



# REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room  
Thursday, February 20, 2025  
4:30 PM

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## 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](http://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. **National Flood Insurance Program, Flood Insurance Study and Mapping Tompkins County - John Zepko**
  - a. Flood Map Documents
5. **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
6. **Department Reports**
  - a. **Highway Report** – Mike Moseley
  - b. **Parks and Recreation Report** – Patrick Tyrrell
  - c. **Director of Planning Report** – John Zepko
  - d. **Town Clerk Report** - Debbie Munson
  - e. **Lansing Community Library Report** – Annie Johnson
  - f. **Lansing Youth Services Report** – Richard Alvord
  - g. **Engineer’s Report** – Dave Herrick
  - h. **Tompkins County Legislator Report** – Mike Sigler
7. **Consent Agenda**
  - a. Motion Authorizing Supervisor to Sign Lansing Youth Services 2025 Agreement
  - b. Motion for Supervisor to Sign 2025 Employee Assistance (EAP) Agreement
  - c. Motion Approving Contract with NYSERDA for Town Hall HVAC Project Grant (\$90,000)
  - d. Motion Setting Public Hearing for Local Law 1 of 2025 Updating Town Code Chapters 270 & 235
  - e. Motion Approving Use of Reserve Funds to Purchase Vacuum Truck

- f. Motion Authorizing Supervisor to Sign NYSEG Light Emitting Diode Street Light Conversion Agreement
- g. Resolution Appointing Board of Ethics Member Cynthia Lion
- h. Resolution Acknowledging Required Audit of Justice Court Records for 2025 has been Conducted
- i. Resolution Declaring Excess Property and Authorizing Disposal or Sale for Highway Department
- j. Resolution Declaring Excess Property and Authorizing Disposal or Sale for Parks & Recreation Department
- k. Resolution Approving Return from Town Water, Sewer, and Stormwater Committee and Effecting Formal Charges to and Rules for Such Committee under Town Code Chapter 7
- l. Resolution Creating Two Additional Motor Equipment Operator Positions in the Public Works Department in Town Civil Service Roster
- m. Resolution Authorizing Supervisor to Sign Developer's Agreement between Delaware River Solar and the Town and to Establish an Escrow Account
- n. Resolution Approving Audit and Budget Modifications and Supervisor's Report
- o. Resolution Approving Consent Agenda

**8. Motions and Resolutions**

**9. Town Historian Report**

- a. Town Historian Report

**10. Board Member Reports**

- a. Councilperson Judy Drake
- b. Councilperson Laurie Hemmings
- c. Councilperson Christine Montague
- d. Councilperson Joseph Wetmore
- e. Supervisor Ruth Groff

**11. Work Session**

**12. Executive Session if Needed**

- a. Motion to Enter/Exit

**13. 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.

# **TOWN OF LANSING**

## **HIGHWAY REPORT FEBRUARY 19, 2025**

### **SNOW & ICE WINTER MAINTENANCE:**

- I want to acknowledge the effort and dedication by my employees to ensure that the traveling public can safely drive the roads in Lansing. This has and continues to be this department's goal with winter maintenance.
- Replacing plow parts/blades as needed.

### **TREE & BRUSH MAINTENANCE:**

- Crews worked cutting back brush and tree limbs from intersections and within the Road-Right-of-Way.

### **WATER/SEWER MAINTENANCE:**

- There was a watermain break on North Triphammer Road – Resolved in 3 hours.
- There was a watermain break on LeRoy Road – Resolved in 3 hours.

### **GARAGE WORK:**

- Maintenance on trucks - lighting issues – changing cutting edges – new tires – new conveyer chains - keeping trucks up and running for snow removal as needed.

### **OFFICE:**

- Emmy Stehnach joined our crew as Secretary to the Highway Superintendent and is quickly becoming a valuable asset to the department.
- Mike attended the Engineer and Operations meeting at Bolton Point.
- Mike attended the Project Review Committee meeting.
- Mike attended the Highway Barn meeting.
- Mike and Jamar attended the Highway Association meeting.

### **COMMUNITY:**

- Meeting with taxpayers to discuss driveway culvert replacement and new driveway culverts.

**CROSS- DEPARTMENTAL COLLABORATIONS:**

- Thank you, Tyler Todd, for helping during the snow.

**NEW HIGHWAY BARN:**

- The Highway Barn Committee has met multiple times regarding the new building and its IT infrastructure, layout, reception and security/CCTV/access-controlled doors.
- Reviewing items with LeChase regarding the new facility.
- The drawings are at or around 90% - working towards Bid Date.



**February**  
Town Board Report

**Recreation:**

- Current programming includes cardio step, yoga, strength & stretch, basketball cheer, boys & girls travel basketball, indoor soccer, swimming (Watercats), skating, Zumba, wrestling, adult swim, baseball and softball clinics, club volleyball, and adult volleyball.
- The Sobus Field turf project will likely impact some of our summer programming and most of our Fall programming.
- We have begun working on our summer offerings, we hope to have the summer program booklet out at the end of March.
- Basketball game and practice times have been a challenge to schedule due to limited gym space.
- Happy to announce after a several year hiatus, adult swimming is now being offered again.

**Parks:**

- We will be doing some tree trimming to try to help improve the Wi-Fi signal strength in Myers Park.
- Myers Park swim area and Salmon Creek dredging should begin at the end of the month.
- Continuing site clearing and consolidation in preparation for the New Highway Facility.
- Continuing dock work at Myers Park.
- Large area mowing has been done on Lansing Center Trail; this will help control some invasive species. We will also be doing some drainage work that is much needed.
- Boat slip, dry dock and canoe/kayak renewals have come in, almost all spots are filled.
- We started camping and pavilion reservations on January 6<sup>th</sup>.
- Some new pieces of outdoor equipment have been ordered; we are hoping there are no delays.
- We have completed a massive overhaul of our shop to make more storage room and make us more efficient.

**Town Hall/Community Center:**

- The Community Center repairs have been completed and it is now back open. Thank you to D Squared Construction, Dave and Dondi from TG Miller and our Code Enforcement Department for helping us get this done quickly and efficiently.
- The sliding doors on the Town Hall have been repaired, again.

- Space heaters are running daily at the Town Hall. We are awaiting quotes of fixing the current issues. The west end of the building does not have heat. This is detrimental to the health and safety of Town Hall employees and is causing disruptions in the work of several departments.
- We have replaced several light fixtures in the Town Hall with new LED fixtures.

This is only a very brief overview of what the Parks & Recreation department does, if you have questions or would like more information please reach out.

George "Gus" Isaac longtime friend of the Parks & Recreation Department passed away at 101 and a half on February 10<sup>th</sup>. Gus was a fixture at Myers Park visiting multiple times per day always telling the crew how great a job they were doing. He will be truly missed by all that knew him.

**TOWN CLERK  
FEBRUARY 2025**

**Water and Sewer Bills**

February is very busy collecting water and sewer payments. Total bills: 1884 of which 399 were emailed. Payments are due by February 25<sup>th</sup>.

**Tax Exemptions**

Applications for veteran, disability, senior citizen or Enhanced STAR are due to Tompkins County Assessment by **March 1**. For further information, please contact Tompkins County Assessment Department at 607-274-5517.

**2025 Town & County Taxes**

My total warrant is \$17,282,700.03. To date we have collected \$15,455,545.45. The Town portion of the warrant, \$6,013,898.55, has been paid to the Supervisor. Tompkins County Finance has been paid \$8,000,000.00 towards their portion and \$24,318.74 for the first installment service charges.

Property owners appreciate the availability of paying their taxes with credit cards and e-checks. To date, 153 tax bills were paid with credit cards or e-checks, totaling \$490,766.85

Early March, we will mail 2<sup>nd</sup> reminder letters to property owners that have not paid their tax bills yet.

For additional information regarding taxes, please visit <https://www.lansingtown.com/clerk/page/taxes>.

**The Sphero Sphere:** This brand-new program is based around using Sphero robots. This little robot has a plethora of capabilities and students are loving exploring what they can do with them. Day one consisted of learning how the robot responds to input from an iPod used to control them. The spheres can be driven using a joystick or steering wheel option, like a golf club to swing, or like a foot for soccer simulation. There was a distance putting contest to close out the first day. The second day, participants got to dive deeper, playing a three-hole golf course, navigating an obstacle course, and started to use the “drag and drop” programming options. The next program days will increase with complexities like programming the Sphero to navigate a path and drawing a picture using paint the spheres can roll through. 9 youth served.

**Outdoor Adventure:** Outdoor Adventure is now taking place in the nature center behind the high school. The first day provided enough snow to go sledding, a highly popular activity and rather rare as most of the snow blows off the “good” sledding hill. The group has learned a lot about winter preparedness and the value of layering during physical activity in colder weather. This group is particularly interested in ways to hide yourself and stalk their friends so they have played camouflage and a version of capture the flag, where they would track their opponents using the little snow cover to their advantage. This group also values a fire as warming up around the flames and cooking snacks always provides a great time together. One student brought in a special treat for the group, a flame color changing packet that displayed all kinds of colors, making the fire even more mesmerizing than they already are. 10 youth served.

