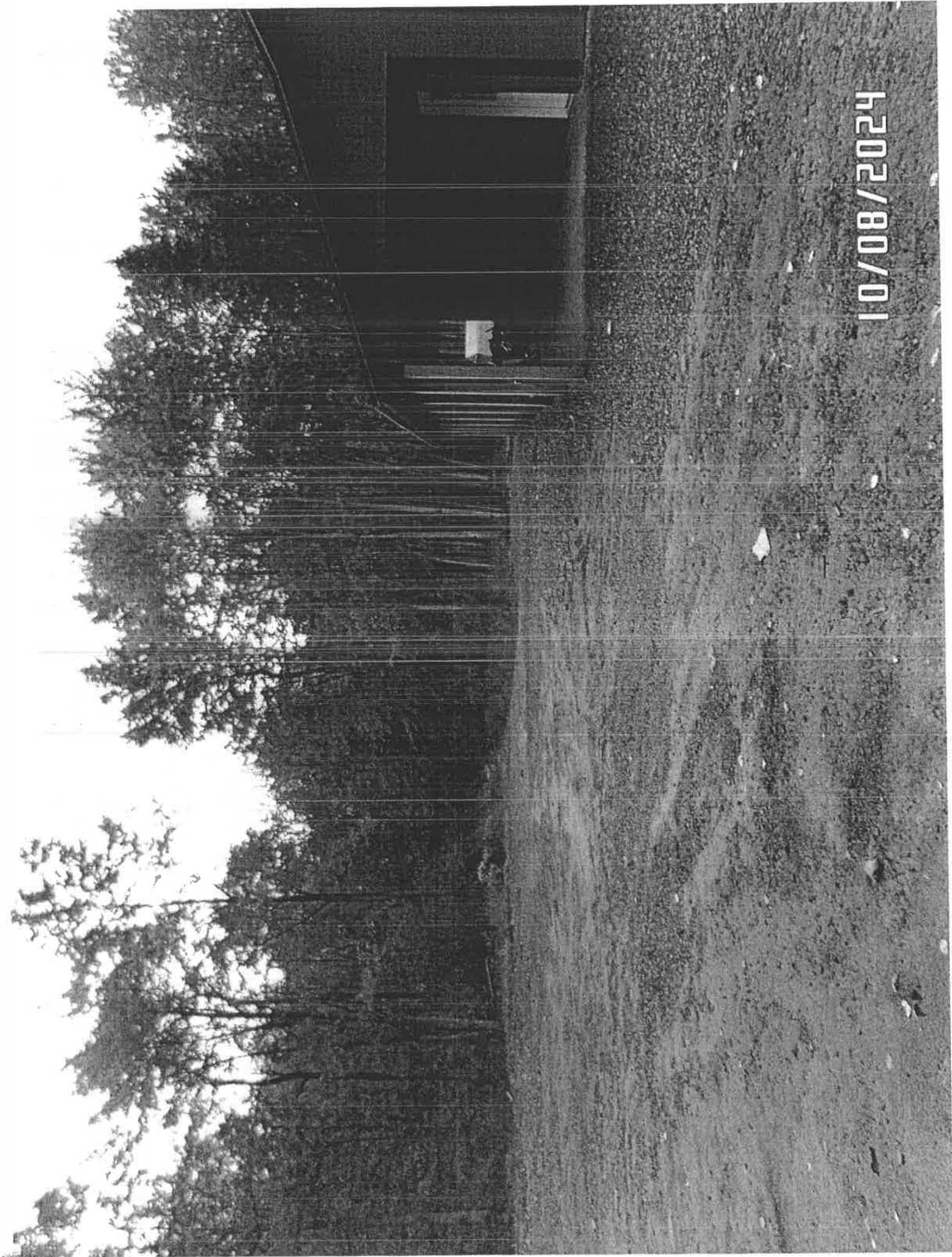


H202/80/01



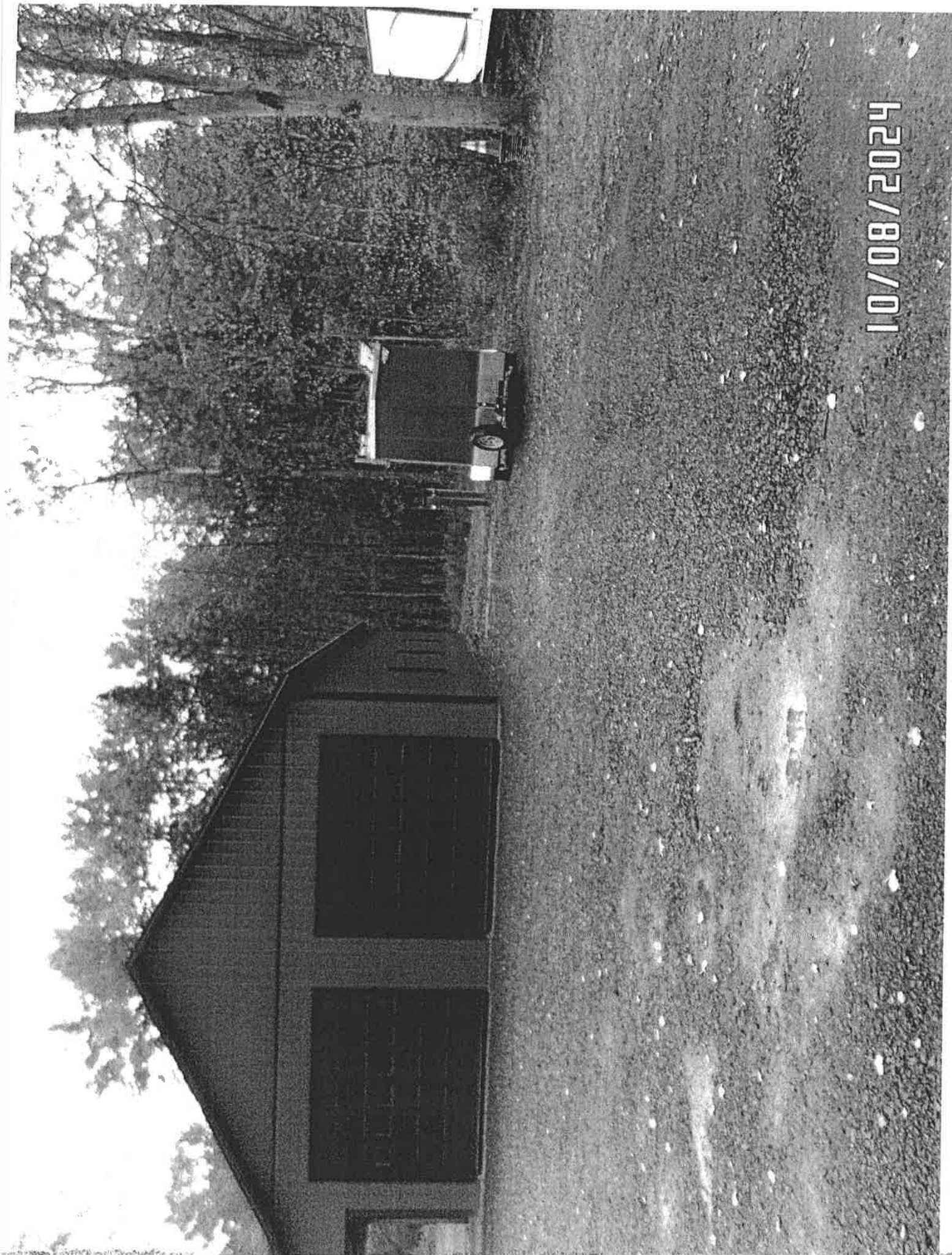


10/08/2024

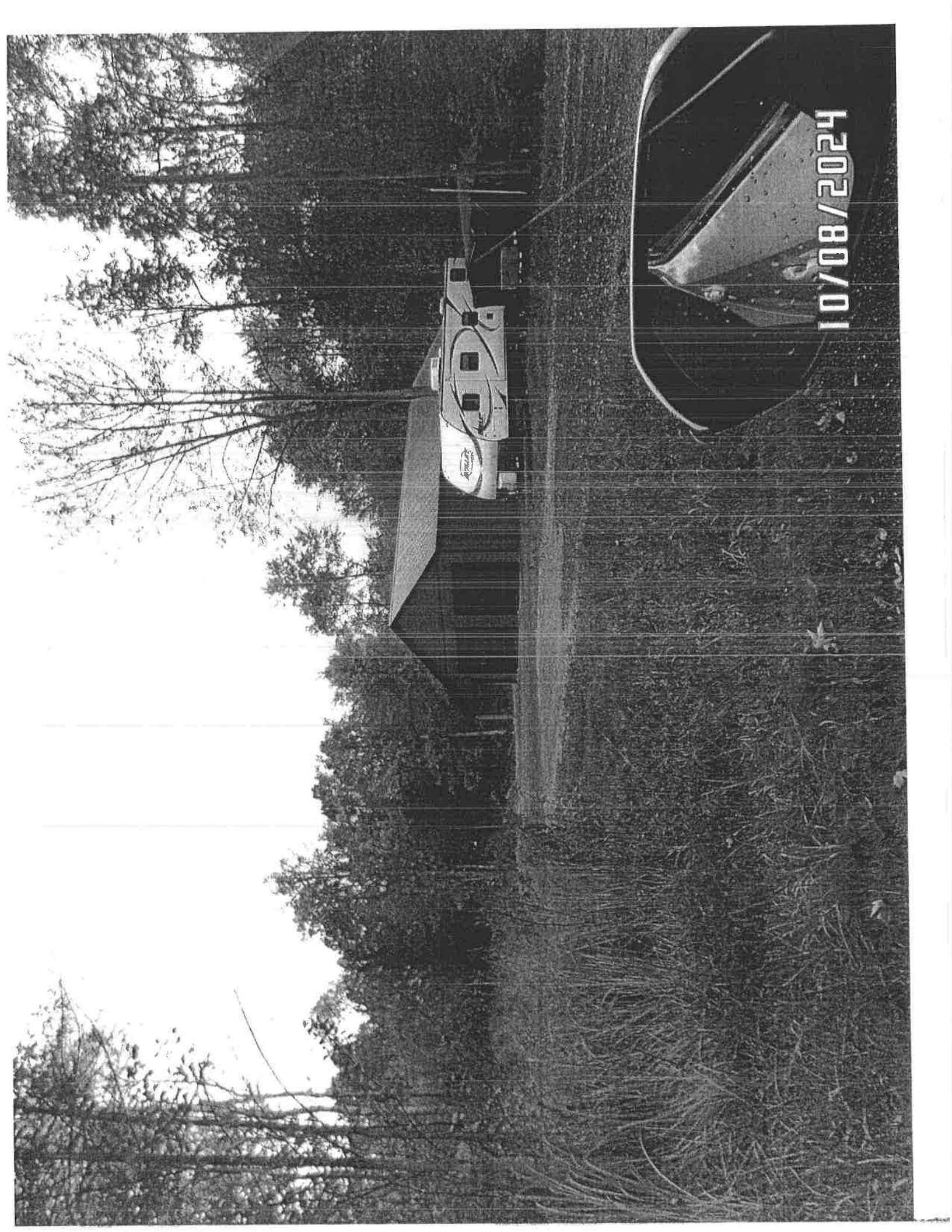


10/08/2024

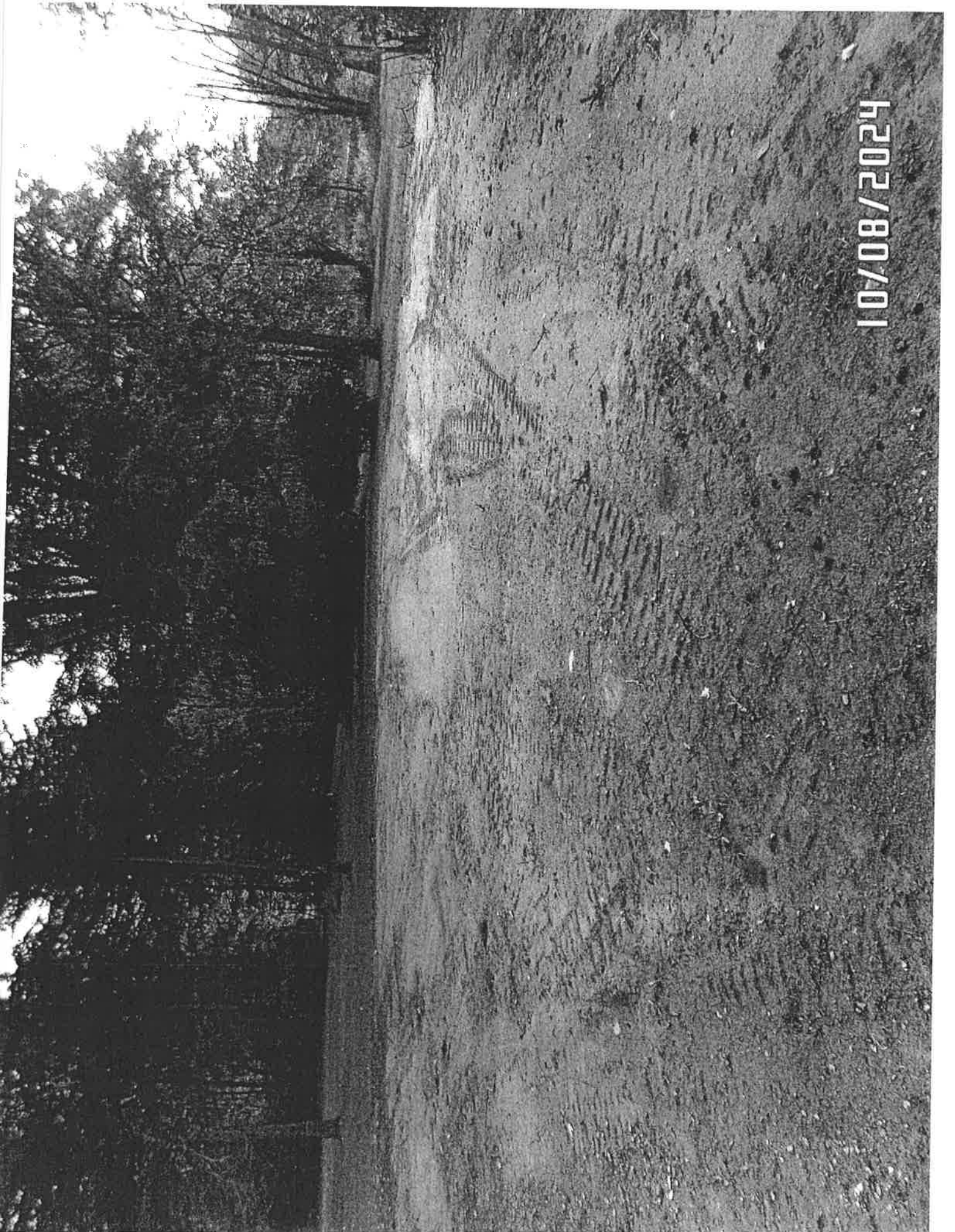
10/08/2024



10/08/2024



10/08/2024



ZONING

Use	Use Districts										
	A	R-1	R-2	R-3	N-C	D-C	C	L-I*	M-I*	C-S	
Recreational facility, public	C	C	C	C	C	C	C	C	C	C	
Recycling facility	NP	NP	NP	NP	NP	NP	NP	NP	C	NP	
Research and development facilities	NP	NP	NP	NP	NP	NP	C	C	C	NP	
Residential, upper floor	NP	NP	P	P	P	P	P	NP	NP	NP	
Restaurants, full-service	NP	NP	NP	NP	NP	C	C	C	C	C	
Restaurants, take-out	NP	NP	NP	NP	C	C	C	C	C	C	
Retail establishment	NP	NP	NP	NP	C	P	P	C	C	P	
Retail/Service, Neighborhood	NP	NP	NP	C	P	P	P	C	C	P	
Riding stables	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	
Rooming house/tourist home	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	
Schools, private and public	C	C	C	C	C	C	C	C	C	C	
Storage facility, self-service	C	NP	NP	NP	NP	NP	NP	C	C	NP	
