



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, November 16, 2022
6:30 PM

AGENDA

SUBJECT TO CHANGE

Meeting is open to the public and streamed live on YouTube.

VIEW THE MEETING LIVE - TOWN OF LANSING YOUTUBE CHANNEL

To find our YouTube Channel - Go to www.lansingtown.com, click on the “YouTube” Icon (red square) located on the bottom left corner of our Home Page.

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Hearing** - New Highway Building Project
 - a. Motion to Open/Close
5. **Resolutions**
 - a. [Resolution Declaring Intent to Establish Lead Agency Pursuant to State Environmental Quality Review 6 NYCRR Part 617.6 for Construction and Financing of a New Highway Department Facility](#)
6. **Privilege of the Floor:** Limited to 20 Minutes with a Maximum of 3 Minutes per Speaker
 - a. Optional Board Member Responses – Maximum 2 Minutes per Board Member
7. **Presentation**
 - a. New Tax Law Legislation - Jay Franklin, Director of Assessment
8. **Department Reports**
 - a. [Lansing Community Library Report](#) – Christine Eisenhut
 - b. [Lansing Youth Services Report](#) – Rick Alvord
 - c. [Tompkins County Legislator Report](#) – Mike Sigler
 - d. [Highway Report](#) – Mike Moseley
 - e. [Parks and Recreation Report](#) – Patrick Tyrrell
 - f. [Director of Planning Report](#) – C.J. Randall
9. **Consent Agenda**
 - a. [Motion Authorizing and Directing Code Revision Committee to Prepare Preliminary Draft Code Enforcement Local Law](#)

- [b.](#) Resolution Establishing 2023 Water Rates for the Town of Lansing Consolidated Water District and Users Thereof, Including District Extensions and Outside Users
- [c.](#) Resolution Accepting and Approving Execution of Updated 2023 Highway Association Agreement
- [d.](#) Resolution Approving 2023 Amended Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium

10. Motions and Resolutions

- [a.](#) Resolution Approving and Authorizing Execution of Town Center Lease to Kersat Landscaping Inc., Subject to Permissive Referendum
- [b.](#) Resolution Approving Audit and Budget Modifications and Supervisor’s Report

11. Board Member Reports

- a. Councilperson Andra Benson
- [b.](#) Councilperson Ruth Groff
- c. Councilperson Bronwyn Losey
- [d.](#) Councilperson Joseph Wetmore
- e. Supervisor Edward LaVigne

12. Work Session

- a. Process on Appointing People to Boards/Committees
- b. Building Permit Fee Schedule Update

13. Executive Session if Needed

- a. Motion to Enter/Exit

14. Adjourn Meeting

- a. Motion to Adjourn Meeting

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact the Town Clerk’s Office at 607-533-4142. Request should be made 72 hours prior to the meeting.

RESOLUTION DECLARING INTENT TO ESTABLISH LEAD AGENCY PURSUANT TO STATE ENVIRONMENTAL QUALITY REVIEW 6 NYCRR PART 617.6 FOR THE CONSTRUCTION AND FINANCING OF A NEW HIGHWAY DEPARTMENT FACILITY ON A TOWN-OWNED PARCEL OF LAND IN LANSING, NEW YORK, IN AND FOR THE TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$15,000,000

RESOLUTION 22-XX

RESOLUTION DECLARING INTENT TO ESTABLISH LEAD AGENCY PURSUANT TO STATE ENVIRONMENTAL QUALITY REVIEW 6 NYCRR PART 617.6 FOR THE CONSTRUCTION AND FINANCING OF A NEW HIGHWAY DEPARTMENT FACILITY ON A TOWN-OWNED PARCEL OF LAND IN LANSING, NEW YORK, IN AND FOR THE TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$15,000,000

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, 6 NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) requires that a Lead Agency be established for conducting environmental review of projects in accordance with local and state environmental law; and

WHEREAS, State Law specifies that for actions governed by local environmental review, the Lead Agency shall be that local agency which has primary responsibility for approving and carrying out the action; and

WHEREAS, the project hereinafter described is classified as a Type I Action under the State Environmental Quality Review Act §617.4(b)(6)(i) defined as “activities, other than the construction of residential facilities, which meet or exceed any of the following thresholds; or the expansion of existing nonresidential facilities by more than 50% of any of the following thresholds: (i) a project or action that involves the physical alteration of 10 acres,” which requires environmental review; and

WHEREAS, this capital project is Construction of a New Highway Department Facility on a Town-Owned Parcel of Land in Lansing, New York, in and for the Town of Lansing, Tompkins County, New York, at 10 Town Barn Road (Tax Parcel Numbers 30.-1-16.12 and 30.-1-16.11) including original furnishings, equipment, machinery, apparatus, appurtenances, site improvements, and other incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$15,000,000; and

WHEREAS, the Town Board is the local agency with primary responsibility for approving the action; and

WHEREAS, pursuant to §617.6(b)(3) of the State Environmental Quality Review Act (SEQRA), the aforementioned information must be mailed to all involved agencies notifying them that a

Lead Agency must be agreed upon within thirty (30) calendar days of the date that the aforementioned information is mailed to involved agencies; and therefore be it

RESOLVED, that the Town Board of the Town of Lansing hereby authorizes the mailing to all Involved Agencies of the aforementioned information, together with Notice that the Town Board intends to declare itself Lead Agency for purposes of SEQRA for this Type I Action, unless objection to such designation is received within thirty (30) days.

The question of the adoption of such proposed Resolution was duly motioned by Councilperson _____, duly seconded by Councilperson _____, and put to a roll call vote with the following results:

- Councilperson Andra Benson –
- Councilperson Bronwyn Losey –
- Supervisor Edward LaVigne –
- Councilperson Ruth Groff –
- Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on November 16, 2022.

Full Environmental Assessment Form
Part 1 - Project and Setting

Section 5, Item a.

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Town of Lansing Highway Department Building Replacement and Campus Renovation Project		
Project Location (describe, and attach a general location map): 10 Town Barn Rd, Lansing, NY 14882 (TPNs 30.-1-16.12 and 30.-1-16.11)		
Brief Description of Proposed Action (include purpose or need): Construction of a New Highway Department Facility on a Town-Owned Parcel of Land in Lansing, New York, in and for the Town of Lansing, Tompkins County, New York, at 10 Town Barn Road (Tax Parcel No. 30.-1-16.12) including new truck garage, offices, shops, maintenance areas, wash bays, and storage totaling 46,515 square feet (s.f.) of new space and renovation of 20,800 s.f. of existing cold storage. Project includes original furnishings, equipment, machinery, apparatus, appurtenances, site improvements, and other incidental improvements and expenses in connection therewith. The existing highway building is an approximately 28,400 s.f., 50-year-old structure with a small office space, one true maintenance bay, truck storage, and an attached pole barn for additional cold storage; it is undersized to support the Town population that has tripled since the building was constructed. Between the deterioration of the facility and the growth of the Highway Department, upgrades are required. The size of vehicles has grown since construction, making the interior space cramped and resulting in inadequate space for the fleet and for maintenance. The existing building has outdated service, systems, elements in disrepair, asbestos containing materials, roof leaking and cracking concrete. The current space does not have adequate space for training, restrooms, separate locker rooms and accommodations for female staff.		
Name of Applicant/Sponsor: Town of Lansing – Michael D. Moseley, Highway Superintendent	Telephone:607-533-4328	E-Mail:lansinghwy@lansingtown.com
Address:10 Town Barn Road		
City/PO:Lansing	State:NY	Zip Code:14882
Project Contact (if not same as sponsor; give name and title/role): Town of Lansing – C.J. Randall, Director of Planning	Telephone:607-533-7054	E-Mail:crandall@lansingtown.com
Address: 29 Auburn Road		
City/PO: Lansing	State: NY	Zip Code: 14882
Property Owner (if not same as sponsor):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board	Public Hearing – 11/16/2022 Anticipated approval – 12/21/2022
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	[exempt from review as governmental project]	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	[exempt from review as governmental project]	
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tompkins County Department of Health, Division of Environmental Health (OWTS)	To be determined
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDOT - within 500' of state highway intersection	To be determined
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACE Nationwide Permit, if needed	To be determined
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

Town Barn Facilities – Town of Lansing Parks, Recreation, and Trails Master Plan (2022); Town of Lansing Agricultural and Farmland Protection Plan (2015)

C.3. Zoning

Section 5, Item a.

- a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 Industrial / Research (IR) Zoning District
- b. Is the use permitted or allowed by a special or conditional use permit? Yes No
- c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 - i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

- a. In what school district is the project site located? Lansing Central School District
- b. What police or other public protection forces serve the project site?
 Tompkins County Sheriff Department and NYS Police, Trooper Barracks C
- c. Which fire protection and emergency medical services serve the project site?
 Lansing Fire District
- d. What parks serve the project site?
 Town Barn Fields, an open grass field featuring three ball fields which are predominately used by the Lansing Recreation teams

D. Project Details

D.1. Proposed and Potential Development

- a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? industrial and commercial
 - b. a. Total acreage of the site of the proposed action? 17.14 acres
 b. Total acreage to be physically disturbed? 9.28 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 18.76 acres
 - c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 224 Units: 46515 s.f.
 - d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 - i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 - ii. Is a cluster/conservation layout proposed? Yes No
 - iii. Number of lots proposed? _____
 - iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____
 - e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 - Total number of phases anticipated 3
 - Anticipated commencement date of phase 1 (including demolition) 7 month 2023 year
 - Anticipated completion date of final phase 12 month 2025 year
 - Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____
- Phase 1: New building construction to allow current facility to remain operational during construction; Phase 2: staff / equipment relocation; Phase 3: existing building partial demolition and conversion to unheated storage for trailers and other equipment

f. Does the project include new residential uses?

Yes No

If Yes, show numbers of units proposed.

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One Family Two Family Three Family Multiple Family (four or more)

Initial Phase _____
At completion _____
of all phases _____

g. Does the proposed action include new non-residential construction (including expansions)?

Yes No

If Yes,

- i. Total number of structures 3
- ii. Dimensions (in feet) of largest proposed structure: 35 height; 210 width; and 210 length
- iii. Approximate extent of building space to be heated or cooled: 46515 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?

Yes No

If Yes,

- i. Purpose of the impoundment: Stormwater management and fuel storage
- ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

Stormwater treatment practices, mainly of natural surface flows from precipitation _____

iii. If other than water, identify the type of impounded/contained liquids and their source.
gasoline and diesel fuel, purchased and stored for municipal and emergency uses, such as snow removal

iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: TBD acres

v. Dimensions of the proposed dam or impounding structure: TBD height; TBD length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
To be determined during development of Stormwater Pollution Prevention Plan (SWPPP)

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

Yes No

If Yes:

- i. What is the purpose of the excavation or dredging? _____
- ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 - Volume (specify tons or cubic yards): _____
 - Over what duration of time? _____
- iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials?