**Dungeons and Dragons:** The ever-popular Dungeons and Dragons has finally returned, and students are loving it. The group has two Dungeon Masters leading the groups development and characters. Both high school assistants have been doing a great job with answering questions and guiding the newer players, while allowing those with more experience the chance to dive deeper into their character’s qualities and special abilities, including accents, character traits that will guide how they will respond in certain situations, even down to what one thing their character will always have in their pocket. The group is split according to experience and are poised for a great adventure. 12 youth served.

**Mini-to-Major Olympics:** This program has started with lots of small, non-traditional competitions and will grow to larger competitions outdoors, like skiing (if snow allows). Indoors, the group has competed in candy curling, tic-tac-toe tournament, a rock paper scissors “conga” line, the invisible chair, blind snowball scoop, and the daily Snakes in the Grass game. Matchbox racing, tissue snowball fights, paper airplane, and paper football are right around the corner. This program will be leading up to our annual RYS Winter Olympics, which will be a one-day event in Brooktondale, and in combination with 4 other municipalities to meet for a day of teambuilding and some friendly competition where a nice lunch awards and prizes will be provided by RYS. 11 youth served

**Youth Employment:** This year has started out busy for our youth employees. There are four teens assisting the Lansing Recreation Department’s ice-skating program as chaperones at The Rink, two are assisting as Dungeon Masters in the Lansing Youth Services program, five teens are working at the Lansing Public Library, and one with the Lansing High School Library. In all areas, students are learning about customer service, communication, and workplace professionalism.



## AGREEMENT

AGREEMENT, made as of the first day of January 2025, by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York with main offices in the Tompkins County Courthouse at 125 E. Court Street, Ithaca, New York, hereinafter referred to as “the County” and **TOWN OF LANSING**, a municipal corporation of the State of New York with offices at 29 Auburn Road, P.O. Box 186, Lansing, New York, hereinafter referred to as “the Town”.

## WITNESSETH:

WHEREAS, the parties hereto wish to enter into an agreement to participate in the Tompkins County Youth Services Program,

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

1. The term of this agreement shall be from **January 1 through December 31, 2025**.
2. The Town agrees to provide the youth services as described in its program proposals on file at the County Youth Services Department in accordance with locally approved planning group guidelines.
3. Town agrees to designate and maintain an active youth planning group.
4. The Town agrees to provide the necessary record keeping and monitoring to comply with the program reporting and claiming procedures of the County.
5. Claims for reimbursement for payments made by the Town may be submitted quarterly. In any event the Town agrees to submit all claims within 15 days after the end of the calendar year.
6. The Town also agrees to submit all program reports required by the due date set forth.
7. The County will reimburse the Town an amount to exceed **\$30,579** as outlined in the approved program plan and budget on file with the Tompkins County Youth Services Dept.
  - *50% reimbursement on payments made by the Town to the Cooperative Extension for Lansing Youth Services Program up to a total of \$29,579,*
  - *50% reimbursement on payments made by the Town for Youth Employment up to a total of \$1,000.*
8. It is understood between the parties that any persons hired or contracted with by the Town are not employees of the County.

9. Tompkins County encourages the payment of livable wages whenever practical and reasonable.
10. It is the responsibility of the municipality to execute any subcontracts with other providers authorized in the Program Plan and Budget and to provide the Tompkins County Youth Services Department with a copy.
11. No youth shall be denied access to any county-supported program because of race, creed, color, gender, sexual orientation, national origin, disability, or ability to pay.
12. The Town certifies to the County that the programs and services to be provided and described herein are accessible for the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.
13. The Town agrees that it will comply with federal, state, county and other applicable laws regarding work under municipal contracts, matters of employment, length of hours, Workers' Compensation and human rights, which pertain to this agreement and the services to be provided.
14. REGULATORY COMPLIANCE. The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Contractor agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be viewed at [www.tompkins-co.org](http://www.tompkins-co.org), or a copy can be obtained by contacting Tompkins County Department of Administration.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the Contractor provides healthcare services, the Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By signing this contract, the Contractor attests to the fact that the Contractor and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

15. The Town shall release, waive, indemnify, hold harmless, and defend the County and its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to, losses, costs, expenses, penalties, or other damages or liability brought against the County and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the Town, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the County. The indemnification will survive the term of this Agreement whether it is terminated or expired. The Town shall maintain the minimum limits of insurance as outlined by this Agreement in **Attachment A** or as required by law, whichever is greater.

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
**County of Tompkins**  
**Jessi Schmeiske**  
**Risk & Compliance Administrator**

DATED: \_\_\_\_\_

\_\_\_\_\_  
**Ruth Groff**  
**Supervisor, Town of Lansing**

**ATTACHMENT A:**

Contractor/Subcontractor shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this agreement by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor/Subcontractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

**A.) Workers' Compensation and New York Disability**

**Workers' Compensation**

Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, **OR**

CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), **OR**

SI-12 - Certificate of NYS Workers' Compensation Self Insurance, **OR**

GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability \$1,000,000

**Disability Benefits Requirements**

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, **OR**

DB120.1 - Certificate of Disability Benefits Insurance, **OR** DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

**B.) Commercial General Liability (CGL) including, contractual, independent contractors, products/completed operations**

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Expense	\$5,000

- Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured’s on a primary and non-contributory basis.**
- Contractor, owner, and all other parties required of the Contractor shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) AND CG2037 (04/13) or CG2037 (04/13) AND CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contactor/Subcontractor. It shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

**C.) Commercial Umbrella** \$1,000,000

- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- Tompkins County and its officers, employees, agents and elected officials are to be included as Additional Insured’s on a primary and non-contributory basis.
- Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor/Subcontractor.

**D.) Waiver of Subrogation**

Contractor/Subcontractor waives all rights against Tompkins County and its officers, employees, agents and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers’ liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by the New York State and have an A.M. Best’s Key Rating no lower than “A-X”. Proof of insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with the RFP, bid, and/or signed agreement.

**MOTION AUTHORIZING SUPERVISOR TO SIGN LANSING YOUTH SERVICES 2025 AGREEMENT**

**MOTION M25-**

**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN LANSING YOUTH SERVICES 2025 AGREEMENT**

Motion authorizing Town of Lansing Supervisor to sign Lansing Youth Services 2025 Agreement between Tompkins County and Town of Lansing, Term of Agreement January 1 through December 31, 2025.



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Lansing, NY** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **1/1/25-12/31/25**.

### I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member’s needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life. Discounts vary by season and location.



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## II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

## III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.





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#### IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

#### V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

#### VI. Optional Services

- **GCN Compliance Training: NO**  
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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## VII. Term

- A. Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

## VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

## IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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 Educators' EAP  
 Higher Ed EAP  
 HealthCare EAP  
 Union AP

**X. Force Majeure**

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

**XI. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

**XII. Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES LLC**

**Town of Lansing, NY**

\_\_\_\_\_  
 Gordon G. Bell, President

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | EXHIBIT A

Town of Lansing, NY ("Client") 1/1/25-12/31/25

### Service Charges and Payment

- A. The annual fee for the employee assistance program is **\$18.19** per employee.
- B. The total number of employees covered under this Agreement is **46**.
- C. Client agrees to pay ESI the sum of **\$836.74** annually.
- D. The annual fee includes all employees and their household members as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. Trauma Responses available at **\$250.00** per hour plus travel time.
- H. DOT-required Substance Abuse Evaluations - **\$850.00** each.

**MOTION AUTHORIZING SUPERVISOR TO SIGN 2025 EMPLOYEE ASSISTANCE PROGRAM (EAP) AGREEMENT**

**MOTION M25-**

**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN 2025 EMPLOYEE ASSISTANCE (EAP) PROGRAM AGREEMENT**

Motion authorizing Town of Lansing Supervisor to sign 2025 Employee Assistance Program (EAP) Agreement between ESI Employee Assistance Group and Town of Lansing, Term of Agreement January 1 through December 31, 2025.

**New York State Energy Research and Development Authority  
("NYSERDA")**

**AGREEMENT**

- 1. Agreement Number: TBD
- 2. Contractor: Town of Lansing
- 3. Project Director: Patrick Tyrrell
- 4. Effective Date: 12/02/2024
- 5. Total Amount of Award: \$90,000.00
- 6. Project Period: 12/02/2024 - 12/31/2027
- 7. Expiration Date: 06/30/2028
- 8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Reporting Instructions

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

**TOWN OF LANSING**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY**

Signature: \_\_\_\_\_

NYSERDA Authorized Signatory

**Exhibit A – Statement of Work  
Clean Energy Communities (CEC) Program**

Town of Lansing

CEC001237

**Project Background**

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

Town of Lansing (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

Under this agreement, the Contractor shall implement the following component(s):

**Project Component: Building Heat Pump Upgrades**

NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

Air-Source Heat Pump System(s) or Ground-Source Heat Pump System(s) located at:

- 29 Auburn Road, Lansing, NY 14882

The estimated savings of this component is 5.3 metric tons of carbon dioxide equivalent (MTCO<sub>2</sub>e).