Storage, outdoor	C	NP	NP	NP	NP	NP	NP	NP	C	NP	
Trucking terminal	NP	NP	NP	NP	NP	NP	NP	NP	C	NP	
Unhosted short-term rental use	C	NP	NP	C	C	C	C	NP	NP	C	
Warehousing	NP	NP	NP	NP	NP	NP	NP	C	C	NP	
Wholesaling and distribution	NP	NP	NP	NP	NP	NP	C	C	C	NP	
Wind Energy Conversion Systems	C	NP	NP	NP	NP	NP	NP	NP	NP	C	
Wireless communication facility	C	NP	NP	NP	NP	NP	NP	C	C	NP	

Notes:

* A conditional use permit shall be required for any use in a Manufacturing-Industrial (M-I) or Light Industrial (L-I) District.

P = Permitted principal uses as of right

NP = Prohibited uses

C = Use requires a conditional use permit to be permitted

A = Permitted accessory use as of right

USE DISTRICT KEY:

- A - Agricultural District
- R-1 Residential 1
- R-2 Residential 2
- R-3 Residential 3
- N-C Neighborhood Commercial
- D-C Downtown Commercial
- C Commercial District
- L-I Light Industrial
- M-I Manufacturing-Industrial
- C-S Community Services

ONEIDA CODE

Use	Use Districts									
