



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, August 19, 2026
6:30 PM

AGENDA

SUBJECT TO CHANGE

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

VIEW THE MEETING LIVE - TOWN OF LANSING YOUTUBE CHANNEL

To find our YouTube Channel - Go to www.lansingtownny.gov, 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. **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
5. **Reports**
 - [a.](#) **Department of Public Works Report** – Mike Moseley
 - [b.](#) **Parks and Recreation Report** – Patrick Tyrrell
 - [c.](#) **Director of Planning Report** – Nathaniel Rogers
 - d. **Town Clerk Report** - Debbie Munson
 - [e.](#) **Lansing Community Library Report** – Annie Johnson
 - f. **Lansing Youth Services Report** – Richard Alvord
 - g. **Tompkins County Legislator Report** – Mike Sigler
6. **Consent Agenda**
 - [a.](#) Motion Approving PMV Legal Group, PLLC as Special Counsel for The Town of Lansing for Legal Services
 - [b.](#) Motion Amending Employee Handbook, Update § 512 Personal Appearance
 - [c.](#) Motion Approving Harter Secrest & Emery LLP as Special Counsel for Legal Services Related to Battery Energy Storage at 339 Jerry Smith Road
 - [d.](#) Resolution to Relevy Yearly Water & Sewer Charges on the 2027 Town and County Tax Bills
 - [e.](#) Resolution to Approve The Appointment of Scott Rafferty to Maintenance Supervisor in The Public Works Department
 - [f.](#) Resolution to Approve The Appointment of Samuel Ripley to The Position of Laborer in The Parks and Recreation Department

- g. Resolution to Ratify the Appointment of Shelley Knickerbocker to the Position of Senior Code Enforcement Officer in The Codes and Planning Department
- h. Resolution to Ratify the Appointment of Amanda Hunt to the Position of Planner in The Codes & Planning Department
- i. Resolution Formally Appointing All Deputy Town Clerks as Records Access Officers of The Town, and Ratifying All Prior Acts Thereof
- j. Resolution to Approve The Appointment of Claire Teator to The Position of Administrative Assistant II in The Town Clerk's Office
- k. Resolution Approving Audit and Budget Modifications and Supervisor's Report
- l. Resolution Approving Consent Agenda

7. Motions and Resolutions

- a. Resolution to Amend Resolution 26-69 Authorizing Procurement of Specialized Environmental Services for 10 Town Barn Road to Increase The "Not To Exceed Value" and Approve Final Invoice from Momentum Environmental
- b. Resolution Approving, Authorizing, and Ratifying Execution and Filing of United Storage Stormwater Agreement and Dedication of Waterline Easement
- c. Resolution Formally Approving SOMRA for PDA #1 (VCVS) Phases 5, 6 and 7 and Authorizing Execution Thereof
- d. Resolution Formally Approving Extension of CWD Waterline Easement Along Farrell Road and Accepting Dedication Thereof
- e. Resolution Approving Britton Woods Conservation Subdivision Developer's Agreement and Authorizing Execution of The Same
- f. Resolution Approving Developer's Agreement for NexAmp BESS Project on Jerry Smith Road

8. Boards & Committees

- a. Correspondence

9. Board Member Reports

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

10. Work Session

- a. Tax Exemptions
- b. ZBA Alternate Vacancy
- c. Board/Committee Appointments

11. Executive Session if Needed

- a. Motion to Enter/Exit

12. 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.



DEPARTMENT OF PUBLIC WORKS REPORT

August 2026

NEW DEPARTMENT OF PUBLIC WORKS BUILDING:

- Construction of the new Department of Public Works building continues to move forward and is currently on budget.

ROAD WORK AND MAINTENANCE:

- Crews worked at multiple locations throughout the Town to assess and replace culvert pipes as needed. This work includes identifying failing or undersized pipes, removing existing culverts, installing new piping to improve drainage, and restoring the surrounding areas to ensure proper water flow and roadway stability.

FLEET:

- Town equipment is routinely serviced and maintained to ensure continued reliable operation.

WATER MAIN BREAK

- Crew members responded to and repaired a water main break at 30 Buck Road, working into the evening on Wednesday, July 29, to restore service, complete necessary repairs, and ensure the affected area was safe and fully operational. Thank you to Bolton Point and Lansing Fire Department for your assistance!

EMMONS ROAD WATER TANK

- The DPW is working with IXOM and Bolton Point to replace the panel and mixing valve at the Emmons Road water tank.

MS4:

- Mike Moseley continues to work with the Town of Lansing Codes Department, Tompkins County Soil and Water Conservation District and T.G. Miller on SWPPP applications.

STORMWATER MANAGEMENT

- Mike Moseley, Stormwater Management Officer, and representatives from T.G. Miller conducted an inspection of two bioretention practices within Drainage District #12.

INTERMUNICIPAL:

- The Town collaborated with the New York State Department of Transportation (NYS DOT) to clear and remove storm debris following the July 19, 2026 storm event. Efforts included roadway cleanup, removal of fallen trees and branches, and addressing debris that impacted travel routes to help restore safe conditions for residents and motorists as quickly as possible.
- The Highway Superintendent as well as other DPW crew members attended Bolton Point's 50th Anniversary open house.
- The DPW assisted Tompkins County Highway on Conlon Road by providing trucks.

OFFICE:

- The Town of Lansing continues to work hand in hand with the Village of Lansing and the Village of Cayuga Heights regarding the Intermunicipal Agreement for Sewer District One.

MEETINGS ATTENDED BY THE HIGHWAY SUPERINTENDENT/DIRECTOR OF PUBLIC WORKS:

- The Highway Superintendent as well as other DPW crew members attended Bolton Point's 50th Anniversary open house.
- The Stormwater Coalition of Tompkins County: *The Stormwater Coalition of Tompkins County is an inter-municipal organization formed to assist municipal separate storm systems (MS4s) in cooperation.*
- Water, Sewer, and Stormwater Committee (WSSC): *Responsible for evaluating proposals relating to the Town's water, sewer and stormwater. The goal is financial and engineering analysis.*
- Engineering and Operations Meeting with Bolton Point: *Responsible for the infrastructure of the municipalities that make up Bolton Point.*
- Highway Barn Committee: *Responsible for working with architects, engineers, and construction managers on the design and development of the new Department of Public Works facility.*
- Lansing Town Department Heads Meetings.
- Capital Improvement Committee.
- Personnel Management Committee.



August 2026

Parks and Recreation Department Update

Recreation

Current & Upcoming Programs:

- **Camps & Clinics:** Horseback Riding Camp (7/6–8/28), Sports Academy (7/7–7/9), Cheerleading Camp (7/13–7/17), Summer Art & Nature Camp (8/3–8/21), Wizarding Camp, Pitching Clinics, and Youth Softball Skills Clinics.
- **Youth Sports & Leagues:** Lansing Watercats Swim Team, Hitcats Fall Travel Baseball, Girls Flag Football, Youth Football, Youth Cheerleading, Flag Football, and Summer GirlStrong.
- **Adult & Community Programs:** Wednesday Adult Sailing (7/8–8/19), Adult Strength & Stretch, Cardio-Step, and Morning YogaChi.

Program Highlights & Updates:

- **Myers Park Day Camp:** Successfully concluded another great season.
- **Adam Heck Soccer Camp:** Celebrated its 30th anniversary with record-breaking attendance, hosting over 330 participants.
- **Fall Athletics:** Registration and preparations for fall sports leagues are underway.

Parks

August has seen a high volume of activity across Myers Park. I want to recognize our staff for their hard work and commitment, which ensured our recent community events executed seamlessly.

- **Destination Event (Aug. 6):** Hosted a highly successful evening with strong community turnout.
- **Women Swimmin' for Hospicare (Aug. 8):** Successfully hosted the event with immense support from local volunteers. Discussions are underway regarding making Myers Park the permanent venue.
- **Storm Damage (July 18):** Severe weather caused notable damage across Myers Park, resulting in lost trees, downed limbs, and damage to several camper units. Cleanup efforts remain ongoing.

- **Connectivity Challenges:** Spotty Wi-Fi service continues to impact park revenue, and weak cellular coverage within the park remains a primary concern for campers and staff.
- **Water Quality Monitoring:** Lifeguards and staff continue daily monitoring for Harmful Algal Blooms (HABs).

Trails

- **Hazard Mitigation:** Crews cleared standing dead ash trees to improve trail safety.
- **Easement Development:** Preparations are pending to begin work on the easements granted by Jack Young.
- **Routine Upkeep:** Mowing, brush clearing, and general trail maintenance continue as scheduled.
- **Planning & Governance:** The Trails Working Group convened on August 13.

Town Hall & Community Center Facilities

- **Town Hall HVAC & Site Restoration:** Carpentry work inside Town Hall is complete, and remaining system adjustments are being addressed. Contractor crews from Halco completed topsoil restoration and reseeded the field behind Town Hall. HVAC installation continues to move toward final completion.
- **Community Center HVAC:** The AC units continue to experience weekly operational failures. While staff successfully troubleshoot and restart the system each time, a long-term solution or overhaul is becoming increasingly necessary.
- **Groundskeeping:** Maintenance staff removed several dying trees and trimmed surrounding foliage near Town Hall.

Recent Meetings & Interdepartmental Coordination

- Department Head Meeting
- Personnel Committee
- Interdepartmental Coordination
- Trails Working Group
- Tompkins County Recreation Directors
- Women Swimmin' for Hospicare Planning
- Lansing Central School District (LCSD) – Administration & Scholarships
- Paddle-N-More
- Friends of the Lansing Community Trail (FOLCT)
- Friends of Salt Point (FOSP) – Site Walkthrough
- Halco Contracting – Facilities Troubleshooting

This summary highlights key operational activities and facility updates across the department. Please reach out directly if you have questions or would like to schedule an individual briefing.



Planning & Code Enforcement August 2026 Report

Zoning Code Update

The Zoning Advisory Committee continues to work with consultants from Colliers Engineering to update the Town of Lansing's Zoning Code. A draft summary of public comments has been created, which will be reviewed at the next Zoning Advisory Committee meeting. Staff continue to meet with a representative of the New York Department of State to provide updates on the Town's progress.

Staffing Update

Planning & Code Enforcement has now returned to full staffing levels. A new Senior Code Enforcement officer started on August 3rd, filling a position which became vacant due to a retirement in mid July. A Planner also started with the Department on August 17th.

Planning Board Projects

The following were heard at the July 27th Planning Board Meeting

- a. **Project:** Minor Subdivision - 8-18 Verizon Lane

Applicant: Bill Duthie, Owner

Location: 8-18 Verizon Lane TPN 30.-1-16.32, 6 Verizon Lane TPN 30.-1-16.31

Project Description: Minor Subdivision of the existing 13.21-acre lot to create Parcel 30.-1-16.32 (9.15 ac) and Parcel 30.-1-16.31 (4.06 ac). Proposed parcels are currently separated by a lease line and have not been formally subdivided at this time. This project is located in the IR zoning district.

SEQR: Unlisted/Uncoordinated Action

Anticipated Action: Consideration of proposed subdivision, Approved

- b. **Project:** Site Plan Review - 8-18 Verizon Lane

Applicant: Bill Duthie, Owner

Location: 8-18 Verizon Lane TPN 30.-1-16.32

Project Description: Site Plan Review of proposed expansion of existing United Storage Complex. The project plans to construct a 40' x 70' (2,800 SF) commercial/industrial building on a vacant ¼-ac lot just southwest of 18 Verizon Lane and east of 10 Verizon Lane. This project is located in the IR zoning district.

SEQR: Unlisted/Uncoordinated Action

Anticipated Action: Consideration of proposed site plan, Approved



TOWN of LANSING

"Home of Industry, Agriculture and Scenic Beauty"

ZONING, PLANNING AND CODE ENFORCEMENT

Box 186
Lansing, NY 14882

E-mail: tolcodes@lansingtown.com

- c. **Project:** Site Plan Review - 339 Jerry Smith Road

Applicant: Melissa Aucompaugh, Environmental Design Partnership Representative

Location: 339 Jerry Smith Road TPN 16.-1-10.2

Project Description: Site Plan Review of proposed large scale battery energy storage facility. This project is located in the AG zoning district.

SEQR: Unlisted Action

Anticipated Action: Public Hearing

- d. **Project:** Major Subdivision - 0 North Triphammer Road

Applicant: Wayne Britton

Location: 0 North Triphammer Road TPN 37.1-4-2.12

Project Description: Major Subdivision of 0 North Triphammer Road (9.7 ac) to create 12 lots; "Lot 1" (27,115.4 - square feet), "Lot 2" (29,688.7 - square feet), "Lot 3" (36,739.9 - square feet), "Lot 4" (35,759.3 - square feet), "Lot 5" (33,455.7 - square feet), "Lot 6" (33,529.6 - square feet), "Lot 7" (40,268.0 - square feet), "Lot 8" (29,818.1 - square feet), "Lot 9" (35,353.8 - square feet), "Lot 10" (25,015.0 - square feet), "Stormwater Lot (Dedicated)" (13,310.4 - square feet), "Stormwater Lot (Dedicated)" (17,715.1 - square feet). This project is located in the R1 zoning district.

SEQR: Unlisted/Uncoordinated Action

Anticipated Action: Public Hearing

- e. **Project:** Minor Subdivision - 126 Scofield Road

Applicant: James Robertson

Location: 126 Scofield Road TPN 38.-1-6.5

Project Description: Minor Subdivision of 126 Scofield Road (5 ac) to create Parcel A (2.24 ac) and Parcel B (2.76 ac). This project is located in the R3 zoning district.

SEQR: Unlisted/Uncoordinated Action

Anticipated Action: Sketch Review, Set Public Hearing, SEQR

- f. **Project:** Site Plan Review - 2037-A/B East Shore Drive

Applicant: Christopher Perry

Location: 2037-A/B East Shore Drive TPN 37.1-2-50

Project Description: Site Plan Review of proposed auto shop. This project is located in the B1 zoning district.

SEQR: Type II Action - No further review is required.

Anticipated Action: Set Public Hearing, SEQR

- g. **Project:** Site Plan Review - 430 Peruville Road

Applicant: Scott Gibson



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ZONING, PLANNING AND CODE ENFORCEMENT

Box 186
Lansing, NY 14882

E-mail: tolcodes@lansingtown.com

Location: 430 Peruville Road TPN 30.-1-28.212

Project Description: Site Plan Review of existing contractors' yard. This project is located in the AG zoning district.

SEQR: Undetermined - More information is required

Anticipated Action: Sketch Plan Conference

Zoning Board of Appeals Projects

The following were heard at the August 12th Zoning Board of Appeals Meeting

- a. **Project:** 9 ½ Ladoga Park Rd - Area Variance

Applicant: Kristin Bartholomew

Location: 9 ½ Ladoga Park Rd, TPN 34.-1-25

Project Description: The applicant has applied for an Area Variance to construct a 20' by 24' garage and needs relief from Town of Lansing Zoning Law § 270-11, Schedule II: Area, Frontage, Yard, Height, and Coverage Requirements for a side yard setback of 2' where 10' is required from the property line on the western side of the parcel and a side yard setback of 0' where 10' is required from the railroad right of way on the eastern side of the parcel. This project is located in the L1 Lakeshore zoning district.

SEQR: This project is a Type II action

Anticipated Action: Complete Public Hearing, issue conditions & approval

Code Enforcement Data

July 2026

	June	Year To Date
Fees Collected	\$14,414.70	\$49,206.30
Estimated Project Cost	\$1,407,382.00	\$6,191,954.00
Building Permits	21	140
Certificates of Occupancy	16	119
New One & Two Family Residences	3	9
New Multi-Family Residences	0	1
New Businesses	0	0



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
August 2026

Submitted by Annie Johnson

1. Don't forget that if the Library is closed, you still have access to Libby, Hoopla, and Kanopy!
2. The Library continues to provide free delivery to Woodsedge. The Library also has a mobile wireless hotspot available for check out. The Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
3. Learn to play American Mah Jongg every Wednesday at 10:00 am.
4. Learn T'ai Chi Fridays from 10:30-11:30 am.
5. The Library has an Empire Pass and passes to the Museum of the Earth available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
6. The Library now offers free period products using an Aunt Flow dispenser. There are currently free covid tests available as well.
7. Chair Yoga is offered every Monday at 9:45 am.
8. There is a year round book sale at the Library, donations are now being accepted.
9. Brenna O'Toole will present a calligraphy workshop on 8/22 at 10:30 am.
10. The Friends will be hosting a Cookie Contest on Sunday, August 30th from 2-4 pm at the All Saints Parish center.
11. The Lansing Community Co-Working Club will be meeting Mondays (11:30-3:30) at the Library and Wednesdays at the Community Center. This is an opportunity for remote workers to connect.
12. Summer Reading will be concluding with a camping storytime on 8/8, and the end of summer reading celebration on 8/14. Reading logs need to be submitted by 8/15.
13. "We Are One," a presentation on a Peace Corps member's experience in West Africa, will be 8/18 at 7 pm.
14. The current art exhibition is by Yen Ospina.
15. Book Club will meet 8/18 to discuss Malibu Rising by Taylor Jenkins Reid.

August 11, 2026

By email only:
rgroff@lansingtownny.gov

Ruth Groff, Supervisor
Town of Lansing
29 Auburn Road
Lansing, New York 14882

Dear Supervisor Groff,

Re: Legal Services Engagement Letter

This letter confirms our recent conversation concerning the Town of Lansing's (the "Town") retention of PMV Legal Group, PLLC as its general legal counsel on an on-going and as needed basis, when attorney Guy Krough is either conflicted out or unavailable to represent the Town. We are honored to have the opportunity to assist you with your legal needs. Our mission is to provide exceptional legal services grounded in professionalism, integrity, and a steadfast commitment to our clients' success. We value clear communication, mutual respect and a collaborative relationship with our clients and we are dedicated to upholding the highest ethical standards in all aspects of our practice.

Assuming Town Board approval, our services to you would begin August 20, 2026, and continue through December 31, 2027, to the extent engaged by the Town, on the terms and conditions outlined herein.

Assigned Attorney/ Scope of Services

I will be the attorney assigned to primarily represent the Town. We will provide the Town with all legal services requested and within our capabilities to perform. In those instances where we believe retaining a different law firm will result in a better outcome, we will continue to act as general counsel for the Town and assist you in overseeing that different law firm, to the extent desired by the Town.

Fee Structure

Our fee structure is designed to be transparent and fair. For the remainder of the 2026 calendar year, I and any other partners will bill in one-tenth of an hour increments at an hourly rate basis of \$270.00. In the event an associate or paralegal performs work, they will similarly bill at an hourly rate basis of \$215.00 and \$170.00, respectively. For the 2027 calendar year, our rates will increase to \$275, \$220 and \$175, respectively. We are happy to consider alternative fee arrangements for specific matters as needs arise or change. We will bill any necessary expenses incurred by us, such as court filing fees, separately without markup. Travel time to your Town Hall and other municipalities will not be charged.

Nathan D. VanWhy
Attorney Member

nvanwhy@pmvlegal.com
(607) 230-5636

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189 Riverside Drive
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16 W. Main Street
Dryden, NY 13053

CORRESPONDENCE
P.O. Box 84
Binghamton, NY 13903



pmvlegal.com

Invoices will be sent monthly and, subject to the Town Board's statutory duties to audit claims for payment, are due within 30 days of receipt. Invoices will include a detailed description of services broken down by day and category. Payments can be made by check or electronically. If you have any questions regarding your invoice, please contact us promptly.