Yes No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting?

Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?

Yes No

If Yes:

- i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or _____

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:
• acres of aquatic vegetation proposed to be removed: _____
• expected acreage of aquatic vegetation remaining after project completion: _____
• purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
• proposed method of plant removal: _____
• if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: Bolton Point
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
If Yes:

i. Total anticipated liquid waste generation per day: 10,000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): Sanitary wastewater, wash bay

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site?
- Will a line extension within an existing district be necessary to serve the project?

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

Replacement of existing subsurface on-site wastewater treatment (septic) system, permitted by Tompkins County Department of Health

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 9.28 acres (impervious surface)

_____ Square feet or 9.28 acres (parcel size)

ii. Describe types of new point sources: curbs, gutters, swales

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

on-site stormwater management

- If to surface waters, identify receiving water bodies or wetlands: _____

- Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Heavy equipment, fleet vehicles

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?

Yes No
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If Yes:

- i. Estimate methane generation in tons/year (metric): _____
- ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

- i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
- ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

NYSEG electric and on-site renewable energy

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 24/7
- Saturday: _____ 24/7
- Sunday: _____ 24/7
- Holidays: _____ 24/7

ii. During Operations:

- Monday - Friday: _____ 6am-4pm and as needed
- Saturday: _____ 24/7 as needed for emergencies
- Sunday: _____ 24/7 as needed for emergencies
- Holidays: _____ 24/7 as needed for emergencies

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?

Yes No

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If yes:

i. Provide details including sources, time of day and duration:

Temporary noise that exceeds local ambient levels may occur during construction activities

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?

Yes No

Describe:

n. Will the proposed action have outdoor lighting?

Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Exterior lighting will be downward-directed (full cutoff). Photometric drawing to be included with construction drawings.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?

Yes No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day?

Yes No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?

Yes No

If Yes:

i. Product(s) to be stored Diesel fuel 8,000 gallons and gasoline 1,000 gallons currently stored on-site

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

Fuel island to be replaced (to receive canopy and replacement tanks / dispensers)

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?

Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices?

Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?

Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

• Construction: _____ tons per _____ (unit of time)

• Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

• Construction: _____

• Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

• Construction: _____

• Operation: Road millings. All scrap metal goes in a metal dumpster and is hauled away by a company when full

s. Does the proposed action include construction or modification of a solid waste management facility?

Yes No
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If Yes:

- i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
- ii. Anticipated rate of disposal/processing:
 - _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 - _____ Tons/hour, if combustion or thermal treatment
- iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

- i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____
If materials are Presumed or Confirmed ACM, the co-mingled or affixed non-ACM material will be removed and disposed of as ACM in accordance with New York State Asbestos Regulations under 12 NYCRR Part 56
- ii. Generally describe processes or activities involving hazardous wastes or constituents: _____
Appendix H: Asbestos, Lead-Based Paint, and PCB Caulk Survey, prepared March 8, 2021 by Bergmann Associates
- iii. Specify amount to be handled or generated 1 tons/month
- iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____
- v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____
Demolition to be determined; hazardous materials will be disposed of in accordance New York State Asbestos Regulations under 12 NYCRR Part 56

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
- Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.06	2.6	+1
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	8.22	7.22	-1
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation?

Yes No

Section 5, Item a.

i. If Yes: explain: A portion of the TPN 30.-1-16.12 is used for soccer fields (Town Barn Fields)

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?

Yes No

If Yes,

i. Identify Facilities:

e. Does the project site contain an existing dam?

Yes No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?

Yes No

If Yes:

i. Has the facility been formally closed?

Yes No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?

Yes No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?

Yes No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:

Yes No

- Yes – Spills Incidents database Provide DEC ID number(s): 512851
- Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
- Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

Spill file closed, was only limited surface contamination from asphalt emulsion mixing by third party lessor, and all soils were removed and replaced and DEC closed file upon completion of site remediation. Site is also adjacent to this site, and no disturbance is planned for 26 Town Barn Road (actual street address is 25 Town Barn Road).

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ (Dg) 200-1000 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: OaA – Ovid silt loam (0-6%) _____ 100 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: 4-15 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: 100 % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 898-234 Classification ^C _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____
birds _____
deer _____
rodents _____

n. Does the project site contain a designated significant natural community? Yes No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
• Currently: _____ acres
• Following completion of project as proposed: _____ acres
• Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
If Yes:
i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
If Yes:
i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
If Yes, provide county plus district name/number: TOMP001

b. Are agricultural lands consisting of highly productive soils present? Yes No
i. If Yes: acreage(s) on project site? 9.28
ii. Source(s) of soil rating(s): Tompkins County Soil Survey

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
If Yes:
i. Nature of the natural landmark: Biological Community Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

e. 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 Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. 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? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: Cayuga Lake Scenic Byway

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): scenic byway

iii. Distance between project and resource: _____ 0.84 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

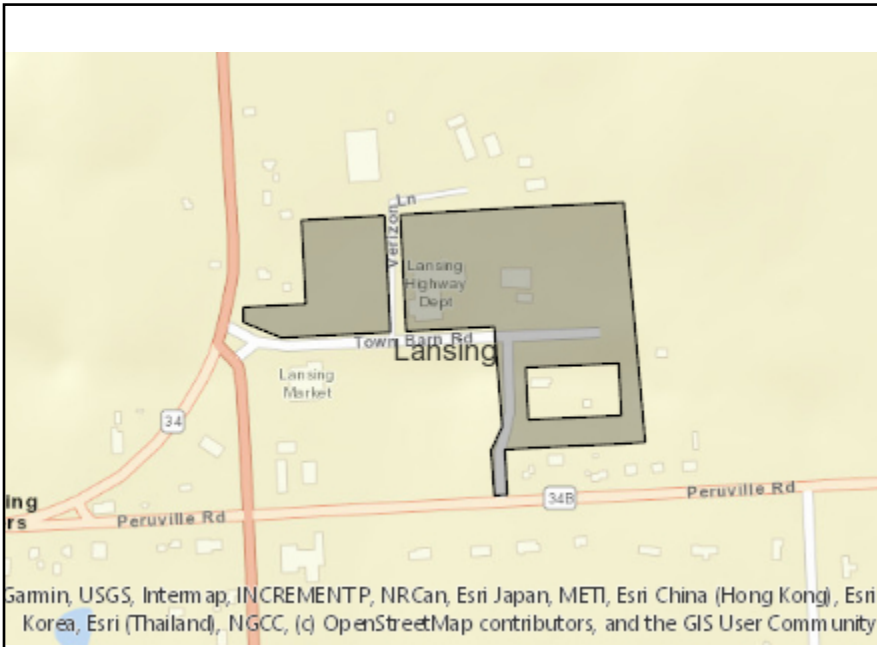
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name C.J. Randall Date 11/8/2022

Signature  Title Director of Planning



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	898-234
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.	
E.2.l. [Aquifers]	No	Section 5, Item a.
E.2.n. [Natural Communities]	No	
E.2.o. [Endangered or Threatened Species]	No	
E.2.p. [Rare Plants or Animals]	No	
E.3.a. [Agricultural District]	Yes	
E.3.a. [Agricultural District]	TOMP001	
E.3.c. [National Natural Landmark]	No	
E.3.d [Critical Environmental Area]	No	
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.	
E.3.f. [Archeological Sites]	Yes	
E.3.i. [Designated River Corridor]	No	

Highway Department Facility

Town of Lansing, NY

November 4, 2022

PROJECT NARRATIVE

The Town of Lansing Highway Department building was originally constructed in 1968 and includes an office wing constructed of load-bearing CMU walls and a sloped steel roof, a pre-engineered steel garage for vehicle storage and maintenance, and a connected cold storage area that was originally constructed as a wooden pole barn. The facility appears to be in mostly its original condition, with the pole barn having been adapted to have similar wall paneling to the remainder of the garage, the roofs of the garage and cold storage having been joined, and vestibules under the existing overhangs having been added onto the office wing at the North and South ends. Original construction drawings were provided to Bergmann. It is our understanding that the facility is no longer adequate in its current state to support the operations of the Highway Department, be it size, function, or conditions.

The Highway Department is located at 10 Town Barn Road, an approximately 17-acre parcel broken into three regions – 3.8 acres of open space used for sport fields separated by an access drive for Verizon, three acres for materials storage separated by Town Barn Road and the main parcel of approximately 10 acres that holds the primary highway garage, fuel island, salt shed, topsoil shed and materials storage. The highway garage is a 50-year-old structure with a small office space, one true maintenance bay, truck storage, and an attached pole barn for additional cold storage. Between the deterioration of the facility and the growth of the Highway Department, upgrades are required.

The existing single-story building is approximately 28,400 sf, and undersized to support the Town population that has tripled since the building was constructed. The size of vehicles has grown since construction, making the interior space cramped and resulting in inadequate space for the fleet and for maintenance. The existing building has outdated service, systems, elements in disrepair, asbestos containing materials, roof leaking and cracking concrete. The current space does not have adequate space for training, restrooms, separate locker rooms and accommodations for female staff.

To accommodate the current and future demands of the Highway Department, including expanded crews and changing demographics, a new building on the existing site is proposed. The new building would provide proper shelter for trucks, storage, maintenance, equipment, systems, technologies, and operations. This will allow the Highway Department to accommodate the growing Lansing population and improved operational efficiency in relocating the Parks and Recreation Departments to the facility.

The Town has previously entered into an agreement to provide area on the site and 24/7 access for a cell phone tower. The concept for development has accommodated this agreement, which has been modified to better locate the tower, fall zone, and access drive to meet the new development plans.

Proposed project Scope of Work:

- A new building in a new location on the existing site.
- The existing Truck Garage converted to Cold Storage.
- 46,515 sf Single-Story Facility Including:
 - 26,800 sf Truck Garage
 - House the entire fleet plus growth
 - Store Snow Plows



- Small Equipment not stored in cold storage
- 5,930 sf Offices
 - Highway Department Office Space
 - Parks and Recreation Department Office Space
 - Office Support Space
 - Conference Room
 - Men's and Women's Restrooms
 - Men's and Women's Locker Rooms
- 3,860 sf Shops
 - Signage Shop
 - Water Shop
 - Sewer Shop
 - Parks & Recreation Shop
- 4,300 sf Truck Maintenance
 - Three bays with in-ground lifts
 - Separated from truck storage
- 3,050 sf Parts Storage
- 875 sf Truck Wash Bay (exterior)
- 1,700 sf Building Circulation
- Salt Barn to be removed and relocated.
- New Employee/Visitor Parking relocation.
- Fuel Island Replacement and location external of the perimeter security fence to allow for external access by other Town departments.
- Existing Fenced Storage Area to remain.
- A new perimeter security fence surrounding the new facility providing a secure yard that the Highway Department does not currently have.
- Reinstallation of existing solar panels.