	A	R-1	R-2	R-3	N-C	D-C	C	L-I'	M-I'	C-S
Dwelling, single-family detached	P	P	P	P	NP	NP	NP	NP	NP	NP
Dwelling, three-family	C	NP	NP	P	NP	NP	NP	NP	NP	NP
Dwelling, townhouse/condominium	C	NP	C	P	P	NP	NP	NP	NP	NP
Dwelling, two-family	P	NP	P	P	NP	NP	NP	NP	NP	NP
Electric vehicle charging station	A	A	A	A	A	A	A	A	A	A
Entertainment facility	NP	NP	NP	NP	NP	NP	C	C	NP	C
Excavation, commercial	C	NP	NP	NP	NP	NP	NP	NP	NP	NP
Fertilizer/Feed mill facility	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Financial institution	NP	NP	NP	NP	C	P	P	C	NP	P
Foster home	C	C	C	C	C	C	C	C	NP	C
Funeral home	NP	NP	NP	C	C	P	P	C	NP	P
Gasoline station	NP	NP	NP	NP	C	P	C	C	NP	P
Governmental structure or use	P	P	P	P	P	P	P	C	C	NP
Heavy equipment sales, repair, storage	C	NP	NP	NP	NP	NP	NP	C	C	P
Home business	A	A	A	A	AC	AC	AC	NP	NP	NP
Hospital	NP	NP	NP	NP	NP	NP	NP	NP	NP	AC
Hosted short-term rental use	C	C	C	C	C	C	C	NP	NP	P
Hotel/Motel/Inn	NP	NP	NP	NP	NP	P	P	NP	NP	C
Junkyard	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Large-scale solar systems	C	NP	NP	NP	NP	NP	NP	C	C	NP