**Definitions**

**Contractor Team:** At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

**NYSERDA Project Manager:** NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

**Metrics Workbook:** After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

**Deliverable Review Process**

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager’s comments and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

**Minimum Performance Requirements**

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

**Project Component: Building Heat Pump Upgrades**

Requirements for this component:

The funding may be used for the following purposes:

- Ground-Source Heat Pump Systems

The building, facility, and installed equipment must be owned by the Contractor.

NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

Requirements for Ground-Source Heat Pump (GSHP) System projects

- Ground Source Heat Pump Designers, Installers, or Drillers shall be accredited by the International Ground Source Heat Pump Association (IGSHPA).
- Ground-Source Heat Pump projects and installers shall meet the requirements of applicable Ground-Source Heat Pump utility incentive programs.
- Ground-Source Heat Pump equipment shall be ENERGY STAR®.

**Total Contract Award**

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

**Tasks**

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

**Task 1.0: Planning Phase**

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.



**Task 1.0 Deliverables:**

**Project Component: Building Heat Pump Upgrades**

Deliverables for this component:

- Quote(s) providing for the implementation of Building Heat Pump Upgrades that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work to be performed.
- GSHP incentive program applications or comparable information, if applicable.

\*GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.

**Task 2.0: Project Completion**

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data, verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

**Task 2.0 Deliverables:**

**Project Component: Building Heat Pump Upgrades**

Deliverables for this component:

- Proof of final payment such as cancelled checks or comparable information
- Metrics Workbook (in Excel format) reflecting the design and specifications of work as built.
- GSHP incentive program applications or comparable information, if applicable.
- Additional incentive program applications or comparable information, if applicable

**Milestone Payment Table**

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA’s expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
<b>Project Plan Phase</b>			
1	12/31/2025	Planning Phase – Building Heat Pump Upgrades	\$22,500.00
<b>Project Completion Phase</b>			
2	12/31/2027	Completion Phase – Building Heat Pump Upgrades	\$67,500.00
		<b>Total Project Budget</b>	<b>\$90,000.00</b>

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included

in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased

under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value \* percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA’s full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA’s Salesforce application, the Contractor shall submit invoices electronically to NYSERDA’s online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA’s Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor’s cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement “I hereby request that upon NYSERDA’s approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA’s Prompt Payment Policy, as detailed in the NYSERDA agreement” or, if this project is managed through NYSERDA’s Salesforce application, via NYSERDA’s Salesforce Contractor Portal with the Contractor’s log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA’s Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section

4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor’s performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor’s rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor’s original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor’s proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now

or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor’s satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA’s Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA’s rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA’s Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor’s knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise

interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](http://www.nyserda.ny.gov/-/media/Files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf) <http://www.nyserda.ny.gov/-/media/Files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf>);

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

## Article X

### Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

## Article XI

### Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement,



insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity

may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor’s expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers’ compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor’s employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA’s employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA’s need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor’s personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor’s discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in

such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA  
 Name: Wendy M. MacPherson  
 Title: Director of Contract Management  
 Address: 17 Columbia Circle, Albany, New York 12203  
 Facsimile Number: (518) 862-1091  
 E-Mail Address: Wendy.MacPherson@nyserda.ny.gov  
 Personal Delivery: Reception desk at the above address

Name:  
 Title:  
 Address:  
 Facsimile Number:  
 E-Mail Address:

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which

enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA’s Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA’s Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA’s funding participation in the Project, and shall state that “NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York.” Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor’s policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS  
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor’s behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any

other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. **SET-OFF RIGHTS.** NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. **PROPRIETARY INFORMATION.** Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA's Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
625 Broadway  
Albany, New York 12207  
Telephone: 518-292-5200  
Fax: 518-292-5884  
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development



Division of Minority and Women's Business Development  
625 Broadway  
Albany, New York 12207  
Telephone: 518-292-5200  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012><http://www.ogs.ny.gov/about/regs/ida.asp>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

**504.1. Purpose and Applicability.** (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA’s regulations, which consists of NYSERDA’s policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.)

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

**504.2. Definitions.** Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) “Date of Payment” means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) “Designated Payment Office” means the Office of NYSERDA’s Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) “Payment” means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) “Prompt Payment” means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) “Payment Due Date” means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) “Proper Invoice” means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA’s Controller, marked “Attention: Accounts Payable,” at the Designated Payment Office.

(g)(1) “Receipt of an Invoice” means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

**504.3. Prompt Payment Schedule.** Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

**504.4. Payment Procedures.**

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

**504.5. Exceptions and Extension of Payment Due Date.** NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate,

whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

**504.6. Interest Eligibility and Computation.** If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

**504.7. Sources of Funds to Pay Interest.** Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

**504.8. Incorporation of Prompt Payment Policy Statement into Contracts.** The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

**504.9. Notice of Objection.** Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

**504.10. Judicial Review.** Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

**504.11. Court Action or Other Legal Processes.**

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E  
Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric

Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

**MOTION APPROVING CONTRACT WITH NYSERDA FOR TOWN HALL HVAC PROJECT GRANT**

**MOTION M25-**

**MOTION APPROVING CONTRACT WITH NYSERDA FOR TOWN HALL HVAC PROJECT GRANT**

Moved that the NYSERDA contract and agreement respecting the Town’s grant from NYSERDA for the Town Hall HVAC Project, in the amount of \$90,000, be and hereby is approved, and the Town Supervisor may execute the same for and in the name of the Town of Lansing.



**MOTION SCHEDULING PUBLIC HEARING FOR LOCAL LAW #1 OF 2025,  
TO AMEND ZONING AND SUBDIVISION CODES**

**MOTION M25-**

**MOTION SCHEDULING PUBLIC HEARING FOR LOCAL LAW #1 OF 2025,  
TO AMEND ZONING AND SUBDIVISION CODES**

Moved that the public hearing for Local Law #1 of 2025, entitled “A Local Law of the Town of Lansing to Amend the Code of the Town of Lansing, Chapter 270 – Zoning and Chapter 235 – Subdivision of Land” is scheduled for March 19, 2025, at 6: 31 PM.

**MOTION APPROVING USE OF RESERVE FUNDS TO PURCHASE VACUUM TRUCK**

**MOTION M25-**

**MOTION APPROVING USE OF RESERVE FUNDS TO PURCHASE VACUUM TRUCK**

Moved that the Town Equipment Reserve Fund (Account No: DB231) be used to purchase a Vacuum Truck for town purposes in an amount not to exceed \$97,500, and that this resolution be subject to permissive referendum as required by General Municipal Law Article 2 and Town Law Article 7.



January 24, 2025

Town of Lansing  
Supervisor Ruth Groff  
29 Auburn Road  
Lansing, NY 14882

Re: Light Emitting Diode Street Light Conversion Letter Agreement

Dear Supervisor Groff:

This letter agreement (the "Agreement") effective as of the 24th day of January 2025, shall be a binding agreement between New York State Electric & Gas Corporation ("NYSEG" or "Company") and the Town of Lansing ("Customer"), upon execution by an authorized representative of Customer and its return to Company.

1. Customer requested Company to replace the existing Company owned streetlight ("non-LED") fixtures in the Town of Lansing with Light Emitting Diode streetlights ("LED") fixtures. The existing non-LED fixtures to be replaced are served pursuant to Company's PSC No. 121 – Schedule for Electric Service Street Lighting ("PSC No. 121") – Service Classification No. 3 – Standard Street Lighting Service – Available for Existing and New Standard Facilities, and Limited Contiguous Expansion tariff, as may be amended from time to time ("SC No. 3"). The LED fixtures to be installed will also be served pursuant to SC No. 3. Company agrees to perform such removal and installation, subject to the terms and conditions of this Agreement.

2. Customer agrees to pay Company for the unexpired life of the existing Company owned non-LED fixtures when invoiced by the Company. Company and Customer agree the unexpired life value of the non-LED fixtures to be replaced is Three Thousand Five Hundred Ten and 24/100 Dollars U.S. (\$3510.24). This unexpired life charge is valid for 180 days for the conversion of equipment as described in Attachment A of this agreement.

3. Schedule A attached hereto illustrates the LED lumen equivalent for LED fixtures available pursuant to SC No. 3 with the corresponding comparable existing non-LED fixture. Schedule B attached hereto represents the non-LED fixtures Customer requests to be replaced with the relevant LED fixture information concerning wattage selection and the Correlated Color Temperature (in Kelvin) ("CCT").

4. The rate applicable for service for the LED fixtures will be pursuant to SC No. 3.



5. Customer acknowledges and agrees that if Customer desires to remove, modify, or replace the LED fixtures installed by Company for any reason, including but not limited to wattage or lumen reduction/increase, removal of light or change of CCT, such removal, modification or replacement shall be at the Customer’s sole cost and performed by the Company in accordance with its PSC No. 121. The Company shall invoice Customer for the actual resulting costs and Customer agrees to pay such invoice within thirty (30) days of receipt.