Phased Construction:

- New Building Construction to allow current facility to remain operational during construction.
- Staff / Equipment Relocation
- Existing building partial demolition and conversion to unheated Storage for trailers and other equipment



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
November, 2022

Submitted by Christine Eisenhut

1. There will be a presentation entitled Everyday Mindfulness with Diana Dimitrova on Saturday, November 19th at 11 am. This will be an interactive workshop introducing several mindfulness techniques. Please register for this event.
2. Volunteers are needed to help sort donations of books. For more information, please contact the library.
3. The library collected personal hygiene products to the Lansing Food Pantry during The Great Giveback, assisting more than a dozen families.
4. The artwork of Larry Beck will be on display through November and December.
5. The 13th annual Friends Artisan Fair will take place at the Town Hall on December 2-3rd. The on-line auction in October raised \$4,800.00.
6. Storytime is now in-person on Thursdays at 10:30 am with Ms. Shelley, the new Children's Librarian. There are several Fall themed events planned for the coming weeks.
7. Instructor John Burger hosts T'ai Chi classes at the Community Center on Fridays from 10:30-11:30 am.
8. The library continues to provide free delivery to Woodsedge.
9. The library has an Empire Pass and passes to the Museum of the Earth and the Cayuga Nature Center available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
10. The library is continuing to distribute free self-test COVID-19 kits, antibacterial wipes and N95 masks to Lansing households.
11. The LCL's Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
12. The library will be closed on Thursday, November 24th and Friday, November 25th for the Thanksgiving holiday.

Lansing Youth Services Town Board Report October 2022

Game On! Game on returned this year with tons of excitement for board and small group games. Participants in Game On play games in the Library of the Middle School. Board games are very popular, as well as construction games. Using Connects, one group made a rocket and created a game akin to the storytelling game where each student has an opportunity to add to the group's story. The group will also be playing small group games outdoors, like badminton, pickleball, Spikeball, and HORSE. 17 youth served.

Outdoor Adventure: Participants in Outdoor Adventure are very excited about our "group camp" construction. With the terrain changing drastically since students were there last Spring, a whole new realm of opportunities are available. Downed trees, an evolving coastline, and a new bridge view has refreshed the space and seems like a whole new wooded area to discover. 5-minute fires are a daily challenge, and improvements are obvious! 13 youth served.

Crafter's Corner: Crafter's Corner is a new program, incorporating daily fun with long term goals. Participants make crafts both for themselves and for the greater common goal of the group, creating high quality crafts to sell at the Lansing Artisan Fair in December. The group has been making Epoxy Resin paperweights and jewelry, Shrink art, paper quilling, stained glass art, and making sculptures out of Celluclay. 17 youth served.

Playscape Planners: Playscape Planners is a program that is in conjunction with the DECA Lab at Cornell, and a very fitting follow up to the PhotoVoice project. Students are looking at their outside green spaces and thinking about what features or potential opportunities could be created for themselves and their peers. Beginning at Myer's Park, participants are excited about dreaming of what their space could be, drawing up plans and working with researchers to flush out ideas and design. Trips to local outdoor spaces are around the corner! 8 youth served.

Youth Employment: Youth Employees have been busy at LYS programs as well as at the Public Library. LYS has an assistant every day, alternating between two awesome employees, with two more waiting to start in the next round of programs. Travis has presented to the Middle School Faculty about opportunities for Youth Employees and he will do the same at the High School to procure new opportunities for youth. 18 youth served.

Lansing Youth Services Town Board Report November 2022

Legos! Legos is back in action and students are extremely excited! The first day consisted of the “Full Sized Food” challenge and students made plates and meals they love to eat. Breakfast seemed to be the favorite with lots of eggs, bacon, and hash browns! Up next are structures, bridges, and the theme park creation using the real Legoland as inspiration. 16 youth served.

Outdoor Adventure: Outdoor Adventure returns with a charged energy for shelter construction as the previous group shared with their peers about what they had made so far. Primitive shelters will be followed by primitive fire making. The group will utilize friction fires via the bow drill, two person drills, hand drills, the Rudiger Roll, and the art of using ferro rods and Magnesium systems. 15 youth served.

Artisan Fair: The Artisan Fair is just around the corner and participants have the event in their sights. The group will make crafts to sell at the fair, which will be staffed by students and youth employees. In addition to some of the holiday themed crafts, the group has also branched out and made other crafts that highlight their skills and passions like preserving fall leaves in resin, making jewelry, canvas art, paper quilling variations, decorations, and dreamcatchers. 15 youth served.

Fun and Field Games: This program is all about playing games outdoors (when possible). With Rural Youth Services receiving a grant, this program made possible through new equipment and storage systems. Games like Spikeball, Kan Jam, Pickleball and Badminton will be taught and have light competitions involved with each. A Geocaching competition will conclude the program with prizes for the winners (and all)! 10 youth served.

Youth Employment: Youth Employees are entering the final stretch of the year and have been rather consistent in all of their placements. Lansing Youth Services has two assistants, two performing lighting and sound duties for the middle school musical, the Library team is going strong and at full capacity! One employee is now assisting in the high school and additional special event coming up will provide some new experiences for the employees! 18 youth served.

**Tompkins County Legislator
Michael Sigler
November 16, 2022**

Hello and thanks for having me. Again, I want to thank Dominick Recckio who's county reports I draw liberally from.

I'm happy to say we approved a budget for 2023. A few of the highlights, the tax rate will going down 45 cents per thousand. We were able to do that by cutting the rate, but also by drawing from what many of us consider an oversized fund balance. Keep in mind that even with that rate decrease, some will see an increase in taxes. If you are like me, you saw in increase in assessment. That looked like an about 10 percent average increase from \$205k to \$225k for the median home. We did keep the taxpayer in mind as we did last year and I want to thank Dan Klein for pushing for draw from fund balance to ameliorate any tax increase. As you may know, I pushed for a cut of the 4% county tax on heat. It failed, but I'll be putting forward a resolution to do that again for 2024, but more slowing so that it can be absorbed by the county.

We are discussing ways to help the homeless in Tompkins. It's a growing problem. When temperatures drop to 32 with windchill, the county is required to house the homeless. We had a presentation from DSS on his law. My question like always, what is an immediate actionable item we can do to help remedy the problem. DSS' answer is more Single Room Occupancy slots. That's where I push the county.

A public hearing was held at our November 1st meeting regarding the proposed County Charter changes needed to finalize the merger of the Tompkins County Public Health and Mental Health Departments. It is anticipated that the newly merged entity will be called "Tompkins County Whole Health." The resolution amending the Charter passed unanimously, 13-0.

A resolution was approved 8-4 (Legislators Sigler (R-Lansing), Mezey (D-Dryden), Shurtleff (R-Groton), and Brooks (D-Ithaca) in opposition) to establish a task force that will review the existing relationship between the County and Ithaca Area Economic Development (IAED). The need for a task force is called out in the memorandum of understanding between the parties. The task force would review the County's interest and provision of financial support, how best to fund the organization, and necessary operational changes. The results of the task force are expected no later than March 2023.

In opposition to the task force structure, I argued that there should have been a Republican Legislator on the group, even while Democrats are in the majority, detailing his sales experience with local businesses and the business leadership experience of other Republican Legislators Randy Brown (Newfield) and Lee Shurtleff (Groton). Sigler continued, "I don't know that it's great either to have everybody voting on this as a County employee. It's great that they're included on it, I don't know why we wouldn't extend voting positions (to other members who are not County employees,)" asking for an amendment that would extend voting positions to the non-employees – it failed 6-6 (Legislators Sigler, Brown, Shurtleff, Mezey (D-Dryden), Brooks (D-Ithaca), and John (D-Ithaca) in favor), with explanations from Legislators Dan Klein (D-Danby) and Deborah Dawson (D-Lansing) that this task force is to review the County's position and interests as it pertains to IAED and economic development, and therefore County personnel were listed as voting members.

Elections were last week as you know. I want to welcome Lea Webb as our new Senator. I'll personally miss Pam Helming who never forgot Lansing even though we were the only town in Tompkins in her district. She was a terrific representative. I also want to thank Rich David for running. He is beloved by his former constituents in Binghamton and carried Broome overwhelmingly, but Tompkins chose Lea Webb. I hope we'll see her soon. I also want to welcome Marc Molinaro our new Congressman, and congratulate Anna Kelles on her reelection.

HIGHWAY REPORT

November 2022

Road Maintenance

- Miscellaneous hot mix patch work
- Road shoulder work

Winter Maintenance

- Crew worked on prepping trucks for winter snow and ice removal

Intermunicipal Cooperation

- Assisted Village of Lansing with prepping for paving

Tree and Brush Maintenance

- Tree and brush maintenance along roadside
- Ongoing roadside mowing
- Right of way tree maintenance
- Brush pile grinding

Water

- Cut in 8 inch water valve for isolation and benefit of CWD

Miscellaneous

- Superintendent and Deputy Superintendent attended Streams 101 training with Tompkins County Water Resources Council
- No new updates from Stopen Engineering regarding Ludlowville Road (Crooked Hill)

**Parks & Recreation
November 2022
Town Board Meeting**

RECREATION

- Our 6th annual trunk or treat was successful again this year. We had 900 people come through the park on Halloween.
- Fall Riding is set to end next week, we will have more sessions in the spring.
- Indoor soccer began last week. All sessions are full except for our Kindergarten group. We anticipate those few spots will fill.
- We began our Lansing Recreation swim team on November 2nd. We have 28 participants; we will begin attending meets with this group in 2023.
- We are working to put together Saturday swim lessons beginning in January.
- Open bowling began last week at Memory Lanes in Groton.
- Youth basketball began for Boys and Girls grades 4-6. We really need gym space, it's very difficult scheduling around school sports. Our sessions are later in the evening than we would like.
- Scouts have been busy on the Lansing Center Trail, building new steps on a portion of Shortline Spur, they turned out beautiful.
- Restrooms are now closed on the Ballfields.
- We created a new pad for all our soccer goals at our shop location, making more room at the highway department.

PARKS

- Our nice weather allowed us to leave the water on at the park longer than expected. We winterized last week. Restrooms are now closed for the season.
- We completed our price list for 2023 adding a few new options.
- Our boat slip lottery is coming up in February of 2023, we set our prices and plan to distribute applications next month.
- Built and leveled a stone pad at trails for a new shed behind Scoops.
- NYSEG donated several trees for Salt Point, Myers Park and Center Trail. They were planted last week.