Laundromat	NP	NP	NP	NP	P	P	P	C	C	C
Light manufacturing	NP	NP	NP	NP	NP	C	C	C	NP	C
Manufacturing	NP	NP	NP	NP	NP	NP	NP	C	C	NP
Medical office/clinic	NP	NP	NP	C	C	P	P	NP	NP	P
Medical laboratories	NP	NP	NP	NP	NP	NP	P	C	NP	P
Membership club	NP	NP	NP	NP	NP	C	C	C	NP	C
Mobile dwelling (farm use)	C	NP	NP	NP	NP	NP	NP	NP	NP	NP
Motor vehicle body shop	NP	NP	NP	NP	NP	NP	C	C	C	NP
Motor vehicle repair services w/o autobody repair	NP	NP	NP	NP	NP	C	C	C	C	NP
Motor vehicle sales	NP	NP	NP	NP	NP	NP	C	C	C	NP
Nursing home	NP	NP	C	C	NP	NP	NP	C	C	NP
Open space/greenway	P	P	P	P	P	P	P	C	C	C
Parking lots, structures as separate, primary uses	NP	NP	NP	NP	NP	C	C	C	C	C
Personal care service	NP	NP	NP	NP	C	P	P	C	C	P
Printing and publishing	NP	NP	NP	NP	NP	C	P	C	C	NP
Professional office	NP	NP	NP	NP	NP	P	P	NP	NP	P
Professional offices, minor	NP	NP	NP	C	C	P	P	NP	NP	P
Public utility facility	C	C	C	C	C	C	C	C	C	C
Recreational facility, commercial	C	NP	NP	NP	NP	P	P	C	NP	C