Confidentiality

We are committed to maintaining the confidentiality of all information shared with us. Any communications, documents, or details regarding your case will be treated with the utmost discretion and will not be disclosed without your explicit consent, except as required by law or court order, or if such communication, document, or detail has become publicly available through no fault of ours.

Client Responsibilities

To ensure a successful working relationship, we ask that you fulfill the following responsibilities:

- Provide accurate and complete information relevant to your issues in a timely manner.
- Be responsive to our communications and adhere to agreed-upon timelines.
- Review all documents provided to you and inform us of any perceived inaccuracies or concerns.
- Maintain clear and respectful communication with our team. Please do not hesitate to reach out to us if you need clarification or additional information about any aspect of the matters in which we represent you.

Dispute Resolution

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, you may have the right to demand arbitration to resolve it. In such case, please notify us of your intent to arbitrate; we will send you the appropriate forms to file and begin arbitration.

Termination of Representation

You have the right to terminate our representation of you at any time for any reason. Such termination, however, does not affect your responsibility for our fees and expenses. We may terminate our representation of you in accordance with the New York State Rules of Professional Conduct (the "RPC"). Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of PMV Legal Group, PLLC; (6) your material breach of our engagement letter; or (7) any other reason permitted or required under the RPC.

If we terminate this engagement before completion of all matters, we will take steps as reasonably practicable to protect your interests in those remaining matters, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf as of the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly

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request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of you will terminate upon completion of the services being provided to you. Files will be returned as set forth herein, and otherwise consistent with the RPC.

Files

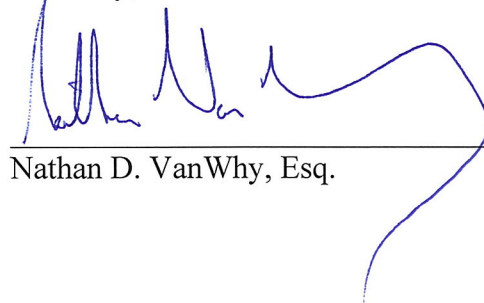
Either during or at the conclusion of our representation of you, at your request and provided outstanding fees and costs have been paid, we will return to you your papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at the Town's discretion. You may be charged reasonable costs associated with researching, retrieving, compiling, copying, and/or delivering file contents in response to your request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records, and internal work products (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period following the end of our representation of you, without further notice to you. Unless we notify you differently, we maintain significant materials for seven years following the end of a particular matter. Thereafter, you agree that we may destroy them without further notice to you. "Significant materials" are the final, non-duplicative documents in your file that reflect material advice, rights/obligations, key communications, filings, and the outcome of the matter, excluding internal administrative records and internal work product (notes, drafts, research, and internal memoranda).

Acceptance of Terms

By signing below, you acknowledge that the Town Board has read, understood, and agreed to the terms outlined in this engagement letter. If you have any questions or require modifications to this agreement, please contact us before signing.

Town of Lansing

Sincerely,



Nathan D. VanWhy, Esq.

Ruth Groff
Supervisor

Nathan D. VanWhy
Attorney Member

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**MOTION APPROVING PMV LEGAL GROUP, PLLC AS SPECIAL COUNSEL
FOR THE TOWN OF LANSING FOR LEGAL SERVICES**

MOTION M26-

**MOTION APPROVING PMV LEGAL GROUP, PLLC AS SPECIAL COUNSEL
FOR THE TOWN OF LANSING FOR LEGAL SERVICES**

Motion to approve PMV Legal Group, PLLC, as special counsel for the Town of Lansing, effective August 20, 2026 through December 31, 2027, for legal services for the Town when Attorney Guy Krogh has a conflict of interest or otherwise requires backup, and to authorize the Town Supervisor to sign the Letter of Engagement.

MOTION AMENDING TOWN EMPLOYEE HANDBOOK § 512 PERSONAL APPEARANCE

MOTION M26-XX

MOTION AMENDING TOWN OF LANSING EMPLOYEE HANDBOOK, TO UPDATE § 512 PERSONAL APPEARANCE

Motion to approve the following amendment to § 512 of the Town of Lansing Employee Handbook, entitled “Personal Appearance” with the effective date of such amendment deemed to be January 1, 2027, with such amended § 512 to now be wholly replaced to read as follows:

512 Personal Appearance and Clothing Allowance

Policy Statement – It is the policy of the Town that each employee’s dress, grooming and personal hygiene should be appropriate to the work situation. All employees are expected to dress in accordance with the requirements of their position with a clean and neat appearance.

Uniforms – An employee may be required by the Department Head, Town Board, or as provided in a collective bargaining agreement, to wear a uniform or other Town-provided apparel that includes a Town logo for identification. Examples may include shirts, hats, jackets or similar attire issued to specific departments such as Parks & Recreation, DPW, and Codes & Planning. If such is the case, the employee must comply with all requirements and wear the Town-provided clothing throughout their workday, both in the office and in the field.

Standards – Acceptable personal appearance is an ongoing requirement of employment with the Town. Employees must maintain a personal appearance in a manner that reflects a positive image to the public. Because of the changing nature of fashion, regulations pertaining to acceptable employee attire may be somewhat flexible. There are, however, certain expected norms of professional appearance, of personal neatness, cleanliness and good grooming that are applicable to all employees. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. Employees should not wear clothing with offensive or inappropriate designs or suggestive attire since this clothing does not present a businesslike appearance.

Type of Clothing - The Town will provide or reimburse work clothes for the following type of attire:

- Safety work shoes and boots appropriate for the employee’s working conditions such as steel-toed boots, rubber boots, or other weather-resistant shoes/boots.
- Carhartt-type clothing and field work clothes appropriate for the working conditions including weather resistant and foul weather clothing.
- The Town may provide employees, including seasonal or temporary employees, with apparel which includes the Town logo.

Clothing Allowance Maximums - The Town will pay a vendor directly or reimburse an employee in the positions listed and at the levels listed below:

- Not to exceed \$750.00 per calendar year - Full-time field DPW employees such as MEO's, laborers, mechanics and field supervisors, Code Enforcement Officers, and employees in the Parks & Recreation Department who are working in the field.
- Not to exceed \$500.00 per calendar year - Full-time employees who occasionally work in the field such as Planners, part-time or seasonal field employees in the DPW, Parks & Recreation and Codes & Planning Departments excluding temporary hourly summer employees such as Myers gate, lifeguards, and day camp employees.
- Not to exceed \$100.00 per calendar year – Regular full-time, intermediate, and regular part-time office-based staff in all departments will have the option of receiving an annual item (one item per year), such as a jacket or shirt. If the item chosen does not come with a Town logo as part of the pricing, the item must have a Town logo added. This additional cost of embroidery will be one of the two allowed as outlined below.
- Not to exceed \$35.00 per item – Regular employees will have an additional allowance if they would like to add an embroidered Town logo to an item of clothing they purchased personally. Limit of two items per year per employee.

Methods of Purchase and Payment Procedure

- **Direct to vendor payment** – The Town has direct pay accounts set up with several local vendors which allows employees to purchase allowable clothing without the need to pay out-of-pocket and wait for reimbursement. Purchase from a Town-approved vendor assures no sales tax is charged and the Town will pay the vendor directly through its normal monthly voucher process, which includes approval by the Town Board.

Although these vendors will invoice the Town directly, it is still the employee's responsibility to follow the guidelines for allowable clothing and to submit the original receipt with details of the purchase to the Bookkeeper.

- **Reimbursement** – Employees who purchase approved clothing items outside of direct vendors must present detailed original receipts showing the item was paid in full. The receipt must include a description of the item(s) purchased and breakdown of the costs incurred. Submission of a receipt which shows only a total amount paid will not be accepted for reimbursement. Although the employee may be charged sales tax, the Town will not reimburse any sales taxes paid. Vouchers for reimbursement must be signed by the employee and their department head before being presented for reimbursement from the Town. Reimbursement vouchers will be submitted for Town Board approval and paid monthly with the regular claims processing schedule

Regardless of the method of purchase, the Town will not reimburse or directly pay for items of clothing which do not meet the standards of this policy or exceed the allowable maximums.

**Harter Secrest & Emery LLP**

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

August 3, 2026

Ms. Ruth Groff
Town Supervisor
Town of Lansing
Town Hall
29 Auburn Road
Lansing, New York 14882

Re: Engagement for Legal Services

Dear Supervisor Groff:

We are pleased that you have given us the opportunity to serve as counsel for the Town of Lansing (the "Town").

This letter will confirm the Town's engagement of Harter Secrest & Emery LLP ("HSE"), effective August 3, 2026, in accordance with the terms of this letter and the enclosed Statement Regarding Terms and Conditions of Engagement.

1. **Client:** The Town will be our client in this matter.
2. **Scope of Services:** The scope of our engagement and duties to the Town shall relate solely to assisting with permitting and negotiation of a host community agreement and decommissioning bond for a battery energy storage system at 339 Jerry Smith Road in the Town. In the event the Town requests us to undertake additional matters for the Town or to expand the scope of our representation, such additional services will be governed by the Statement Regarding Terms and Conditions of Engagement unless we mutually agree otherwise. Unless earlier terminated by either the Town or us, our representation will be deemed concluded at the time we render our final invoice for services with respect to the matter described in this engagement letter or any additional matters that we may undertake for the Town.
3. **Fees and Expenses:** It is prudent to outline our fee agreement at the outset of the engagement. Our policies concerning fees for services and reimbursement of disbursements are explained in the Statement Regarding Terms and Conditions of Engagement. Our fees for this matter will be on an hourly basis, based upon our hourly rates in effect at the

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time services are rendered. See below table for the hourly rates of the lawyers anticipated to assist with this matter.

Attorney	Title	Service Areas	Rates
Megan K. Dorritie	Partner	Energy, Commercial Litigation	Standard Rate: \$605
Matthew A. Eldred	Partner	Energy, Environmental, Land Use and Zoning	Standard Rate: \$500
Agata Pijanowski	Associate	Energy, Environmental, Land Use and Zoning	Standard Rate: \$340

4. **Generative Artificial Intelligence and Related Tools:** As part of our commitment to providing efficient and high-quality legal services, the Firm may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document preparation, and other related tasks. The use of such technologies is supervised by our attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case. If you want more information about the firm's AI technology, please let us know. If you do not want the Firm to use any generative AI technology for this engagement, please advise us in writing. If such a direction results in material limitations in our ability to represent you in the engagement, we will advise you accordingly. In addition, certain project pricing, such as not-to-exceed or flat fee pricing, may only be available if we are able to use generative AI technology in our representation of you.

We request that you do not use AI technology to record or summarize any oral or written communications with HSE attorneys (including investigators, experts, consultants, or witnesses), or to identify, collect, comment upon or summarize our work product (including strategies, analyses, memoranda and draft arguments) or any information we request from you, without first discussing with us. Client usage of AI technology outside of HSE's control could potentially result in the loss of confidentiality protections, including loss of the protection of the attorney-client privilege. This could happen, for example, from use of an open-source or self-learning AI product, including a consumer subscription to an AI product. If you intend to use AI to prepare documents or gather information the Firm will rely on in representing you in this matter, it is important for us to understand from you how you intend to use AI and what product you will be using.

If you have any questions about these arrangements, please contact us as soon as possible. If not, please sign a copy of this letter and return it to us.

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Once again, we are pleased to have this opportunity to represent the Town, and we look forward to working with you on this matter.

Very truly yours,

Harter Secrest & Emery LLP



Matthew A. Eldred

DIRECT DIAL: 585.231.1487
EMAIL: MELDRED@HSELAW.COM

MAE:dmh
Enclosures

Agreed to this _____ day of August, 2026

Town of Lansing

By: _____
Ruth Groff, Town Supervisor



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

STATEMENT REGARDING TERMS AND CONDITIONS OF ENGAGEMENT

1. Understanding

We are pleased to have the opportunity to provide legal services to you. Experience has shown that our relationship will be stronger if we proceed with a mutual understanding about the scope of our representation, our charges, and payment terms. Unless the engagement letter relating to this matter specifically alters these arrangements, the terms of this Statement will apply to the matter covered by the engagement letter. These terms will also apply to all future matters in which we represent you, unless expressly changed in a subsequent engagement letter. We do not provide business, investment, insurance, or accounting advice.

2. Scope of Representation

A. *Who is our Client?* Unless otherwise expressly stated in the engagement letter, or in a separate engagement letter, our representation is limited to, and our professional responsibilities are owed only to the person(s) or entity(ies) named as the client(s) in the engagement letter, even though in certain instances the payment of our fees may be the responsibility of others. Our firm's representation of a corporation, limited liability company, partnership, joint venture, trade association or other entity does not include the representation of the interests of any related individuals or entities, such as the shareholders, directors or officers of a corporation; a company's parent, subsidiaries or affiliates; the members or managers of a limited liability company; the partners of a partnership or joint venture; or the members of a trade association or other organization. Accordingly, our representation of an entity in this matter will not give rise to a conflict of interest in the event the firm represents other clients adverse to the entity's affiliates in other matters.

B. *Insurance Coverage.* Unless otherwise expressly provided in our engagement letter, our engagement does not include responsibility either for review of your insurance policies to determine the possibility of coverage for any damage or loss sustained by you, for any claims that have or may be asserted against you, for payment of attorneys' fees and costs, or for notification of your insurance carriers concerning any matter.

C. *Post-Representation Changes in Laws.* You are engaging us to provide legal services in connection with the specific representation set forth in the engagement letter. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of this representation to provide additional advice on issues arising from this representation, we will have no obligation to advise you with respect to future legal developments or their impact.

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3. Fees

Unless otherwise agreed in the engagement letter, our fees will be based primarily on the amount of time spent by lawyers and paraprofessionals, and, in some cases, by law clerks. We may, however, adjust the charge upward based on other factors such as the novelty or complexity of issues and problems encountered, the extent of the responsibility involved, the result achieved, the efficiency of our work, the customary fees for similar legal services and other factors that will enable us to arrive at a fair fee.

There may be instances where we utilize prior work product or firm-developed computer models, simulations or spreadsheets to perform services relative to our representation of you. Since it is to your benefit as well as ours to utilize these tools in providing services to you, the amount billed may not necessarily correlate with the time involved to perform all or any part of the representation. In all cases, however, the charges will be less than if we had to perform these tasks or services without the benefit of these tools.

The fees and costs relating to this matter may not be predictable with reasonable certainty. Therefore, unless otherwise expressly provided in our engagement letter, we have made no commitment to you regarding the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed is only an estimate. Furthermore, your obligation to pay our fees and costs is in no way contingent upon the ultimate outcome of the matter unless expressly stated otherwise in the engagement letter or retainer agreement.

4. Rates

Our hourly rates are based upon a number of factors, including the experience, reputation and ability of the individuals performing the services, and are subject to change from time to time during the representation. Without limiting the foregoing, our hourly rates are typically adjusted each year and, unless the engagement letter expressly provides otherwise, these increases will be automatically applied to all work performed after the effective date of the increase.

5. Work Assignments

The attorney with whom you will primarily deal may assign portions of your work to other firm lawyers, paraprofessionals, law clerks and support staff. However, the responsible attorney will continue to be responsible to you for the entire assignment, and will be available to discuss the use of other personnel with you upon request. Should you have any concerns with respect to the staffing of your matter, please bring them to the attention of the responsible attorney immediately.

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6. Advice About Possible Outcomes

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based upon information available to us at the time, and should not be construed by you as a promise or guarantee of any particular outcome.

7. Document Retention Policy

Upon termination of the representation and full payment of our fees and expenses, we will return to you any of your documents and other property that you request be returned. You agree that unless you specifically request that file documents or other property be sent to you upon the termination of the representation, we may immediately discard all such file materials that appear not to be needed at some future time. All other documents or property that might have value or that we believe might be needed at some future time will be retained by us for a period of seven (7) years following the closing of the file. After that time, we will destroy or otherwise dispose of, without any further notice to you, any documents, file materials or other property in our possession whose return has not been requested by you. We intend that our file concerning your representation will consist only of business records that have value. During and after the representation, we will have discretion and may exercise professional judgment in deciding what records we will retain for the file and those that we will not. If you request the return of your records during or after the representation, or the transfer of your records to other counsel, you agree to pay for the professional time and expenses for gathering, segregating, and producing those materials. Under all circumstances, we are permitted to retain copies of such records for our business purposes at our expense.

8. Advance Consent for the Firm to Consult with HSE Counsel

As you know, we are a large law firm. We represent many clients and handle a great number of complex matters each year. In part, because of the number of clients that we represent and the complexity of the matters we become involved in, issues arise from time to time concerning our legal and ethical obligations with respect to our representation of a client. These might include, for example, conflicts of interest and issues arising between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we seek the advice of an HSE attorney who is a member of the firm's Practice Management Committee and who has expertise and experience in such matters.

We believe it is in our clients' interest, as well as our interest, that in the event legal ethics or related issues arise during a representation, we receive advice concerning our obligations from HSE counsel. Accordingly, as part of our agreement concerning our representation of you, you agree that if we determine in our professional judgment during the course of the representation that it is either necessary or appropriate to consult with HSE counsel we have your consent to do so.

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You also agree that our internal discussions with HSE counsel are protected by the attorney-client privilege to the fullest extent permitted by law and that our representation of you does not act as a waiver of or otherwise invalidate such attorney-client privilege held by HSE.

9. Invoices for Services and Disbursements

Except as otherwise agreed, invoices are typically rendered monthly to reflect work performed in the previous month, as well as disbursements or expenses incurred on your behalf, such as long-distance telephone charges, special postage, expedited mailing charges, delivery/messenger charges, fax charges, travel expenses, photocopying, binding and use of other service providers. We will also require reimbursement for payments made on your behalf for filing fees, deposition and trial transcripts, fees of experts, witness fees, service of process, etc. If a specific disbursement is more than \$250, we may require that you pay same in advance or directly to the vendor.

We also may separately charge for computerized legal research systems (such as “Lexis” and “Westlaw”), as use of such systems greatly reduces attorney research time, and thus assists in controlling the cost to you. You may also be charged for necessary overtime and associated charges for secretarial or word processing time.

10. Payment

Payment is due within 30 days after the date of our invoice. If we do not receive questions about the invoice within the 30-day period, it will be assumed you have reviewed the invoice and find it in order. Invoices unpaid after 30 days will be subject to a late charge of 0.75% per month (9% per year) on the unpaid balance commencing from the date of the invoice and continuing until paid. Payments can be made by check, wire transfer, automated clearing house, or credit card (a surcharge applies) payable to the order of “Harter Secrest & Emery LLP.” Questions concerning manner of payment may be directed to our Finance Department. If any invoice remains unpaid for more than 60 days, we may, consistent with our ethical obligations and judicial requirements, either terminate our representation or cease performing services for you until arrangements satisfactory to us have been made for payment of the arrearage, as well as future fees and unbilled work in process.

11. Right to Arbitrate Certain Fee Disputes

Part 137 of the Rules of the Chief Administrator of the New York Courts requires that certain fee disputes are subject to arbitration at the client’s option. We will provide you with a copy of that rule upon request. It also can be located on the Internet at <http://www.nycourts.gov/admin/feedispute>.