Planning Department Update: November 2022

To: Town Board

From: C.J. Randall, Director of Planning

CORE PLANNING FUNCTIONS

- **Planning Board staff support**
 - Minor Subdivision – 286 Jerry Smith Rd
 - Negative Declaration of Environmental Significance, Preliminary and Final approval granted – 10/24
- **Zoning Board of Appeals staff support**
 - Area variance for emplacement of accessory structure – 99 Armstrong Rd
 - Granted 10/11
- **Stormwater Management**
 - SMO attended Green Infrastructure Training on 10/12
- Coordinated and attended Water & Sewer Advisory Committee meeting on 10/5
- Attended Tompkins County Planning Advisory Board (PAB) meeting on 10/11
- Participated in Tompkins County Building Code Administration Study consultant selection meetings on 10/20, 10/25 and 10/26
- Participated in Tompkins County Manufacturing and Development Expo at TC3 with Code Enforcement Officer Scott Russell (and Town of Ithaca Director of Codes) on 10/7

PROJECT MANAGEMENT

- Coordinated and attended Capital Improvement Committee meeting on 10/5
- Completed Tompkins County Community Recovery Fund application for NYS-34/34B Corridor Study on 10/25 and 10/31
- Debriefed with NYSDEC and Highway Superintendent on unsuccessful vacuum truck grant application on 10/27

LAND USE WORK PROGRAM

Scope of work and schedule of adoption located at: <https://bit.ly/RAZoningupdate>

- **Zoning and Land Use Regulations Update**
 - Coordinated and attended Code Revision Committee meeting on 10/6; recommended Preliminary Draft text and map amendments for Agriculture (AG) Zoning District; Rural Agricultural (RA) Zoning District; Site Plan review; and Site Development Standards (<https://www.lansingtown.com/planning-code/page/rural-agricultural-ra-zoning-district-and-map-update>)
- **Yellow Barn Solar 160 MW Solar Energy Facility project**
 - Coordinated Yellow Barn Solar meetings on 10/5, 10/7, 10/19, 10/25, and 10/26

COMMITTEE MANAGEMENT

- **Conservation Advisory Council staff support**
 - Attended meeting on 10/6
 - Attended Lansing Survey Distribution Coordination meeting with Open Space Index consultants on 10/25

**MOTION AUTHORIZING AND DIRECTING THE CODE REVISION COMMITTEE
TO PREPARE PRELIMINARY DRAFT CODE ENFORCEMENT LOCAL LAW**

MOTION M22-

**MOTION AUTHORIZING AND DIRECTING THE CODE REVISION COMMITTEE
TO PREPARE PRELIMINARY DRAFT CODE ENFORCEMENT LOCAL LAW**

Motion that the Code Revision Committee is authorized and directed to prepare Preliminary Draft Code Enforcement Local Law in accordance with the Code Revision Committee Preliminary Report dated November 3, 2022.

RESOLUTION ESTABLISHING 2023 WATER RATES FOR THE TOWN OF LANSING CONSOLIDATED WATER DISTRICT AND USERS THEREOF, INCLUDING DISTRICT EXTENSIONS AND OUTSIDE USERS

RESOLUTION 22-

RESOLUTION ESTABLISHING 2023 WATER RATES FOR THE TOWN OF LANSING CONSOLIDATED WATER DISTRICT AND USERS THEREOF, INCLUDING DISTRICT EXTENSIONS AND OUTSIDE USERS

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town of Lansing is a member municipality of the Southern Cayuga Lake Intermunicipal Water Commission (“Bolton Point”) and a signatory to Bolton Point’s Intermunicipal Cooperative Agreements as periodically updated since 1979 (the “Agreement”); and

WHEREAS, the Town and the Consolidated Water District (“CWD”) purchase water from Bolton Point as a supplier for the CWD, CWD extensions and districts, outside users, fire-fighting and other municipal purposes, and for use and consumption by residents; and

WHEREAS, the 2023 water rate from Bolton Point is \$6.03 per thousand gallons, and the Town must set its rates for the CWD and its districts and users; and

WHEREAS, upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED, that the Town Board of the Town of Lansing does hereby establish the following water rates for the Town of Lansing residents within the Town of Lansing Consolidated Water District for the year 2023.

Water Rate (SCLIWC)	\$ 6.03 per thousand gallons
Operation and Maintenance Fee (TOL)	<u>\$ 1.02 per thousand gallons</u>
TOTAL RATE	\$ 7.05 per thousand gallons

BE IT FURTHER RESOLVED, that #1, #2, #4 and #5 accounts are not included in the current Town of Lansing Consolidated Water District. Therefore, the Town Board of the Town of Lansing does hereby establish the following water rates for the Town of Lansing residents in the #1 accounts being Algerine and Lansing Station Roads, #2 and #4 accounts being Drake Road and #5 accounts being Peruville Road. This rate will also include future water district extensions established in the year 2023.

Water Rate (SCLIWC)	\$ 6.03 per thousand gallons
Operation and Maintenance Fee (TOL)	<u>\$ 1.67 per thousand gallons</u>
TOTAL RATE	\$ 7.70 per thousand gallons

BE IT FURTHER RESOLVED, that #9 account Outside User Agreement residents using CWD services and water must pay 2 times the combined water and tax rate of the users that are not included in the current Town of Lansing Consolidated Water District, as outside users must equalize the taxed capital costs of the CWD that inside users must pay. This rate will be charged until such time as the applicant's lands are brought within the Consolidated Water District.

Water Rate (SCLIWC)	\$ 6.03 per thousand gallons
Operation and Maintenance Fee (TOL)	\$ <u>9.37</u> per thousand gallons
TOTAL RATE	\$ 15.40 per thousand gallons

RESOLUTION ACCEPTING AND APPROVING EXECUTION OF UPDATED 2023 HIGHWAY ASSOCIATION AGREEMENT

RESOLUTION 22-

**RESOLUTION ACCEPTING AND APPROVING EXECUTION OF
UPDATED 2023 HIGHWAY ASSOCIATION AGREEMENT**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, through its Steward in Summer of 2022, the Highway Association, as a recognized employee bargaining unit, requested bargaining to update the existing collective bargaining agreement and cover a new term, January 1, 2023 to December 31, 2023; and

WHEREAS, representatives of the bargaining unit and the Town duly met and bargained the terms, conditions of employment in, and the final language of such proposed updated Highway Association Agreement (the “Agreement”), and the parties tentatively agreed upon the final form of said Agreement; and

WHEREAS, the bargaining unit duly met and approved by majority vote the Agreement and has requested that the Town now proceed to do the same, and the Agreement having been submitted to the Town Board for review and approval prior to and at this meeting, and the Town Board having deliberated thereupon, now, upon motion duly made the Town Board of the Town of Lansing has duly RESOLVED as follows:

1. The Highway Association Agreement, dated through December 31, 2023, be and hereby is accepted and approved.
2. The Town Supervisor be and hereby is authorized to execute the same by, for, on behalf of, and in the name of the Town of Lansing.

RESOLUTION APPROVING THE 2023 AMENDED MUNICIPAL COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

RESOLUTION 22-

RESOLUTION APPROVING THE 2023 AMENDED MUNICIPAL COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

WHEREAS, the Town of Lansing is a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium"), a municipal cooperative organized under Article 47 of the New York Insurance Law, and

WHEREAS, the municipal participants in the Consortium, have approved and executed a certain Municipal Cooperation Agreement (the "Agreement"; effective date of October 1, 2010) and the 2023 Amendment that provides for the operation and governance of the Consortium, and

WHEREAS, the Consortium's Board of Directors has recommended approval of the 2023 amended agreement, and

WHEREAS, the Municipal Cooperative Agreement requires that amendments to the agreement be presented to each participant for review and adopted by each municipal board,

RESOLVED, that the Town of Lansing approves and authorizes the Chief Executive Officer to sign the 2023 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium,

RESOLVED, further, that the Clerk of the Town of Lansing is hereby authorized to execute this Resolution to indicate its approval, transmit a copy thereof to the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium, and take any other such actions as may be required by law.

2023 Municipal Cooperative Agreement Signature

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date adopted by the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors and subsequently adopted by the Municipal Corporation named below.

Municipal Corporation

Printed Name of Chief Elected Official or Chief Officer Title

Signature

Date



Greater Tompkins County Municipal Health Insurance Consortium

P.O. Box 7 • Ithaca, New York 14851 • (607) 274-5590
Headquarters: 215 N. Tioga Street, Ithaca, NY 14850
www.healthconsortium.net • consortium@tompkins-co.org

"Individually and collectively we invest in realizing high quality, affordable, dependable health insurance."

2023 AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT (Adopted September 22, 2022; effective January 1, 2023)

THIS AGREEMENT (the "Agreement") made effective as of the 1st day of October 2010 (the "Effective Date"), and as amended herein, by and among each of the signatory municipal corporations hereto (collectively, the "Participants").

WHEREAS:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental, and/or vision)

to those Enrollees that each Participant individually elects to include in the Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Medical Plan(s)"), as that term is defined by Section 4702 (e) of the Insurance Law.