ZONING

190 Attachment 1

City of Oneida

TABLE A: SCHEDULE OF USES

[Added 4-18-2006 by Ord. No. 06-01¹; amended 5-5-2009 by Ord. No. 09-03; 3-3-2010 by Ord. No. 10-01; 6-21-2016 by L.L. No. 2-2016; 2-2-2021 by L.L. No. 3-2021; 12-6-2022 by L.L. No. 10-2022; 12-6-2022 by L.L. No. 11-2022]

Use	Use Districts										
	A	R-1	R-2	R-3	N-C	D-C	C	L-I*	M-I*	C-S	
Adult day-care facility	NP	NP	C	P	NP	NP	NP	NP	NP	C	
Agricultural uses	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	
Animal hospital	C	NP	NP	NP	NP	NP	C	C	NP	C	
Animal kennel	C	NP	NP	NP	NP	NP	C	C	C	NP	
Appliance and small equipment repair/sales	NP	NP	NP	NP	NP	P	P	C	C	NP	
Assembly and packaging of products/equipment	NP	NP	NP	NP	NP	NP	NP	C	C	NP	
Bar/Tavern	NP	NP	NP	NP	NP	C	C	C	C	NP	
Bed-and-breakfast	C	NP	NP	C	C	NP	NP	NP	NP	C	
Boardinghouse/rooming house/lodging house	C	NP	NP	C	C	C	C	NP	NP	C	
Broadcasting facility	NP	NP	NP	NP	NP	NP	P	C	C	NP	
Bulk fuel storage	NP	NP	NP	NP	NP	NP	NP	NP	C	NP	
Business office	NP	NP	NP	NP	NP	P	P	C	C	P	
Campground	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	
Car wash	NP	NP	NP	NP	NP	NP	C	C	C	NP	
Cemeteries	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	
Child day-care center	NP	NP	C	C	C	C	C	C	NP	C	
Church and religious institution	C	C	C	C	C	C	C	C	C	C	
Community center	C	C	C	C	C	C	C	C	C	C	
Community residential facility	NP	NP	C	C	C	NP	NP	NP	NP	C	
Concrete batch plant	NP	NP	NP	NP	NP	NP	NP	NP	C	NP	
Cultural facility	NP	NP	NP	NP	NP	P	P	P	NP	P	
Dormitory	C	NP	NP	C	C	C	C	NP	NP	C	
Drive-through facility	NP	NP	NP	NP	NP	C	C	C	C	C	
Dry cleaning, retail only	NP	NP	NP	NP	C	P	P	C	NP	P	
Duplex, two-family	P	NP	P	P	P	NP	NP	NP	NP	NP	
Dwelling, four-family	NP	NP	NP	P	NP	NP	NP	NP	NP	NP	
Dwelling, multifamily	NP	NP	NP	C	NP	NP	NP	NP	NP	NP	

¹ Editor's Note: This table replaced the former Zoning Schedule, which included both use and lot development standards, as amended.

and shall be so arranged as not to interfere with neighboring uses.

- (5) In commercial uses, dishes on top of buildings shall not exceed the allowable height specified for the district in which it is located and shall be installed securely so as to withstand winds up to 100 miles per hour.
- M. A private electric vehicle charging station is permitted as an accessory use for all dwellings and multiple-family dwellings. The electric vehicle charging station shall be approved upon submission of a completed electrical inspection to the Code Enforcement Officer. **[Added 6-21-2016 by L.L. No. 2-2016]**