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12. Electronic Communications

It is likely that during the course of this engagement, both you and the firm will use electronic devices and Internet services (which may include wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document web sites, and other state of the art technology) to communicate and to send or make available documents. Although the use of this technology involves some degree of risk that third parties may “hack into” or otherwise access confidential communications, we both believe that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as the firm has policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you also communicate with us in a secure and private manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or Internet addresses that are owned, controlled, or may be accessed by others, including, but not limited to, a hotel, library or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

13. Client Responsibilities

You agree to pay our invoices as provided above. You also agree to be candid and cooperative with us and to keep us informed with complete and accurate information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business or strategy decisions in a timely manner. You understand that we rely on the completeness and accuracy of the information you provide when performing legal services for you.

14. Termination of Engagement

You may, at any time, terminate our representation upon written notice to the firm. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. If we terminate the engagement, we will take reasonable steps to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and you agree to not oppose our request. Your termination or our withdrawal will not relieve you of your obligation to pay for services already rendered, including work in progress and incomplete at the time of termination, and for all expenses incurred on your behalf through the termination or withdrawal date. If this agreement or our services are terminated for any reason, such termination shall be

Statement Regarding Terms and Conditions of Engagement
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effective only to terminate our services prospectively and all other terms of the engagement letter and terms and conditions shall survive any such termination.

15. Entire Agreement

The engagement letter and these terms and conditions constitute the entire understanding and agreement between you and the firm in this matter and supersedes any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us by you. If any provision of this engagement letter and these terms and conditions are held by a court or other adjudicator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. We are not advising you with respect to this agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice.

16. Choice of Law

The relationship between you and the firm, including the validity, construction, and enforceability of the engagement letter and these terms and conditions, shall be governed in all respects by the law and professional conduct rules of the State of New York, without regard to conflicts of laws principles.

17. Consent to Use of Information

In connection with future materials that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, you agree that, if those materials avoid disclosing your confidential information as defined by the applicable ethical rules, they may identify you as a client, may contain factual synopses of your matters, and may indicate generally the results achieved.

18. Questions

If you have any question about any aspect of our arrangements from time to time, please discuss your concerns with the attorney responsible for your matter or with Craig S. Wittlin, the firm's Managing Partner. It is important to both you and the firm that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters.

Thank you.

Harter Secrest & Emery LLP

**MOTION APPROVING HARTER SECREST & EMERY LLP AS SPECIAL COUNSEL
FOR THE TOWN OF LANSING FOR LEGAL SERVICES RELATED TO BATTERY
ENERGY STORAGE SYSTEM AT 339 JERRY SMITH ROAD**

MOTION M26-

**MOTION APPROVING HARTER SECREST & EMERY LLP AS SPECIAL COUNSEL
FOR THE TOWN OF LANSING FOR LEGAL SERVICES RELATED TO BATTERY
ENERGY STORAGE SYSTEM AT 339 JERRY SMITH ROAD**

Motion to approve Harter Secrest & Emery LLP as special counsel for the Town of Lansing, effective August 3, 2026, through December 31, 2027, for legal services related solely to assisting with permitting and negotiation of a host community agreement and decommissioning bond for a battery energy storage system at 339 Jerry Smith Road in the Town of Lansing, and to authorize the Town Supervisor to sign the Letter of Engagement.

**RESOLUTION TO RELEVY YEARLY WATER AND SEWER CHARGES ON THE
2027 TOWN AND COUNTY TAX BILLS**

RESOLUTION 26-

**RESOLUTION TO RELEVY YEARLY WATER AND SEWER CHARGES ON THE
2027 TOWN AND COUNTY TAX BILLS**

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

WHEREAS, the Town of Lansing Town Board hereby authorizes the Receiver of Water and Sewer Rents to relevy water and sewer accounts each year on the Town and County Tax Bills; and

WHEREAS, to assure proper notification to all account holders, the Lansing Town Board hereby directs SCLIWC (Bolton Point) once a year to place a timely reminder notice on the August water bills, or the Receiver of Water and Sewer Rents will send the courtesy reminder letter generated by Williamson Law Book, to all owners and tenants who have a balance of \$1.00 or more for the water and sewer charges on their account; and

WHEREAS, the last day for payment will be the second Tuesday of October; and

WHEREAS, after the collection date the Receiver will notify SCLIWC to remove said amounts from accounts to be relevied on the Town and County Tax Bills; and

WHEREAS, by no later than the second Tuesday of November the Receiver will send the amounts to be relevied on the Town and County Tax Bill to the Tompkins County Assessment Department; and

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

RESOLVED, that the Receiver will relevy the unpaid water and sewer account charges plus a 10% fee on all accounts with a balance of \$10.00 or more to the Town and County Tax Bills.

BE IT FURTHER RESOLVED that all unpaid water and sewer account charges under \$10.00 will be adjusted.

**RESOLUTION TO APPROVE THE APPOINTMENT OF SCOTT RAFFERTY TO
MAINTENANCE SUPERVISOR IN THE PUBLIC WORKS DEPARTMENT**

RESOLUTION 26 - XX

**RESOLUTION TO APPROVE THE APPOINTMENT OF SCOTT RAFFERTY TO
MAINTENANCE SUPERVISOR IN THE PUBLIC WORKS DEPARTMENT**

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

WHEREAS, the Maintenance Supervisor in the Department of Public Works, Jordan Betts, resigned effective May 22, 2026, leaving a vacancy; and

WHEREAS, the interview committee has determined that current employee, Scott Rafferty, Laborer in the Parks & Recreation Department, possesses the necessary knowledge and skills to satisfactorily perform the duties of the Maintenance Supervisor position; and

WHEREAS, Mikey Moseley, Highway Superintendent & Director of Public Works has recommended that Scott Rafferty be hired as a Maintenance Supervisor, so upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. Effective September 7, 2026, Scott Rafferty is hereby appointed as Maintenance Supervisor, with the same Town perquisites and benefits as are available to all employees of the town and to such position; and
2. Effective September 7, 2026, Scott Rafferty resigns from his position as Laborer in the Parks and Recreation Department.
3. This appointment is a full-time appointment, at 40 hours per week.
4. The hourly wage is hereby set and approved at \$36.04 per hour, as listed in the Field Staff Job Classification System "Class E Step 2".
5. The probationary period for such appointment is hereby set at 8 weeks with no further action by the Town Board if there is successful completion of the probationary period as determined by the Town Supervisor;
6. The Town Personnel Officer be and hereby is authorized to make such changes to the Town's employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

RESOLUTION TO APPROVE THE APPOINTMENT OF SAMUEL RIPLEY TO THE POSITION OF LABORER IN THE PARKS AND RECREATION DEPARTMENT

RESOLUTION 26-XX

RESOLUTION TO APPROVE THE APPOINTMENT OF SAMUEL RIPLEY TO THE POSITION OF LABORER IN THE PARKS & RECREATION DEPARTMENT

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

WHEREAS, Scott Rafferty, Laborer in the Parks & Recreation Department has resigned his position as Laborer to accept the position of Maintenance Supervisor effective September 7, 2026, thereby leaving a vacancy in the Parks & Recreation Department; and

WHEREAS, the interview committee has determined that Samuel Ripley possesses the necessary knowledge and skills to satisfactorily perform the duties of the position of Laborer; and

WHEREAS, Pat Tyrrell, Director of Parks & Recreation, has recommended that Samuel Ripley be hired as Laborer effective Tuesday, September 8, 2026; now, therefore be it

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the appointment as follows:

1. Effective Tuesday, September 8, 2026, Samuel Ripley is hereby appointed as a Laborer in the Parks & Recreation Department, with the same Town perquisites and benefits as are available to all employees of the Town and to such position. This position is in the Civil Service Laborer classification;
2. This appointment will be full-time at 40 hours per week;
3. The hiring wage rate is hereby set and approved at \$24.98 per hour, as listed in the Field Staff Job Classification System "Class A Step 1";
4. The probationary period for this appointment is hereby set at 26 weeks with no further action by the Town Board if there is successful completion of the probationary period as determined by the Town Supervisor;
5. The Town Personnel Officer be and hereby is authorized to make such changes to the Town's employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

**RESOLUTION TO RATIFY THE APPOINTMENT OF SHELLEY KNICKERBOCKER
TO THE POSITION OF SENIOR CODE ENFORCEMENT OFFICER IN THE CODES
& PLANNING DEPARTMENT**

RESOLUTION 26-XX

**RESOLUTION TO RATIFY THE APPOINTMENT OF SHELLEY KNICKERBOCKER
TO THE POSITION OF SENIOR CODE ENFORCEMENT OFFICER IN THE CODES
& PLANNING DEPARTMENT**

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

WHEREAS, the Fire/Zoning/Code Enforcement Officer, Scott Russell retired effective July 16, 2026, leaving a vacancy; and

WHEREAS, on June 17, 2026, the Town Board approved reclassification of the position of Fire/Zoning/Code Enforcement Officer to a Senior Code Enforcement Officer by Resolution 26-81; and

WHEREAS, per Organizational Resolution 26-21 the NYSLRS Standard Work Day for Fire/Zoning/Code Enforcement Officer is set at 8 hours per day; and

WHEREAS, the interview committee has determined that Shelley Knickerbocker possesses the necessary knowledge and skills to satisfactorily perform the duties of the position; and

WHEREAS, Ruth Groff, Town Supervisor, appointed Shelley Knickerbocker as a Senior Code Enforcement Officer, effective Monday, August 3, 2026; now, therefore be it

RESOLVED, that the Town Board of the Town of Lansing does hereby ratify the appointment made by the Town Supervisor of Shelley Knickerbocker as Senior Code Enforcement Officer as follows:

1. Effective Monday, August 3, 2026, Shelley Knickerbocker is hereby appointed as a Senior Code Enforcement Officer, with the same Town perquisites and benefits as are available to all employees of the Town and to such position. This position is currently in the competitive class. The position title is awaiting approval to the New York Hiring for Emergency Limited Placement Statewide (NY HELPS) program. At such time as the position title is approved, it will become temporarily non-competitive without a test requirement until such time as the NY HELPS program concludes, at which time it will convert back to competitive;
2. This appointment will be full-time at 40 hours per week;
3. The NYSLRS Standard Work Day for this position will be 8 hours per day;
4. The hiring wage rate is hereby set and approved at \$40.25 per hour, as listed in the Office Staff Job Classification System "Class GG Step 1";

5. The probationary period for this appointment is hereby set at 26 weeks with no further action by the Town Board if there is successful completion of the probationary period as determined by the Town Supervisor;
6. The Town Personnel Officer be and hereby is authorized to make such changes to the Town's employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

RESOLUTION TO RATIFY THE APPOINTMENT OF AMANDA HUNT TO THE POSITION OF PLANNER IN THE CODES & PLANNING DEPARTMENT

RESOLUTION 26-XX

RESOLUTION TO RATIFY THE APPOINTMENT OF AMANDA HUNT TO THE POSITION OF PLANNER IN THE CODES & PLANNING DEPARTMENT

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

WHEREAS, due to the resignation of Nathaniel Rogers from his position of Planner, and his subsequent appointment to the position of Director of Planning by Resolution 26-74, there is a vacancy for the position of Planner in the Codes and Planning Department; and

WHEREAS, the interview committee has determined that Amanda Hunt possesses the necessary knowledge and skills to satisfactorily perform the duties of the position; and

WHEREAS, Ruth Groff, Town Supervisor, appointed Amanda Hunt as a Planner in the Codes & Planning Department, effective Monday, August 17, 2026; now, therefore be it

RESOLVED, that the Town Board of the Town of Lansing does hereby ratify the appointment made by the Town Supervisor of Amanda Hunt as Planner as follows:

1. Effective Monday, August 17, 2026, Amanda Hunt is hereby appointed as a Planner, with the same Town perquisites and benefits as are available to all employees of the Town and to such position. This position will be in the non-competitive class under the New York Hiring for Emergency Limited Placement Statewide (NY HELPS) program. At such time as the NY HELPS program concludes, these appointments will convert to a competitive classification;
2. This appointment will be full-time at 40 hours per week;
3. The hiring wage rate is hereby set and approved at \$35.00 per hour, as listed in the Office Staff Job Classification System "Class FF Step 1";
4. The probationary period for this appointment is hereby set at 26 weeks with no further action by the Town Board if there is successful completion of the probationary period as determined by the Town Supervisor;
5. The Town Personnel Officer be and hereby is authorized to make such changes to the Town's employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

**RESOLUTION FORMALLY APPOINTING ALL DEPUTY TOWN CLERKS AS
RECORDS ACCESS OFFICERS OF THE TOWN, AND RATIFYING ALL
PRIOR ACTS THEREOF**

RESOLUTION 26 -

**RESOLUTION FORMALLY APPOINTING ALL DEPUTY TOWN CLERKS AS
RECORDS ACCESS OFFICERS OF THE TOWN,
AND RATIFYING ALL PRIOR ACTS THEREOF**

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

WHEREAS, in accordance with Town Law § 30 and the authority granted under the Public Officers Law, the Town Clerk has routinely assigned FOIL duties to deputy clerks and overseen the production of records and related activities, and the Town Code requires ratification by the Town Board to make anyone appointed by the Town Clerk as an official Records Access Officer (“RAO”); and

WHEREAS, the Town Board has before approved the engagement of deputy clerks under § 30 as assistant RAOs, but now wish to make such recognition more formal in light of the workload and the quality of all work done under FOIL to date, and upon deliberation upon the foregoing and all prior consents, assignments and approvals, the Town Board of the Town of Lansing has hereby

RESOLVED, that all Deputy Town Clerks be and hereby are ratified, accepted, and appointed, or re-appointed as the case may be, as RAOs of the Town, and all prior actions, decisions, determinations made by any such officer and the town clerk’s office are hereby ratified and approved.

**RESOLUTION TO APPROVE THE APPOINTMENT OF CLAIRE TEATOR
TO THE POSITION OF ADMINISTRATIVE ASSISTANT – LEVEL 2 IN
THE TOWN CLERK’S OFFICE**

RESOLUTION 26-XX

**RESOLUTION TO APPROVE THE APPOINTMENT OF CLAIRE TEATOR
TO THE POSITION OF ADMINISTRATIVE ASSISTANT – LEVEL 2 IN
THE TOWN CLERK’S OFFICE**

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

WHEREAS, Elizabeth Parker, Administrative Assistant – Level 2 in the Town Clerk’s Office has resigned her position effective August 13, 2026, thereby leaving a vacancy in the Town Clerk’s Office; and

WHEREAS, the interview committee has determined that Claire Teator possesses the necessary knowledge and skills to satisfactorily perform the duties of the position of Administrative Assistant – Level 2; and

WHEREAS, Deborah Munson, Town Clerk, has recommended that Claire Teator be hired as Administrative Assistant – Level 2 effective Tuesday, September 1, 2026; now, therefore be it

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the appointment as follows:

1. Effective Tuesday, September 1, 2026, Claire Teator is hereby appointed as an Administrative Assistant – Level 2 in the Town Clerk’s Office, with the same Town perquisites and benefits as are available to all employees of the Town and to such position. This position will be in the non-competitive class under the New York Hiring for Emergency Limited Placement Statewide (NY HELPS) program. At such time as the NY HELPS program concludes, these appointments will convert to a competitive classification;
2. This appointment will be full-time at 36.5 hours per week;
3. The hiring wage rate is hereby set and approved at \$26.00 per hour, as listed in the Field Staff Job Classification System “Class BB Step 1”;
4. The probationary period for this appointment is hereby set at 26 weeks with no further action by the Town Board if there is successful completion of the probationary period as determined by the Town Supervisor;
5. The Town Personnel Officer be and hereby is authorized to make such changes to the Town’s employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORTS

RESOLUTION 26-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORTS

The Supervisor submitted her monthly report for the months of June & July 2026, to all Board Members and to the Town Clerk. The Supervisor's Reports were reviewed by Councilperson Joseph Wetmore. The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Laurie Hemmings. The Supervisor's Reports be approved as submitted and the Bookkeeper or the Accountant is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 008

TOWN OF LANSING

Abstract # 008

Summary by Fund

08/17/2026
15:10:33

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	8,715.83	182,369.94	191,085.77
B	GENERAL FUND OUTSIDE VILLAGE	419.10	3,309.45	3,728.55
DA	HIGHWAY FUND TOWNWIDE	17.00	67,179.37	67,196.37
DB	HIGHWAY FUND OUTSIDE VILLAGE	80.88	94,848.12	94,929.00
HG	DPW FACILITY PROJECT		555,203.73	555,203.73
SD12	DRAINAGE DISTRICT #12 ASBURY-C		762.45	762.45
SL1-	LUDLOWVILLE LIGHTING DISTRICT	115.90		115.90
SL2-	WARREN ROAD LIGHTING DISTRICT	781.12		781.12
SL3-	LAKEWATCH LIGHTING DISTRICT	1,297.73		1,297.73
SS1-	WARREN RD SEWER	201.35	2,136.00	2,337.35
SS3-	CHERRY ROAD SEWER DISTRICT	24.44		24.44
SW	LANSING WATER DISTRICTS	46,247.17	274,668.61	320,915.78
TA	TRUST & AGENCY	1,170.34	70,111.97	71,282.31
Total:		59,070.86	1,250,589.64	1,309,660.50

CONSOLIDATED ABSTRACT # 801

TOWN OF LANSING

Abstract # 801 Summary by Fund

08/18/26
12:12:55

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE		39,433.72	39,433.72
B	GENERAL FUND OUTSIDE VILLAGE		34,990.25	34,990.25
HG	DPW FACILITY PROJECT		987,948.47	987,948.47
SW	LANSING WATER DISTRICTS		714.00	714.00
Total:			1,063,086.44	1,063,086.44

Budget Modifications for August 19th, 2026 Town Board Meeting

General Part Town - B Fund July 15th, 2026

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>		
B599 (Appropriated Fund Balance)	B1440.402 (Engineering - Planning Board)	To cover year to date Engineering expenses in excess of budgeted amount	\$ 7,008.75		
B599 (Appropriated Fund Balance)	B1420.402 (Attorney/Legal - Planning Board)	To cover year to date legal expenses in excess of budgeted amount	\$ 1,921.00		
B599 (Appropriated Fund Balance)	B1420.401 (Attorney/Legal - Zoning Board)	To cover year to date legal expenses in excess of budgeted amount	\$ 27,441.94	\$ 36,371.69	Total Fund Balance to be Used
B8020.432 (Broadband Committee)	B8020.400 (Planning Board - Contractual)	To cover year to date expenses in excess of budgeted amount	\$ 123.50		

**CONSENT AGENDA MOTIONS M26-XX – M26-XX AND
RESOLUTIONS 26-XX – 26-XX**

RESOLUTION 26-

**CONSENT AGENDA MOTIONS M26-XX – M26-XX
AND RESOLUTIONS 26-XX – 26-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 **M26-XX – M26-XX** and Resolutions **26-XX – 26-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 August 19, 2026.