2. The following Participants shall comprise the current membership of the Consortium:

Municipality Name	Effective Date
City of Ithaca	1/1/2011
County of Tompkins	1/1/2011
Town of Caroline	1/1/2011
Town of Danby	1/1/2011
Town of Dryden	1/1/2011
Town of Enfield	1/1/2011
Town of Groton	1/1/2011
Town of Ithaca	1/1/2011
Town of Ulysses	1/1/2011
Village of Cayuga Heights	1/1/2011
Village of Dryden	1/1/2011
Village of Groton	1/1/2011
Village of Trumansburg	1/1/2011
City of Cortland	1/1/2013
Town of Lansing	1/1/2013
Town of Willet	1/1/2015
Village of Homer	1/1/2015
Town of Marathon	1/1/2016
Town of Truxton	1/1/2016
Town of Virgil	1/1/2016
Town of Aurelius	1/1/2017
Town of Cincinnatus	1/1/2017
Town of Montezuma	1/1/2017
Town of Moravia	1/1/2017
Town of Preble	1/1/2017
Town of Scipio	1/1/2017
Town of Springport	1/1/2017

Municipality Name	Effective Date
Village of Union Springs	1/1/2017
Town of Homer	1/1/2018
Town of Newfield	1/1/2018
Town of Owasco	1/1/2018
County of Seneca	1/1/2019
Town of Big Flats	1/1/2019
Town of Mentz	1/1/2019
Town of Niles	1/1/2019
Town of Sennett	1/1/2019
Village of Freeville	1/1/2019
Village of Horseheads	1/1/2019
Village of Lansing	1/1/2019
Town of Horseheads	1/1/2020
Town of Spencer	1/1/2020
Lansing Library	1/1/2020
Village of Watkins Glen	1/1/2020
Town of Catharine	1/1/2021
Town of Cuyler	1/1/2021
Town of Dix	1/1/2021
Town of Hector	1/1/2021
Town of Tioga	1/1/2021
Village of Owego	1/1/2021
Town of Erwin	1/1/2022
Town of Throop	1/1/2022
Village of Minoa	1/1/2022
Village of Fayetteville	1/1/2022

Municipality Name	Effective Date
Town of Camillus	1/1/2023
Town of DeRuyter	1/1/2023
Town of Dewitt	1/1/2023
Town of Hastings	1/1/2023
Town of Onondaga	1/1/2023
Village of Camillus	1/1/2023
Village of Skaneateles	1/1/2023
Dewitt Fire District	1/1/2023

3. Membership in the Consortium may be offered to any municipal corporation as defined in N.Y. Insurance Law Section 4702(f) within the geographical boundaries of the Counties of Tompkins, Broome, Cayuga, Chenango, Chemung, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Oswego, Tioga, Schuyler, Seneca, Steuben, Wayne, and Yates, provided however that, in the sole discretion of the Board (as defined below), the applicant provides satisfactory proof of its financial responsibility. Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto, and applicable law. Upon admission of any new Participant, the Consortium shall amend Section A(2) of this Agreement to reflect that change in membership, which must be submitted to the New York State Department of Financial Services (“DFS”) for approval. The geographic boundaries of the Consortium shall not be expanded beyond the above-listed counties without amendment of the MCA, submitted to DFS for approval, and prior DFS approval of an amendment to the Certificate of Authority.

4. The Board, in its sole discretion, and by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the geographical boundaries set forth in Section A(3) to become Participants subject to satisfactory proof, as determined by the Board, of such municipal corporation’s financial responsibility. Such corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.

5. Participation in the Medical Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant shall not be permitted without a Board approved waiver. Participants with a waiver allowing active employees not enrolled in Consortium benefit plan options, must, within 3 (three) years of the date of enrolling in the Consortium, fully enroll all of their active employees in Consortium plan options. Failure to comply with this provision may be grounds for termination from participation in the Consortium as defined in Section Q(3).

6. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.

7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re- entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

B. PARTICIPANT LIABILITY.

1. The Participants shall share in the costs of, and assume the liabilities for benefits (including medical, surgical, and hospital) provided under the Medical Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the governing board of the municipal cooperative health benefit plan, as set forth in Section L(4) of this Agreement or as ordered by the Superintendent or under Article 74 (seventy four) of the New York State Insurance Law. The pro rata share shall be based on the Participant's relative "premium" contribution to the Medical Plan(s) as a percentage of the aggregate "premium" contribution to the Medical Plan(s), as is appropriate based on the nature of the assessment or contribution.

2. New Participants (each a "New Participant") who enter the Consortium may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Medical Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board, and shall be disclosed to the New Participant prior to its admission.

3. Each Participant shall be liable, on a pro rata basis, for any additional assessment required in the event the Consortium funding falls below those levels required by the Insurance law as follows:

- a. In the event the Consortium does not have admitted assets (as defined in Insurance Law Section 107) at least equal to the aggregate of its liabilities, reserves, and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.
- b. Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal of a Participant.
- c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

C. BOARD OF DIRECTORS.

1. The governing board of the Consortium, responsible for management, control and administration of the Consortium and the Medical Plan(s), shall be referred to as the "Board of Directors" (the "Board"). The voting members of the Board shall be composed of one representative of each Participant and representatives of the Joint Committee on Plan Structure and Design (as set forth in Section C(11)), who shall have the authority to vote on any official action taken by the Board (each a "Director"). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.

2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Consortium's Chairperson in writing of its selection of a new designee to represent the Participant as a Director.

3. Directors shall receive no remuneration from the Consortium for their service and shall serve a term from January 1 through December 31 (the "Plan Year").

4. No Director may represent more than one Participant.

5. No Director, or any member of a Director's immediate family, shall be an owner, officer, director, partner, or employee of any contractor or agency retained by the Consortium, including any third-party contract administrator.

6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board”, as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.

While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing videoconferencing that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses.

7. Each Participant may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, be authorized to exercise the Participant's voting authority. Only alternate Directors with voting authority shall be counted toward a quorum. The Joint Committee on Plan Structure and Design may designate alternate Directors as set forth in Section C(11).

8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on an annual basis, at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual Meeting”) in September of each Plan Year.

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least a three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event the three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

10. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Consortium, the Chairperson may send resolutions regarding said actions via electronic communication to each and all of the Directors. The Directors may then electronically communicate their approval or disapproval of said resolution via signed document to the Chairperson. In accordance with NY Business Corporation Law Section 708(b), unanimous consent is required for the Chairperson to act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board.

11. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Representatives (as defined in Section K) (collectively the “Labor Representatives”) shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board's meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives' voting authority.

D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event,

the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

2. For purposes of this Section D, each Director shall receive votes as follows:

- a. Each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.
- b. Each Director representing a Participant with more than five hundred (500) Enrollees shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above minus the number of Labor Representative votes, divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
- c. The Labor Representatives shall be entitled to one (1) vote each.

3. Attached as Addendum “A” to this Agreement is an example of the application of the voting formula contained in subparagraph “2” of this Section.

4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

E. ACTIONS BY THE BOARD

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required, in accordance with N.Y. Insurance Law § 4705, to take action on the following matters:

- a. In accordance with N.Y. Insurance Law § 4705 (d) (5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 1st of each year and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Medical Plan(s) on the basis of a community rating methodology in accordance with N.Y. Insurance Law Section 4705(d)(5)(B) and filed with and approved by the Superintendent.
- b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Insurance Law § 4705 (e)(1).
- c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Insurance Law § 4705(d)(4).
- d. To select and approve the benefits provided by the Medical Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Insurance Law Section 4709,

a copy of the Medical Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.

- e. In accordance with N.Y. Insurance Law § 4705(d)(2) and N.Y. General Municipal Law § 119-o(2)(d) & (2)(i), the Board may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.
- f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Insurance Law Sections 4707 and 4705(d)(3).
- g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Insurance Law Section 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.
- h. In accordance with N.Y. Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
- i. In accordance with N.Y. Insurance Law § 4705 (d)(5)(A), designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state.
- j. In accordance with N.Y. Insurance Law § 4705 (a)(6), designate the fiscal officer of a participating municipal corporation to be the Chief Fiscal Officer of the municipal cooperative health benefit plan, and who will serve on the Executive Committee.

2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:

- a. To fix the frequency, time and place of regular Board meetings.
- b. To have a plan consultant (the "Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1st of each year.

- c. To determine and notify each Participant prior to October 15th of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1st.
- d. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- e. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.
- f. Annually elect Directors to the Executive Committee to oversee operations and develop recommendations for Board actions stated in this Section E.

F. EXECUTIVE COMMITTEE

1. The Executive Committee of the Consortium shall consist of at least eleven (11) and no greater than fifteen (15) Directors. Executive Committee Directors are elected annually, but shall always include the elected Chairperson, Vice-Chairperson, and the Secretary of the Consortium, as well as the designated Chief Fiscal Officer and Chairperson of the Joint Committee on Plan Structure and Design.

2. The Secretary shall be responsible for maintaining all records in accordance with Article E, Section 1.g.

3. The Executive Committee shall establish meeting dates at its Organizational Meeting. The Executive Committee shall meet no less frequently than once per quarter.

4. Special meetings of the Executive Committee may be called at any time by the Chairperson or by any two (2) Executive Committee Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

5. The Executive Committee shall:

- a. Conduct business according to its Bylaws within its delegated authority, subject to approval and/or ratification of its actions at the next scheduled Board meeting.
- b. Create sub-committees as necessary to monitor operations and make recommendations, to the Executive Committee and/or Board, to facilitate operations.
- c. Manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.
- d. Develop Bylaws for its operations.

- e. In consultation with a nomination committee, fill any vacancy on the Executive Committee from among the Board's members as set forth in its Bylaws.
- f. Establish administrative guidelines for the efficient operation of the Consortium.
- g. Take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.

G. OFFICERS

1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson, Chief Fiscal Officer, and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.

2. Officers of the Consortium and employees of any third-party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third-party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium, but may be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of such officers' duties.

3. Officers shall serve at the pleasure of the Board and may be removed or replaced upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY

1. The Chairperson shall be the Chief Executive Officer of the Consortium.

2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.

3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.

4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.

I. CHIEF FISCAL OFFICER

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium, and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer may delegate duties and

tasks to the Finance Manager to assist in accomplishing this function. However, the Chief Fiscal Officer may never delegate his/her ultimate authority and shall remain responsible for ensuring that the Consortium's finances are operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be the City Controller of the City of Ithaca. The Chief Fiscal Officer shall receive no remuneration from the Consortium. The Consortium shall reimburse the Participant that employs the Chief Fiscal Officer for reasonable and necessary out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with the performance of his or her duties that relate to the Consortium.

2. All monies collected by the Chief Fiscal Officer relating to the Consortium, shall be maintained and administered as a common fund. The Chief Fiscal Officer shall, notwithstanding the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Board and as deemed acceptable to the Superintendent.

3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such monies and principal amount as may be required by the Superintendent.

4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Consortium shall be deposited in accordance with the policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.

5. The Chief Fiscal Officer may invest monies not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by the Superintendent.

6. The Chief Fiscal Officer shall account for the Consortium's reserve funds separate and apart from all other funds of the Consortium, and such accounting shall show:

- a. the purpose, source, date, and amount of each sum paid into the fund;
- b. the interest earned by such funds;
- c. capital gains or losses resulting from the sale of investments of the Consortium's reserve funds;
- d. the order, purpose, date and amount of each payment from the reserve fund; and
- e. the assets of the fund, indicating cash balance and schedule of investments.

7. The Chief Fiscal Officer shall cause to be prepared and shall furnish to the Board, to participating municipal corporations, to unions which are the exclusive bargaining representatives of Enrollees, the Board's consultants, and to the Superintendent:

- a. an annual audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the municipal cooperative health benefit plan;

- b. an annual report and quarterly reports describing the Consortium's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

8. Within ninety (90) days after the end of each Plan Year, the Chief Fiscal Officer shall furnish to the Board a detailed report of the operations and condition of the Consortium's reserve funds.