6. Company will use reasonable utility standard practices in the implementation of work zone traffic control. If the location of the non-LED fixture requires special work zone traffic control, as required by the Customer or other governing agency, to install the LED fixture, the Company shall invoice Customer for the actual costs and Customer agrees to pay such invoice within thirty (30) days of receipt.

If Customer agrees with the terms of this Agreement and wishes to proceed with the replacement of the non-LED fixtures with the Customer requested LED fixtures described hereto, please indicate the Customer’s agreement with a signature, as indicated below, from a duly authorized representative of Customer.

**New York State Electric & Gas Corporation**

*Amanda Gill*

Amanda Gill  
Manager – Programs & Products

ACCEPTED:

**Town of Lansing**

By (print): \_\_\_\_\_

Name(sign): \_\_\_\_\_

Title: \_\_\_\_\_ Duly Authorized

Date: \_\_\_\_\_

**SCHEDULE A**



### Non-LED Fixture vs. LED Fixture Lumen Equivalent

The below table represents the LED Fixture lumen equivalent lights available pursuant to New York State Electric & Gas Corporation's PSC No. 121 – Schedule for Electric Service Street Lighting (“PSC No. 121”) – Service Classification No. 3 – Standard Street Lighting Service – Available for Existing and New Standard Facilities, and Limited Contiguous Expansion (“SC No. 3”) tariff for existing Non-LED Cobra Head style streetlights. *The below LED lights are available in a Correlated Color Temperature (CCT) of 3,000 Kelvin or 4,000 Kelvin.*

Existing Non-LED Fixture	Recommended LED Fixture Equivalent
50-Watt Street Light	2,000 Lumen LED Street Light
70-Watt Street Light	3,000 Lumen LED Street Light
100-Watt Street Light	4,500 Lumen LED Street Light
150-Watt Street Light	6,700 Lumen LED Street Light
250-Watt Street Light	10,000 Lumen LED Street Light
400-Watt Street Light	15,000 Lumen LED Street Light

### Schedule B



### Customer LED Fixture Selection

Customer would like Company to replace the Existing Non-LED Fixtures and install the indicated selected LED Fixture as represented in this Schedule B and indicated below, all with a Correlated Color Temperature (CCT) of **3,000** Kelvin.

LED Fixture	Count of Selected LED Fixture
2,000 Lumen LED Cobra Head	N/A
3,000 Lumen LED Cobra Head	N/A
4,500 Lumen LED Cobra Head	N/A
6,700 Lumen LED Cobra Head	N/A
10,000 Lumen LED Cobra Head	N/A
15,000 Lumen LED Cobra Head	N/A

4,500 Lumen LED Post Top light	29
10,000 Lumen LED Flood light	N/A
15,000 Lumen LED Flood light	N/A

**MOTION AUTHORIZING SUPERVISOR TO SIGN NYSEG LIGHT EMITTING  
DIODE STREET LIGHT CONVERSION**

**MOTION M25-**

**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR  
TO SIGN NYSEG LIGHT EMITTING DIODE STREET LIGHT CONVERSION**

Motion authorizing Town of Lansing Supervisor to sign Light Emitting Diode Street Light Conversion Agreement between NYSEG and Town of Lansing, dated January 24, 2025.

**RESOLUTION APPOINTING CYNTHIA LION TO THE BOARD OF ETHICS**

**RESOLUTION 25-**

**RESOLUTION APPOINTING CYNTHIA LION TO  
THE BOARD OF ETHICS**

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

WHEREAS, Local Law #1 of 2021, Town of Lansing Ethics Law, was adopted March 17, 2021; and

WHEREAS, per **§ 18-6 Board of Ethics**. There is hereby established a Board of Ethics consisting of five members, to be appointed by the Town Board, all of whom shall reside in the Town, and all of whom shall serve without compensation and at the pleasure of the Town Board. No member of the Board of Ethics shall be a Town Employee or a Relative of any Town Employee. Ethics Board members will have staggered 5-year terms, and appointments will be initially made for terms of members running for 1 to 5 years, so that one appointment arises for consideration or renewal annually. Ethics Board members may be reappointed at the expiration of their term. The Attorney for the Town shall be an *ex officio* member of said Board without voting privileges, for the purposes of providing legal guidance and advice to allow the Board of Ethics to efficiently perform its functions; and

WHEREAS, the Board of Ethics has recommended that Cynthia Lion be appointed to a 5-year term on the Board of Ethics; and

WHEREAS, upon and after due deliberation upon this matter, The Town Board of the Town of Lansing has hereby

RESOLVED, that Cynthia Lion is hereby appointed to a 5-year term on the Board of Ethics, effective February 21, 2025 and expiring December 31, 2029.



**RESOLUTION ACKNOWLEDGING THAT THE REQUIRED AUDIT OF THE JUSTICE COURT RECORDS FOR 2024 HAS BEEN CONDUCTED**

**RESOLUTION 25-**

**RESOLUTION ACKNOWLEDGING THAT THE REQUIRED AUDIT OF THE JUSTICE COURT RECORDS FOR 2024 HAS BEEN CONDUCTED**

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

WHEREAS, Resolution 25-01 directs the Supervisor to have Justice Court records and dockets audited in accord with law, and

WHEREAS, the Supervisor, in accordance with Resolution 25-01, conducted the required audit on January 13, 2025, sent the report to the Town Board, and filed her findings and reports with the Town Clerk, and now be it therefore

RESOLVED, that the Supervisor, having conducted the audit of the Justice Court, shall provide a copy of the report and findings to the New York State Unified Court System in compliance with Section 2019-a of the Uniform Justice Court Act.

**RESOLUTION DECLARING MOWER, SNOWBLOWER, SNOWPLOW, SALT SPREADER AND COMPACTOR AS EXCESS PROPERTY AND AUTHORIZING DISPOSAL OR SALE**

**RESOLUTION 25-**

**RESOLUTION DECLARING MOWER, SNOWBLOWER, SNOWPLOW, SALT SPREADER AND COMPACTOR AS EXCESS PROPERTY AND AUTHORIZING DISPOSAL OR SALE**

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

WHEREAS, The Highway Department has excess property of 2007 Exmark Phazer 34" Mower Model PHZ19KA343, Snowblower MTD, Boss 10' Snowplow DXT, 2018 Western Salt Spreader, and NPK Compactor, that are old and for which no use exists; and

WHEREAS, the equipment named above are thus declared excess property and directed to be sold in a manner as produces fair value, whether at auction or private sale; and

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

RESOLVED, that the following be and hereby are declared as excess property of the Town for which no current or future use is anticipated

1. 2007 Exmark Phazer 34" Mower, Model PHZ19KA343, SN: 626729 (#253)
2. Snowblower MTD, SN: E6COF (#121)
3. 2020 Boss 10' Snowplow DXT, SN: 401458307 (#25B)
4. 2018 Western Salt Spreader 4.5yd, SN: 18092720213099039-1 (#25A)
5. 2013 NPK Compactor, SN: MRN14296 (#29A)

AND BE IT FURTHER RESOLVED that the Highway Superintendent, or his designee, sell the same "as is," document the sale thereof to verify fair value, and deliver the proceeds of the sale thereof to the Town Budget Officer. The Highway Superintendent, or his designee, be and each is hereby authorized to sign such bills of sale or other documents as are or may be necessary to give effect to this Resolution by and for the Town of Lansing.

**RESOLUTION DECLARING 2017 KUBOTA TRACTOR AS EXCESS PROPERTY AND AUTHORIZING DISPOSAL OR SALE**

**RESOLUTION 25-**

**RESOLUTION DECLARING 2017 KUBOTA TRACTOR AS EXCESS PROPERTY AND AUTHORIZING DISPOSAL OR SALE**

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

WHEREAS, The Town Parks and Recreation Department has excess property of one 2017 Kubota 3560 tractor/loader, that is old and for which no use exists; and

WHEREAS, the equipment named above is thus declared excess property and directed to be sold in a manner as produces fair value, whether at auction or private sale; and

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

RESOLVED, that the 2017 Kubota Tractor/Loader Model 3560, serial numbers 41831 be and hereby is declared as excess property of the Town for which no current or future use is anticipated and that the Parks and Recreation Supervisor, or his designee, sell the same “as is,” document the sale thereof to verify fair value, and deliver the proceeds of the sale thereof to the Town Budget Officer. The Parks and Recreation Supervisor, or his designee, be and each is hereby authorized to sign such bill of sale or other documents as are or may be necessary to give effect to this Resolution by and for the Town of Lansing.