RESOLUTION TO AMEND RESOLUTION 26-69 AUTHORIZING PROCUREMENT OF SPECIALIZED ENVIRONMENTAL SERVICES FOR 10 TOWN BARN ROAD TO INCREASE THE NOT TO EXCEED VALUE AND APPROVE FINAL INVOICE FROM MOMENTUM ENVIRONMENTAL

RESOLUTION 26-

RESOLUTION TO AMEND RESOLUTION 26-69 AUTHORIZING PROCUREMENT OF SPECIALIZED ENVIRONMENTAL SERVICES FOR 10 TOWN BARN ROAD TO INCREASE THE NOT TO EXCEED VALUE AND APPROVE FINAL INVOICE FROM MOMENTUM ENVIRONMENTAL

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

WHEREAS, Resolution 26-69 authorized procurement of specialized environmental services at 10 Town Barn Road for the cleanup of the New York State Department of Environmental Conservation (“NYSDEC”), Division of Remediation Spill Number 2600721 named “Historic at DPW Facility” at a value not to exceed \$500,000; and

WHEREAS, the not to exceed value of \$500,000 was based on an early proposal from Momentum Environmental, a proposal that was an initial evaluation prior to full excavation of the spill site, with an estimate of 500 tons of soil transportation and disposal, and 90 tons of groundwater transportation and disposal; and

WHEREAS, that initial proposal, which was provided on April 30, shortly after the discovery of the spill, was for \$122,061.17; and

WHEREAS, after several days into the project, representatives from the town and from the construction management group determined that the contamination was most likely four times the volume that was originally estimated, quadrupling the amount of the proposal, arriving at the rounded estimate of \$500,000; and

WHEREAS, the final volume transported and disposed was 2,689.76 tons of soil and 427.86 tons of groundwater, resulting in an invoice amount of \$558,007.97; and

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

RESOLVED, that the invoices from Momentum Environmental, be approved for the total amount of \$558,007.97, and the Town Supervisor be and hereby is authorized to effect such payment.

The question of the adoption of such Resolution was 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 –
Supervisor Ruth Groff –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 19, 2026.

STORMWATER OPERATION, MANAGEMENT, AND REPORTING AGREEMENT

THIS AGREEMENT (the "Agreement") is made effective this ___ day of April, 2026, by and between the **TOWN OF LANSING**, a municipal corporation with offices at 29 Auburn Road, Lansing NY 14882 (the "Town"), and **UNITED STORAGE TBR, LLC**, a NYS limited liability company with offices at 484 Ridge Road, Lansing NY 14882 (the "Owner").

WITNESSETH THAT, WHEREAS, the Owner has received several site plan approvals and building permits for the construction and maintenance of buildings and improvements in a business park adjacent to Verizon Lane in the Town of Lansing, NY, as located upon TPN 30.-1-16.32 (the "Site"), including but not limited to various approvals for building permits and site plan reviews issued by the Code Enforcement Officer (or his/her designee) and Town Planning Board dated in 2006, 2009, 2012, 2016, and 2017, with the most recent site plan approval being dated September 25, 2023 (Resolution No. PB23-18) (each and all severally and together, the "Approval" or "Approvals," each as the context of use may hereafter so admit or require); and

WHEREAS, such Approvals were granted conditional upon the construction and maintenance of the approved stormwater facilities, submission of an annual stormwater inspection report, and an agreement with the Town regarding the same; so

NOW, THEREFORE, in consideration of the Approvals, as required by the Town Code and state and federal stormwater laws, and in furtherance of the public purposes of providing adequate stormwater retention and maintenance practices, the parties agree as follows:

1. Construction of Facilities. The Owner agrees to construct and install all of the stormwater management facilities, erosion control facilities, and storm drainage facilities (collectively referred to as the "Facilities") shown on the final plans which are part of each Approval, copies of which are on file in the Town of Lansing offices, or which are required under any approved Stormwater Pollution Prevention Plan ("SWPPP"), or which are referenced in or required by any NYS SPDES permit(s). Without limiting the foregoing, the Owner agrees to construct, at its expense, all stormwater ponds and forebays, sand filters, bioretention or treatment areas, and to install, maintain, and improve, as needed, such other Facilities, including but not limited to pipes, mains, drains, outlet and inlet structures, swales, ditches, manholes, and other drainage-related Facilities and structures, whether above or below grade, all of which shall be located substantially as shown in survey map attached hereto as Exhibit "A".. All such Facilities shall be constructed: (i) as shown in such drawings or SWPPPs; (ii) in accord with good engineering practices and applicable New York State standards and specifications; and (iii) to the reasonable satisfaction of the Town and its Stormwater Management Officer ("SMO"). Owner shall not authorize, undertake, or permit alteration, abandonment, modification, or discontinuation of the Facilities except in accordance with the advance written approval of the Town or pursuant to any applicable requirements for modifications of Approvals. Notwithstanding anything herein, the Facilities shall be limited to the ponds labeled A-F on the Map.

2. Grant of Easements and Rights of Way. The Owner hereby grants, conveys, transfers, and assigns forever to the Town (it's successors and assigns, including any future drainage district formed to manage stormwater or runoff) the following easements and rights-of-way, which shall hereafter run with the land: (i) a permanent easement and rights-of way to permit the Town and the SMO to enter upon, across, over, and under any lands within the Site (as limited below) for the purposes of observing, inspecting, monitoring, maintaining, repairing, replacing, upgrading, or improving the Facilities as and where built (or as hereafter expanded, relocated, or improved), all at such times as may be deemed appropriate, necessary, or desirable, including at all locations upon the Site as are shown in any plans, surveys, Approvals, or SWPPPs: and (ii) a permanent easement and right-of way across and within 10' of all property boundaries of the Site for the purposes of maintaining access to water and sewer lines, utilities, and Facilities, both above and below ground. The following provisions shall also apply to all such easements and rights-of-way:

A. Within the above-referenced easements and rights-of-way, no structures, plantings, or other materials may be placed or permitted to remain which may interfere with the installation and maintenance of water and sewer lines, utilities, and Facilities, or which may change or alter the direction and volume of flow of waters in, or obstruct or retard the flow of water through, the drainage ditches or Facilities at or serving the Site, or that may impair the operation and proper functioning of any Facilities. Notwithstanding the foregoing, the placement of a fence along or within 10' of a property boundary shall not be deemed to violate these restrictions provided that, in each case, the written consent of the Town is received prior to construction or installation (which approval shall not be unreasonably withheld or delayed). When reasonably required for access or for the proper functionality of any Facilities, the approval may be conditioned to ensure the fence does not impair drainage or any Facilities, or that a gate (or similar device) is installed through which persons

and equipment can enter to observe, inspect, monitor, maintain, repair, replace, upgrade, or improve Facilities.

B. In limitation of the foregoing easements and rights-of-way conveyed in respect of subdivision (i) above, such rights are limited to the Facilities as now or hereafter located, and to all lands within 10' thereof in any direction.

C. Except in the case of an emergency, the Town's entry and use of such easement and rights-of-way are conditioned upon the Town providing the Owner at least 48 hours' notice of entry.

D. As to all acts of entry or disturbances undertaken by the Town, the Town shall repair and restore all lands to their original condition and contours to the greatest extent reasonably possible, with re-seeding where necessary. Such restoration shall be at the expense of the Town unless such is undertaken by the Town as a result of any default or non-compliance by Owner with this Agreement or any applicable stormwater requirements, including as defined in a Notice or an Invoice, below.

E. All secondary easements and rights reasonably or necessarily implied by this Agreement shall be presumed to exist when reasonably required to effect the purposes of providing Town access or stormwater control or management, and in all cases the Owner shall have the burden of proving the contrary.

F. All easements and rights-of-way herein conveyed or granted are easements appurtenant that shall forever run with the land; and they shall be and be deemed and construed individually and collectively as material obligations of the Owner, neither subject to expiration, abandonment, nor judicial termination as contemplated by the Article 19 of the New York Real Property Actions and Proceedings Law (or any like statute or regulation).

G. Exhibits A delineate the general locations of existing Facilities as of the date of this Agreement, but the parties recognize that this Agreement, and the easements, rights-of-way, and other rights conveyed to the Town hereunder shall equally apply to all future Facilities, whether constructed or installed after the date of this Agreement, or arising in relation to the relocation, expansion, or improvement of the Facilities shown in Exhibits A.

3. Maintenance, Repair, and Improvement of Facilities. Owner (and all of owner's licensees, tenants, assigns, and others acting with, upon approval of, or in furtherance of the business or interests of Owner) shall use, operate, maintain, and repair the Facilities to insure that the Facilities continue to function for their intended purpose and as designed. Without limiting the foregoing, Owner agrees to comply with all current and future plans for regular and recurring inspections and maintenance of the Facilities, including such inspections and maintenance as are a part of the Approvals, or required under the Town Code or in any SWPPPs or SPDES permit requirements, including the SWPPPs dated (as revised) upon January 31, 2017 and October __, 2023, each as prepared by Empire Landscape Architects, Fabius, NY, James R. Stephenson, CPESC. In addition, the Owner shall perform such other inspections, maintenance and repair as may be reasonably required by the Town or SMO in order to assure the continued operation of the Facilities as intended and designed, including to insure that all Facilities function in a good and workmanlike manner. Owner may not authorize, undertake, or permit the alteration of, abandonment of, modification of, demolition of, discontinuation of, or interference with any Facilities or the easements and rights-of-way set forth in this Agreement, except in strict accordance with the advance written approval of the Town. Owner shall have strict liability for any direct or indirect costs of restoration, claims, losses and damages, reporting costs or obligations, and fines or penalties imposed by or against the Town, including the costs of any expert's, engineering, or attorneys' fees, incurred by the Town in relation thereto. Owner shall comply with all Town Code stormwater operation, maintenance, and reporting requirements and regulations, each as they now exist or are hereafter updated, amended, or recodified.

4. Annual Inspection Report. The Owner shall submit an annual stormwater inspection report to the Town on or before the first day of September of each year, with the first report to be submitted in 2026. Such reports shall, at a minimum, include the location of the property, Owner's contact information, a summary of completed inspections, the results of such inspections, and a summary of any maintenance activities or corrective actions undertaken. Annual reports shall be signed by the Owner or other legally responsible party and shall attest to the accuracy of the information provided in the report. Failure to submit the annual reports, or the submission of inaccurate reports, shall constitute a condition of non-compliance with the Approvals and a violation of this Agreement, enforceable as such or otherwise as may be allowed under this Agreement, the Town Code, or applicable law.

5. Restrictions upon Building Permits and Future Approvals. No building permit and no future approvals or other town permits, including zoning or special permit approvals and variances) may be issued for any reason for improvements of

than the Facilities until and after it is demonstrated to the reasonable satisfaction of the SMO and the issuing officer or agency that the Facilities have been properly built and completed, are and remain in good working order, are up-to-date in inspection reports, and have not been removed, damaged, neglected, or impaired. Such rule applies to purposeful and accidental damages or impairments of the Facilities, including changes caused by time, nature, storms, erosion, infill, or other natural causes, known or unknown, and regardless of whether foreseeable.

6. Defaults or Failures of Owner and Town Maintenance, Repairs, or Upgrades Facilities. If as result of any such monitoring or inspection, or upon the receipt of any complaint by any person or entity, including pertaining to flooding, erosion, water quality problems, or any failure report, any damage to or deficiencies in any Facilities are discovered or verified to the reasonable satisfaction of the SMO, the Town shall effect compliance or repairs at its own cost, or the Town may notify the Owner in writing and mandate a reasonable period of time to effect needed maintenance, restoration, or repairs (the "Notice"). Upon receipt of any Notice Owner shall: (i) cause any needed stormwater professionals to be hired or consulted; (ii) have all construction, excavation, or related plans reviewed and approved by the SMO, and (iii) effect and complete any maintenance, restoration, or repairs in accordance with such plans as are approved by the SMO and within the time stated in the Notice. Any stormwater reports, diagrams, analyses, or construction drawings used to effect such maintenance, restoration, or repairs shall be promptly delivered to the Town. Once such Notice is delivered, the following additional rules and procedures shall apply:

A. If the Owner desires to contest the Notice, Owner shall submit an appeal to the SMO specifying in detail each basis of any objection or contest to the determination of the Town as to the need for any maintenance, restoration, or repairs. The SMO shall decide upon such appeal within 15 days of its submission. If the appeal is upheld the Notice shall be cancelled (though cancellation or appeals shall not prevent the issuance of additional Notices respecting the same or other matters). If the appeal is denied the Owner may challenge the determination under Article 78 of the CPLR, but only if such petition is filed within 30 days of the earlier of notice to the Owner or Owner's receipt of the determination upon the appeal.

B. If the Owner fails to complete any maintenance, restoration, or repairs to the reasonable satisfaction of the Town and the SMO within the time period as set forth in any such Notice, or within that same time period as measured from the date of the determination upon the appeal or following any ruling upon any Article 78 action, the Town reserves the right (but does not have the obligation) to effect such maintenance, restoration, or repairs at the sole cost and expense of the subject Owner. If the Town so proceeds it shall calculate the cost of such analyses, maintenance, restoration, or repairs, add 20% to such amount to cover mobilization, administrative, and overhead costs, and serve an itemized invoice with the resulting sum thereupon upon the Owner (the "Invoice"). Owner shall either pay such Invoice within 30 days or file a notice of contest respecting the amount so charged.

C. A notice of contest may not challenge the underlying Notice, but only the amount sought to be recovered by the Town. Such notice of contest shall be filed with the Town Clerk, who shall schedule a public hearing before the Town Board within 30 days of receipt of the same. The Town Board shall determine the notice of contest based upon its reasonable evaluation of facts and evidence it deems competent and persuasive as presented at such public hearing. The Town Board may uphold the amount of the Invoice or modify the amount due under the Invoice, but in no event may the Town Board increase the amount of the Invoice. The determination of the Town Board shall be issued within 30 days of the close of the public hearing and may be challenged by the Owner under Article 78 of the CPLR, but only if such petition is filed within 30 days of the earlier of notice of the Town Board's determination to the Owner or Owner's receipt of the determination upon the appeal.

D. Notwithstanding the foregoing processes for serving notices and invoicing, if in whole or in any material part there is an emergency requiring immediate action or the abatement of any threat to the safety of Facilities or any persons or property adjacent to or downstream of any Facilities, the Town and the SMO are authorized to enter upon the property and effect emergency repairs or solutions to any portion of the Facilities, with the cost of such repairs to be reimbursed by the Owner within 30 days of invoicing for the same in the manner described for an Invoice, above.

E. In the event any Owner fails to reimburse the Town as required by this Agreement, then the Town may pursue any available legal remedy, including pursuit of a money judgment, pursuit of a civil or criminal violation of the stormwater laws or Town Code (if applicable), or adding the cost of the Invoice to the tax bill of the Owner by filing with the Tompkins County Department of Assessment a statement of the costs and expenses incurred and interest accruing as aforesaid, together with a statement identifying the property and Owner so that the Tompkins County Department of

Assessment may assess such unpaid costs, expenses, and interest upon such property as a special *ad valorem* levy (administered as a move tax, or levied in any other manner as is permitted by law)) against such property. Such amount shall for all purposes constitute a lien against the property until paid, and such amounts shall be collected and enforced in the same manner, by the same proceedings, at the same time, and under the same penalties as are provided by law for collection and enforcement of real property taxes in the Town of Lansing. The Owner agrees that the assessment of such costs, expenses, and interest shall be effective even if the property would otherwise be exempt from real estate taxation.

F. In any action or proceeding brought hereunder, or in relation to this Agreement generally, the Town shall be entitled to recover its reasonable costs in prosecuting or defending any action, including reasonable attorneys', engineer's, and expert's fees.

G. Any determination, invoice, demand for reimbursement, or tax levy shall be final and non-appealable if not timely challenged by the Owner within the time periods required for writs, appeals, or reviews under Article 78 of the CPLR, including as may be set forth in this Agreement. Further, the exercise of any one right or remedy shall not effect an election of remedies by the Town, nor restrict or limit the concurrent or future exercise of any other right or remedy by the Town, whether sounding in collection, enforcement, or otherwise.

9. Recording. This Agreement shall be recorded in the office of the Tompkins County Clerk and when recorded shall be referenced to all deeds for the Site (TPN 30-1-16.32, Inst. No. 554612-001). The costs of recording and referencing to affected deeds and parcels of land shall be the responsibility of the Owner.

10. Binding Effect and Enforcement. The Owner, its legal representatives, successors and assigns, and any other persons or entities who obtain title to any portion of the properties on which any of the Facilities are located shall be bound by the terms of this Agreement. The Owner shall execute whatever documents are necessary to make this Agreement binding on any persons or entities who obtain title to any portion of the properties on which any of the Facilities are located. Failure to comply with any of the requirements of this Agreement shall, without limiting the remedies otherwise available to the Town, constitute a condition of non-compliance with Approvals, shall be deemed a violation of the Town Code and shall be subject to enforcement thereunder, as well as enforcement under § 382 of the Executive Law and § 268 of the Town Law.

11. Representation as to Authority. Each of the persons executing this Agreement on behalf of the parties warrants and represents that he or she has full authority to execute the same on behalf of his or her principal/party, and that by his or her execution, the principal/party for which he or she is executing this Agreement is fully bound by its terms.

12. Limitation upon Town Liability and Indemnity. The Town shall not be liable or responsible for any injury to persons or damage to property due to the Town's actions, or failures to act, under or pursuant to this Agreement, unless it is proven to a reasonable degree of certainty that such injury or damage was caused by a reckless or intentional wrongful act of the Town. The Owner agrees to indemnify and hold harmless the Town and its employees, agents, subcontractors and consultants for all damages, losses and claims that arise out of the Owner's actions or failures to act under or pursuant to this Agreement, except this indemnification shall not extend to the proportion of damages, losses, or claims caused by a reckless or intentional wrongful act of the Town. Such indemnity shall include the Town's costs of prosecuting or defending any action respecting this Agreement or stormwater enforcement, including reasonable attorneys' fees, engineering costs, expert's fees, and other litigation costs and expenses.

13. Waivers. Where the Town Board finds that due to the special circumstances of a particular case a waiver of certain requirements of this Agreement is justified, a waiver may be granted. In all cases, no waiver shall be granted unless the Town Board finds and records in its minutes that: (1) granting the waiver would be in keeping with the intent and spirit of this Agreement and is in the best interests of the community; (2) there are special circumstances involved in the particular case and denying the waiver would result in undue hardship, provided that such hardship has not been self-imposed; and (3) the waiver is the minimum necessary degree of temporary variation from the requirements of this Agreement, the SWPPP, and the Town Code.

14. Severability and Savings. In the event that any portion of this Agreement is declared invalid by a court or tribunal of competent jurisdiction, the validity of the remaining portions hereof shall not be affected by such declaration, and this Agreement may be enforced by the Town without regard to the proximity to, visibility of, or distance from the Owner's property or the situs of any violation, nuisance, disturbance, or other violation, or any act or omission of non-compliance, and no findings, remedies, or rights of the Town shall be limited by any such geographic relationship. The violation

threatened violation of, or non-compliance with, this Agreement may be equitably enjoined, and the Owner agrees that the Town need not demonstrate the lack of a legal remedy or post any bond or undertaking whatsoever when seeking equitable relief.

15. Subject Headings. Subject headings are for convenience and do not limit or define the subject matter of the phrases that follow thereafter.