J. PLAN ADMINISTRATOR

The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an administrator and/or insurance company of the Medical Plan (the "Plan Administrator") and the other provider(s) who are deemed by the Board to be qualified to receive, investigate, audit, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered. All such contracts shall conform to the requirements of Section 92-a(6) of the General Municipal Law.

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN

1. There shall be a Joint Committee on Plan Structure and Design (the "Joint Committee"), which shall consist of (a) a representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Medical Plan(s) (the "Union Members"); and (b) a representative of each Participant (the "Management Members"). Management Members may, but are not required to be, Directors.

2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Medical Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.

3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.

4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.

5. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members an individual to serve as an additional at-large voting

Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to seventeen (17), the union members of the Joint Committee on Plan Structure and Design shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. The at-large voting Labor Member(s) along with the Joint Committee Chair shall collectively be the “Labor Representatives” as defined in Section C(11) of this Agreement. If the number of municipal members on the Consortium rises to twenty-three (23), the Union Members may select from among their members a third At-Large Labor Representative to serve as a Director. Thereafter, for every increase of five (5) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Representative to serve as Director with a maximum of ten (10) Labor Representatives. Attached hereto as Addendum “B” is a table illustrating the addition of At-Large Labor Representatives as set forth in this Section. Any At-Large Labor Representative designated according to this section shall have the same rights and obligations as all other Directors.

L. PREMIUM CALCULATIONS/PAYMENT.

1. The annual premium equivalent rates shall be established and approved by a majority of the entire Board. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board, subject to review and approval by the Superintendent. The premium equivalent rates shall consist of such rates and categories of benefits as is set forth in the Medical Plan[s] that is determined and approved by the Board consistent with New York law.

2. In accordance with N.Y. Insurance Law §§ 4706 & 4707, the Consortium shall maintain reserves and stop-loss insurance to the level and extent required by the Insurance Law and as directed by the Superintendent.

3. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the first day of each calendar month during the Plan Year. A late payment charge of one percent (1%) of the monthly installment then due may be charged by the Board for any payment not received by the first of each month, or the next business day when the first falls on a Saturday, Sunday, legal holiday, or day observed as a legal holiday by the Participants.

The Consortium may waive the first penalty once per Plan Year for each Participant, but will strictly enforce the penalty thereafter. A repeated failure to make timely payments, including any applicable penalties, may be used by the Board as an adequate justification for the expulsion of the Participant from the Consortium.

4. The Board shall assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds, as set forth in Section B(3) above.

5. The Board, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected to be paid under the next Plan Year's budget.

M. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires.

However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

N. ADDITIONAL BENEFITS.

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Medical Plan(s), will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Consortium and shall be administered solely by and at the expense of the Participant.

O. REPORTING.

The Board, through its officers, agents, or delegates, shall ensure that the following reports are prepared and submitted:

1. Annually after the close of the Plan Year, not later than one-hundred twenty (120) days after the close of the Plan Year, the Board shall file a report with the Superintendent showing the financial condition and affairs of the Consortium, including an annual independent financial audit statement and independent actuarial opinion, as of the end of the preceding plan year.

2. Annually after the close of the Plan Year, the Board shall have prepared a statement and independent actuarial opinion on the financial soundness of the Consortium, including the contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

3. The Board shall file reports with the Superintendent describing the Consortium's then current financial status within forty-five (45) days of the end of each quarter during the Plan year.

4. The Board shall provide the annual report to all Participants and all unions, which are the exclusive collective bargaining representatives of Enrollees, which shall be made available for review to all Enrollees.

5. The Board shall submit to the Superintendent a report describing any material changes in any information originally provided in the Certificate of Authority. Such reports, in addition to the reports described above, shall be in such form, and containing such additional content, as may be required by the Superintendent.

P. WITHDRAWAL OF PARTICIPANT

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.

2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to September 1st of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.

3. Any withdrawing Participant shall be responsible for its pro rata share of any Consortium deficit that exists on the date of the withdrawal, subject to the provisions of subsection “4” of this Section. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal, subject to the provisions of subsection “4” of this Section. The Consortium surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Consortium as determined by the Board. These expenses and liabilities will be determined one (1) year after the end of the Plan Year in which the Participant last participated.

4. The surplus or deficit shall include recognition and offset of any claims, expenses, assets and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount may then be applied to the surplus or deficit which existed on the date of the Participant's withdrawal from the Consortium. Any pro rata surplus amount due the Participant shall be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount shall be billed to the Participant by the Consortium one year after the effective date of the withdrawal and shall be due and payable within thirty (30) days after the date of such bill.

Q. DISSOLUTION; RENEWAL; EXPULSION

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Participants.

a. Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to the Superintendent. The Board shall develop and submit to the Superintendent for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.

b. Upon termination of this Agreement, or the Consortium, each Participant shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any Participant until all Consortium benefits and other Consortium obligations have been satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the Plan Year in which this Agreement or the Consortium terminates.

c. Any surplus or deficit shall include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.

2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on the fifth (5th) anniversary date thereafter (each a “Review Date”) to the extent deemed required by Article 5-G of the New York General Municipal Law (the "General Municipal

Law").

a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

c. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1st preceding the Review Date.

d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:

a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or

b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of two-thirds (2/3) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of two-thirds (2/3) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section P of this Agreement.

R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.
3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.
4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting.
6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Chief Fiscal Officer. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

T. CHANGES TO AGREEMENT

Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by a majority vote of their respective legislative bodies, as required by N.Y. Insurance Law § 4705(a).

U. CONFIDENTIALITY

Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Medical Plan(s) with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Consortium be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

2. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:

a. The Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board;

b. The Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or

c. Any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

3. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:

a. **Board Consideration:** Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

i. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present

its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.

ii. Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The Claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the Claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the Claimant has a valid claim, and if so, what the fair resolution should be. The weighted voting procedure set forth in Section D shall not apply to this provision. The Board's determination shall be deemed final subject to the Claimant's right to arbitrate as set forth below.

b. Arbitration. The Claimant may challenge any Board decision under subparagraph (V)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a Claimant shall fail to file a Demand within thirty (30) days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim:

provided however;

i. in no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and

ii. in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

c. The Participants agree that the procedure set forth in this Section V shall constitute their exclusive remedy for disputes within the scope of this Section.

W. MISCELLANEOUS PROVISIONS

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.

2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.

3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in

full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.

5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.

6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.

7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.

8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.

9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.

10. The Chairperson and Executive Director are each designated attorneys-in-fact to receive service of any summons or other legal process in any action, suit or proceeding arising out of any contract, agreement, or transaction involving the Consortium. Service may be effected on either the Chairperson or Executive Director without requiring service to both.”

X. APPROVAL, RATIFICATION, AND EXECUTION

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality’s governing body.

2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality’s participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement to be executed as of the date adopted by the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium and subsequently adopted by all participating municipalities.

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

Addendum "B"

Illustration of At-Large Labor Representative Calculation

Total Number of Participants	Total Number of At-Large Labor Representatives
< 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6
43-47	7
47-52	8
53-57	9
58+	10

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF TOWN CENTER LEASE TO KERSAT LANDSCAPING, INC., SUBJECT TO PERMISSIVE REFERENDUM

RESOLUTION 22-

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF TOWN CENTER LEASE TO KERSAT LANDSCAPING, INC., SUBJECT TO PERMISSIVE REFERENDUM

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town acquired title to 104 Auburn Road upon August 15, 2019, such land being part of the Town Center area; and

WHEREAS, the Town acquired such land subject to two leases, one of which is Kersat Landscaping, Inc. (the other being “Scoops”), which lease is set to expire on November 30, 2022, and which tenant has requested a one-year extension of its lease and an expansion of leasehold occupancy rights to assume in tenancy the entirety of the main building located upon such parcel; and

WHEREAS, a form of lease has been drafted and approved and, upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED that the 1-year lease to Kersat Landscaping, Inc. be and hereby is approved in substantially the form as presented and, subject to negotiation and approval of the final form thereof by the Town Supervisor, undertaken upon the advice and consent of the Town Attorney, and as so amended in their negotiated final form, the Town Supervisor be and hereby is authorized to execute the same by, for, on behalf of, and in the name of the Town of Lansing; and it is further

RESOLVED, that this Resolution be and hereby is subject to permissive referendum as required by Town Law § 64 and Town Law Article 7, and the Town Clerk is directed to publish a compliant notice of permissive referendum within 10 days of the adoption hereof.

The question of the adoption of such proposed Resolution was duly motioned by Councilperson _____, duly seconded by Councilperson _____, and put to a roll call vote with the following results:

- | | |
|-------------------------------|--------------------------------|
| Councilperson Andra Benson – | Councilperson Ruth Groff – |
| Councilperson Bronwyn Losey – | Councilperson Joseph Wetmore – |
| Supervisor Edward LaVigne – | |

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on November 16, 2022.

KERSAT LANDSCAPING LEASE AGREEMENT - 104 AUBURN ROAD

THIS AGREEMENT (the "Agreement"), is made this 4th day of November by and between the **TOWN OF LANSING**, a municipal corporation with offices at 29 Auburn Road, Lansing, New York 14882, hereinafter referred to as "the Town", and **KERSAT LANDSCAPING, INC.**, a domestic corporation with an office address at 348 Conlon Road Lansing, New York, 14882 (the "Tenant").

WHEREAS, the Town owns recently acquired property at 104 Auburn Road, upon which Tenant currently has an existing lease due to expire upon November 30, 2022 and the Town will not complete its planning for this new town center parcel for 3-4 years, and other tenancies exist into or through 2024; and Tenant has requested a lease renewal and land use extension to assume occupancy and use of the tenanted space once occupied by the antique dealer for storage, and the parties wish to renew and revise the lease pursuant to the terms set forth below; and this Agreement shall not be effective until the completion of the notice of referendum process and execution by the Town, whichever shall later occur, so **NOW THEREFORE**, for and in consideration of the mutual covenants herein expressed, and other lawful and valuable consideration, the parties hereto agree as follows:

1. The Town hereby leases to Tenant, and Tenant hereby leases the property and improvements described below, subject to the Term (as defined below) and the terms and conditions of this Agreement. This includes the entirety of the old highway barn, less the portion used by Scoops for its freezer(s), and the areas and parking to the north of such building. It is acknowledged by the Town that, notwithstanding anything stated below, the water-pond feature, the fountain, the pavers, and signage are personal property of Tenant, removable by Tenant at will. Generally, this description is intended to describe the existing area of tenancy, and no presumption of use of any land or improvements arises beyond the face hereof, even if ambiguous.