**RESOLUTION APPROVING RETURN FROM TOWN WATER, SEWER AND STORMWATER COMMITTEE (WSSC) AND EFFECTING FORMAL CHARGES TO AND RULES FOR SUCH COMMITTEE UNDER TOWN CODE CHAPTER 7**

**RESOLUTION 25-**

**RESOLUTION APPROVING RETURN FROM TOWN WATER, SEWER AND STORMWATER COMMITTEE (WSSC) AND EFFECTING FORMAL CHARGES TO AND RULES FOR SUCH COMMITTEE UNDER TOWN CODE CHAPTER 7**

**WHEREAS**, in November 2024, the Town Board issued a referral and charges to WSSC to outline new rules, protocols, policies, and forms for the committee, and the committee met informally in December and formally in January and developed responses and updated forms, all of which have been formally referred back to the Town Board for review, amendment or update, and eventual approval; and

**WHEREAS**, the documents and forms submitted include the following:

- 1. WSSC 2025 Response to Town Board and Organizational Recommendations;
- 2. WSSC 2025 Policy and Procedure Updates;
- 3. Outside User Instructions for 2025;
- 4. FORM EASEMENT, 2025 - Water, Stormwater & Sewer Easement;
- 5. FORM EASEMENT, 2025 - Waterline and Curbbox Easement for Outside User; and
- 6. Model 2025 Outside User Agreement; and

**WHEREAS**, The Town Board has reviewed and generally approved each of such submissions, and upon deliberation thereupon, it was **RESOLVED** as follows:

- 1. The Outside User Instructions for 2025, the 2025 Outside User Agreement, and the form easements for 2025 be and hereby are approved as general forms, each to be adjusted or adjustable, or amended or amendable, to accommodate the specific project then under review. In all cases, easements and contracts are not valid or effective until approved by the Town Board.
- 2. The WSSC policies and procedures outlined in the WSSC 2025 update referenced above are hereby approved.
- 3. The following charges, rules, and standards shall apply to the WSSC, effective immediately, with each to remain in effect until further amended, repealed, or superseded by resolution of the Town Board:

**Committee Structure and Organization:**

- a. The committee shall be comprised of 5 people appointed by the Town Board: The Town Engineer, the DPW Director, the Attorney for the Town, a representative from Bolton Point, and a member of the planning board appointed by the Town Board. The current

membership is thus hereby confirmed as David Herrick, Mike Moseley, Guy Krogh, Gregg Weatherby, and Johnathan Licitra.

- b. The Town Board shall appoint the Chairperson of the committee from time to time and in its discretion. Mike Moseley is hereby appointed as Chairperson of the WSSC.
- c. Committee members and the Chairperson are permanent appointees, each to serve until they resign or are removed and replaced by the Town Board. The Town Board may amend the composition, appointees to, or number of committee members at any time and in its discretion.
- d. The Town Supervisor shall be the official liaison to the WSSC. The liaison is not a member of the committee and does not carry a vote upon the committee.
- e. The WSSC shall have no subcommittees or working groups except upon the express approval thereof by the Town Board.
- f. Subject to the requirements below, the WSSC may develop its own internal rules of procedure for scheduling and conducting its meetings, which shall be periodically approved by the Town Board when adopted or thereafter updated. Absent creating such rules, the WSSC shall operate under the same rules and exceptions as apply to Town Board procedures respecting Robert's Rules of Order.
- g. The spending authority of the WSSC shall be limited to small general appropriations approved by the Town Board for needed office supplies or administrative assistance.

**Committee Operations and Review Standards:**

- a. The WSSC shall meet monthly at 11:00 am on the first Tuesday of each month. Such time and date may be changed by the Chair for good cause for any one or all meetings. The WSSC may invite other people, public officers, or employees to meetings as they shall elect, whenever input, experience, or expertise is desired respecting any agenda item or matter.
- b. The WSSC shall keep minutes of all meetings and shall supply the same no less than quarterly to the Town Clerk's Office and the Town Supervisor.
- c. The WSSC shall consider matters and issue advisory opinions or guidance whenever any matter is referred to it by the Town Board, the DPW Director, or the Director of Planning. Matters referred to the WSSC for input or advisory opinions shall be responded to in a timely manner in writing, addressed to the person or body that submitted the request, with a copy of all recommendations and responses to also be supplied to the Town Clerk and the Town Supervisor.
- d. The WSSC shall issue an annual report to the Town Board of its key operational reviews and recommendations, and shall annually make recommendations to the Town Board

respecting any needed or desirable changes or updates to the Town Code and policies respecting water, sewer, and stormwater, special district formation, district improvements, outside user policies and procedures, the forms of easements and other instruments used for special districts and the provision of public utilities, and district extensions and policies.

- e. The WSSC shall act as the Water Advisory Committee as referenced in Town Code § 253-7. The WSSC shall not be authorized to undertake to conduct public meetings or public hearings, it shall not receive petitions for services or district formation, and it shall not make or amend town policies or undertake any legislative recommendations or approvals respecting town operations, policies, or codes without, in each case, a charge or referral to the committee made in accordance with these rules.
- f. When required or implicated, the WSSC shall provide guidance respecting lateral extensions of utilities in Agricultural Districts (see Town Code § 253-8; lateral extension agreements between the Town and NYSDAM), service extensions to outside users or backlot extensions (see Code § 253-9; and other current Town Policies), guidance on rates, fees, EDU tables, district formation, and district improvements arising in connection with water, sewer, stormwater, and special district matters as arise under Town Law Articles 12, 12-A, 12-C, 14, and 15.
- g. The extension of utilities shall be guided by the feasibility rules for water districts listed in the Town Code (engineering, planning, and financial feasibility), district extension and creation laws, and applying the guidance provided by the Town's Comprehensive Plan. These standards shall apply to all water, sewer, stormwater, and other special districts, all utility or infrastructure improvements, and all outside user extensions relating to any of the foregoing.
- h. Any request to extend services into an agricultural district shall be carefully reviewed, with priority given to protect agricultural needs and operations and the preservation of farmland and important soils. The committee shall determine whether a lateral extension condition or restrictions exists respecting any current or past agreements between the Town and the NYS Department of Agriculture and Markets and whether, if such a restriction or limitation does exist, an application should be made for permission or a waiver or variance of such lateral restrictions or other limitations. If any land in an agricultural district is included in any improvement or benefit district or area, the committee shall recommend such agreements or conditions as are appropriate for the Town to consider, as well as generally recommend the removal of such land and parcels from the agricultural district immediately or upon the next review by the county and state.
- i. No outside user agreements or connections, and no backlot access or approvals, shall be permitted or allowed for any town sewer districts or stormwater districts.
- j. Whenever multiple meters for utility services are needed upon one parcel, such parcel shall either be rationally subdivided, or the town shall impose a master metering requirement in congruence with any policies of Bolton Point or any municipality providing transportation or treatment of wastewater and septage.

- k. No special district or benefit/improvement area shall be reviewed or approved unless: (i) an informal petition is submitted to all landowners in the proposed service area that discloses the hook-up fees, preliminary estimated annual debt service, and first year's cost (calculated using the general rules of the NYS Comptroller); and (ii) at least 75% of the landowners sign such petition indicating that they would approve forming such district at such estimated cost; and (iii) such estimated cost shall in no case exceed or approach 200% of the State Comptroller's published thresholds for district review, or exceed a per lot average of \$500 per year (or reasonable equivalent) for any district or benefit area that is not a water or sewer provider (or for which the State Comptroller does not list thresholds). For good cause shown and explained in any report or recommendations, the WSSC may waive or recommend waiving any such standard, but it shall not be required to do so.
  
- l. Outside Users shall be required to submit system designs and locations by survey unless the committee shall for good cause waive the formal surveying requirement. Applicants shall be responsible for all costs of, and to obtain, any needed surveys, information, curatives, title reports, easements, rights of way, or licensing to install improvements and maintain them. All such rights shall be written in a manner as allows the Town access to the infrastructure along such easements or lands, including for emergency purposes. Applicants are responsible for all costs of construction and shall sign an Outside User Agreement in a form that is approved by the Town Board. All tap-in connections and all meter pits and curb boxes shall be clearly shown upon the survey or other mapping for the site, and a seal or written approval of the DPW Director for each such location shall be required for all Town, Bolton Point, and other permits and approvals.
  
- 4. The Town Board hereby refers the following matters to the WSSC for consideration and recommendations, with a request that recommendations be submitted on or before August 31, 2025:
  - a. Consider clarifications to the existing Town Code to help differentiate between capital costs and operational and general maintenance costs, particularly when addressing revenues for debt repayment for capital construction costs, and water or sewer rates or rents for operational and general maintenance costs.
  - b. Consider updates to and formalization of standard EDU-based formulas for water and sewer charges, including for district and extension purposes.
  - c. The WSSC should draft initial proposals to amend the Town Code to mirror, as applicable, the feasibility review standards for water systems, to apply them to (i) sewer districts and their extensions and improvements, and (ii) drainage districts and their extensions and improvements.

**RESOLUTION CREATING TWO ADDITIONAL MOTOR EQUIPMENT OPERATOR POSITIONS IN THE PUBLIC WORKS DEPARTMENT IN TOWN CIVIL SERVICE ROSTER**

**RESOLUTION 25-**

**RESOLUTION CREATING TWO ADDITIONAL MOTOR EQUIPMENT OPERATOR POSITIONS IN THE PUBLIC WORKS DEPARTMENT IN TOWN CIVIL SERVICE ROSTER**

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

WHEREAS, pursuant to the Civil Service Law, and in conjunction with the Tompkins County Civil Service Unit and the County Personnel Office, the Town has identified a need for two (2) additional Motor Equipment Operators (MEOs) in the Public Works Department, and has a qualified job description, a duty list, and job qualification requirements for such positions; and

WHEREAS, there are currently twelve MEO positions the Town wishes to add two “Motor Equipment Operator” positions to the roster and organizational chart previously approved on 11/20/2024; and

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

RESOLVED, that the Town Board hereby approves the amendment to the organizational chart and civil service roster of the Town of Lansing for the Department of Public Works; be it further

RESOLOVED, that the appropriate Town officer be and hereby is authorized to make such changes to the Towns’ employment and civil service rosters, to file the required Civil Service forms to effect such changes per this Resolution, and to file forms 428s, if required.



**TOWN OF LANSING NEW YORK  
COMMERCIAL PROJECT DEVELOPER'S AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made this 22nd day of January 2025, between NY Lansing I LLC & NY Lansing II LLC (also known as Delaware River Solar), and their successors, heirs, and assigns (the "Developer") and the Town of Lansing, New York (the "Town").

**RECITALS:**

**WHEREAS**, the Developer has proposed the development of two solar energy facilities on lands located at Tax Parcel Numbers 44.-1-1.2 and 44.-1-3.3, such systems and improvements to be owned and operated by the Developer (the "Project"), and the Town, in order to review the Project and examine the Project's impacts and requirements, including stormwater, environmental, site planning, subdivision, zoning, and various other review criteria as are set forth in the Town Code, such as but not limited to Chapters 270 and 225 therein (herein, the "Code"); and

**WHEREAS**, the Developer desires to facilitate project reviews, including, but not limited to, initial evaluations in relation to site plan review elements, permit reviews, New York State Environmental Quality Review Act ("SEQRA") reviews, and other reviews of the Project by the Town Board, the Planning Board, the Zoning Board of Appeals, and the Town's engineers, attorneys, and other consultants now existing or hereafter to be hired or retained; and

**WHEREAS**, in connection with these reviews and the Project, there are and will be expenses incurred by the Town, such as but not limited to site plan review expenses, inspections, review of building permit applications, stormwater reviews, and certain SEQRA review expenses, some or all of which will require that the Developer obtain approvals, findings, determinations, conditions, permits, or review findings or related clearances to be able to proceed with the Project (the "Approvals"); and

**WHEREAS**, the Developer acknowledges and agrees that any expense, liability, risk, or loss assumed, undertaken or incurred by the Developer under, pursuant to, or in connection with this Agreement is at the Developer's sole and own risk as: (i) the Town, by authorizing and executing this Agreement, makes no direct or implied representations or promises as to the feasibility or approval of the Project, conditioned or otherwise; and (ii) the Developer acknowledges and agrees that any expenses undertaken or incurred by Developer before Project approval for Project materials or for Developer-hired services are at the Developer's sole and own risk.

**NOW, THEREFORE**, in consideration of the foregoing recitals and facts, all of which shall be deemed a material part of this Agreement, and upon the exchange of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Developer and the Town, the Developer and the Town agree as follows:

1. The Developer shall comply with the requirements set forth under the Code and any conditions of review or approval set forth by the Town or any of its boards or commissions, including in and any permits or approvals, including any conditions or requirements therein.
2. Any and all reviews and expenses of review incurred by the Town and its engineer and attorneys that are specific to the Project and not of a general nature or character (such as, but not limited to Stormwater reviews, certain SEQRA reviews, certain accelerated review expenses, and expenses of drafting certain conditions and laws, and certain other incurred review expenses such as, but not limited to, publication, posting, and mailing expenses (all severally and together, the "Review Costs"), shall be undertaken, conducted and incurred by the Town when appropriate based upon either the request of the Developer or the Town's reasonable determination that the Project requires such action, expense, or review in order to advance towards or obtain Approvals.

3. The Developer shall initially deposit the sum of Two Thousand Five Hundred Dollars (\$2,500.00) to the Town to pay for anticipated Review Costs (the "Deposit") and the Town may use such funds to pay Review Costs. The Town shall hold said funds in a non-interest bearing account (the "Escrow Account") and shall apply such funds only as permitted under this Agreement. Upon consumption or depletion of any Deposit below the sum of Five Hundred Dollars (\$500.00), the Developer shall replenish the Escrow Account to bring its unencumbered balance to \$2,500.00 within 15 business days of the delivery of a notice from the Town.

4. At the time of final Project Approvals, or in the event of delivery of written notice by Developer indicating that the Developer is abandoning the Project and surrendering all rights, permits and Approvals related to the Project development, the Town will return to the Developer the remaining funds in the Escrow Account not used to pay any outstanding Review Costs associated with the Project. Upon the reasonable request of the Developer, including at the time of any Project Approvals (preliminary or final) or abandonment, the Town will provide Developer with an accounting of all Review Costs. However, no such request for an accounting shall defer or delay any payment of Review Costs or the payment of any additional funds needed to replenish the Escrow Account.

5. The obligations and liabilities set forth in or required by this Agreement shall be binding upon the Developer, its successors, heirs and assigns. This Agreement is and shall be and remain enforceable at law in the Town Court, or at law or in equity in such other court with appropriate jurisdiction. In the event the Town is required to bring suit to collect any Deposit or Review Costs and is the prevailing party as determined by the applicable court or tribunal, the Town shall also cover its reasonable attorneys' and experts' fees and expenses incurred in connection therewith, together with any related court costs and expenses, all in an amount as determined by such court or tribunal.

6. The Developer acknowledges and agrees that Developer is not an agent of the Town for any purpose, and may not speak for, represent, or bind the Town to any agreement or promise proposed or published in favor of any third party.

7. The Developer shall indemnify and hold the Town harmless, to the fullest extent permitted by law from and against all claims, expenses, losses, liabilities, damages, judgments, suits, and legal proceedings, and any and all costs and expenses arising in connection therewith, including attorneys' and experts' fees (all severally and collectively, "Claims"), arising out of or in any manner connected with this Agreement and the Project, including third party Claims.

8. If any provision of this Agreement is held or adjudged invalid or unenforceable by a court or other tribunal of competent jurisdiction, then: (i) such provision shall severed from this Agreement and such severance shall not affect the validity or operation of any other provision and the balance hereof shall survive; and (ii) such holding or determination shall be confined in its operation to the provision(s) and parties directly involved in the controversy in which such holding judgment shall have been rendered, and shall not apply to other parties, facts, or circumstances.

9. Except as otherwise provided for under the Code, this Agreement constitutes the entire understanding of the parties in respect of this Agreement. No waiver by either party of any requirement of this Agreement or any default hereunder shall be deemed a waiver of any prior or subsequent requirement or default of the same or other provisions or obligations of this Agreement. In the event that there is a conflict between the terms of this Agreement and the Code or the laws of New York, the Code and the laws of new York shall govern the respective rights and obligations of the Developer and the Town.

10. Notwithstanding anything to the contrary contained in this Agreement, Developer hereby acknowledges and agrees that it may not assign its rights and obligations under this Agreement to any other person or entity without the prior written consent of the Town.

**IN WITNESS WHEREOF**, the Developer and the Town have each executed this Agreement to sign with the terms hereof.

Section 7, Item m.

The Town of Lansing New York

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Developer \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**RESOLUTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN COMMERCIAL PROJECT DEVELOPER’S AGREEMENT BETWEEN DELAWARE RIVER SOLAR AND THE TOWN OF LANSING AND TO ESTABLISH AN ESCROW ACCOUNT FOR REVIEW COSTS**

**RESOLUTION 25-**

**RESOLUTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN COMMERCIAL PROJECT DEVELOPER’S AGREEMENT BETWEEN DELAWARE RIVER SOLAR AND THE TOWN OF LANSING AND TO ESTABLISH AN ESCROW ACCOUNT FOR REVIEW COSTS**

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

WHEREAS, NY Lansing I LLC and NY Lansing II LLC, also known as Delaware River Solar, (the “Developer”) has proposed the development of two solar energy facilities on lands located at Tax Parcel Numbers 44.-1-1.2 and 44.-1-3.3, such systems and improvements to be owned and operated by the Developer (the “Project”), and the Town, in order to review the Project and examine the Project’s impacts and requirements, including stormwater, environmental, site planning, subdivision, zoning, and various other review criteria as are set forth in the Town Code, such as but not limited to Chapters 270 and 225 therein (herein, the “Code”); and

WHEREAS, the Developer desires to facilitate project reviews, including, but not limited to, initial evaluations in relation to site plan review elements, permit reviews, New York State Environmental Quality Review Act (“SEQRA”) reviews, and other reviews of the Project by the Town Board, the Planning Board, the Zoning Board of Appeals, and the Town’s engineers, attorneys, and other consultants now existing or hereafter to be hired or retained; and

WHEREAS, in connection with these reviews and the Project, there are and will be expenses incurred by the Town, such as but not limited to site plan review expenses, inspections, review of building permit applications, stormwater reviews, and certain SEQRA review expenses, some or all of which will require that the Developer obtain approvals, findings, determinations, conditions, permits, or review findings or related clearances to be able to proceed with the Project (the “Approvals”); and

WHEREAS, the Developer acknowledges and agrees that any expense, liability, risk, or loss assumed, undertaken or incurred by the Developer under, pursuant to, or in connection with this Agreement is at the Developer’s sole and own risk as: (i) the Town, by authorizing and executing this Agreement, makes no direct or implied representations or promises as to the feasibility or approval of the Project, conditioned or otherwise; and (ii) the Developer acknowledges and agrees that any expenses undertaken or incurred by Developer before Project approval for Project materials or for Developer-hired services are at the Developer’s sole and own risk, and

WHEREAS, such agreement has been reviewed by and is generally acceptable to the Town Board, and upon consideration and deliberation upon the foregoing, the Town Board of the Town of Lansing has hereby

RESOLVED, to authorize the Town of Lansing Supervisor, to sign said agreement, and

RESOLVED, to establish an Escrow Account to allow for segregated accounting for such funds provided by the Developer to cover anticipated Review Costs incurred by the Town specific to the Delaware River Project.

**RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS**

**RESOLUTION 25-**

**RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS**

The bills were reviewed by Councilperson Judy Drake and Councilperson Laurie Hemmings. The Accountant or the Bookkeeper is hereby authorized to pay the following bills and to make the following budget modifications.

**CONSOLIDATED ABSTRACT # 002**

TOWN OF LANSING				
Abstract # 002				02/18/25
Summary by Fund				09:40:18
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	9,682.69	113,720.95	123,403.64
B	GENERAL FUND OUTSIDE VILLAGE	271.76	8,395.80	8,667.56
DA	HIGHWAY FUND TOWNWIDE	740.42	57,367.21	58,107.63
DB	HIGHWAY FUND OUTSIDE VILLAGE	222.86	5,616.01	5,838.87
HG	DPW FACILITY PROJECT		92,634.70	92,634.70
SL1-	LUDLOWVILLE LIGHTING DISTRICT	99.49		99.49
SL2-	WARREN ROAD LIGHTING DISTRICT	701.42		701.42
SL3-	LAKEWATCH LIGHTING DISTRICT	1,011.01		1,011.01
SS1-	WARREN RD SEWER	1,547.54	27,721.42	29,268.96
SS3-	CHERRY ROAD SEWER DISTRICT	23.78	7,254.23	7,278.01
SW	LANSING WATER DISTRICTS	20,968.70	211,549.33	232,518.03
TA	TRUST & AGENCY	688.42	81,727.22	82,415.64
<b>Total:</b>		<b>35,958.09</b>	<b>605,986.87</b>	<b>641,944.96</b>

**BUDGET MODIFICATIONS**

2.20.25

Fiscal Year End 12.31.24

**GENERAL FUND TOWNWIDE A FUND**

February 20th, 2025

**FROM                      TO                      FOR                      AMOUNT**

A599 (Appropriated Fund Balance)	A9050.800 (Unemployment Insurance)	TO COVER PAYROLL EXPENSES THROUGH YEAR END	\$ 701.85
<b>Total Fund Balance to Be Used</b>			<b>\$ 701.85</b>

**CONSENT AGENDA MOTIONS M25-XX – M25-XX AND RESOLUTIONS 25-XX – 25-XX**

**RESOLUTION 25-**

**CONSENT AGENDA MOTIONS M25-XX – M25-XX AND RESOLUTIONS 25-XX – 25-XX**

The following Motions and Resolutions were duly presented for consideration by the Town Board:

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

RESOLVED, that the Consent Agenda Motions **M25-XX – M25-XX** and Resolutions **25-XX – 25-XX**, are hereby approved as presented and amended, and

The question of the adoption of such proposed Consent Agenda Motions and Resolutions were duly motioned by Councilperson \_\_\_\_\_, duly seconded by Councilperson \_\_\_\_\_, and put to a roll call vote with the following results:

- |                                    |                                 |
|------------------------------------|---------------------------------|
| Councilperson Judy Drake –         | Councilperson Laurie Hemmings – |
| Councilperson Christine Montague – | Councilperson Joseph Wetmore –  |
| Supervisor Ruth Groff –            |                                 |

Accordingly, the foregoing Motions and Resolutions were approved, carried, and duly adopted on February 20, 2025.



## Lansing Town Historian Annual Report f/y 2024

### Fannie M. Welch, Historian

For the ten years before I took the position of Town Historian I went with Louise Bement, the Historian to the Archive building from 10am until Noon. I filed, dusted and did whatever jobs she asked me to do. When I took the current position as Historian I continued that time frame. Since there have only been two people who have come at that time, I am now changing the hours from the FIRST SATURDAY OF EACH MONTH from 10am until 2pm or by appointment by dialing 607 533 4664. This time change takes effect April 5, 2025.

I met with Steve Smith and shared info on the Howell family.

The Kwortnik's emailed asking if I had any information on the Federal House in Ludlowville which they had just purchased.

Robb Jetty emailed asking if I knew how old his house at Lansing Station was. He thought it must be old by the looks of the framework. I went down to look and it is more modern. I recognized the property which had been the home of Dr. Kenneth Felch. There were two old style houses thereon which he had had torn down and the timbers were then used in the framework of the new house.

Marie Romanowski and her husband were visiting from Florida and she was interested if there were folks still living in Myers that she knew when she lived there during her High School Days.

I got an email from the Lansing Library. The Children's Librarian said a volunteer wanted to ask the LCS Kindergarteners to visit the Community Library. Shelley, the Librarian asked if I would be able to open the Field School for the 68 kids on June 7. They would be divided into three

groups...one third at the School house, 1/3 at the Library and 1/3 at the Community Center.

Louise Bement had met with the Kindergarten a few years before so I looked to see what she may have done....no luck!

I said yes, I was available and would look forward to seeing all those young faces.

At 10:10 am the big yellow bus arrived. The kids were already divided into three groups and each group wore a different color t-shirt.

Anne Drake and I had gone up earlier and swept the building, dusted the desks and then placed a sheet of paper and a pencil on each desk. When the kids entered they had to share desks and then I asked them to print their name on the piece of paper. Anne and I collected the papers, cut out the names and used them on a display with photos which the Librarian had taken.

It was a great opportunity to show off our GEM!

The Lansing Historical Association had decided to have the Noth Cabin open on July 4<sup>th</sup>. There were only ten folks who signed in. As I was closing the Cabin a woman with her five kids came. She said her son would be starting school in the Fall.

The Cabin has been partially furnished and a lamp and open Bible are on a table under the window (which is closed).

As the Holidays approached I put a wreath on the door.

I have spent quite a bit of time talking with Gary Christopher on the days of 'Chris 'n Greens. I have also contacted and spoken with several

people who have had businesses in South Lansing. I am currently working on a book telling the story of that little hamlet.

I Attended the program “Rum Runners and Bootleggers” by John Lamphere.

I researched and wrote an article “Lansing Ladies of WW 2” for the Association Newsletter.

The Tompkins County Historians meetings this year I have attended three, one in person and two on ZOOM!

I have missed one of the Lansing Association meetings when I had pneumonia and was still contagious.

As I live in the house where I was born, I have seen a lot of history and enjoy sharing it others.

History is happening everyday and I try to keep up with it!

**Christine Montague  
Town Board Member Report  
February 2025**

**Tompkins Co. Youth Services Advisory Board, Jan 27**

- We got an update on county staffing and shelter changes that would affect the youth services department.
- They held orientation for new board members.
- The director reviewed the department’s goals for achieving youth results, assessing the most pressing challenges, amplifying public awareness of programs, and revamping the website to incorporate data and serve the needs of runaway and homeless youth.
- We also reviewed the goals for the board and the agencies tasked with the work.

**Lansing Housing Authority, Jan 27**

- The management company for Woodsedge is doing a full inspection of all apartments to check outlets, look for leaks, etc
- Management also said the building is in need of roof repairs and new hallway lights.
- The board did the yearly walk-through of Woodsedge to check for specific areas that need to be repaired.
- Update on 2/11: LHA has received word that the settlement from a class action lawsuit (the Franconia claim award) has been paid out to the lawyers for the claimants in their group. The money should come through in the next few weeks and will allow them to finish the roof repairs and other repairs that have been on hold.

**Discussion with Shawna Stevenson of Tompkins Co. Planning Dept (1/31) and Delia Yarrow from Ithaca Neighborhood Housing Services (INHS, 2/5)**

- The county has two programs to assist municipalities and nonprofits to build and repair housing. They are the Community Housing Development funds and the Housing Affordability and Supportive Infrastructure Grants (HASIG).
- The Housing Affordability and Supportive Infrastructure Grants (HASIG) process allows towns to hire consultants to assess the feasibility for affordable housing development and to apply for state Community Development Block Grants (CDBG). The HASIG program will accept grants starting March 17. Projects may request no more than \$10,000 in County funds.

- INHS currently helps homeowners all over the county, including Lansing, with home repair, through the county's Community Housing Development Fund.
- INHS also builds developments with rentals as well as community housing trust homes, where the resident owns the house but not the land under it.
- They encouraged us to start the process of becoming a Pro-Housing Community. This is a state designation that will help us get state infrastructure improvement grants and home building or repair grants.

### **Conservation Advisory Council, Feb 5**

- The CAC was designated in 2019 to be the task force for the Climate Smart Communities (CSC) program for Lansing. If we're certified based on our actions, it will help us get grants in the future. We have not added any of our actions to the website yet. CAC wants guidance on their role in helping Lansing become a climate smart community. The Town Board will also need to appoint a new coordinator because CJ is still listed. It can be someone on the CAC. Jerry Sheng from Cooperative Extension will send an example resolution to appoint the coordinator. He will also send the list of actions that the town can do to become a climate smart community.
- There was a discussion about how to designate areas of town as Critical Environmental Areas (CEA) so that they have to be addressed during SEQR questions. CAC would like guidance on how to decide which areas are CEA. There are maps from the state DEC and from the county (unique natural areas). Wetlands were discussed as one possible element of a CEA assessment

**Joseph Wetmore  
Town Board Member Report  
February 2025**

**Owasco Lake Watershed Management Council, Inc.  
Tuesday, January 21·10:00 – 11:30am**

- \* Director’s Summary – Adam Effler
- \* Review of 2024 OLWMC Objectives
- \* Treasurer’s Audit and Finance Report
- \* December 2024 Financials Approval
- \* Lake Level Report
- \* NYSDEC FL Hub Update
- \* Owasco Watershed Lake Association Update
- \* Cornell Cooperative Extension Update
- \* Watershed Inspection Monthly Report

**Cayuga Lake Watershed Intermunicipal Organization (CWIO)  
Wednesday, January 22·7:00 – 9:00pm**

- \* Approval of the annual work plan
- \* Consider letter of continued support for FLXPAS (PFAs database) project
- \* Cayuga Lake Clean Water Plan (TMDL)
- \* Watershed Manager - Isaac Walker (10 minutes)
- \* Chair Report

**Bolton Point DSWP2 Stakeholder Meeting  
Thursday, January 23·10:30 – 11:30am**

We discussed Adam Effler’s, Director Owasco Lake Watershed Management Council, comments on Bolton Point’s DSWP2.

**Tompkins County Council of Governments Regular Meeting  
Thursday, January 23·3:00 – 5:00pm**

We were introduced to the new County Administrator, Korsah Akumfi.

1. Reports, Presentations, and Updates
  - a. Katelin Olson was elected Vice Chair.
  - b. Broadband Update: Applied for New York ConnectALL grant to cover 7 towns (except Dryden and Caroline who have their own ConnectALL grants). There has been considerable back and forth with the granting agency filling in details. The grant is for \$11.3 million with Point Broadband matching an additional 3 million.
  - c. Tompkins County, NY Building Code Administration Study
    - \*Priority Strategy Areas
    - \*Centralizing 911 addressing
    - \*County-wide building permit & code software
    - \*Pipeline of Building code enforcement officers
    - \*Shared Court
    - \*Establish specialized support services
    - \*Shared staffing

Towns may have to adopt a local law to accommodate licensing.

- d. New State wetland maps are being adopted.
- e. New FEMA maps are being updated and Towns need to have draft revised floodplain development map law by March 2025.
- f. Cornell Cooperative Extension Tompkins County (CCETC) Solar Development Initiative Discussed current issues with large scale solar.

2. Subcommittee, Liaison, and Other Reports

- a. Cyber Security and Municipal Information Technology Services
- b. Emergency Planning and Preparedness: Ensure Access to Emergency Medical Services - Governor's State of the State Booklet. NYS may require counties to provide ambulance services.
- c. Energy: Ithaca’s Community Choice Aggregation (CCA) program, branded as Tompkins Green Energy Network (TGEN), is scheduled to begin enrolling customers by the end of the year. This is for the City of Ithaca and the Town of Ithaca.
- d. Transportation: New winter spring schedules are out. Ridership is up, but not back to pre-pandemic levels.

3. Resolution Supporting Expanded Membership for the Board of Directors, Tompkins County Industrial Development Agency (IDA) was tabled to the March meeting.

**Planning Board**

**Monday, January 27-6:30 – 8:30pm**

\*Final Plat Review/Approval of Major Subdivision of land at 0 Teeter Road Tax Parcel # 37.1-7-18.12  
Project Description: Major Subdivision of approximately 8.9 acres into three lots, including 580’ of 8” DI water main plus three (3) services. This project is located in the R1 zoning district. Review of Final Plat, issue final conditions/ approvals

\*Project: Final Plat Review of Minor Subdivision of land at 555 Ridge Road. Project Description: Preliminary Plat review of subdivision of land at 555 Ridge Road into three parcels: Parcel A (4.21 acres), Parcel B (2.45 acres) and Parcel C (.99 acres). The board approved the project, with conditions.

\* Lot Line Adjustment totaling 1+ acre at 1868 E. Shore Drive. This project is in the R2 zoning district. Referral to Planning Dept. for sign – off

\*Sketch Plan Review – Minor Subdivision of land at 113 Bower Road (188 acres) into 4 new residential lots, each totaling 1.25 acres. No new structures or infrastructure are being proposed. This project is in the R2 zoning district. Sketch Plan Review of project and preliminary comments

\* 106 E. Shore Circle Tax Parcel # 37.1-7-12.2 Major subdivision of land at 106 E. Shore Circle (9.9 acres) into 7 lots of varying size. No structures are being proposed; however, each parcel will include stormwater management practices with a SWPPP being prepared by the applicant. This project is in the R2 zoning district. Sketch Plan review of project and preliminary comments.

\* Project: Site Plan Review of Two solar Energy Facilities – NY Lansing I and NY Lansing II (Delaware River Solar) 0 North Triphammer Road Tax Parcel # 44.-1-1.2 and 44.-1-3.3 Site Plan Review of project The Board stated that a Lot Line Adjustment is necessary to facilitate the project.

\* Joe Wetmore thanked Al Fiorille (Chair) and Sandy Conlon (Co-Chair) for their time in these positions, while they will remain on the Board, Dean Shea will step up as Chair and Tom Butler as Co-chair, He also welcomed new Board member, John Duthie (Alternate), He reported that the resolution for DEC to hold public comment on Cargill Mine passed, Community Center repairs, Trails Committee would like to meet with the Planning Board to discuss projects going on that are near trails. The Planning Board invited the Trails Committee to their next meeting.

\* Al Fiorille stated that the Dandy Mart wants to come back to the Board looking for Site Plan 344 Amendments due to increased costs

**Parks, Recreation, and Trails Working Group  
Wednesday, January 29:9:30 – 10:30am**

\*Comprehensive Trails Plan RFP – Update from Joe or Pat on the process and timing for the ‘Invitation to Submit’. Our hoped-for schedule for the plan remains:

- Award contracts to the selected firms – April 16 TB Meeting.
- Commence work – one month after award, May 16th.

\*Myers Road Greenway Feasibility Study RFP – Update as above. Also, Mike Moseley will call the RR Co. for an update on the Myers Road crossing, and he will, in turn, update us.

**CURRENT FUNDING OPPORTUNITIES**

\*Rural Beautification Grant Cycle Open - The group decided to apply for another round of banner purchases. Pat’s office will create a revision of the current design that will ‘stand-out’ more than the current. The group will review at an upcoming meeting. Steve will refresh last year’s grant application and work with Pat to submit.

\*Tompkins County Transportation Council – Update, if available, re: Steve’s contact with TC Transportation Planner, Fernando de Aragon, about the \$9,500 in his 2025 work plan to fund the Town Center Greenway feasibility study.

**NEW BUSINESS**

\*Fittnell BBQ, 42 Secord Lane – Steve reached out to John Zepko to get his thoughts on the process and procedures our group should use when we have comments on the development of a trail-critical parcel. A draft of an email from our group to the Planning Board will be sent for review and discussion at the meeting.

Working Group Structure & Leadership in 2025

**Yellow Barn - Permit Waiver Discussion  
Tuesday, February 4:3:00 – 4:00pm**

Discussed proposed waivers in the Draft Permit from ORES.

**Parks, Recreation, and Trails Working Group  
Wednesday, February 12:9:30 – 10:30am**

**CURRENT PROJECTS**

- \*Myers Road Greenway Invitation to Submit -- review and discussion.
- \*Comprehensive Trails Plan Invitation to Submit –review and discussion.
- \*Rural Beautification Grant Cycle Open – reviewed final banner design options Steve will refresh last year’s grant application and work with Pat to submit. The deadline is March 1st.
- \*PB requests a general update from WG, 10 min presentation with 10 min Q&A, on Feb 24. Four projects to be reviewed at this meeting.
  - Delaware Solar
  - Fittnell BBQ
  - Conlon Rd
  - East Shore Circle

\*Working Group Structure & Leadership in 2025