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

TOWN OF LANSING

UNITED STORAGE TBR, LLC

By: [Signature]
Its: _____

By: [Signature]
Its: _____

STATE OF NEW YORK :
COUNTY OF TOMPKINS : ss.:

On the 27th day of July (AW) in the year 2026 before me, the undersigned, personally appeared Bill Duthie
_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person
upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

ASHLEY P. WORKMAN
Notary Public, State of New York
No. 01WO0012974
Qualified in Tompkins County
Commission Expires Aug. 30, 2027

STATE OF NEW YORK :
COUNTY OF TOMPKINS : ss.:

On the 28 day of July in the year 2026 before me, the undersigned, personally appeared Buth Groff
_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person
upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

DEBORAH K. MUNSON
Notary Public, State of New York
No. 01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2027



WATERMAIN EASEMENT AND RIGHTS OF WAY

THIS INDENTURE is made the 28th day of July, 2026, by and between **UNITED STORAGE TBR, LLC**, a New York limited liability company with an address at 431 Auburn Road, Lansing, New York 14882, ("Grantor"), and the **TOWN OF LANSING**, an incorporated municipal subdivision of the State of New York, having its principal office at 29 Auburn Road, Lansing, NY 14882 ("Grantee").

WITNESSETH that the Grantor, in respect of required and needed municipal permits and approvals within its normal and regular course of its business, all as duly approved by its officers and managers as evidenced by their signature(s) below, offers and dedicates this instrument and the rights it conveys to Grantee; and in consideration good and valuable consideration duly delivered to and received by Grantor, the Grantor does hereby grant and release unto the Grantee, its successors and assigns, the following described rights in and to the following described parcels and gores of lands:

A RIGHT-OF-WAY AND EASEMENT to lay, construct, operate, maintain, alter, repair, remove, replace, and change the size of municipal water mains, service lines, and pipes, and all hydrants, valves, pressure stations, meter pits, curb boxes, and appurtenances and parts necessary or desirable therefor (hereafter the "Facilities"), together with the rights of free ingress and egress in, over, upon, and under the below-described lands, such lands being and denoting the areas of the permanent easements and rights-of-way as located in and upon certain parcels of land situate in the Town of Lansing, County of Tompkins, New York known as 6 Verizon Lane and 8-20 Verizon Lane, being further respectively known as Town of Lansing TPN 30.-1-16.31 and 30.-1-16.32. The rights-of-way and easement herein described are intended to be a minimum of 20' wide and centered over an existing watermain (as more fully described below), with an additional area running in all directions a distance of 10' from any Facilities, such as curb boxes and hydrants (all individually and together, along with all rights of access and egress, the "Easement Area").

The Easement Area is more particularly shown and described upon a survey map entitled "SURVEY MAP AND SUBDIVISION ~ LANDS OF UNITED STORAGE TBR, LLC ~ PART OF MILITARY LOT 84 ~ TOWN OF LANSING COUNTY OF TOMPKINS ~ STATE OF NEW YORK," as drawn by Owasco Land Surveying, Brian Klumpp, L.S., dated April 26, 2026 (the "Survey Map"); and such Easement Area is further partially described by metes and bounds as follows:

BEGINNING at a found iron pipe in the easterly line of the public highway known as Verizon Lane, which pipe demarks a former devising line between 6 Verizon Lane and 8-20 Verizon lane, and then proceeding S 88°59'00" E a distance of 15.00' to a calculated point, and then proceeding N 01°01'00" E a distance of 18.86' to the true point and place of beginning, and thence proceeding

N 01°01'00" E a distance of 20.02' to a calculated point; and thence proceeding
 N 88°46'53" E a distance of 35.47' to a calculated point; and thence proceeding
 N 82°11'50" E a distance of 25.47' to a calculated point; and thence proceeding
 N 73°28'52" E a distance of 42.86' to a calculated point; and thence proceeding
 N 82°16'51" E a distance of 105.43' to a calculated point; and thence proceeding
 N 61°15'53" E a distance of 68.41' to a calculated point; and thence proceeding
 N 56°46'38" E a distance of 114.21' to a calculated point; and thence proceeding
 N 57°13'13" E a distance of 30.00' to a calculated point; and thence proceeding
 S 32°46'47" E a distance of 30.00' to a calculated point; and thence proceeding
 S 57°13'13" W a distance of 30.00' to a calculated point; and thence proceeding
 N 32°46'47" W a distance of 10.00' to a calculated point; and thence proceeding
 S 56°46'38" W a distance of 114.84' to a calculated point; and thence proceeding
 S 61°15'53" W a distance of 72.91' to a calculated point; and thence proceeding
 S 82°16'51" W a distance of 107.60' to a calculated point; and thence proceeding
 S 73°28'52" W a distance of 42.85' to a calculated point; and thence proceeding
 S 82°11'50" W a distance of 28.14' to a calculated point; and thence proceeding
 S 88°46'53" W a distance of 37.40' to a calculated point, being the true point and place of beginning.

SUBJECT TO the encroachment of the northwest corner of the building located at 10 Verizon Lane, Lansing, NY.

BEING the purpose of said easement and right-of way to convey rights to the Town of Lansing for the purposes of maintaining, protecting, and improving such Facilities and benefitting any existing water benefit or improvement district or area.

AND FURTHER WITNESSETH that the Grantor further covenants and agrees as follows:

1. No buildings or structures shall be placed or constructed within the Easement Area (except for driveways, roads, and buildings or structures authorized by permits and approvals issued by Grantee) that will in any way interfere with complete access by the Grantee to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any Facilities. Further, and except for trees or other plants to be installed and maintained on or beneath the surface of the in accordance with permits and approvals issued by Grantee, no trees or other plants will be planted or cultivated that may interfere with access to or the use of the Easement Area by the Grantee.
2. Except to the extent necessary for the construction, use, and maintenance of buildings and other improvements authorized by permits and approvals issued by Grantee, Grantor shall not: (i) engage in, permit, or allow any mining, excavation, construction, or blasting within the Easement Area; or allow, suffer, or permit, by acts or omissions, any actions or conduct that directly or indirectly blocks, obstructs, or interferes with the ingress, egress, and use rights of the Grantee.
3. Grantor may not authorize, undertake, or permit the alteration of, abandonment of, modification of, demolition of, discontinuation of, or interference with any Facilities or these easements and rights-of-way, except in strict accordance with the written approval of the Grantee. All easements and covenants herein are, and shall be and be deemed and construed individually and collectively as, material obligations of the Grantor neither subject to expiration, abandonment, nor judicial termination as contemplated by Article 19 of the New York Real Property Actions and Proceedings Law (or any like statute or regulation).
4. Recitations of rights, duties, responsibilities, or obligations herein shall not be construed in any manner as to limit any secondary or implied easement rights arising naturally from these easements and rights-of-way, and nothing in this document waives, relinquishes, or limits any secondary rights as are now, or as may hereafter become, necessary to fulfill the purposes of these easements, including but not limited to the maintenance of public infrastructure. All secondary easements and rights reasonably or necessarily implied by this instrument shall be presumed to exist when reasonably required to give effect to the purposes of this instrument, and any party or third party seeking to oppose or limit the same shall have the burden of proving the contrary.
5. The easement and rights-of-way herein granted run in favor of the Grantee and its employees, officers, contractors, and agents, and these rights and this instrument are fully assignable by the Grantee to any successor or assign, including any existing or future improvement district(s), without prejudice or recourse by Grantor. Further, to the extent any public or private streets or highways exist upon, adjacent to, or in proximity to the Easement Area, it shall be presumed that the Grantee shall have an unfettered and indefeasible right to enter upon and use such roadways pursuant to and in furtherance of the purposes of these easements and rights-of-way.

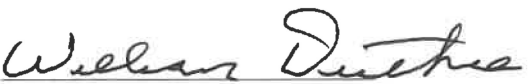
TO HAVE AND TO HOLD said rights-of-way and easements unto the Grantee, to run with the land forever

SUBJECT TO the obligation of Grantee, all times when it enters the Easement Area for any purpose related to this instrument, to leave the Easement Area and surrounding lands in a neat and presentable condition, returning the same and the grade thereof as nearly as practicable to its pre-entry condition, including re-seeding where required.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument as of the day and year set forth above.

IN PRESENCE OF:

United Storage TBR, LLC

By 
William Duthie, Manager

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On the 28th day of July in the year 2026, before me, the undersigned, personally appeared **William Duthie**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

ASHLEY P. WORKMAN
Notary Public, State of New York
No. 01WO0012974
Qualified in Tompkins County
Commission Expires Aug. 30, 2027

**RESOLUTION APPROVING, AUTHORIZING, AND RATIFYING
EXECUTION AND FILING OF UNITED STORAGE STORMWATER
AGREEMENT AND DEDICATION OF WATERLINE EASEMENT**

RESOLUTION 26-

**RESOLUTION APPROVING, AUTHORIZING, AND RATIFYING
EXECUTION AND FILING OF UNITED STORAGE STORMWATER
AGREEMENT AND DEDICATION OF WATERLINE EASEMENT**

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

WHEREAS, in accordance with prior Planning Board resolutions approved by the Town Board, and as mandated by the Town Code, the owners of the United Storage Business Park at 8-10 Verizon Lane have been required for years to submit a sitewide Stormwater Operation, Management, and Reporting Agreement (“SOMRA”), and the same was previously prepared and updated in accordance with additional improvements approved by the Planning Board and special permits approved by the Town Board; and

WHEREAS, as part of such reviews it was discovered that the waterline once servicing the property had been expanded to supply multiple buildings in the business park, thereby creating a water main that is required under NYS law to be publicly owned (or under the control of certain quasi-governmental or regulated entities) such that the dedication of the main and hydrants along such line needed to be mapped and dedicated; and

WHEREAS, the form of the SOMRA and the waterline easement were prepared and reviewed by the Town and the landowner and found to be accurate to the as-built final site plans and surveys for the business park, and the same were duly executed and filed of record at the Tompkins County Clerk’s Office as instrument numbers 26-07726 (SOMRA) and 26-07727 (waterline easement); and

WHEREAS, given all prior reviews and approvals from the Town Board, Planning Board, Town Planner, Town Engineers, and the Attorney for the Town, such approvals and reviews having required the execution and filing of the SOMRA and the dedication of the waterline and easement covering the same, and given due deliberation upon all of the above, it was duly

RESOLVED, that the SOMRA be and hereby is approved, that the Town Supervisor be authorized to execute the same, and that the prior execution and filing of the SOMRA is hereby approved and fully ratified as an authorized action of the Town; and it is further

RESOLVED, that the easement for the waterline servicing the business park be and hereby is approved, that the offer of dedication of and for the same, including the waterline and all pipes, parts, and appurtenances thereto, along and together with the easements and rights-of-way allowing the town and the CWD to maintain, improve, repair and replace the same, be and hereby are approved and accepted, and further that the Town Supervisor be authorized to execute the same,

and finally that the prior execution and filing of the said waterline easement is hereby approved and fully ratified as an authorized action of the Town.

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

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 19, 2026.

STORMWATER OPERATION, MANAGEMENT, AND REPORTING AGREEMENT

THIS AGREEMENT (the “Agreement”) is made effective this 1st day of August, 2026, by and between the **TOWN OF LANSING**, a municipal corporation with offices at 29 Auburn Road, Lansing, New York 14882 (the “Town”), and each of the following:

LUCENTE HOLDINGS, INC., a New York corporation with offices at 381 Hagadorn Hill Rd, Spencer, New York 14883 (an “Owner”); and

VILLAGE SOLARS, LLC, a New York limited liability company with offices at 381 Hagadorn Hill Rd, Spencer, New York 14883 (an “Owner”); and

Each Owner is herein referred to collectively and severally as an “Owner” and the easements and rights-of-way and all other obligations, together with the Town’s rights of inspection, enforcement, and collection (including by instituting a levy of any amounts due as reflected below) apply to each owner in respect of the parcels of land and improvements they own of record per deeds filed at the Tompkins County Clerk’s Office and per site plan and other approvals filed with the Town; and it being further the intent of the Town and each Owner that an Owner is only liable or responsible for the land and improvements it owns or has obtained approvals upon from the Town, with such responsibility to run forever with the land to all successors and assigns, unless a superseding stormwater agreement or instrument is duly approved, executed, and filed by the Town; so now therefore

WITNESSETH THAT, WHEREAS, the Owner has received several site plan approvals and building permits for the construction and maintenance of buildings and improvements within the Village Circle-Village Solars Planned Development Area known as Phases 5, 6, and 7 (such approvals and permits being herein the “Approvals”), also known as PDA #1 in the Town of Lansing, codified as § 270-67 in the Town Code of the Town of Lansing (the “PDA”), which PDA encompasses improved and unimproved lands of Owner; and

WHEREAS, the Approvals required the adoption of mandatory stormwater management reviews and facilities per Town Code Chapter 225 addressing Stormwater and Illicit Discharges; and some Approvals were made subject to stormwater requirements and controls, which are undertaken and managed by Owner and overseen by the Town through Stormwater Pollution Prevention Plans (each, a “SWPPP,” and each on file with the Town) and stormwater operation, management, and reporting agreements (a “SOMRA”); so now

THEREFORE, in consideration of the Approvals, as required by the Town, the Town Code, and state and federal stormwater laws, and in furtherance of the public purposes of providing adequate stormwater retention and maintenance practices, the parties agree as follows:

1. Construction of Facilities. The Owner agrees to construct and install all of the stormwater management facilities, erosion control facilities, and storm drainage facilities (collectively referred to as the “Facilities”) shown on the final plans which are part of each Approval, copies of which are on file in the Town offices, or which are required under any approved SWPPP, or which are referenced in or required by any NYS SPDES permit(s). Without limiting the foregoing, the Owner agrees to construct, at its expense, all stormwater ponds and forebays, sand filters, bioretention or treatment areas, and to install, maintain, and improve, as needed, such other Facilities, including but not limited to pipes, mains, drains, outlet and inlet structures, swales, ditches, manholes, and other drainage-related Facilities and structures, whether above or below grade, all of which shall be located substantially as shown in the drawings and surveys for Approvals for Phases 5 through 7 and in any SWPPPs for each such Phase and each such Approvals. All such Facilities shall be constructed: (i) as shown in such drawings or SWPPPs; (ii) in accord with good engineering practices and applicable New York State standards and specifications; and (iii) to the reasonable satisfaction of the Town and its Stormwater Management Officer (“SMO”). Owner shall not authorize, undertake, or permit alteration, abandonment, modification, or discontinuation of the Facilities except in accordance with the advance written approval of the Town or pursuant to any applicable requirements for modifications of Approvals.

For the purposes of clarity, each Owner is responsible for the stormwater facilities upon its own lands and the related practices and improvements required by any Approvals or SWPPPs; and no Owner is necessarily responsible for construction, compliance, maintenance, repair, or reporting upon practices not upon their lands unless: (i) referenced in their Approvals or SWPPPs; or (ii) required under this instrument. For the further purposes of clarity all Facilities shall be and remain the responsibility of the Owner regardless of whether located on private or public property, including (but not

limited to) when within or adjacent to any public highway. Some, but not all, of such facilities that are upon public lands or withing public highways are further illustrated in Exhibit B. In all cases where any Facilities are on public lands or upon or adjacent to any public highways, the Owner shall be required to obtain highway work and other construction permits, from the authority that has permitting jurisdiction over such highways, including in accordance with Chapter 230 and other provisions of the Town code.

2. Grant of Easements and Rights of Way. The Owner hereby grants, conveys, transfers, and assigns forever to the Town (its successors and assigns, including any future drainage district formed to manage stormwater or runoff) the following easements and rights-of-way, which shall hereafter run with the land: (i) a permanent easement and rights-of way to permit the Town and the SMO to enter upon, across, over, and under (as duly limited below) any lands within the PDA, any land known as 119 Village Circle (together, the "Site"), and all parcels and lands described in Exhibit A (attached) for the purposes of observing, inspecting, monitoring, maintaining, repairing, replacing, upgrading, or improving the Facilities as and where built (or as hereafter expanded, relocated, or improved), all at such times as may be deemed appropriate, necessary, or desirable, including at all locations upon the Site as are shown in any plans, surveys, Approvals, or SWPPPs; and (ii) a permanent easement and right-of way across and within 10' of all property boundaries of the Site for the purposes of maintaining access to water and sewer lines, utilities, and Facilities, both above and below ground. The following provisions shall also apply to limit and apply to all such easements and rights-of-way:

A. Within the above-referenced easements and rights-of-way areas, no structures, plantings, or other materials may be placed or permitted to remain which may interfere with the installation and maintenance of water and sewer lines, utilities, and Facilities, or which may change or alter the direction and volume of flow of waters in, or obstruct or retard the flow of water through, the drainage ditches or Facilities at or serving the Site, or that may impair the operation and proper functioning of any Facilities.

B. In limitation of the foregoing easements and rights-of-way conveyed in respect of this instrument are limited to the minimum area reasonably needed to access, inspect, and maintain or repair any Facilities, and 10' on either side of the centerline of any ditches, culverts, pipes, and like linear facilities, and 10' surrounding any other Facilities duly extended in all directions, shall be deemed a minimum reasonable distance for the Town's purposes under this instrument. Where there are lots or parcels with no stormwater Facilities, there is no presumptive right to enter to do anything other than inspect stormwater flows.

C. Except in the case of an emergency, the Town's entry and use of such easement and rights-of-way are conditioned upon the Town providing the Owner at least 48 hours' notice of entry.

D. As to all acts of entry or disturbances undertaken by the Town, the Town shall repair and restore all lands to their original condition and contours to the greatest extent reasonably possible, with re-seeding where necessary. Such restoration shall be at the expense of the Town unless such entry and action are undertaken by the Town as a result of any default or non-compliance by Owner with this Agreement or any applicable stormwater requirements, including as defined in a Notice or an Invoice, each as defined and described below.

E. All secondary easements and rights reasonably or necessarily implied by this Agreement shall be presumed to exist when reasonably required to effect the purposes of providing the Town with access or the ability to inspect or undertake stormwater controls or management, and in all cases the Owner shall have the burden of proving the contrary.

F. All easements and rights-of-way herein conveyed or granted are easements appurtenant that shall forever run with the land; and they shall be and be deemed and construed individually and collectively as material obligations of the Owner, neither subject to expiration, abandonment, nor judicial termination as contemplated by the Article 19 of the New York Real Property Actions and Proceedings Law (or any like statute or regulation).

G. Exhibit A delineates the land affected by this instrument, but it is understood and agreed by Owner that the terms hereof equally apply to all prior Approvals and Facilities, any future Facilities, and Facilities benefitting the buildings and improvements covered by the Approvals, whether or not on the lands identified as Exhibit A, and further including any existing or other stormwater practices which the Facilities utilize or make any hydraulic, stormwater management, or other connections to for the purposes of managing stormwater, erosion, sedimentation, or drainage generally.

3. Maintenance, Repair, and Improvement of Facilities. Owner (and all of owner's licensees, tenants, assigns, and others acting with, upon approval of, or in furtherance of the business or interests of Owner) shall use, operate, maintain, and repair the Facilities to ensure that the Facilities continue to function for their intended purpose and as designed. Without limiting the foregoing, Owner agrees comply with all current and future plans for regular and recurring inspections and

maintenance of the Facilities, including such inspections and maintenance as are a part of the Approvals, or required under the Town Code or in any SWPPPs or SPDES permit requirements. In addition, Owner shall perform such other inspections, maintenance and repair as may be reasonably required by the Town or its SMO in order to assure the continued operation of the Facilities as intended and designed, including to ensure that all Facilities function in a good and workmanlike manner.