2. The term of this Agreement shall be from the 1st day of December 2022 until the 30th day of November, 2023 (the "Term"), unless sooner terminated pursuant to the terms hereof. Despite this Term, this Agreement is cancelable in whole or in any part for the convenience of the Town, including but not limited to the Town determining that there is a public use for the property, which cancellation shall be and become effective 90 days after the delivery of notification of such cancellation for convenience to Tenant.

3. Tenant shall pay rent on or before the first day of each month as follows: (i) \$700 per month for the months of April through November, annually; and (ii) \$475 for the months of December through March, annually (the "Rent"). In the event that said Rent is not paid by the 10th of each month, there will be a 5% late fee charged as Added Rent, due and payable with the that or the next month's Rent, as applicable. Although the land is owned by the Town and expected to be and remain non-taxable in terms of real property taxes or other assessments, in the event any real property taxes or assessments are or hereafter become due upon the whole or any part of the property, 100% of all such taxes or assessments shall be and become the sole responsibility of the Tenant. Tenant will timely and promptly pay the same, failing which the same shall be paid as Added Rent upon demand. Tenant shall also pay 50% of the costs of any needed septic repairs or improvements, 100% all property maintenance and repairs, and 100% of all grounds' maintenance, including plowing and mowing. Tenant shall also pay for its own costs of recycling, trash and garbage removal, and Tenant shall arrange and pay for all utilities furnished to the premises, including electricity, natural gas, water, sewer and telephone service.

4. Subject to the terms and conditions hereof, tenant shall have the right to operate a landscaping business and storage facility for materials at the property, subject in all cases to the NYS property maintenance codes and local laws and zoning rules of the Town. The grant of a right in this lease is not, and shall not be deemed or construed as, an approval for any land use, a permit, or as an indication that the use of the land by Tenant is lawful or proper. Tenant acknowledges that the past, present, or future

placement or erection of improvements or plantings upon the property is and was done “at risk” (at the sole risk and expense of Tenant) as there never was nor is any guarantee as to continued use and possession of the property by Tenant, nor any promise of reimbursement or payment for the same from the Town.

5. Tenant hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the property and all contents and improvements thereat, regardless of which party owns the same, including all of the Town’s and Tenant’s improvements, equipment, supplies, or fixtures placed in or upon the property, from any and every cause whatsoever, and for injuries to or death of persons upon or using the property. Tenant shall obtain and maintain for the entire Term insurance against claims, injuries, loss or damage to the property and its improvements, including general liability risk loss coverages as required below. The Town, and its officers, employees and agents, shall be named as additional insureds thereunder upon a primary and noncontributory basis. All Insurance policies shall provide that they may not be canceled or altered in such a manner as adversely to affect the coverage afforded thereby without 30 days' prior written notice to the Town, that such insurance is primary with respect to the Town, and that any other insurance maintained by the Town is excess and noncontributing with such insurance. Tenant hereby disclaims all rights of subrogation as against the Town, and each insurer shall be required by special endorsement or otherwise to disclaim all rights of subrogation against the Town. Tenant shall provide the Town with certificates of insurance naming the Town as an additional insured, which policies shall insure the Town against the general damages and losses and claims and injuries arising from the negligence of Tenant or otherwise with the following minimum coverages and terms:

- A. Commercial General Liability, including contractual coverage and personal injuries with Each Occurrence coverage of \$1,000,000; General Aggregate \$1,000,000; Products/Completed Operations Aggregate \$1,000,000; Fire Damage-Legal \$100,000; and Medical Expense \$5,000.
- B. Business Auto Coverage Liability for Owned, Hired and Non-Owned Autos: \$1,000,000 CSL or 500,000 per Person BI; \$1,000,000 per Accident BI; and \$250,000 PD Split Limits
- C. All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best’s rating of A-XI or better. Proof of insurance shall be provided on the ACORD Certificate of Insurance, 25 (05/2010), or insurance company certificate. All Certificates must be signed by a licensed agent or authorized representative of the insurance company—broker signatures are not acceptable. Certificates of Insurance shall be submitted at the time of signing of this Agreement.

Tenant agrees to indemnify and save harmless the Town from any and all claims, losses, injuries, causes of action, suits, liabilities, damages, judgments, and costs, of any name or description, arising out of its use of the property and improvements or the terms of this Agreement, including all costs of environmental restoration, remediation, testing, and monitoring, specifically but not exclusively in relation to any actual or alleged violation of any environmental laws, regulations or orders. Indemnity obligations shall include any and all engineers’, consultants’, experts’, and attorneys’ fees, and the indemnity and hold harmless responsibilities of Tenant shall include any and all third-party claims to the extent permitted by law, including environmentally related claims and matters.

6. Tenant shall not store any material or use the property in any manner violative of environmental laws and rules, and Tenant warrants that it has not allowed or used the property for the storage or disposal of hazardous materials, as the term is defined below, or in or by any environmental laws, regulations, or rules. For purposes of this Agreement, “hazardous materials” includes, without limit, any asbestos, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous

or toxic substances, or related materials defined in or construed under any environmental laws or regulations. Tenant hereby covenants that it shall not store or dispose of any hazardous materials on the premises, nor shall it suffer such materials to be stored or disposed of on the premises. Tenant shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, a release of hazardous materials on or into the premises, nor upon any other property. Tenant shall comply with and shall, in conformity with all applicable laws, ordinances and regulations, and pursuant to commercially reasonable standards and procedures, ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever promulgated, and shall obtain and comply with any and all approvals, registrations or permits issues or required thereunder, including all OSHA requirements. Tenant acknowledges and agrees that the termination or expiration of this Agreement shall not relieve or release Tenant of any legal liability or responsibility, whether by way of damages, penalties, remedial actions, or otherwise, for any adverse effects or consequences resulting at any time from Tenant's failure to comply with any terms or provisions of this Agreement, or the requirements of any environmental law, regulation, or order.

7. At the end of the Term, or upon any earlier termination hereof, Tenant shall surrender and deliver-up to the Town the property free of any claims, liens, or interests adverse to the Town or the Town's title to the property, including any claims of Tenant, whether known or unknown, each and all of which are each hereby waived and relinquished, without recourse. The property shall be clean and cleared in a broom-cleaned condition, with landscaping and snow removal up to date. At all times the Town shall have the right and option of keeping any structures or improvements or landscaping or plantings at or upon the property, and if the Town chooses not to keep one or more of the same then such shall be removed by Tenant at Tenant's sole cost and expense.

8. Tenant has no right to improve the buildings or property without the written approval of the Town, and Tenant shall not allow any waste or nuisance on the premises, nor use or allow the premises to be used for any unlawful purpose. Nor shall Tenant place, allow, suffer, or permit any judgments, liens, or mechanic's liens for materials or labor claimed to have been furnished to or for the benefit of the property to be filed in respect of the property or any improvements thereupon. Tenant shall remove all such liens within 20 days of filing and, failing which, the Town may pay or bond the same with the costs thereof to become Added Rent.

9. Tenant shall at its expense maintain the property, and all buildings and structures and appurtenances and keep them all in good repair. Upon advance notice by the Town, the Tenant shall permit access to the property and improvements to allow the Town to make upgrades or improvements to its buildings, including structural repairs, the installation of HVAC facilities, or upgrades in electric, water, or plumbing/septic services. The Town may also periodically enter and inspect the property and all premises therein, as well as enter without notice in the event of emergency or any required code or other inspections.

10. Any default under this Agreement shall be deemed an "Event of Default". Each of the following shall also be deemed an Event of Default: (i) if Tenant fails to pay any installment of Rent, or any other payment required hereunder, including Added Rent, when due and payable, by acceleration or otherwise, and such failure continues for a period of five or more days; (ii) if Tenant fails to keep and maintain all insurance as required by this Agreement; (iii) if Tenant fails to perform or observe any covenant, condition, or agreement set forth in this Agreement, and such failure or breach shall continue for a period of 10 days (or re-occur within such 10-day period) after Tenant becomes aware of such failure or breach; (iv) if Tenant attempts to remove, sell, transfer, encumber, part with possession, or sublet any portion of the property, or any improvements thereupon, or permits a judgment or other claim to become a lien upon any portion or all of the property; (v) if Tenant dissolves or ceases to exist as an operational entity, shall be adjudicated insolvent or bankrupt, ceases, becomes unable, or admits in writing its

inability to pay its debts as they mature, makes a general assignment for the benefit of, or enters into any composition or arrangement with, creditors; applies for or consents to the appointment of a receiver, trustee, or liquidator of all or any substantial part of its assets or property, or be subject to proceedings seeking such an appointment, that are not dismissed with prejudice within 30 days, shall authorize or file a voluntary petition in bankruptcy, or apply for or consent to the application of any bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium, or other similar law of any jurisdiction, or authorize such application or consent thereto, or suffer insolvency or bankruptcy proceedings instituted against it without consent or authorization, and such proceeding is not dismissed with prejudice within 60 days; or (vi) if the property is subjected to waste, used illegally, or occupied or used in violation of any applicable laws or regulations, including environmental laws and regulations, or if the Town is required to expend any money, directly or indirectly, due to any alleged or actual violation of any environmental law, regardless of whether the Town may require or be paid reimbursement.

Upon the occurrence of any Event of Default, and at any time thereafter, the Town may, with or without canceling this Agreement in its sole discretion, do any one or more of the following: (a) upon written notice to Tenant, cancel this Agreement; (b) declare immediately due and payable all sums due and to become due hereunder for the full Term of this Agreement; (c) with or without notice or legal process, enter and retake possession of the property, and remove Tenant therefrom, including all of Tenant's agents, employees, licensees, and any sub-tenants, and any other persons, firms or corporations, and all or any of Tenant's property, either by summary dispossession proceedings, or by any suitable action or proceeding at law, or by force or otherwise. If Tenant has any personal property in or at the property, the Town shall suffer no liability for loss or damage thereto, but may remove and store such items at Tenant's expense. Upon entry and the retaking of possession by the Town, Tenant shall peaceably vacate and remove itself from the property, and the Town shall not be liable to indictment, prosecution, or damages therefor. In the event of any termination of this Agreement or any default by Tenant, or of any re-entry by the Town, or any dispossession by summary proceedings or otherwise, all Rent and Added Rent, and all other charges required to be paid, shall be immediately paid by Tenant.