- (3) A pool shall be surrounded by a fence at least four feet high and capable of preventing small children from entering. Aboveground pools with unclimbable vertical sides 48 inches or higher shall not have to be fenced. **[Amended 12-19-2000 by L.L. No. 6-2000; 6-16-2020 by Ord. No. 20-01]**
 - (4) No pool shall adversely affect the character of any residential neighborhood and all lighting or other appurtenances shall be so arranged as not to interfere with neighboring uses.
- I. A swimming pool to be constructed or installed as an accessory use to a tourist accommodation or as part of any commercial facility shall be permitted after application to and issuance of a permit by the Building Inspector/Code Enforcement Officer. Such swimming pool shall be so located as not to cause a hazard to public safety or nuisance to adjoining uses and shall be designed and located in accord with acceptable engineering standards and any applicable City or state requirements. Fencing requirements shall be the same as for a private pool.
 - J. A building, mobile home, trailer or other structure accessory to the construction project for office, storage or related construction use may be permitted upon issuance of a zoning permit by the Building Inspector/Code Enforcement Officer, such installation to be temporary and continued only for the duration of the construction project to which it is accessory. Such facility shall not be designed or used for living accommodations except for the nonpermanent accommodation of a clerk-of-the-works or night watchman, and shall be promptly removed upon completion of the construction project or part thereof to which it is accessory, such date to be determined by the Building Inspector/Code Enforcement Officer. Upon notice from the Building Inspector/Code Enforcement Officer, the zoning permit shall expire and the rights and privileges thereunder shall be vacated. Failure to remove such installation in a prompt manner after notice by the Building Inspector/Code Enforcement Officer shall be considered a violation of these regulations. Location of such a structure shall be at the discretion of the Building Inspector/Code Enforcement Officer.
 - K. The minimum setback of all principal and accessory buildings or structures in excess of 100 square feet, other than docks, boat houses, or swimming float, as hereinafter regulated, shall be a minimum distance of 50 feet from the mean high-water mark of any stream, river, or pond whether or not man-made.
 - L. A private dish antenna and its component shall be permitted as an accessory use to a dwelling unit only in accordance with the following: **[Amended 11-7-1984]**
 - (1) A dish antenna assembly shall be erected or constructed only in the side or rear yard of a lot and shall conform with the minimum side and rear yard requirements for the district in which it is located.
 - (2) Dish antennas consist of three main components: the antenna, called the dish; a low-noise amplifier (LNA); and a receiver. The antenna and LNA are located outdoors and the receiver is placed indoors.
 - (3) The antenna shall be supported on a concrete base of three to seven square feet.
 - (4) A dish antenna shall not adversely affect the character of any residential neighborhood

§ 190-14. Accessory buildings and uses.

On any lot, accessory buildings or use(s) in connection with the principal building or use may be constructed and located subject to the following:

- A. All accessory building or uses shall require a zoning permit and a certificate of compliance upon their completion as elsewhere required in these regulations.
- B. No more than two accessory buildings or uses in addition to any private automobile garage shall be permitted on any lot in conjunction with any standard use. Agricultural accessory buildings are an exception.
- C. The number and placement of accessory buildings and uses in conjunction with a conditional use, site plan review or planned development district shall be determined by the Joint Zoning Board of Appeals/Planning Commission in its revision and approval process. **[Amended 11-8-2017 by L.L. No. 5-2017]**
- D. Accessory buildings to a residential use which are not attached to a principal building may be erected in accordance with the following requirements:
 - (1) Front yard: not to be located in any required front yard.
 - (2) Rear or side yard: at least 10 feet from side or rear property line.
 - (3) Side yard, street side of corner lot: same as for principal building.
 - (4) No closer to a principal or other accessory building than 10 feet.
- E. An accessory building attached to a principal residential building or an accessory building to other than a residential use, whether attached to the principal building or not, shall comply in all respects with the requirements of these regulations applicable to the principal building.
- F. No accessory building or structure shall be constructed or located to house or provide shelter for animals, other than domestic household pets, on any lot less than one acre in size. Front, side and rear yard setbacks for any such building or structure designed to house or provide shelter for livestock shall be a minimum of 75 feet from each lot line.
- G. Except as provided for in § 190-13, the maximum height of any accessory building or structure shall be 1 1/2 stories or 18 feet, whichever is less, except that it shall not exceed the height of the principal building or use. Agricultural buildings and structures are excepted.
- H. A private, outdoor swimming pool shall be permitted as an accessory use to a dwelling unit only in accordance with the following:
 - (1) A pool shall be accessory to a principal residential use and shall be erected only on the same lot as the principal structure or one contiguous thereto.
 - (2) A pool may be erected or constructed only in the side or rear yard of the lot, shall conform with the minimum side and rear yard requirements for the district in which it is located and shall be not less than 10 feet distant from any principal or accessory building.

September 27, 2024

To Whom It May Concern:

I am looking for an interpretation of what codes were violated at 1140 Page Rd Canastota, and I'd also like to request a breakdown of what steps need to be taken, what paperwork needs to be completed and/or what permits I need to obtain to resolve this issue.

It was never my intention to violate codes or break any laws with having a barn built on my property. Before I started this project, about 1.5 – 2 years ago, I came to the codes office and met with officer James Ackerman. I asked him how I needed to go about getting permits to build a barn on my property. He told me that because I was zoned Agricultural, under that exemption I could build my barn without any permits. That did not sound accurate to me, and I questioned him, but he in fact reassured me that it is in the code book under exemptions.

I then ran into Mr. Ackerman a couple months after coming into the office and I asked him again if the information he gave me was accurate. Again he said that under the Farming/Agricultural clause I can build a barn without any permits. He said the only restriction is a height restriction and I would never hit that, so don't worry about it.