Owner may not authorize, undertake, or permit the alteration of, abandonment of, modification of, demolition of, discontinuation of, or interference with any Facilities or the easements and rights-of-way set forth in this Agreement, except in strict accordance with the advance written approval of the Town. Owner shall have strict liability for any direct or indirect costs of restoration, claims, losses and damages, reporting costs or obligations, and fines or penalties imposed by or against the Town, including the costs of any expert's, engineering, or attorneys' fees, incurred by the Town in relation thereto. Owner shall comply with all Town Code stormwater operation, maintenance, and reporting requirements and regulations as apply to their respective lands and parcels, each as they now exist or are hereafter updated, amended, or recodified.

4. Annual Inspection Report. For all lots or lands at the Site subject to stormwater reporting, the Owner shall submit an annual stormwater inspection report to the Town on or before the first day of September of each year. Such reports shall, at a minimum, include the location of the property, Owner's contact information, a summary of completed inspections, the results of such inspections, and a summary of any maintenance activities or corrective actions undertaken. Annual reports shall be signed by the Owner or other legally responsible party and shall attest to the accuracy of the information provided in the report. Failure to submit the annual reports, or the submission of inaccurate reports, shall constitute a condition of non-compliance with the Approvals and a violation of this Agreement, enforceable as such or otherwise as may be allowed under this Agreement, the Town Code, or applicable law.

5. Restrictions upon Building Permits and Future Approvals. No building permits and no future approvals or other Town permits or certificates (including, but not limited to, zoning or special permit approvals and variances and certificates of compliance or occupancy) may be issued for any reason for improvements other than the Facilities until and after it is demonstrated to the reasonable satisfaction of the SMO and the issuing officer or agency that the Facilities have been properly built and completed, are and remain in good working order, are up-to-date in inspection reports, and have not been removed, damaged, neglected, or impaired. Such rule applies to purposeful and accidental damages or impairments of the Facilities, including changes caused by time, nature, storms, erosion, infill, or other natural causes, known or unknown, and regardless of whether foreseeable.

6. Defaults or Failures of Owner and Town's Maintenance, Repairs, or Upgrades to or of Facilities. If as result of any such monitoring or inspection, or upon the receipt of any complaint by any person or entity, including pertaining to flooding, erosion, water quality problems, or any failure report, any damage to or deficiencies in any Facilities are discovered or verified to the reasonable satisfaction of the SMO, the Town shall effect compliance or repairs at its own cost, or the Town may notify the Owner in writing and mandate a reasonable period of time to effect needed maintenance, restoration, or repairs (the "Notice"). Upon receipt of any Notice Owner shall: (i) cause any needed stormwater professionals to be hired or consulted; (ii) have all construction, excavation, or related plans reviewed and approved by the SMO, and (iii) effect and complete any maintenance, restoration, or repairs in accordance with such plans as are approved by the SMO and within the time stated in the Notice. Any stormwater reports, diagrams, analyses, or construction drawings used to effect such maintenance, restoration, or repairs shall be promptly delivered to the Town. Once such Notice is delivered, the following additional rules and procedures shall apply:

A. If the Owner desires to contest the Notice, Owner shall submit an appeal to the SMO specifying in detail each basis of any objection or contest to the determination of the Town as to the need for any maintenance, restoration, or repairs. The SMO shall decide upon such appeal within 15 days of its submission. If the appeal is upheld the Notice shall be cancelled (though cancellation or appeals shall not prevent the issuance of additional Notices respecting the same or other matters). If the appeal is denied the Owner may challenge the determination under Article 78 of the CPLR, but only if such petition is filed within 30 days of the earlier of notice to the Owner or Owner's receipt of the determination upon the appeal.

B. If the Owner fails to complete any maintenance, restoration, or repairs to the reasonable satisfaction of the Town and the SMO within the time period as set forth in any such Notice, or within that same time period as measured from the date of the determination upon the appeal or following any ruling upon any Article 78 action, the Town reserves the right (but does not have the obligation) to effect such maintenance, restoration, or repairs at the sole cost and expense of the subject Owner. If the Town so proceeds, it shall calculate the cost of such analyses, maintenance, restoration, or repairs, add 20% to such amount to cover mobilization, administrative, and overhead costs, and serve an itemized invoice with the resulting sum thereupon upon the Owner (the "Invoice"). Owner shall either pay such Invoice within

30 days or file a notice of contest respecting the amount so charged.

C. A notice of contest may not challenge the underlying Notice, but only the amount sought to be recovered by the Town. Such notice of contest shall be filed with the Town Clerk, who shall schedule a hearing before the Town Board within 30 days of receipt of the same. The Town Board shall determine the notice of contest based upon its reasonable evaluation of facts and evidence it deems competent and persuasive as presented at such hearing. The Town Board may uphold the amount of the Invoice or modify the amount due under the Invoice, but in no event may the Town Board increase the amount of the Invoice. The determination of the Town Board shall be issued within 30 days of the close of the hearing and may be challenged by the Owner under Article 78 of the CPLR, but only if such petition is filed within 30 days of the earlier of notice of the Town Board's determination to the Owner or Owner's receipt of the determination upon the appeal.

D. Notwithstanding the foregoing processes for serving notices and invoicing, if in whole or in any material part there is an emergency requiring immediate action or the abatement of any threat to the safety of Facilities or any persons or property adjacent to or downstream of any Facilities, the Town and the SMO are authorized to enter upon the property and effect emergency repairs or solutions to any portion of the Facilities, with the cost of such repairs to be reimbursed by the Owner within 30 days of invoicing for the same in the manner described for an Invoice, above.

E. In the event any Owner fails to reimburse the Town as required by this Agreement, then the Town may pursue any available legal remedy, including pursuit of a money judgment, pursuit of a civil or criminal violation of the stormwater laws or Town Code (if applicable), or adding the cost of the Invoice to the tax bill of the Owner by filing with the Tompkins County Department of Assessment a statement of the costs and expenses incurred and interest accruing as aforesaid, together with a statement identifying the property and Owner so that the Tompkins County Department of Assessment may assess such unpaid costs, expenses, and interest upon such property as a special *ad valorem* levy (administered as a move tax, or levied in any other manner as is permitted by law)) against such property. Such amount shall for all purposes constitute a lien against the property until paid, and such amounts shall be collected and enforced in the same manner, by the same proceedings, at the same time, and under the same penalties as are provided by law for collection and enforcement of real property taxes in the Town. The Owner agrees that the assessment of such costs, expenses, and interest shall be effective even if the property would otherwise be exempt from real estate taxation.

F. In any action or proceeding brought hereunder, or in relation to this Agreement generally, the Town shall be entitled to recover its reasonable costs in prosecuting or defending any action, including reasonable attorneys', engineer's, and expert's fees.

G. Any determination, invoice, demand for reimbursement, or tax levy shall be final and non-appealable if not timely challenged by the Owner within the time periods required for writs, appeals, or reviews under Article 78 of the CPLR, including as may be set forth in this Agreement. Further, the exercise of any one right or remedy shall not effect an election of remedies by the Town, nor restrict or limit the concurrent or future exercise of any other right or remedy by the Town, whether sounding in collection, enforcement, or otherwise.

9. Recording. This Agreement shall be recorded in the office of the Tompkins County Clerk and the costs of recording and referencing to affected deeds and parcels of land shall be the responsibility of the Owner.

10. Binding Effect and Enforcement. The Owner, its legal representatives, successors and assigns, and any other persons or entities who obtain title to any portion of the properties on which any of the Facilities are located shall be bound by the terms of this Agreement. The Owner shall execute whatever documents are necessary to make this Agreement binding on any persons or entities who obtain title to any portion of the properties on which any of the Facilities are located. Failure to comply with any of the requirements of this Agreement shall, without limiting the remedies otherwise available to the Town, constitute a condition of non-compliance with Approvals, shall be deemed a violation of the Town Code and shall be subject to enforcement thereunder, as well as enforcement under § 382 of the Executive Law and other applicable provisions of New York State law.

11. Representation as to Authority. Each of the persons executing this Agreement on behalf of the parties warrants and represents that he or she has full authority to execute the same on behalf of his or her principal/party, and that by his or her execution, the principal/party for which he or she is executing this Agreement is fully bound by its terms.

12. Limitation upon Town Liability and Indemnity. The Town shall not be liable or responsible for any injury to persons or damage to property due to the Town's actions, or failures to act, under or pursuant to this Agreement, unless it is proven

to a reasonable degree of certainty that such injury or damage was caused by a reckless or intentional wrongful act of the Town. The Owner agrees to indemnify and hold harmless the Town and its employees, agents, subcontractors and consultants for all damages, losses and claims that arise out of the Owner’s actions or failures to act under or pursuant to this Agreement, except this indemnification shall not extend to the proportion of damages, losses, or claims caused by a reckless or intentional wrongful act of the Town. Such indemnity shall include the Town’s costs of prosecuting or defending any action respecting this Agreement or stormwater enforcement, including reasonable attorneys’ fees, engineering costs, expert’s fees, and other litigation costs and expenses.

13. Waivers. Where the Town Board finds that due to the special circumstances of a particular case a waiver of certain requirements of this Agreement is justified, a waiver may be granted. In all cases, no waiver shall be granted unless the Town Board finds and records in its minutes that: (1) granting the waiver would be in keeping with the intent and spirit of this Agreement and is in the best interests of the community; (2) there are special circumstances involved in the particular case and denying the waiver would result in undue hardship, provided that such hardship has not been self-imposed; and (3) the waiver is the minimum necessary degree of temporary variation from the requirements of this Agreement, the SWPPP, and the Town Code.

14. Severability and Savings. In the event that any portion of this Agreement is declared invalid by a court or tribunal of competent jurisdiction, the validity of the remaining portions hereof shall not be affected by such declaration, and this Agreement may be enforced by the Town without regard to the proximity to, visibility of, or distance from the Owner’s property or the situs of any violation, nuisance, disturbance, or other violation, or any act or omission of non-compliance, and no findings, remedies, or rights of the Town shall be limited by any such geographic relationship. The violation or threatened violation of, or non-compliance with, this Agreement may be equitably enjoined, and the Owner agrees that the Town need not demonstrate the lack of a legal remedy or post any bond or undertaking whatsoever when seeking equitable relief.

15. Subject Headings. Subject headings are for convenience and do not limit or define the subject matter of the phrases that follow thereafter.

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

VILLAGE SOLARS, LLC

LUCENTE HOLDINGS, INC.

By: _____
Stephen P. Lucente, President
and Authorized Manager

By: _____
Stephen P. Lucente, President
and Authorized Manager

TOWN OF LANSING

By: _____
Ruth Groff, Town Supervisor

Notary Page Follows

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On the ____ day of _____ in the year 2026 before me, the undersigned, personally appeared RUTH GROFF personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the __ day of _____ in the year 2026 before me, the undersigned, personally appeared STEPHEN P. LUCENTE personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

Land Descriptions

The following lands identified by Tax Parcel Numbers and addresses as follows for each of the following Phases of PDA #1 are the subject of this instrument:

PHASE 5: 1073 Warren Road, TPN 39.-1-51.5
117 Village Circle, TPN 39.-1-51.8

PHASE 6: 2 Village Circle, TPN 39.-1-51.2
22 Village Place, TPN 39.-1-51.3

PHASE 7: 21 Village Circle, TPN 39.-1-38.112
(aka Phases 23 Village Circle, TPN 39.-1-38.111
7A, and 7BC) 28 Village Circle, TPN 39.-1-38.13
88 Village Circle, TPN 39.-1-38.81
96 Village Circle, TPN 39.-1-38.82

This instrument applies to each and all of the above-referenced parcels and lands and for convenience these parcels are more particularly described by metes and bounds below. In the event of any typographical or mapping error, or any conflict between the Approvals and the following land descriptions, such shall be resolved by ensuring that the requirements of this instrument apply fully to all lands listed above and the areas of land affected shall not be reduced or affected in any manner by a land description that may not fully follow all known or platted property lines.

1073 Warren Road, current TPN 39.-1-51.5: BEING ALL THAT TRACT OR PARCEL OF LAND situate in Military Lot 93 in the Town of Lansing, County of Tompkins, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point in the centerline of Warren Road, which point is located southerly 217± feet from the intersection of Warren Road with the protracted South Street Line of Village Circle;

THENCE RUNNING and continuing along the southerly line of lands owned by Village Solars Apartments, LLC (2015-10945) on a curve to the right with a radius of 467.68 feet and an arc length of 154.43 feet to a point, said course having a chord bearing of North 80 degrees 34 minutes 06 seconds East, a chord distance of 153.73 feet;

THENCE RUNNING along the southerly line of said lands of Village Solars Apartments, LLC (2015-10945) on a curve to the left with a radius of 613.85 feet and an arc length of 236.33 feet to a point marked by a set 5/8 rebar and survey cap, said course having a chord bearing of North 81 degrees 27 minutes 08 seconds East, a chord distance of 234.87 feet;

THENCE RUNNING South 05 degrees 21 minutes 39 seconds West a distance of 37.36 feet to a point marked by a set spike;

THENCE RUNNING North 85 degrees 30 minutes 53 seconds West a distance of 73.60 feet to a point marked by a set 5/8" rebar and survey cap;

THENCE RUNNING South 04 degrees 15 minutes 41 seconds West a distance of 73.73 feet to a point marked by a set 5/8 rebar and survey cap;

THENCE RUNNING South 82 degrees 22 minutes 05 seconds West a distance of 61.03 feet to a point marked by a set 5/8 rebar and survey cap;

THENCE RUNNING South 61 degrees 01 minutes 51 seconds West a distance of 143.69 feet to a point marked by a set 5/8 rebar and survey cap;

THENCE RUNNING South 02 degrees 09 minutes 53 seconds East a distance of 40.57 feet to a point marked by a set 5/8 rebar and survey cap;

THENCE RUNNING South 87 degrees 43 minutes 42 seconds West, passing thorough a iron pin at 86.13 feet, and continuing along the same course for a total distance of 110.69 feet to a point in the centerline of Warren Road;

THENCE RUNNING North 02 degrees 11 minutes 13 seconds West, along the centerline of Warren Road, a distance of 167.56 to the point and place of beginning.

117 Village Circle, current TPN 39.-1-51.8: BEING ALL THAT TRACT OR PARCEL OF LAND situate in Military Lot 93 in the Town of Lansing, County of Tompkins, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point in the centerline of Warren Road marking the southeast corner of other lands owned by Village Solars, LLC (Tax Map 39.1-51.10);

THENCE RUNNING North 87 degrees 32 minutes 03 seconds East, along the southerly line of other lands owned by Village Solars, LLC (Tax Map #39.-1-39.10), passing through a point marked by 5/8" rebar and survey cap at 30.00 feet, and continuing along the same course for a total distance of 251.10 feet to a point marked by a set spike;

THENCE RUNNING South 48 degrees 00 minutes 46 seconds East, a distance of 23.47 feet to a point marked by a set spike;

THENCE RUNNING South 06 degrees 41 minutes 43 seconds West a distance of 141.41 feet to a point marked by an iron pin found in the northerly right of way line of Village Circle;

THENCE RUNNING South 85 degrees 01 minutes 33 seconds West, along the northerly right of way line of Village Circle, passing through a set 5/8" rebar and survey cap at 216.67 feet, and continuing along the same course for a total distance of 246.67 feet to a point in the centerline of Warren Road;

THENCE RUNNING North 02 degrees 05 minutes 18 seconds West, along the centerline of Warren Road, a distance of 166.84 feet to the point or place of beginning.

2 Village Circle, current TPN 39.-1-51.2: BEGINNING at a point in the centerline of Warren Road which point is 1665.62 feet, more or less, southerly from its intersection with the centerline of Farrell Road, thence continuing southerly along said centerline of Warren Road South 13 degrees 54 minutes 12 seconds West a distance of 157.75 feet to a point;

THENCE running along the northerly street line of Village Circle South a bearing South 75 degrees 15 minutes 26 seconds East a distance of 158.13 feet to a found pin;

THENCE continuing along the northerly street line of Village Circle South a bearing South 39 degrees 41 minutes 54 seconds East a distance of 40.71 feet to a pin set;

THENCE running North 14 degrees 34 minutes 20 seconds East a distance of 75.22 feet to a nail set;

THENCE running North 75 degrees 16 minutes 26 seconds West a distance of 74.22 feet to a nail set;

THENCE running North 11 degrees 35 minutes 26 seconds East a distance of 107.21 feet to a pin set;

THENCE running North 75 degrees 37 minutes 57 seconds West, passing through a found pin 88.9 feet along such course, and continuing for a total distance of 113.3 feet to a point in the centerline of Warren Road, to the point or place of beginning.

22 Village Place, current TPN 39.-1-51.3: BEGINNING at a point in the centerline of Warren Road which point is 1665.62 feet, more or less, southerly from its intersection with the centerline of Farrell Road, said point also being the northwest corner of Parcel 1 above, thence running South 75 degrees 37 seconds 57 minutes East, passing through iron pins at 24.4 and 113.3 feet, and continuing along the same course for a total distance of 592.86 to a pin found at the westerly line of Village Place, which is the true point or place of beginning:

THENCE running South 14 degrees 34 minutes 20 seconds West, along the westerly street line of Village Place, a distance of 233.18 feet to a pin set;

THENCE running along the northerly street line of Village Circle South North 75 degrees 37 minutes 57 seconds West a distance of 178.00 feet to a found pin;

THENCE running North 14 degrees 34 seconds 20 seconds East a distance of 83.04 feet to a nail set;

THENCE running North 81 degrees 48 minutes 02 seconds East a distance of 64.28 feet to a pin set;

THENCE running North 57 degrees 53 minutes 43 seconds East a distance of 53.96 feet to a pin set;

THENCE running North 86 degrees 44 seconds 19 minutes East a distance of 17.52 feet to a pin set;

THENCE running North 53 degrees 14 minutes 14 seconds East a distance of 104.08 feet to the point or place of beginning.

21 Village Circle, current TPN 39.-1-38.112, and 23 Village Circle, current TPN 39.-1-38.111: BEING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing County of Tompkins, and State of New York, being part of Lot 93 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point in the southeast street corner of Village Circle, thence running in a southerly direction along the street line of Village Circle a distance of 342.00 feet, more or less, to a point marked by a found iron pin marking the northwesterly corner of premises reputedly of Lucente Homes, LLC (Instrument #2015-07460);

THENCE running South 02 degrees 18 minutes 07 seconds East, a distance of 249.54 feet to a point marked by a found iron pin;

THENCE running South 87 Degrees 39 minutes 35 seconds West, a distance of 309.82 feet to a point marked by a found iron pin;

THENCE running North 02 degrees 20 minutes 03 seconds West, a distance of 249.67 feet to a point marked by a found iron pin in the street line of Village Circle;

THENCE running North 87 degrees 41 minutes 00 seconds East along the street line of Village Circle, a distance of 309.96 feet to the point or balance of beginning, containing 0.89 acres of land, more or less.

REFERENCE IS made to a survey map entitled, 'Proposed Subdivision - Lands of Lucente Holdings, Inc., Town of Lansing, County of Tompkins, State of New York,' dated November 1, 2022, made by Brian M. Klumpp, LLS #050380, Owasco Land Surveying, a copy of which map is attached hereto and made a part hereof, and is intended to be recorded concurrently herewith.