Any costs and expenses incurred by the Town as a result of, or in relation to, any Tenant default are the responsibility of, and payable by, Tenant, including reasonable attorneys' and expert fees (which may also be paid as Added Rent), regardless of whether formal proceedings be brought or filed. In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms, or conditions contained in this Agreement, the Town shall be entitled to enjoin such breach or threatened breach, and shall have the right to invoke any right or remedy allowed at law, in equity, by statute, or otherwise. Any request for equitable relief by the Town shall not require that the Town post any bond or undertaking, nor prove that the Town has any adequate remedy at law, and Tenant expressly agrees to stipulate to the same in connection with any proceeding brought. The Town may exercise any other right or remedy that may be available to it at law, equity, admiralty, or any other applicable law, code, rule, regulation, or the like, and no remedy referred to in this Agreement is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to above, or otherwise available to the Town. It is agreed by Tenant that each clause and provision in this Agreement that calls for indemnity, reimbursement, or a limitation upon or disclaimer of damages or liability is a separate and independent element of risk and cost allocation, intended to be interpreted and enforced as such.

11. The Town and its officers, employees and agents have made no warranties, representations, or promises with respect to the property and improvements except as may be herein expressly set forth. No right, easements, or licenses are acquired by Tenant by implication or otherwise, and Tenant agrees to take and maintain possession of the property and improvements "AS IS, WHERE IS". Tenant acknowledges that the Town has not made, and does not make, any warranty or representation whatsoever, either express or implied, as to the fitness, condition, merchantability, design, or operation of the premises, its fitness for any particular purpose, the quality or capacity of the land nor any other representation or warranty whatsoever. The Town shall not under any circumstances be liable to Tenant or any third party for consequential,

incidental, indirect, special, punitive, or exemplary damages arising out of or related to this Agreement or the use of the premises, even if the Town is apprised of the likelihood of such damages, and even if such damage or loss was foreseeable.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein and, if any such provision is not included or inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. Tenant shall at all times comply with Executive Law §§291-299 and the Civil Rights Law relating to prohibitions against discrimination and for providing equal opportunity, including affirmative action, and Tenant shall comply with sexual harassment prevention requirements, the Iran Divestment Act of 2012, US Department of Treasury and OFAC Rules, and the MacBride Fair Employment Principles.

13. In accordance with NYS laws and rules affecting municipal obligations, the obligations of the Town hereunder shall be executory to the extent of monies appropriated or available to Town for the implementation of this Agreement, and no liability shall be incurred by the Town beyond such monies appropriated or available. Neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or to become due under this Agreement, nor for the costs of performance of any obligation of the Town, and neither this Agreement, nor any representation arising in connection herewith, creates any obligation by the legislative body of the Town to appropriate or make monies available for the purposes of this Agreement.

14. This Agreement constitutes the entire understanding of the parties, revokes and supersedes all prior discussions, negotiations, and agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto that specifically refers to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict herewith. Tenant acknowledges and agrees that it is not an agent of the Town, and that the sole relationship between the parties is that of landlord and tenant. The parties shall not be bound by any agent's or employee's representation, promise, or inducement not set forth in this Agreement, and no course of prior dealings between past or current parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Words and phrases used herein are not defined or limited by the subject matter to which they are appended or associated, and each clause herein is severable and independently enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the day and year first above-written.

TOWN OF LANSING

KERSAT LANDSCAPING, INC.

By: _____

By: _____

CONSOLIDATED ABSTRACT # 011

DATED 11/16/2022

AUDITED VOUCHER #'s	<u>999 – 1099</u>
PREPAY VOUCHER #'s	<u>999 - 1004</u>
AUDITED T & A VOUCHER #'s	<u>70 - 77</u>
PREPAY T & A VOUCHER #'s	<u>70 - 72</u>

<u>FUND</u>	<u>TOTAL APPROPRIATIONS</u>
GENERAL FUND (A&B)	<u>\$ 259,194.50</u>
HIGHWAY FUND (DA&DB)	<u>\$ 161,697.96</u>
ARPA (HF)	<u>\$ 27,976.55</u>
LANSING LIGHTING (SL1, 2 &3)	<u>\$ 1,555.53</u>
LANSING WATER DISTRICTS (SW)	<u>\$ 224,440.50</u>
TRUST & AGENCY (TA)	<u>\$ 65,573.14</u>
WARREN ROAD SEWER DISTRICT (SS1)	<u>\$ 1,204.14</u>

**BUDGET MODIFICATIONS
NOVEMBER 16, 2022 MEETING**

Section 10, Item b.

**GENERAL FUND A
November 16, 2022**

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
A599	A1110.120	From FB to Justices Personal Svcs (Clerk) Addtl needed	\$ 20,000.00
A1220.130	A1220.110	From Personal Svcs (InfoAide) to Personal Svcs (Bkpr) Less needed for Info Aide salary	\$ 10,000.00
A599	A1220.400	From Personal Svcs (InfoAide) to Contractual Addtl needed for Consultant/Charmagne	\$ 4,000.00
A1440.406	A1440.400	From Engineering Svcs (Misc Water) to Engineering Svcs (Town) Addtl needed	\$ 10,000.00
A1440.407	A1440.400	From Engineer Surveying to Engineering Svcs (Town) Addtl needed	\$ 5,000.00
A1440.408	A1440.400	From Town Ctr to Engineering Svcs (Town) Addtl needed	\$ 5,000.00
A1440.406	A1440.401	From Engineering Svcs (Misc Water) to Engineering Svcs (Sewer) Addtl needed	\$ 1,000.00
A1440.407	A1440.401	From Engineer Surveying to Engineering Svcs (Sewer) Addtl needed	\$ 1,000.00
A1440.408	A1440.402	From Town Ctr to Engineering Svcs (Stormwater) Addtl needed	\$ 2,000.00
A1610.200	A1610.400	From Technology Equip to Technology Contractual Addtl needed	\$ 20,000.00
A599	A1610.400	From FB to Technology Contractual Addtl needed	\$ 3,000.00
A1620.400	A1620.403	From Building Contractual to Building Electric Addtl needed	\$ 1,000.00
A1620.400	A1620.405	From Building Contractual to Building Repairs Addtl needed	\$ 1,000.00
A1620.400	A1630.403	From Building Contractual to Building Electric Addtl needed	\$ 1,000.00
A7110.130	A3310.400	From Personal Svcs-Hwy Labor to Traffic Control- Contractual Addtl needed	\$ 1,750.00
A7110.130	A8745.400	From Personal Svcs-Hwy Labor to Flood & Erosion- Contractual Addtl needed	\$ 1,550.00

A3310.100	A5132.410	From Traffic Control-Personal Svcs to Garage Supplies/Maintenance Additional needed	\$ 16,365.00
A5132.405	A5132.400	From Building Repair to 104 Auburn Rd Addtl needed	\$ 100.00
A7110.200	A7110.400	From Parks Equip to Parks Contractual Addtl needed	\$ 7,000.00
A7110.200	A7110.404	From Parks Equip to Parks Telephone Addtl needed	\$ 750.00
A599	A7310.110	From Fund Balance to Youth Personal Services Addtl needed	\$ 2,000.00
A599	A7310.400	From Fund Balance to Youth Contractual Addtl needed	\$ 5,000.00
A599	A7510.400	From Fund Balance to Historian Contractual Addtl needed	\$ 500.00
A599	A9050.800	From Fund Balance to Unemployment Addtl needed	\$ 500.00
A599	A9060.800	From Fund Balance to Health Insurance Addtl needed	\$ 25,000.00

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
B599	B8020.433	From Fund Balance to Conserv Advisory Council Parks Grant for Open Source Index	\$ 15,000.00
B599	B9010.800	From Fund Balance to NYS Retirement Addtl needed	\$ 1,000.00

HIGHWAY FUND DA
November 16, 2022

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
DA599	DA5130.400	From Fund Balance to Machinery-Contractual Addtl needed for Maintenance	\$ 6,000.00

Ruth Groff
Town Board Member Report
November 2022

- **Capital Improvement Committee:**
 - The committee cancelled the November meeting in lieu of members watching an hour-long Webinar provided by the New York Comptroller’s Office. The subject of the Webinar is the development of multi-year capital plans.
 - I continue to update the Capital Plan as I receive input for department heads.
- **Training:**
 - On Thursday, October 27, from 5:00pm – 6:30pm, I attended a Webinar titled, “Effective Meetings Utilizing Parliamentary Procedure,” sponsored by the Public Library System Directors Organization, and the New York Library Association.
- **ITCTC Planning Committee:**
 - I attended the meeting on Tuesday, November 15, at 10am
- **Forecast:**
 - Continued to work on 5-year Financial Forecast for the Town, and issued the preliminary Forecast to other Town Board members for their input.
- **Town Historian:**
 - Still awaiting copies of additional resumes for Town Historian
 - Spent some time with Fannie Welch, Temporary Historian. She updated me as to projects she is undertaking, but mostly she has been organizing what is already on site, as well as organizing a group to help with tasks that she has identified.
 - I attended a meeting of the Municipal Historians on Saturday, November 12, at 10am, at the TCPL. Met with Carol Kammen, Tompkins County Historian.
- **Utility Savings with Geothermal:**
 - I am awaiting a utility analysis from Dailey Electric, to identify the savings if the Board decides to go ahead with converting the Town Hall to geothermal. We should be receiving the analysis within the week.

**Joseph Wetmore
Town Board Member Report
November 2022**

**Planning Board
Monday, October 24·6:30 – 8:30pm**

Approval of Minor Subdivision, 286 Jerry Smith Rd, Tax Parcel number 9.-1-20.2

**Tompkins County Council of Governments
Thursday, October 27·3:00 – 5:00pm**

Report from County Administration

- 1. Reports, Presentations, and Updates
 - a. Presentation: 2020 Water and Sewer Evaluation Update (ID #11091)
 - b. Report/Discussion: Volunteer Firefighter/EMT Exemption Discussion (ID #11260)
 - c. Report/Discussion: Building Code Administration Study Status Update (ID #11265)
- 2. Subcommittee, Liaison, and Other Reports
 - a. Broadband
 - b. Cyber Security and Municipal Information Technology Services
 - c. Emergency Planning and Preparedness
 - d. Energy
 - e. Transportation
 - f. Water Quality

**Town of Lansing Codes Committee
Thursday, November 3·10:00am – 12:00pm**

Recommendation of preliminary report to Town Board revising the Code Enforcement Local Law;
Zoning Update Open House – Wed 11/30/2022 from 4-7 pm at Town Hall

**Bolton Point meeting
Thursday, November 3·4:00 – 5:00pm**

- 1. Management Staff Report
- 2. Committee Reports
 - A. Budget and Finance Committee
 - 1.Approval of the November 3, 2022 Warrants
 - B. Engineering and Operations Committee
 - 1.September 28, 2022 Meeting Notes
 - 2.October 26, 2022 Meeting Agenda
 - C. Personnel and Organization Committee
 - 1.August 24, 2022 Meeting Notes
 - 2.October 26, 2022 Meeting Agenda