Mid-August of this year 2024 I had a barn built on my property without any permits, just as Mr. Ackerman had advised. This barn was constructed for farming needs. My intents is to raise chickens in the spring, then include beef cows and goats. We have also discussed amongst my family possibly starting a tree farm on parts of the property. I was planning to make an office inside the barn to handle any farming business (if permissible). This farm and barn are very important to us and we would like to find a way to resolve these issues promptly.

I went to the codes office before commencement of any projects in hope of guidance on how to move forward the right way, per city codes. I was misinformed not once, but twice, by an office I regarded as knowledgeable in his position. Now, because of his negligence, the future of my and my family's plan for this is in jeopardy. I understand everyone makes mistakes, but I'm quite concerned about the possibility of this mistake becoming a cumbersome problem for me, when I specifically did my due diligence to avoid any issues.

No, my question is where do we go from here to fix this? Is there actually a Farm/Agricultural exemption in the codes book? Is the problem with the building, the size, the lack of building permit, or is a barn not allowed under any circumstance?
I am hopeful we can figure out a reasonable way to resolve this for both parties.

I reserve the right to supplement this after retaining counsel if necessary.

Thank you,
Travis Clinch

CITY OF ONEIDA
DEPARTMENT OF PLANNING AND DEVELOPMENT



100 North Main Street
Oneida, New York 13421
Tel: 315-363-7467
Fax: 315-363-7572

APPLICATION FOR AN INTERPRETATION
OR APPEAL

The appeal concerns property at the following address:

1140 Pogoda Rd Oneida NY 13421

Zone _____ Ward _____

Tax Map # 21-1-91

Applicant Name: Trevin Clench

Signature: [Signature]

Address: 3850 Prospect St
Oneida NY 13421

Date: 9/26/24

Phone: 315-796-5618

Email: Trevin0520@gmail.com

If the property is not owned by the applicant, the applicant must submit a statement by the property owner authorizing the applicant to appeal on his/her behalf.

The applicant's appeal concerns property (choose one):

☒ Owned by the Applicant or the Applicant as Agent for the Owner

☐ Which is Adjacent to or Nearby Property owned by the Applicant

(Indicate the Tax Map Parcel No. of Such Property _____)

Zoning Officer Decision Being Appealed (attach additional documentation if necessary):

James Ackerman

Date of Code Enforcement Officer's Decision being appealed: 9/17/2024

Relevant Section of the Zoning Code: 33-3 & 190-14

Reason for the Appeal (Attach additional sheets if necessary):

Interpretation Fee: \$75 per Interpretation

Please make a check payable to City of Oneida

Date Modified 4/16/2023

Page 1 of 1

approved prior to the issuance of any permits.

4. The Applicant shall submit a Security Bond to the Director of Planning and Development, which complies with §47-21(3) of the Oneida City Code. The value of the bond shall be reviewed, confirmed, and adjusted to meet existing market conditions every three years to include additional monies for screening.
5. A final Stormwater Pollution Prevention Plan (SWPPP) shall be submitted and approved by the Director of Planning and Development before any permits are issued, ensuring that adequate measures are in place to manage stormwater runoff.
6. All solar panels within the Large-Scale Solar Energy System shall be equipped with an anti-reflective coating to minimize glare and potential impacts on neighboring properties.
7. The Applicant shall submit a finalized landscaping plan to the Director of Planning and Development, which shall be consistent with §143-18. The plan shall incorporate appropriate vegetation and screening elements to enhance the visual aesthetics of the site.
8. A self-locking gate shall be added to the entry of the access road, ensuring controlled access and security measures for the Large-Scale Solar Energy System.
9. A Key Box/Knox box shall be installed on the premises in accordance with the New York State Fire Code to provide emergency access for authorized personnel.
10. Construction shall be completed within one (1) year from this approval.

The aforementioned conditions shall be binding upon the Applicant, its successors, and assigns. Failure to comply with these conditions may result in the revocation of the site plan approval.

The Applicant is hereby granted site plan approval for the establishment of the Large-Scale Solar Energy System, subject to the conditions outlined in this resolution.

PASSED AND ADOPTED this day of November, 2024.

O. Perry Tooker
Chairperson, City of Oneida Joint Zoning Board of Appeals/Planning Commission

Moved by
Seconded by

Ayes:
Nays: 0

MOTION CARRIED

PCZBA Site Plan Modification for Large-Scale Solar Energy System

WHEREAS, the Joint Zoning Board of Appeals/Planning Commission (hereinafter referred to as "the Planning Board") has carefully considered the New York State SEQR review, declared lead agency on November 7, 2022 and conducted a coordinated review; and

WHEREAS, the Planning Board has carefully considered the New York State SEQR review, completed on June 13th, 2023, and has determined that the proposed project is in compliance with the applicable regulations and standards and issued a Negative Declaration; and

WHEREAS, the Planning Board has reviewed the application, conducted public hearings completed on June 13, 2023, and considered the potential impacts and benefits of the proposed development; and