28 Village Circle, current TPN 39.-1-38.13: BEING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins, and State of New York, being part of Lot 93 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point where the northerly line of Village Circle (South) intersects the easterly line of Village Place, as shown upon a survey map entitled "SURVEY MAP - LANDS OF LUCENTE HOLDINGS, INC., TOWN OF LANSING COUNTY OF TOMPKINS, STATE OF NEW YORK, TAX MAP NO. 39.-1-38.13, REFERENCE DEED: L.743/P.12" dated December 4, 2023, as drawn by Owasco Land Surveying, Brian M. Klumpp, LLS (#050380), such point being marked by an iron pin marking the southwesterly corner of premises of Lucente Holdings, Inc. (743/12); and

THENCE running North 02 degrees 02 minutes 50 seconds West, a distance of 255.03 feet along the easterly street line of said Village Place to a point marked by a found iron pin, being the northwesterly corner of said premises of Lucente Holdings, Inc.;

THENCE running North 87 Degrees 42 minutes 43 seconds East, a distance of 200.17 feet to a point marked by a found iron pin, being the northeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 02 degrees 03 minutes 07 seconds East, a distance of 255.15 feet to a point marked by a found iron pin in the northerly street line of Village Circle, being the southeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 87 degrees 44 minutes 47 seconds West along the northerly street line of said Village Circle, a distance of 200.19 feet to the point or place of beginning, containing 1.17 acres of land, more or less.

80 Village Circle, TPN 39.-1-38.83: BEING ALL THAT TRACT OR PARCEL OF LAND beginning at a point in the westerly street line of Village Circle at the northeasterly corner of lands of Lucente Homes LLC (2016-07460); and

THENCE running N 75° 37' 57" W, passing through an iron pin at 200' and continuing a total distance of 277.21' to a set 5/8" rebar and survey cap;

THENCE running N 14° 51' 14" E a distance of 144.43' to a set 5/8" rebar and survey cap;

THENCE running S 75° 37' 57" E a distance of 276.50' to a set 5/8" rebar and survey cap in the westerly line of said Village Circle;

THENCE running S 14° 22' 03" W a distance of 144.42' along said westerly street line to the point and place of beginning, containing in all 0.92 acres, more or less.

88 Village Circle, current TPN 39.-1-38.81: BEING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins, and State of New York, being part of Lot 93 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of Village Circle (North) at a corner where it turns approximately ninety degrees to the south, said point being shown upon a survey map entitled "SURVEY MAP - LANDS OF LUCENTE HOLDINGS, INC., TOWN OF LANSING - COUNTY OF TOMPKINS, STATE OF NEW YORK, TAX MAP NOS. 39.-1-38.8 AND 39.1-38.16, REFERENCE DEEDS: L.895/P.150 AND L.811/P.283" dated December 4, 2023, as drawn by Owasco Land Surveying, Brian M. Klumpp, LLS (#050380) (the "Survey Map"), such point being marked by an iron pin marking the northeasterly corner of premises of Lucente Holdings, Inc. (811/283); and

THENCE running North 75 degrees 37 minutes 57 seconds West, a distance of 200.00 feet along the southerly street line of said Village Circle to a point marked by a found iron pin, being the northwesterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 14 Degrees 34 minutes 20 seconds West, a distance of 259.65 feet to a point marked by a found iron pin, being the southeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 75 degrees 37 minutes 57 seconds East, a distance of 200.00 feet to a point marked by a found iron pin in the westerly street line of said Village Circle, being the southeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running North 14 degrees 34 minutes 20 seconds East along the westerly street line of said Village Circle, a distance of 259.65 feet to the point or place of beginning, containing 1.19 acres of land, more or less.

96 Village Circle, current TPN 39.-1-38.82: BEING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins, and State of New York, being part of Lot 93 in said Town and being more particularly bounded and described as follows:

BEGINNING at a point where the southerly line of Village Circle (North) intersects the easterly line of Village Place, as shown upon a survey map entitled "SURVEY MAP - LANDS OF LUCENTE HOLDINGS, INC., TOWN OF LANSING COUNTY OF TOMPKINS, STATE OF NEW YORK, TAX MAP NOS. 39.-1-38.8 AND 39.1-38.16, REFERENCE DEEDS: L.895/P.150 AND L.811/ P.283" dated December 4, 2023, as drawn by Owasco Land Surveying, Brian M. Klumpp, LLS (#050380) (the "Survey Map"), such point being marked by an iron pin marking the northwesterly corner of premises of Lucente Holdings, Inc. (895/150); and

THENCE running South 75 degrees 37 minutes 57 seconds East, a distance of 200.00 feet along the southerly street line of said Village Circle to a point marked by a found iron pin, being the northeasterly corner of said premises of Lucente Holdings, Inc.;

THENCE running South 14 Degrees 34 minutes 20 seconds West, a distance of 259.65 feet to a point marked by a found iron pin, being the southeasterly corner of said premises of Lucente Holdings, Inc.;

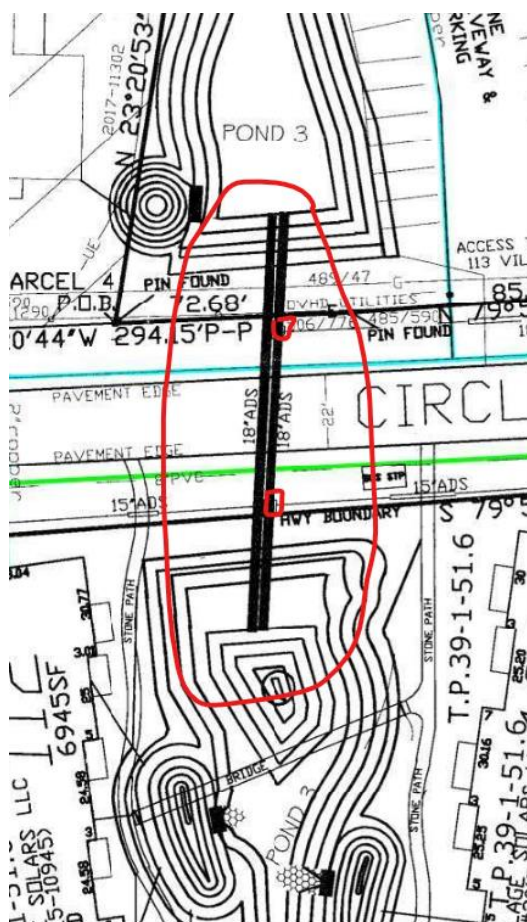
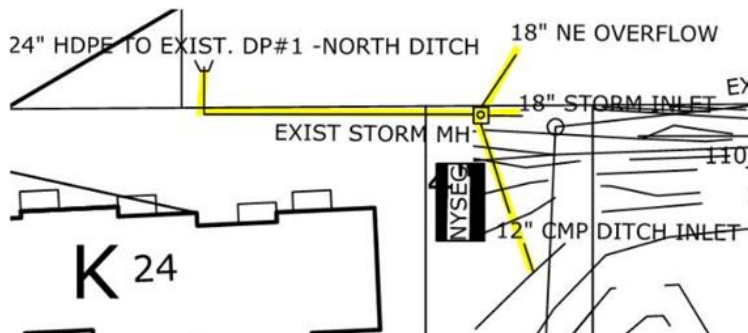
THENCE running North 75 degrees 37 minutes 57 seconds West, a distance of 200.00 feet to a point marked by a found iron pin in the easterly street line of said Village Place, being the southwesterly corner of said premises of Lucente Holdings, Inc.;

THENCE running North 14 degrees 34 minutes 20 seconds East along the easterly street line of said Village Place, a distance of 259.65 feet to the point or place of beginning, containing 1.19 acres of land, more or less. The above-described premises are conveyed SUBECT TO the easements and rights of way of record as the

same may affect the premises, including the rights of the public to the use of adjacent streets.

BEING the same premises conveyed to the Grantor by Deed from Peter F. Lucente, *et al.*, dated January 8, 2001, and recorded in the Tompkins County Clerk's Office on January 9, 2001 in Liber 895 of Deeds at page 150.

For the purposes of clarity, the Owner is responsible for all Facilities wherever located, and all Facilities and improvements depicted upon or in the mapping and document entitled "VILLAGE CIRCLE-VILLAGE SOLARS PDA - PHASE VII, 1067 WARREN ROAD, LANSING (T), NEW YORK," as prepared and drawn by Timothy C. Buhl, P.E., and dated May 20, 2022 (the "VCVS Stormwater Facilities Maps"), which VCVS Stormwater Facilities Maps were prepared during the review and Approvals for Phase VII (7), show most or all of the Facilities, and the same are incorporated into both this Exhibit B and this instrument as fully as if fully reproduced herein. In addition, for illustrative purposes only, and to depict some sample locations where Facilities are located on or across public land or highways that Owner is responsible to maintain and inspect, are the following:



**RESOLUTION FORMALLY APPROVING SOMRA FOR PDA #1 (VCVS)
PHASES 5, 6 AND 7 AND AUTHORIZING EXECUTION THEREOF**

RESOLUTION 26 -

**RESOLUTION FORMALLY APPROVING SOMRA FOR PDA #1 (VCVS)
PHASES 5, 6 AND 7 AND AUTHORIZING EXECUTION THEREOF**

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

WHEREAS, as required by Planning Board approvals, the approved SWPPPs, and the Town Code, the developers of PDA#1 (Lucente Holdings, Inc., and Village Solars, LLC) are and have been required to file of record a stormwater agreement that meets Town requirements; and

WHEREAS, a prior plan to have a single sitewide SOMRA apply to the entire PDA proved unworkable for a number of reasons, such that the Planning Department, Town Engineer, and Town Attorney agreed to have this SOMRA address only the phases that still required a SOMRA to be in place, leaving the site-wide solution to further development or any amended zoning rules to address; and

WHEREAS, upon consideration of the recommendations of Town staff and in light of the need to have formal stormwater agreements in place to ensure the continued inspection, maintenance, and viability of stormwater management and permanent practices for the same, the Town Board of the Town of Lansing has hereby

RESOLVED, that the SOMRA is approved and that the Town Supervisor be authorized to sign and cause the same to be filed of record for and on behalf of the town.

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

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 19, 2026.

Section 7, Item d.

**GRANT OF WATERMAIN EASEMENT AND RIGHTS-OF-WAY FROM ASBURY
LLC TO TOWN OF LANSING AND LANSING CONSOLIDATED WATER DISTRICT**

THIS INDENTURE is made the 19th day of August, 2026, by and between **ASBURY FARMS LLC**, a New York State limited liability company with offices at 381 Hagadorn Hill Road, Spencer, New York 14883 ("Grantor"), and the **TOWN OF LANSING**, an incorporated municipal subdivision of the State of New York, having its principal office at 29 Auburn Road, Lansing, New York 14882 ("Town").

WITNESSETH that the Grantor, in consideration good and valuable consideration duly delivered by the Town, does hereby grant and release unto the Town, its successors and assigns, the following described rights in and to the following described parcels and gores of lands:

A RIGHT-OF-WAY AND EASEMENT to lay, construct, operate, maintain, alter, repair, remove, replace, and change the size of municipal water mains, service lines, and pipes, and all hydrants, valves, pressure stations, meter pits, curb boxes, and appurtenances and parts necessary or desirable therefor, and further including the right to improve the easement areas described below with gravel drives, parking areas, or similar roadway improvements subject, in each case, to the allowed use thereof by the Grantor as well (all hereafter the "Facilities"), together with the rights of free ingress and egress in, over, upon, and under the below-described lands, such lands being and denoting the areas of the permanent easements and rights-of-way, as located in a parcel of land situate in the Town of Lansing, County of Tompkins, New York, being a portion of the property known as Town of Lansing Tax Parcel Number 39.-1-12.2 and being an area shown upon an easement map entitled "EASEMENT FOR WATER OVER LANDS OF LUCENTE HOLDINGS FARRELL, SCOFIELD AND ASBURY ROADS, TOWN OF LANSING CONSOLIDATED WATER DISTRICT TOMPKINS COUNTY, NEW YORK," as drawn by T.G. Miller P.C. and dated August 3, 2026, a portion of such is reproduced as part of this instrument and attached as Exhibit A.

The easement area is more specifically a 10' wide extension of the existing waterline easement (Instr. #2015-07427) running from and adjacent to the northerly line of the existing easement to the north for 10' along the entire length of the waterline from the boundary to the west with lands of Carpenter (R.O. Instr. # 2019-13606) to a calculated point where the said waterline turns northerly in parallel with the old (now abandoned) Scofield Road running northerly to Asbury Road (herein, the "Easement Area").

BEING the purpose of said easement and right-of way to convey rights to the Town for the purposes of maintaining, protecting, and improving such Facilities and benefitting any existing water benefit or improvement district or area, including by the installation and maintenance of the driveway and parking and staging areas crossing the culvert and running within the Easement Area.

AND FURTHER WITNESSETH that the Grantor further covenants and agrees as follows:

1. No buildings or structures shall be placed or constructed within the Easement Area (except for driveways, roads, and buildings or structures authorized by permits and approvals issued by the Town) that will in any way interfere with complete access by the Town to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any facilities permitted by this instrument. Further, and except for trees or other plants to be installed and maintained on or beneath the surface of the in accordance with permits and approvals issued by the Town, no trees or other plants will be planted or cultivated that may interfere with access to or the use of the easement and easement areas by the Town.
2. Except to the extent necessary for the construction, use, and maintenance of buildings and other improvements authorized by permits and approvals issued by the Town, Grantor shall not: (i) engage in, permit, or allow any mining, excavation, construction or blasting within the Easement Area(s); or allow, suffer, or permit by acts or omissions any actions or conduct that directly or indirectly block, obstruct, or interfere with the ingress, egress, and use rights of the Town.
3. Grantor may not authorize, undertake, or permit the alteration of, abandonment of, modification of, demolition of, discontinuation of, or interference with any Facilities or these easements and rights-of-way, except in strict accordance with the written approval of the Town. All easements and covenants herein are and shall be and be deemed and construed

individually and collectively as material obligations of the Grantor, neither subject to expiration, abandonment, termination as contemplated by Article 19 of the New York Real Property Actions and Proceedings Law (or any like statute or regulation).

4. Recitations of rights, duties, responsibilities, or obligations herein shall not be construed in any manner as to limit any secondary or implied easement rights arising naturally from these easements and rights-of-way, and nothing in this document waives, relinquishes, or limits any secondary rights as are now, or as may hereafter become, necessary to fulfill the purposes of these easements, including but not limited to the maintenance of public infrastructure. All secondary easements and rights reasonably or necessarily implied by this Instrument shall be presumed to exist when reasonably required to give effect to the purposes of this Instrument, and any party or third party seeking to oppose or limit the same shall have the burden of proving the contrary.

5. The easement and rights-of-way hereby granted run in favor of the Town and its employees, officers, contractors, and agents, and these rights and this instrument are fully assignable by the Town to any successor or assign, including any existing or future improvement district(s), without prejudice or recourse by Grantor. Further, to the extent any public or private streets or highways exist upon, adjacent to, or in proximity to the Easement Area(s), it shall be presumed that the Town shall have an unfettered and indefeasible right to enter upon and use such roadways pursuant to and in furtherance of the purposes of these easements and rights-of-way.

TO HAVE AND TO HOLD said rights-of-way and easements unto the Town and its Consolidated Water District, to run with the land forever

SUBJECT TO the obligation of the Town, all times when it enters the Easement Area for any purpose related to this instrument, to leave the easement area and surrounding lands in a neat and presentable condition, returning the same and the grade thereof as nearly as practicable to its pre-entry condition, including re-seeding where required.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument as of the day and year set forth above.

IN PRESENCE OF:

ASBURY FARM LLC

By _____
Stephen P. Lucente, President and
Authorized Manager

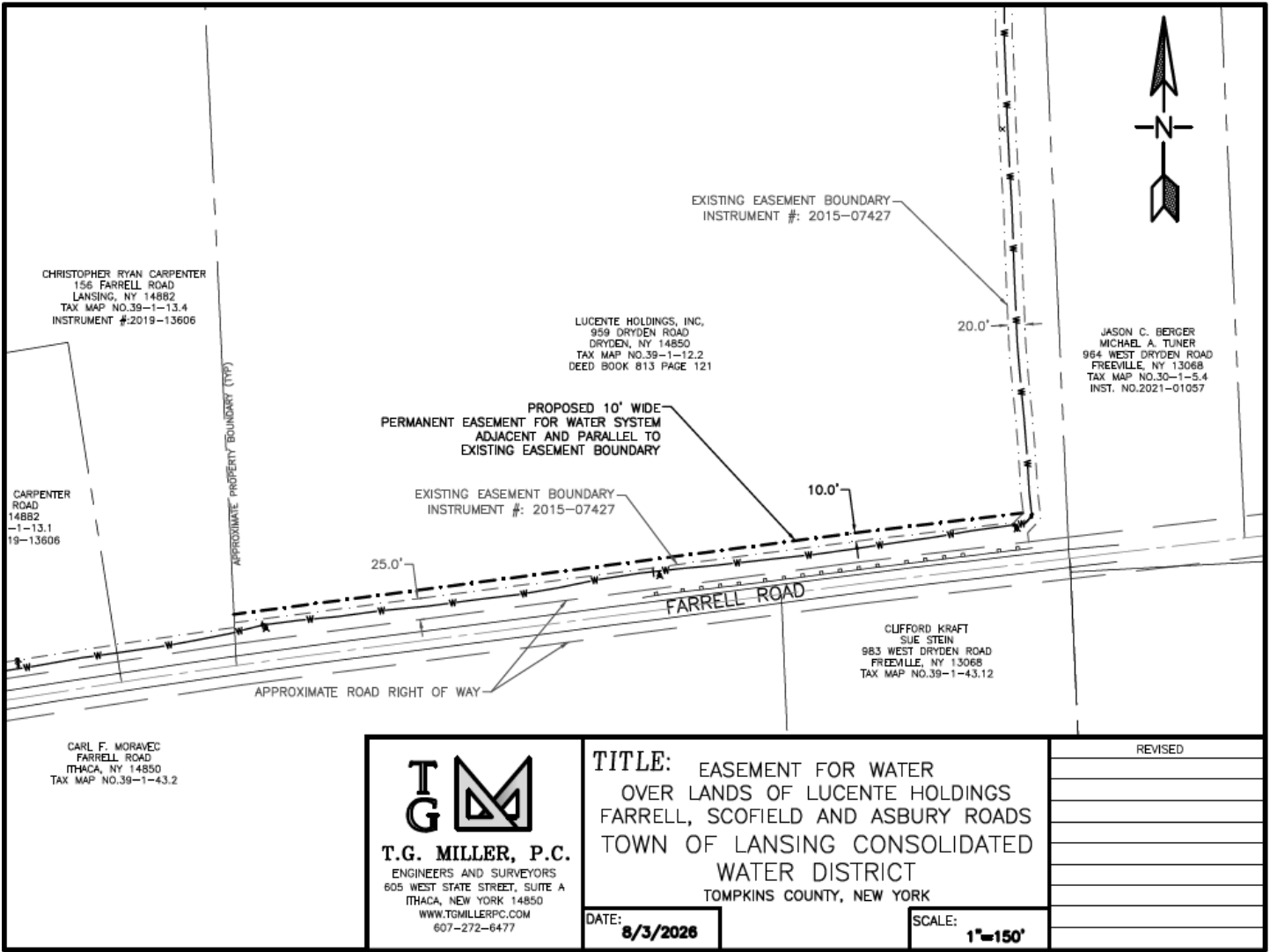
STATE OF NEW YORK _____)
COUNTY OF _____) **ss.:**

On the ____ day of August in the year 2026, before me, the undersigned, personally appeared STEPHEN P. LUCENTE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A Easement Mapping

Section 7, Item d.



**RESOLUTION FORMALLY APPROVING EXTENSION OF CWD WATERLINE
EASEMENT ALONG FARRELL ROAD AND ACCEPTING DEDICATION THEREOF**

RESOLUTION 26-

**RESOLUTION FORMALLY APPROVING EXTENSION OF CWD WATERLINE
EASEMENT ALONG FARRELL ROAD AND ACCEPTING DEDICATION THEREOF**

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

WHEREAS, the culverts allowing access northerly from Farrell Road to CWD waterlines running the length of a specific parcel of land owned by Asbury Farm LLC have been replaced, and in order to get vehicles and equipment to service almost a mile of waterlines that run the southerly and easterly bounds of these parcels, including along the old Scofield Road, the Town needs additional non-exclusive access and easement areas in order to have a working and staging area, as well as to avoid having to park heavy vehicles atop the waterline being worked upon; and

WHEREAS, the landowner has consented to grant the Town an additional 10' and the right to improve the same with a gravel or other roadway and parking/staging areas, the Town Engineers have prepared a survey of the easement area, and the Town Attorney has prepared the standard form of Town easement for the same; and

WHEREAS, upon consideration of the recommendations of Town staff and in light of the need to have access to significant lengths of waterlines along Farrell Road and northerly therefrom to Asbury Road, the Town Board of the Town of Lansing has hereby

RESOLVED, that the proposed waterline easement is approved and that the Town Supervisor be authorized to sign and cause the same to be filed of record for and on behalf of the Town.

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

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 19, 2026.

DEVELOPER'S AGREEMENT

Section 7, Item e.

re

BRITTON WOODS CONSERVATION SUBDIVISION

WHEREAS, Wayne Britton, of 18 Murfield Dr. Lansing, NY 14882 (the "Developer") is the Developer of the Britton Woods Conservation Subdivision (the "Subdivision") located along Triphammer Road at TPN 37.1-4-2.12 (9.7 acres, more or less), and desires to provide municipal water for such subdivision, as well as have subdivision stormwater and SWPPP requirements managed by a drainage district, including in accordance with town policies, codes, and expected plat conditions and approvals; and

WHEREAS, the Town of Lansing, an incorporated municipal subdivision of the State of New York, with offices at 29 Auburn Road, Lansing, New York 14882 (herein, the "Town"), will oversee the Developer's plans and agreements relative to such proposed subdivision; and

WHEREAS, there is not otherwise a petition pending under Town Law Article 12 for water district improvements, nor under Articles 12, 12-A or 12-C (the "Articles") for the creation or extension of a drainage district for the Subdivision, and by law the Town cannot commit general funds for the benefit of the Developer without such pending petition, or other procedures as comply with said Articles; nor can the Town order work from its engineer or attorneys to implement environmental reviews and public infrastructure approvals or special benefit districts to benefit such Developer, and such items and matters require feasibility studies, some levels of detailed reviews, official maps, plans, and reports (a "MPR") for the formation of special districts, as well as applications to the state comptroller for approval (the "Special Expenses"), the whole cost of which is supposed to be borne by the Developer; and

WHEREAS, if the Developer agrees to reimburse the Town for the engineering and other costs of examining the feasibility of such plat approvals, including but not limited to SWPPP and stormwater reviews, district approvals or district creation, such as by and through this agreement, the Town and Developer may each proceed more expeditiously and efficiently in accord with law.

NOW, THEREFORE, in consideration of the foregoing, all of which shall be deemed a material part of this agreement (the "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 hereby formally requests that the Town Engineer examine the stormwater plans and SWPPP for the proposed Subdivision, prepare any needed feasibility studies and an MPR relative to the creation of a drainage district, prepare any needed reviews or inspections for the extension of the Town of Lansing Consolidated Water District facilities to service the Subdivision, and that the Town further engage staff and its attorneys to prepare public interest orders and such other instruments and applications as are necessary and expedient to fulfill Developer needs and Subdivision requirements.
2. If the Developer does not proceed with the Subdivision or the same is denied, or water district improvements and drainage district creation are not required by the town or the planning board, the Town shall refund all funds on deposit. Otherwise, the Developer shall fund an escrow account to cover the costs of Special Expenses, hereby estimated in the sum of \$4,000. Such number is only an estimate and does not cover the cost of water system or drainage district improvements, all of which are and remain the sole cost and expense of the Developer. The escrow payment is intended to be an estimate to reimburse certain costs to be incurred by the Town, such as but not limited to, certain engineering, legal, and publication fees and expenses.
3. The Town, upon (i) receipt of a signed copy of this Agreement, (ii) an initial deposit of \$4,000, and (iii) passage of a Resolution approving the same by the Town Board, agrees to direct and engage town staff and the

town engineers and attorneys to attend to special district and other specialized review matters in r
Subdivision.

4. This Agreement shall be binding upon the Developer, its successors and assigns, and is and shall be and remain enforceable at law in the Town of Lansing Town Court, or such other court with appropriate jurisdiction. In the event the Town is required to bring suit hereunder the Town shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith. No waiver by the Town of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision herein, and such invalid provision shall deemed severed from this Agreement.

5. This Agreement constitutes the entire understanding of the parties respecting this specific subject matter, and revokes and supersedes all prior agreements and discussions respecting this subject matter. Each person signing this Agreement warrants and represents that (s)he has actual authority to execute this Agreement upon behalf of the Developer and the Town, respectively.

IN WITNESS WHEREOF, the Developer and the Town have each executed this Agreement as of the date set forth below.

Dated: _____, 2026.

Wayne Britton

Town of Lansing

By: _____
Ruth Groff, Town Supervisor

**RESOLUTION APPROVING BRITTON WOODS CONSERVATION SUBDIVISION
DEVELOPER'S AGREEMENT AND AUTHORIZING EXECUTION OF THE SAME**

RESOLUTION 26-

**RESOLUTION APPROVING BRITTON WOODS CONSERVATION SUBDIVISION
DEVELOPER'S AGREEMENT AND AUTHORIZING EXECUTION OF THE SAME**

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

WHEREAS, the Britton Woods subdivision is being re-reviewed and the Town anticipates needing stormwater reviews, CWD facility extensions and approvals, and the creation of a drainage district, and the developer and the Town wish to enter into a Developer's Agreement to more efficiently undertake certain district and subdivision reviews by, among other things, ensuring that Town expenses incurred to benefit the developer that are not standard or general review expenses are properly paid for by the developer as the benefitted party; and

WHEREAS, upon consideration of the recommendations of Town staff and in light of the need to proceed with standard development of subdivision reviews, SWPPP reviews, and drainage district formation, the Town Board of the Town of Lansing has hereby

RESOLVED, that the proposed Developer's Agreement be and hereby is approved, and that the Town Supervisor be authorized to sign the same for and on behalf of the Town.

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

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 19, 2026.

*re***NEXAMP BATTERY ENERGY STORAGE SYSTEM SITE PLAN AND RELATED REVIEWS**

WHEREAS, **JERRY SMITH, LLC** of 101 Summer Street, 2nd Floor, Boston, MA 02110 (A "Developer") and **NEXAMP, LLC** of 101 Summer Street, 2nd Floor, Boston, MA 02110 (also a "Developer," which term includes each Developer severally and together) are applicants to develop lands along Jerry Smith Road as a 5.0 MW battery energy storage facility, including per Civil Permit Plan Sets dated June 2026, as prepared by Developer's engineers, The Environmental Development Design Partnership, LLP, of Clifton Springs, NY (the "Project"); and such Developer will need significantly detailed site plan reviews pertaining to engineering, fire risk management, stormwater and a SWPPP, a PILOT agreement (which may also encompass neighboring facilities owned by Developer), a HCA (host community agreement), and environmental reviews, all in accordance with NYS law and town codes; and

WHEREAS, the Town of Lansing, an incorporated municipal subdivision of the State of New York, with offices at 29 Auburn Road, Lansing, New York 14882 (herein, the "Town"), will oversee the Developer's plans and agreements relative to such proposed Project; and

WHEREAS, by law the Town cannot commit general funds or engage its engineers and attorneys for other than general reviews for the benefit of the Developer and, due to the nature of the Project, a review thereof will require specialized and unique reviews by town engineers, attorneys, and consultants hired for this Project, and such costs are normally the responsibility of Developer (the, but not exclusively the, "Special Expenses"); and

WHEREAS, if the Developer agrees to reimburse the Town for the engineering and other costs of examining the feasibility of such Project, including but not limited to SWPPP and stormwater reviews, PILOTs, an HCA, and related site planning matters, such as by and through this agreement, the Town and Developer may each proceed more expeditiously and efficiently in accord with law.

NOW, THEREFORE, in consideration of the foregoing, all of which shall be deemed a material part of this agreement (the "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 hereby formally requests that the Town engage its attorneys, engineers, and consultants to examine the Project and its stormwater plans and SWPPP, as well as other site planning matters relating to taxes, environmental reviews, and fire safety as are necessary and expedient to fulfill Developer needs and Project review requirements.
2. If the Developer does not proceed with the Project or the same is denied, the Town shall refund all funds on deposit. Otherwise, the Developer shall fund an escrow account to cover the costs of Special Expenses, hereby estimated in the sum of \$10,000. Such number is only an estimate and may be in excess of all incurred costs, or it may not be sufficient to pay the non-general and specific expenses of the town respecting the review of the Project, all of which costs remain costs of the Developer at all times. The escrow payment is intended to be an estimate to reimburse certain costs to be incurred by the Town, such as but not limited to, certain engineering, legal, and publication fees and expenses. Any unused escrow balance in the Town's possession after final approvals are issued and building permits are issued shall be refunded to Developer.
3. The Town, upon (i) receipt of a signed copy of this Agreement, (ii) an initial deposit of \$10,000, and (iii) passage of a Resolution approving the same by the Town Board, agrees to direct and engage town staff and the town engineers and attorneys to attend to special district and other specialized review matters in relation to the Project.

4. This Agreement shall be binding upon the Developer, its successors and assigns, and is and remain enforceable at law in the Town of Lansing Town Court, or such other court with appropriate jurisdiction. In the event the Town is required to bring suit hereunder the Town shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith. No waiver by the Town of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision herein, and such invalid provision shall be deemed severed from this Agreement.

5. This Agreement constitutes the entire understanding of the parties respecting this specific subject matter, and revokes and supersedes all prior agreements and discussions respecting this subject matter. Each person signing this Agreement warrants and represents that (s)he has actual authority to execute this Agreement upon behalf of the Developer and the Town, respectively.

IN WITNESS WHEREOF, the Developer and the Town have each executed this Agreement as of the date set forth below.

Dated: _____, 2026.

Jerry Smith, LLC

Town of Lansing

By: _____
Its: _____

By: _____
Ruth Groff, Town Supervisor

NexAmp, LLC

By: _____
Its: _____

**RESOLUTION APPROVING DEVELOPER'S AGREEMENT FOR
NEXAMP BESS PROJECT ON JERRY SMITH ROAD**

RESOLUTION 26-

**RESOLUTION APPROVING DEVELOPER'S AGREEMENT
FOR NEXAMP BESS PROJECT ON JERRY SMITH ROAD**

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

WHEREAS, NexAmp, LLC and Jerry Smith, LLC have applied for site plan review for a Battery Energy Storage System (BESS) facility along Jerry Smith Road and the Town anticipates needing non-typical reviews for fire safety, environmental impacts, PILOT and HCA agreements, and SWPPP and stormwater reviews, along with other site planning review issues that may or will arise, and the developer and the Town wish to enter into a Developer's Agreement to more efficiently undertake project reviews and approvals, if issued, to ensure that Town expenses incurred to benefit the developer that are not standard or general review expenses are properly paid for by the developer as the benefitted party; and

WHEREAS, upon consideration of the recommendations of Town staff and in light of the need to proceed with project, stormwater, and tax agreement and impact offset agreements, the Town Board of the Town of Lansing has hereby

RESOLVED, that the proposed Developer's Agreement be and hereby is approved, and that the Town Supervisor be authorized to sign the same for and on behalf of the Town.

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

Councilperson Judy Drake –
Councilperson Christine Montague –
Supervisor Ruth Groff –

Councilperson Laurie Hemmings –
Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 19, 2026.

**Christine Montague
Town Board Member Report
August 2026**

Lansing Housing Authority, July 27

- Woodsedge management (CRM) hired a new community manager for the building. She is organizing new socials, coffee hours and picnics. There is also a new regional director of maintenance for CRM.
- A few people from the Lions club helped us and the residents weed their vegetable gardens.

Tompkins County Youth Services Advisory Board, July 27

- The County Youth Services department experienced some retirements and new hires for deputy director and Youth Services Specialist. Our contact for community youth services coordinator has moved to the deputy director position and we will get a new coordinator once that position is filled.

Conservation Advisory Council, August 5

- The CAC finalized plans for its BioBlitz and held it on Saturday, August 8 at the Lansing Center Trail. Experts gave talks throughout the day on birds, insects, bats, fungi and plants. People logged their observations in the iNaturalist link that was distributed in the advertising for the event. The object is to have a record of the plants and animals living there to develop a plan for protecting the native species, and to know what parts of the meadow have the greatest biodiversity.

Joseph Wetmore
Town Board Member Report
August 2026

Planning Board

Monday, July 27·6:30 – 8:30pm

*Final Approval for a minor subdivision at 6 Verizon Lane and 8–20 Verizon Lane.
 The approval is subject to two conditions:

1. A 5,190-square-foot parcel, identified as “Lot 3,” will be conveyed to the Town to allow for the extension of Verizon Lane and provide appropriate road frontage for Lots 1 and 2.
2. The final subdivision plat must be signed and endorsed by the Planning Board Chair, approved by the Tompkins County Assessment Department, filed with the Tompkins County Clerk within 62 days, and proof of filing provided to the Town’s Code Enforcement Office.

* Granted Final Approval for the Site Plan Review at 8–20 Verizon Lane.

Key conditions of the approval include:

1. The resolution replaces prior site plan approvals for the property but does not supersede previous resolutions concerning subdivisions, special use permits, water districts, or actions by other governmental boards.
2. The existing private driveway must be converted to a properly marked and maintained private road, consistent with the July 23, 2026 survey. The road must generally be 26 feet wide unless a state variance is obtained, and all improvements must be completed before a certificate of occupancy is issued.
3. Buildings and parking must comply with ADA requirements, including accessible parking at Buildings 8, 10, 20, and 22.
4. The applicant must coordinate with the Town regarding a watermain easement and right-of-way for the fire hydrant south of 12 Verizon Lane.
5. Building identification must be at least 12 inches high, high-contrast, and generally consistent with existing business park signage.
6. All uses must comply with the Town’s Zoning Code, with additional Site Plan Review required when applicable for changes in use.
7. The approval is valid for 36 months, during which construction or other approved activities must commence and be substantially completed unless the approval is extended.
8. Outdoor storage associated with the contractor yards must be located in the designated storage area shown on the approved plan.

* The Planning Board considered a Site Plan Review application from Christopher Perry for a proposed auto shop at 2037-A/B East Shore Drive (TPN 37.1-2-50), located in the B1 zoning district. The property was formerly used as an auto shop. The anticipated next steps are to set a public hearing and complete the SEQR review for this unlisted, uncoordinated action.

* The Planning Board considered a Major Subdivision application for 0 North Triphammer Road (TPN 37.1-4-2.12). The 9.7-acre property is proposed to be divided into 10 residential lots, along with two dedicated stormwater lots, in the R1 zoning district.

Public concerns included water runoff and drainage, the potential lack of uniformity among the proposed single-family homes, a proposed storage pond, impacts on wildlife, clearing of the lots, the conservation area, the drainage district, and the need for a developer's agreement.

The anticipated next step is a public hearing.

* The Planning Board considered a Site Plan Review application for a proposed large-scale battery energy storage facility at 339 Jerry Smith Road (TPN 16.-1-10.2), located in the AG zoning district.

Discussion focused on the fenced lease area, NYSEG coordination and charging schedules, winter road maintenance, emergency response and training, fire safety and containment, water table depth, applicable codes, noise and acoustic fencing, cooling systems, screening and visual impacts, taxation and potential IDA involvement, stormwater management, and the need for a full Environmental Assessment Form.

The applicant will revise the emergency response plan and conduct door-to-door outreach to properties within 1,000 feet of the project. The anticipated next step is a public hearing.

* The Planning Board considered a Site Plan Review application for an existing contractors' yard at 430 Peruville Road (TPN 30.-1-28.212), located in the AG zoning district.

Discussion focused on the need for a new Environmental Assessment Form, historical information, site plan conditions and inspections, crushing operations, berms and buffering, storage pile sizes and setbacks, asphalt milling and storage, traffic, drainage, noise and dust mitigation, sediment and stormwater controls, impervious surfaces, screening and replacement plantings, lighting and signage, additional structures, and bunker storage.

The Board also discussed hours and seasonal operation of the crusher, topographic information, SWPPP requirements, catch basin maintenance, and comparisons of pre- and post-development conditions, including a 100-year stormwater plan.

The anticipated next step is a Sketch Plan Conference, with additional information required before the SEQR determination.

Monthly Check-In | Lansing Smart Growth Zoning Update Tuesday, August 4·10:00 – 11:00am

The committee discussed next steps and noted the concern that two meetings had been missed. The committee agreed to work on getting back on schedule.

The billing process for the grant was also discussed. Although the state is experiencing some processing delays, our submissions are in order.

Owasco Lake Watershed Management Council, Inc.

Tuesday, August 18·10:00 – 11:30am

- * A resolution appointing Nancy Hart as Secretary.
- * A resolution appointing Ginny Kent as Chair and authorizing the Chair to act as an official signatory for financial, banking, grant, contractual, and administrative matters.
- * The Director's Summary and feedback from Board and municipal representatives.
- * The Treasurer's Audit and Finance Report, including approval of the June and July 2026 financials.
- * A lake level report.
- * An update on the NYSDEC Finger Lakes Watershed Program.
- * An update from the Owasco Watershed Lake Association.
- * The monthly watershed inspection report.

MOTION TO ENTER EXECUTIVE SESSION

Councilperson _____ moved to **ENTER EXECUTIVE SESSION TO DISCUSS**

AT _____ PM.
Councilperson _____ seconded the motion.
All in Favor – _____ Opposed – _____

MOTION TO EXIT EXECUTIVE SESSION

Councilperson _____ moved to **EXIT EXECUTIVE SESSION AT _____ PM.**
Councilperson _____ seconded the motion.
All in Favor – _____ Opposed – _____

MOTION TO ADJOURN MEETING

Councilperson _____ moved to **ADJOURN THE MEETING AT _____ PM.**
Councilperson _____ seconded the motion.
All in Favor – _____ Opposed – _____