WHEREAS, the Applicant submitted an amended application to reduce the size of the Large-Scale Solar Energy System on July 29, 2024 (the "Amended Application"); and

WHEREAS, the Amended Application is the same in all respects and the System has simply been reduced from a 35 acre limit of development with the solar array occupying 25 acres to a 21 acre limit of development with the solar array occupying 25 acres, including a 10 acre reduction in tree clearing; and

WHEREAS, the GML 239 Referral was received on April 21, 2023, and it was returned for local determination and the GML 239 Referral on the Amended Application was received on August 9, 2024, and it was returned for local determination; and

WHEREAS, The Planning Board finds that all potential environmental impacts of this Type I action were considered in the June 13, 2023 Negative Declaration and therefore no further environmental review is required for the reduced/Amended Application and the June 13, 2023 Negative Declaration is valid and remains in full force and effect without need for modification or amendment and is hereby reissued by the Planning Board; and

WHEREAS, the Planning Board finds that the proposed development LSE Norma, LLC (the "Applicant"), located at Upper Lenox Ave, Tax Map Number 45.-2-2.111, is in compliance with the applicable zoning regulations and is consistent with the goals and objectives of the City Comprehensive Plan; and

WHEREAS, the Planning Board has reviewed the application and conducted the necessary assessments; and

WHEREAS, the Planning Board finds that the proposed Large-Scale Solar Energy System is in compliance with the applicable site plan review and zoning regulations, subject to the conditions set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT ZONING BOARD OF APPEALS/PLANNING COMMISSION, does hereby grant site plan approval of the Large-Scale Solar Energy System in accordance with the site plan documents titled "Upper Lenox Ave Solar Farm", dated July 22, 2024, prepared by LaBella Associates subject to the following conditions:

1. The Applicant shall obtain all required permits and approvals, including building and sign permits, from the relevant authorities before commencing any construction activities.
2. Any dumpsters, trash, recycling, or other refuse receptacles associated with the project shall be appropriately screened and covered to ensure their visual impact is minimized.
3. In accordance with §47-21 of the Oneida City Code, the decommissioning plan for the Large-Scale Solar Energy System shall be finalized, submitted to the Director of Planning and Development, and

More Discussion Notes:

Abstain:

Grant the Site Plan Modification Resolution Approval with listed conditions – add extra conditions at bottom. Amended Motion (If required): _____

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay:

Abstain:

Additional Conditions:

1. The Applicant shall obtain all required permits and approvals, including building and sign permits, from the relevant authorities before commencing any construction activities.
2. Any dumpsters, trash, recycling, or other refuse receptacles associated with the project shall be appropriately screened and covered to ensure their visual impact is minimized.
3. In accordance with §47-21 of the Oneida City Code, the decommissioning plan for the Large-Scale Solar Energy System shall be finalized, submitted to the Director of Planning and Development, and approved prior to the issuance of any permits.
4. The Applicant shall submit a Security Bond to the Director of Planning and Development, which complies with §47-21(3) of the Oneida City Code. The value of the bond shall be reviewed, confirmed, and adjusted to meet existing market conditions every three years to include additional monies for screening.
5. A final Stormwater Pollution Prevention Plan (SWPPP) shall be submitted and approved by the Director of Planning and Development before any permits are issued, ensuring that adequate measures are in place to manage stormwater runoff.
6. All solar panels within the Large-Scale Solar Energy System shall be equipped with an anti-reflective coating to minimize glare and potential impacts on neighboring properties.
7. The Applicant shall submit a finalized landscaping plan to the Director of Planning and Development, which shall be consistent with §143-18. The plan shall incorporate appropriate vegetation and screening elements to enhance the visual aesthetics of the site.
8. A self-locking gate shall be added to the entry of the access road, ensuring controlled access and security measures for the Large-Scale Solar Energy System.
9. A Key Box/Knox box shall be installed on the premises in accordance with the New York State Fire Code to provide emergency access for authorized personnel.
10. Construction shall be completed within one (1) year from this approval.

Site Plan Modification Checklist

Name: LSE Norma, LLC

Address: 40 Tower Lane, Ste 201, Avon, CT 006001

Date: 11/12/24

Applicant:

Applicant Address:

Project Location: Upper Lenox Ave **Tax Map Number:** 45.-2-2.111

Proposed Modification: Large Scale Solar Facility

Applicant in attendance: Yes _____ No _____

Discussion (More Notes at the End)

SEQR

Lead Agency: City of Oneida PCZBA

Action Classification: Unlisted

Review: Uncoordinated

Determination: Negative Declaration

Proposed Motion: The PCZBA Moves to reaffirm the SEQR findings from the June 13, 2023 Meeting.

Comments:

	Moved	Second
Perry Tooker	<input type="checkbox"/>	<input type="checkbox"/>
Todd Schaal	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Kipp Hicks	<input type="checkbox"/>	<input type="checkbox"/>
Pat Thorpe	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	<input type="checkbox"/>	<input type="checkbox"/>

Aye:

Nay: