



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, June 17, 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. **Public Hearing for Special Use Permit Application at 8-20 Verizon Lane**
 - a. Motion to Open/Close Public Hearing for Special Use Permit Application at 8-20 Verizon Lane
5. **Resolutions**
 - a. Resolution Classifying Action Under SEQRA and Conditionally Approving Special Use Permit for Indoor Volleyball Court at 8 Verizon Lane
6. **Privilege of the Floor:** Limited to 20 Minutes with a Maximum of 3 Minutes per Speaker
 - a. Optional Board Member Responses – Maximum 2 Minutes per Board Member
7. **Reports**
 - a. **Department of Public Works Report** – Mike Moseley
 - b. **Parks and Recreation Report** – Patrick Tyrrell
 - c. **Director of Planning Report**
 - 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
8. **Consent Agenda**
 - a. Motion for Town of Lansing to Accept Grants from Ithaca Tompkins County Transportation Council ("ITCTC") for Two Feasibility Studies
 - b. Resolution Scheduling Public Hearing for Proposed Local Law No. ____ of 2026 - Override Tax Levy Limit Established in General Municipal Law § 3-C

- c. Resolution Declaring 2016 Chevrolet Silverado 2500 Pickup Truck, 2015 Ford F-250 Crew Cab Pickup Truck, and a 2013 Ford F-250 Pickup Truck as Excess Property and Authorizing Disposal or Sale
- d. Resolution Amending Town Procurement Policy and Adding Omnia Partners as Allowed Piggybacking Bid List Source for Competitive and Public Bidding and Town Procurements
- e. Resolution to Ratify the Appointment of Nathaniel Rogers to the Position of Director of Planning
- f. Resolution Amending Agreement for Expenditure of Highway Moneys
- g. Resolution Accepting Dedication of Bower Road Easement and Right of Way for Trail Connection Extension
- h. Resolution Accepting Dedication of Easement for Stormy View Road Turnaround, Draining Easement to Triphammer Road, and Surrender of Paper Road and Public Highway Rights in Acres Drive
- i. Resolution Approving Doyle Security Services Contract for Access Control, CCTV, and Panic Button Installation for DPW Facilities
- j. Resolution Approving Purchase of Furniture for New Department of Public Works Building
- k. Resolution to Authorize The Town Supervisor to Sign Change Order No. 1 From Onrho Home Improvement Corp.
- l. Resolution to Create and Reclassify Code Positions in the Civil Service Position Listing
- m. Resolution to Hire Administrative Assistant I for Code & Planning Department
- n. Resolution Approving Audit and Budget Modifications and Supervisor's Report
- o. Resolution Approving Consent Agenda

9. Motions and Resolutions

- a. Resolution Approving Standard Workday and Reporting for Elected and Appointed Officials

10. Board Member Reports

- a. Correspondence

11. Board Member Reports

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

12. Work Session

13. Executive Session if Needed

- a. Motion to Enter/Exit

14. Adjourn Meeting

- a. Motion to Adjourn Meeting

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

TOWN OF LANSING PLANNING BOARD MEETING

April 27, 2026

Lansing Town Hall, 29 Auburn Road

Section 5, Item a.

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Board Members Present:

- Dean Shea, Chair
- Thomas Butler, Vice-Chair
- Al Fiorille
- Sandy Conlon
- Christine Hass
- John Licitra
- Danielle Hautaniemi
- John Duthie
- Freddy Villano
- Aimee Caffrey

Excused:

Also Present:

- Kelly Geiger, Planning Clerk
- Nathaniel Rogers, Town Planner
- Megan Dorritie, Legal Counsel
- Shaun Logue, MRB Senior Planning Associate
- Dondi Harner, TG Miller
- Joe Wetmore, TB Liaison

Public Present:

Attendance sheets for this meeting are located on pages 7-10 of the minutes

Chair, Dean Shea, opened the meeting at 6:30 pm.

Action Items:

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 “parent parcel” 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: Public Hearing

Summary of Discussion:

- John Duthie recused himself
- Scott Gibson and John Duthie were present to discuss this project
- Subdivision, Fire Turnaround, Required Outstanding Materials
- The project will go back to the Planning Board in May pending receipt of required outstanding materials

51 **Project: Special Use Permit – 8-18 Verizon Lane**

52 **Project:** Special Use Permit - 8-18 Verizon Lane

53 **Applicant:** Bill Duthie, Owner

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

55 **Project Description:** Special Use Permit to allow a volleyball court in a pre-existing building to operate as an
56 indoor recreation facility. This project is located in the IR zoning district.

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

58 **Anticipated Action:** Referral to Town Board

59

60 **Summary of Discussion:**

- 61 • John Duthie and Scott Gibson were present to discuss this project
- 62 • John Licitra recused himself as his daughter plays volleyball, Aimee Caffrey will vote
- 63 • Special Use Permit has to be approved by the Town Board
- 64 • Previous use was trade shows then converted to volleyball, and may possibly add pickle ball
- 65 • Tenant uses facility for limited players and coaches. Up to 12 people for volleyball
- 66 practice/training not playing other teams.
- 67 • Adequate lighting, parking, bathroom facilities
- 68 • The Planning Board recommends that the Town Board approves the proposed special use
- 69 permit with the condition that all indoor recreation facilities do not exceed current parking
- 70 capacity

71

72 **Project: Minor Subdivision – 40 Newman Rd**

73 **Applicant:** Frank Towner, Owner

74 **Location:** 40 Newman Rd TPN 7.-1-23.2

75 **Project Description:** Minor Subdivision of the existing 82.03-acre lot “parent parcel” to create Parcel 1 (2.71
76 ac) and Parcel 2 (2.49 ac). Four lot line adjustments will occur, affecting a further 2.379 acres of the site. This
77 project is located in the AG Zoning District.

78 **SEQR:** Unlisted/Uncoordinated Action – SEAF Part 2 required

79 **Anticipated Action:** Public Hearing, SEQR

80

81 **Summary of Discussion:**

- 82 • Frank Towner was present to discuss this project.
- 83 • Subdivision, Consolidation and Building Lot
- 84 • The Board approved the subdivisions without conditions

85

86 **RESOLUTION PB 26-04**

87

88 **TOWN OF LANSING PLANNING BOARD RESOLUTION**
 89 **STATE ENVIRONMENTAL QUALITY REVIEW (SEQR) AND MINOR SUBDIVISION**
 90 **PLAT APPROVAL FOR**
 91 **40 NEWMAN RD TPN 7.-1-23.2**

92

93 **WHEREAS,** an Application was submitted for a Minor Subdivision review by Frank Towner, owner,
94 for the proposed subdivision of Tax parcel number 7.-1-23.2, into three (3) parcels; “Parcel 1” (2.71
95 acres), “Parcel 2” (2.49 acres), and “Remaining Area” (74.44 acres), Four (4) lot line adjustments will
96 occur affecting a further 2.379 acres, The property is in the Agriculture Zone; and

97

98 **WHEREAS,** this is a proposed action reviewed under Town of Lansing Code § 235-6 Minor
99 Subdivision, for which the respective completed applications were received 24 February 2026.

100 **WHEREAS,** 6 NYCRR § 617 of the State Environmental Quality Review Act ("SEQRA") that the above-
101 referenced Action is hereby classified as an Unlisted Action under Section 617.6 of the SEQR Regulations,
102 and not subject to further review under Part 617 of SEQR Regulations; and

103 **WHEREAS**, the Planning Board has considered and carefully reviewed the requirements of the T
104 local laws relative to subdivisions and the unique needs of the Town due to the topography, the soil types
105 and distributions, and other natural and man-made features upon and surrounding the area of the
106 proposed subdivision, and the Planning Board has also considered the Town's Comprehensive Plan and
107 compliance therewith; and

108 **WHEREAS**, this Board acting as Lead Agency in SEQRA reviews and accepts as adequate:
109 Survey map showing proposed Minor subdivision of lands of Frank Towner, prepared by Lee
110 Dresser, T. G. Miller, P. C. Engineers and Surveyors and dated 4 December 2025; a Short
111 Environmental Assessment Form (SEAF), Part 1, submitted by the Applicant, and other
112 application materials;

113
114 **WHEREAS**, this action is exempt from the General Municipal Law County Planning referral
115 requirements of General Municipal Law ("GML ") § 239-1, 239-m, and 239-n through an Inter-
116 Governmental Agreement between the Tompkins County Planning Department and the Town of Lansing
117 dated 24 November 2003, as "residential subdivisions of fewer than 5 lots all of which comply with local
118 zoning standards and Tompkins County Sanitary Code requirements, and do not involve new local roads
119 or streets directly accessing a State or county road" are excluded from GML referral requirements: and
120

121 **WHEREAS**, on 27 April 2026, the Planning Board reviewed and considered the aforementioned
122 subdivision application in the Lansing Town Hall, 29 Auburn Road, Lansing, New York 14882 and duly
123 held a public hearing on the Minor subdivision application, and all evidence and comments were
124 considered, along and together with the requirements of the Town's subdivision regulations, existing
125 development in the surrounding area, the public facilities and services available, the Town's
126 Comprehensive Plan and the Land Use Ordinance, site characteristics and issues, and any potential on-
127 and off-site environmental impacts; and
128

129 **WHEREAS**, upon due consideration and deliberation by the Town of Lansing Planning Board; and
130

131 **NOW, THEREFORE, BE IT RESOLVED THAT**, the Planning Board does hereby classify the above
132 referenced Action to be an Unlisted Action under Section 617.6 of the State Environmental Quality
133 Review (SEQR) Regulations; and
134

135 **BE IT FURTHER RESOLVED THAT**, that the Planning Board of the Town of Lansing determines
136 the proposed project will result in no significant impact on the environment and that a Negative
137 Declaration for purposes of Article 8 of the Environmental Conservation Law be filed in accordance
138 with the provisions of Part 617 of the State Environmental Quality Review Act for the action of Minor
139 Subdivision approval for Town of Lansing Tax Parcel Number 7.-1-23.2; and
140

141 **RESOLVED**, that the Town of Lansing Planning Board hereby grants Final Approval of the
142 Application for a Minor Subdivision of certain land at 40 Newman Road, Tax Parcel Number
143 7.-1-23.2 Lansing, New York, subject to the following conditions:
144

- 145 1. The sealing and endorsement of such Exempt Subdivision Final Plat by the Planning Board Chair,
146 thereafter presenting, and obtaining the signing of the plat by Tompkins County Assessment Department
147 stamp, followed by filing in the Tompkins County Clerk's Office, followed by provision of proof of such
148 filing within the time limit requirements of 62 days with the Town Lansing Code Enforcement Office.
149

150 Dated: 27 April 2026

151 Motion by: John Licitra

152
153
154 Seconded by: Danielle Hautaniemi

155 VOTE AS FOLLOWS:

- 156
- 157 Tom Butler – Aye
- 158 Aimee Caffrey – Not Voting
- 159 Sandy Conlon - Aye
- 160 John Duthie – Not Voting
- 161 Al Fiorille - Aye
- 162 Christine Hass -Aye
- 163 Danielle Hautaniemi - Aye
- 164 John Licitra - Aye
- 165 Fredric Villano – Not Voting
- 166 Dean Shea - Aye

167

168 **Project: Minor Subdivision – 204 Wilson Rd**

169 **Project:** Minor Subdivision - 204 Wilson Road

170 **Applicant:** James Wright, Owner

171 **Location:** 204 Wilson Road TPN 27.-1-36.24

172 **Project Description:** Minor Subdivision of an existing 6.146-acre lot into Parcel A (1.229 ac) and Parcel B
173 (4.917 ac). This project is located in the RA Zoning District.

174 **SEQR:** Unlisted/Uncoordinated Action - SEAF Part 2 required

175 **Anticipated Action:** Sketch Review, Set Public Hearing, SEQR

176

177 **Summary of Discussion:**

- 178 • James Wright was present to discuss this project
- 179 • Subdivision, Land not being used, Road Frontage, Drainage, Tiles, Septic, Fire Turn Around
- 180 • The Board set a Public Hearing for May 18, 2026

181

182 **Project: Site Plan Review – 228 Cayuga Dr**

183 **Applicant:** Scott Kobylarz, TeraWulf Representative

184 **Location:** 228 Cayuga Drive TPN 11.-1-3.212 and TPN 11.-1-3.211

185 **Project Description:** Site Plan Review of proposed data center. Phase 1 includes the creation of three 50 MW
186 buildings and expanded infrastructure on a 433-acre vacant and former industrial site. This project is located in
187 the IR zoning district.

188 **SEQR: Type I Action** - Further review is required.

189 **Anticipated Action:** Sketch Plan Review

190

191 **Summary of Discussion:**

- 192 • Scott Kobylarz, Site Lead – Adam Millspaugh, Cayuga Data Construction Manager and John
193 Marabella, Sr Construction Manager at Summerset were present to discuss this project and
194 gave a brief presentation. A copy of the presentation is available in the Public Documents
195 section of the Town website.
- 196 • Aimee Caffrey recused herself
- 197 • **Project Overview** - Redeveloping, Data Campus limited to lease area only, Phase 1 three
198 buildings at 150 MW (50 MW each), Phase 2 three hundred MW with 2 additional buildings,
199 Infrastructure, 17 acres to be landscaped, Uninterrupted back up power supply in the event of a
200 power outage-15minutes-not running continuously
- 201 • **Attributes** - IR zoning approved by ZBA, Solar separate from Data Campus, request of full
202 lease to verify no overlapping Solar vs. Data Campus,
- 203 • **Project Coordination and Review**— A completeness review will be sent by Planning staff
204 5/1/26

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- **Community Benefits** – No stack emissions, employment, construction with 150 long term employees, upgrade electrical at the cost of TeraWulf, upgrading broadband and other areas throughout Lansing,
- **Annual fund for Parks and Recreation** - Increased access to the lake, Partnerships with the schools & colleges – “Will Planning Board be part of the review”, “is it a Host Benefit Agreement or Pilot”, Cayuga Solar will have a Pilot for the parcel through ORES
- **Site Development Plan** – Phase 1 three buildings, Substation NW, Water Tanks NE, Set buildings as far away from residents as possible, Concrete plant-temporary, Water will not come out of Cayuga Lake it will come from Bolton Point-stored in tanks, Fuel storage on site-diesel for backup generators and equipment, Are there any battery storage systems related to the solar project “No”.
- **Design and Integration** – Mechanical enclosed and screened.
- **Noise and Environmental Controls** – Noise compliance, are deliveries off peak – “They will be during normal business hours”. What are retaining walls made of-there are 3 different conflicting landscaping designs. Renderings for landscaping-use UPS’
- **Wetlands** – Area of 9.8 and 7.3 will be disturbed-This is determined by DEC and Army Core of Engineers, The Wetlands “might” be determined for the solar project before wetland mapping is complete for TeraWulf, DEC typically determines after SEQR, “Possibility of parcels still getting subdivided, need for updated map
- **Ecological and Cultural Resources** – TeraWulf expects no impacts
- **Data Center Water Used** – Limited and controlled, Sealed-no discharge to the lake
- **Site Water Supply, Infrastructure** – Regular water usage will be from Bolton Point. 3,000 gallons per day will be taken directly from Cayuga Lake for dust control-pressure washer. Cayuga Operating Company takes water from the lake, for the old site & landfill
- **Traffic and Access** – Via Cayuga Drive. Will there be designated roads for trucks, from Rt 34B-Ridge Road, ‘unknown at this time’, “no unauthorized traffic”. Would residents have to go through construction to get to their homes. Guard House managed 24/7 - will be a trailer and then a permanent structure. What will be the number of workers-number of trucks-times going through and where is the fill going, “will use the staging area near Stark Rd”. A lot of information is needed as well as concrete amount and use
- **Energy Use and Grid Integration** – Additional substation for Phase 2 but no more lines, Will the study be ready during the review of this Site Plan
- **Stormwater Management** – How far along is the SWPPP – “Still in design phase”
- **Commitment to the Community** – Ongoing Transparency, Next steps is to provide the Town with answers and provide requested information.
Questions can go to info@cayugadatacampus.com
- **Any decommissioning plan** – “Only of Coal stack right now. Solar will have a separate decommissioning plan. No decommissioning plan for Data Center.
- Are there any bonds for battery storage to protect the Town. Height of buildings over 35 feet will need to be referred to the ZBA. What notification has to be given for excavating, rock blasting and how will it affect the neighborhood-for example-foundations, wells, etc. Much more detail is needed. Is \$900,000, 000 a realistic number for the project. Noise projection for neighbors and across the lake, Chillers- Roof vs. Ground, Space 80% lot coverage-project close
- How do we move forward-Do we have a complete application - “No”-A complete application is required to move forward
- Public Hearings will be held as part of the Site Plan Review, once a complete application is submitted.
- Planning Board to provide comments by Friday, May 1, 2026

256 **Other Business:**

- 257 • Joe gave the Town Board Liaison report.
- 258 • Fees for Planning and Building Permits, Affordable Housing
- 259 • Project costs, Pilot, Host Community Agreement, Developers Agreement, Tax Relief, Large
- 260 Group Meeting Location, Survey

261
262 **Adjourn Meeting**

263 Meeting adjourned at the call of the Planning Board Chair at 9:02pm.
264 Minutes Taken and Executed by Kelly Geiger

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266 **Access to public documents available online at:**

267 **Planning Board Email** tolcodes@lansingtwnny.gov
268 **Town Website** <https://www.lansingtwnny.gov>

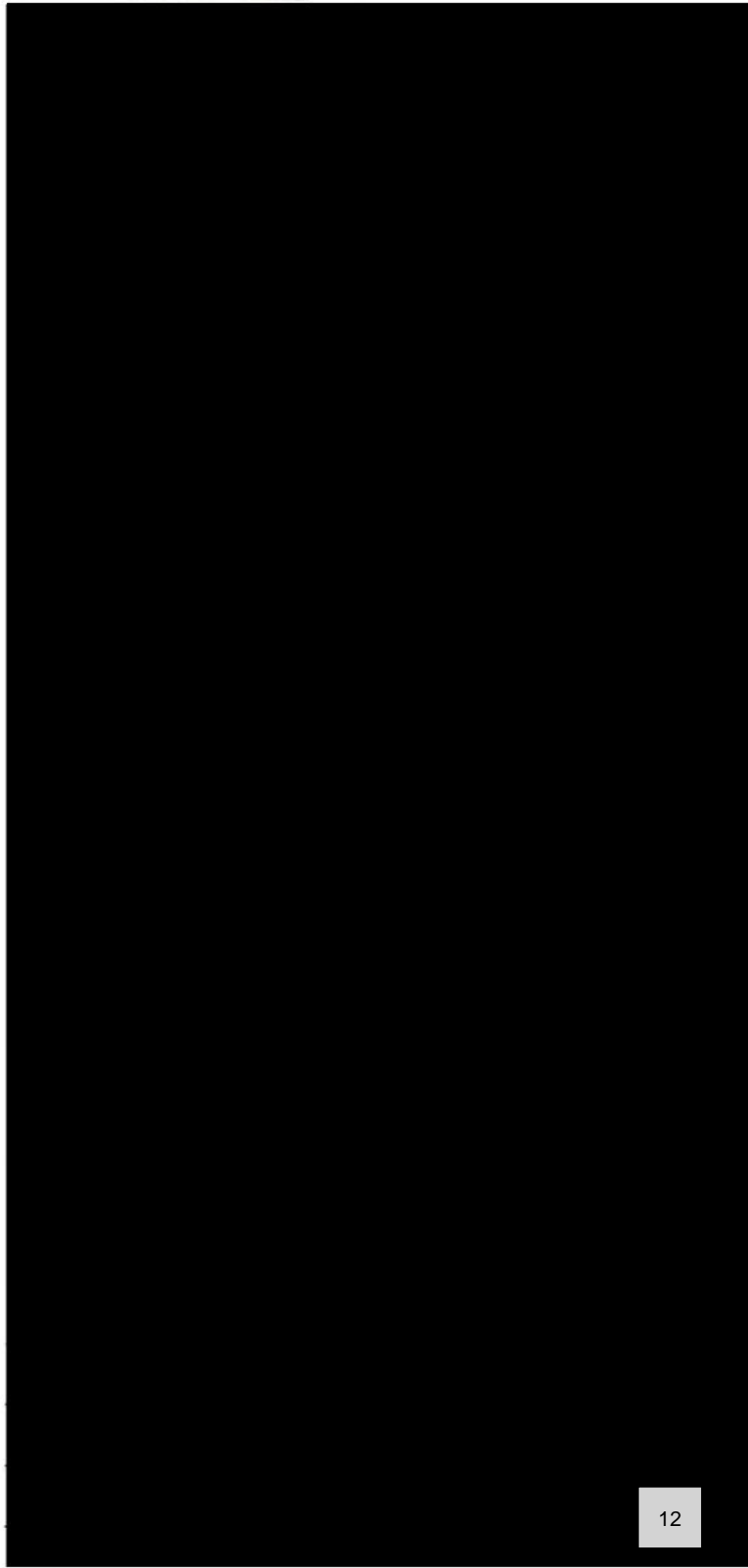
Planning Board Meeting April 27, 2026

ATTENDANCE SIGN IN SHEET

PRINT NAME

ADDRESS

Suzanne Klaessig
 Bicketago
 Franhaus Andev
 Mary Sullivan
 Brendan Kirk
 ANDRES ARROYO
 Toby Dragon
 Svetlana Dragon
 ADAM MILLSPALGH
 Erica Yon
 Ralph Wang
 Zach Becker
 Alex Thornton
 Sarah Kusler
 William King
 Alyssa Coleman
 FRANK TOWNER
 MARA ALPER
 Zoe Ziini
 Connor Ream
 Rete St. DM
 Chris Van Pelt
 Tod Sukontarak
 BRIAN CALWEN
 4/25 Ben Caveney



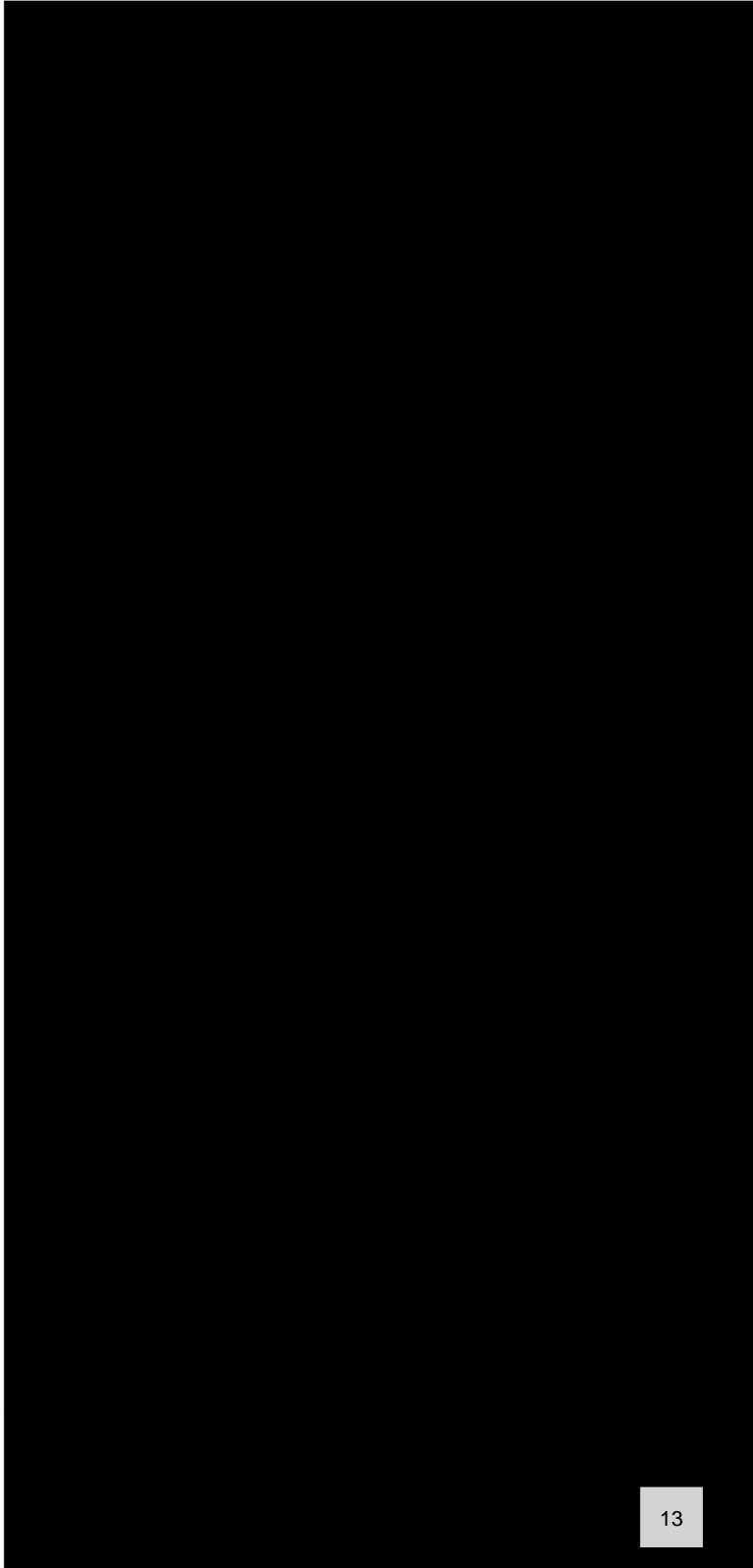
Planning Board Meeting April 27, 2026

ATTENDANCE SIGN IN SHEET

PRINT NAME

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Ashley Miller
 John V. Dennis
 Donald Harner
 HAROLD MILLS
 Kelly Deolittle
~~Jerry Harlow~~
 Margaux Chamnell
 Katherine Rogovs
 RO Savage
 Alison Pritz
 Tessa Sage Flores
 Jamie Wright
 Lauren Baker
 CORY BAKER
 Michelle Mentor
 Emma Bowers
 Louise Buck
 STRAIT DOLLING
 Sam DOLLING
 Maureen Stanhope
 Savannah Adams
 Mike ~~Truel~~
 Charlotte Griggs
 Marie McRae
 Hilary Lambert



10/25

Planning Board Meeting

April 27, 2026

ATTENDANCE SIGN IN SHEET

PRINT NAME

ADDRESS

Jacob Chernikoff

Lisa Lincoln

Uma Jia

Cory Bryant

Emma Edmunds

LARS McCann

Andrew Pat+

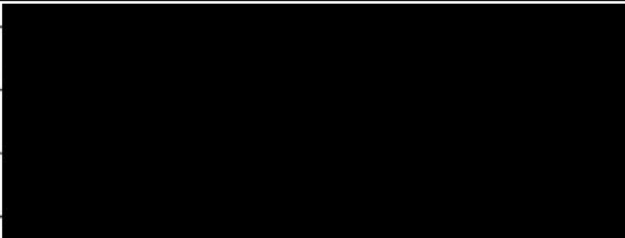
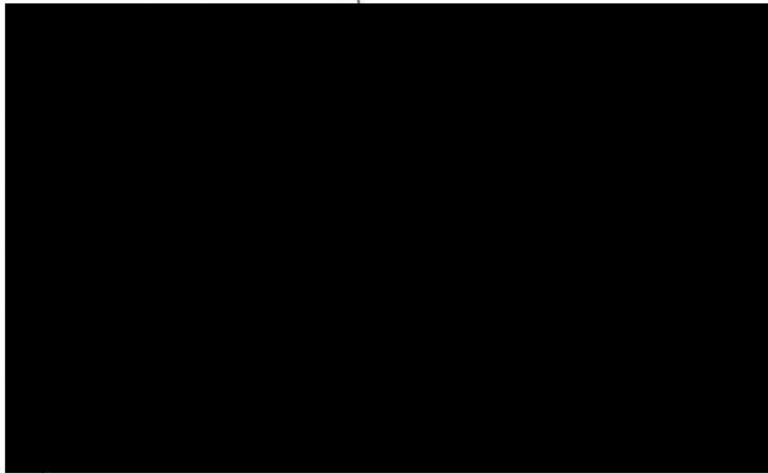
Kelsey Scott

Joe Lonsky (NO DATA CENTER)

Cally Arthur

Mary Darcey-Martin

Mark Zuss



NO DATA CENTER!

Planning Board Meeting April 27, 2026

ATTENDANCE SIGN IN SHEET

PRINT NAME

ADDRESS

Carol Chernikoff

Deryck Dawing
Allison DeSario

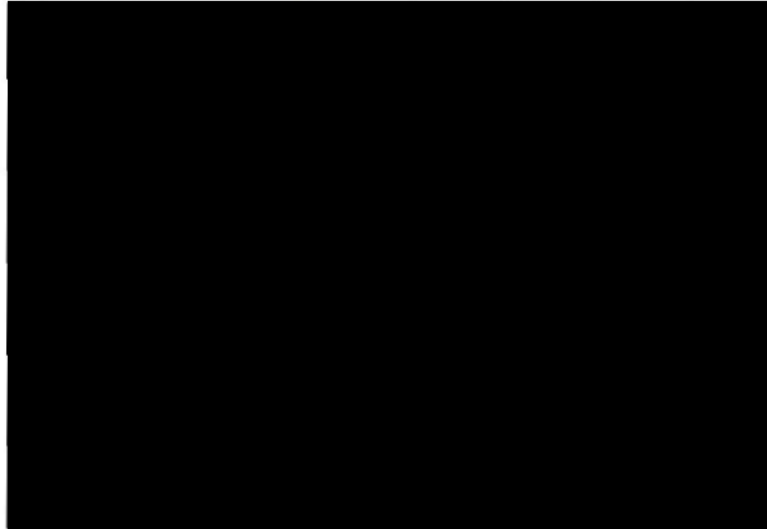
ERIC PRITZ

Ishah Beek

MILO STESTAKOFF ky

Sarah McNaull

DOUG FINCK



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10/68

Dear Planning Board,

To clarify our intent, I wanted to provide an overall description and history leading to the “Volleyball space use” for 8 Verizon Lane.

The project was conceived when the space became available last summer (around June). My company, St. John Design Group, rented the space as an overflow workspace for our existing projects. We planned on using the space for storage, paint, and assembly for some of our larger builds/client needs.

However, as our son and daughter started talking about the upcoming volleyball season, it became clear that one of the main limitations to developing youth volleyball in the area was available indoor practice space. Additionally, we found that 8 Verizon Lane was EXACTLY big enough to support one, full size volleyball court.

Over the course of about 6 months, we began adding equipment to space including a professional volleyball floor, training equipment, and a new adjustable professional net system. Also, we added floor to ceiling nets, new lights, security system, biometric front door lock, and an enclosure for the boiler system to protect it from errant volleyballs.

Volleyball (girls and boys) is the fastest growing youth sport in the country with girls’ volleyball seeing a 40% increase over the last 10 years and boys’ participation up 51% in a much shorter time. Lansing has a strong history of volleyball success with several state level championship teams bringing home trophies in the last 10 years. Due to this our goal of the space is to provide a training facility for local volleyball coaches to use as an extension of their existing programs. Additionally, we wanted to create the area’s first boys’ volleyball team. The space is limited to reservation by coaches only – it will not be a “public gym” as instruction, rather than, exercise, is our focus.

Through this process, we’ve had a ton of support from local coaches (both high school and college), area organizers (USAV Excelsior Volleyball) and a huge outpouring of interest from local parents. The boys’ team, The Cascade, signed up 10 players and we have a group of 5 local college players, several club and varsity coaches, and a few parents offered to help coach.

As “club season” is coming to an end (Dec-April), we are currently planning to offer classes, directed by our coaching staff, to all local volleyball parents and anyone else that might be interested. We’ve been talking to Lansing Rec about the possibility of running summer programming for early youth development, potentially starting a “feeder program” for area volleyball. Also, we’re beginning to look to expand offers for more club teams (boys, U12, etc). for next season.

To round out our space usage, further offers might include Pickleball during school/ non-volleyball hours. Also, we are looking at rentals for the local adult volleyball leagues on weekends. Both options will limit spectators and be coach driven as with all other offerings.

I have attached the parking plan submitted to the Codes Department along with this updated description of use. In order to obtain the Operating Permit, I worked directly with the Codes Department to address their questions, and they have reviewed and approved all safety and parking considerations.

As a point of comparison, the Town Barn baseball and soccer fields, also zoned within the IR District, are used for outdoor recreation and typically generate a high volume of vehicles, parents, and participants. In contrast, our operation will be private, structured, and limited in number, all within an indoor setting.

I'm happy to answer any other questions you may have.

Thanks,

A handwritten signature in dark ink, appearing to read "Peter St. John". The signature is fluid and cursive, with a prominent initial "P" and a long, sweeping underline.

Peter St. John



TOWN of LANSING

"Home of Industry, Agriculture, and Scenic Beauty"

PLANNING AND CODE ENFORCEMENT

Box 186

Lansing, NY 14882

Phone: 607-533-7054

E-mail: tolcodes@lansingtown.com

Operating Permit

THIS PERMIT HAS BEEN ISSUED TO:

APPLICANT: **John Duthie**

LANDOWNER: **United Storage TBR, LLC**

TAX MAP#: **30.-1-16.32**

LOCATION OF PROPERTY: **8-18 Verizon Ln**

DATE OF OPERATION: **March 23, 2026**

SPECIAL CONDITIONS: Special Use Permit for indoor recreation occupancy

Occupancy: **B**

Construction: **IIB**

Hazard: **N/A**

We need to be notified 24 – 48 hours ahead of time to make the inspections as outlined above. Please call Heather Monday through Thursday 8:30AM to 12:30PM and 8:30AM to 11:45AM Friday at 607-533-7054. Inspection appointments are available Monday through Thursday 8:30AM-11:30AM and 1:30PM–3PM. No inspections are completed on Friday, Saturday, or Sunday.

BY:

Scott Russell

Permit #: **OP-26-1**

ISSUED: **March 19, 2026**

EXPIRATION DATE: **March 19, 2027**

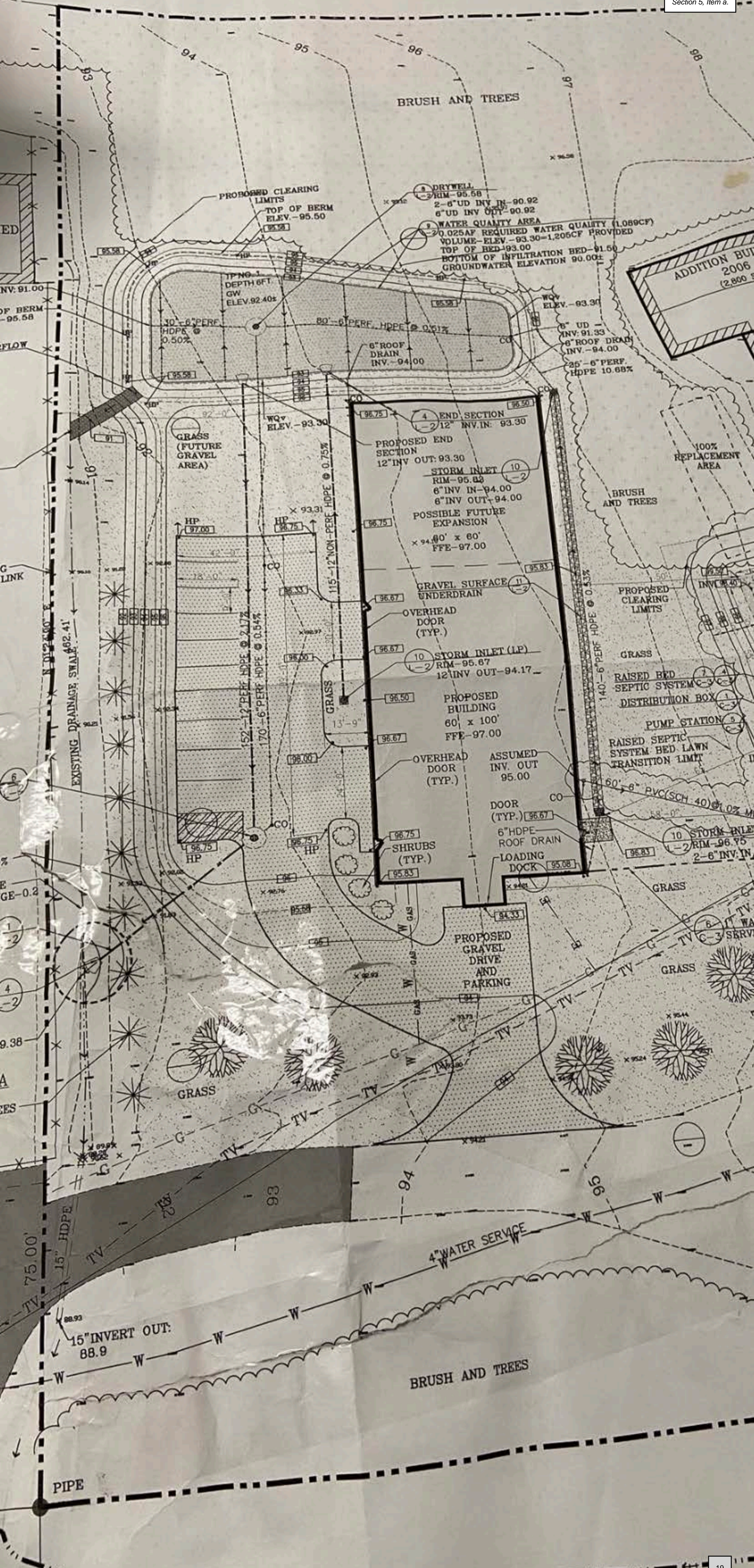
"This property may border a farm, as defined in Town of Lansing Local Law No. 2 of the year 1997, a Local Law known as The Right to Farm Law. Residents should be aware that farmers have the right to undertake good or acceptable farm practices which may generate dust, odor, smoke, noise and vibration."

It's the Law

Call UFPO 2 working days

Before You Dig

1-800-962-7962



RESOLUTION CLASSIFYING ACTION UNDER SEQRA AND CONDITIONALLY APPROVING SPECIAL USE PERMIT FOR INDOOR VOLLEYBALL COURT AT 8 VERIZON LANE

RESOLUTION 26-

RESOLUTION CLASSIFYING ACTION UNDER SEQRA AND CONDITIONALLY APPROVING SPECIAL USE PERMIT FOR INDOOR VOLLEYBALL COURT AT 8 VERIZON LANE

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

WHEREAS, an Application was submitted for a Special Use Permit by applicant-owner Bill Duthie, in collaboration with St. John Design Group, to operate a volleyball court as an indoor recreation facility at 8 Verizon Lane, being one building located at 8-20 Verizon Lane (Tax Parcel Numbers 30.-1-16.32 and 30.-1-16.31, in the IR Zone); and

WHEREAS, this is a proposed action reviewed under Town of Lansing Code § 270-36 governing Special Use Permits, for which the completed application was received March 17, 2026, and this action is hereby classified as a Type II Action under SEQRA per § 617.5(c) of the SEQRA Regulations such that no further environmental review is required; and

WHEREAS, this action is exempt from the General Municipal Law County Planning referral requirements of General Municipal Law § 239-1, *et seq.*, including as based upon an Intergovernmental Agreement implementing said § 239 dated November 24, 2003; and

WHEREAS, on April 26, 2026, and in accordance with Town Code § 270-36B, the Planning Board reviewed a permit application from applicant-landowner March 17, 2026, a narrative statement describing the use by St. John Design Group, and other application materials and, in consideration thereof, the Planning Board recommended that the Town Board authorize and approve the proposed Special Use Permit with the condition that all indoor recreation facilities not exceed current parking capacity; and

WHEREAS, the Town Board duly held a Public Hearing on June 17, 2026, upon the Special Use Permit application whereat all evidence and comments were considered, along and together with the requirements of the Town’s Code, existing development in the surrounding area, the public facilities and services available, the Town’s Comprehensive Plan and land use regulations, and the site characteristics and any related use and development issues; and

WHEREAS, after a duly advertised public hearing, the Town Board hereby makes the following findings for the aforementioned Special Use Permit under Town Code § 270-36(A): (1) the proposed land use or activity is to be located, constructed, and operated so that the public health, safety and general welfare will be protected; and (2) the existence of the proposed land use or activity will not cause substantial injury to the value of other property in the surrounding neighborhood; (3) that adequate landscaping and screening is to be provided; and (4) that adequate off-street parking and loading is provided, and ingress and egress are so designed as to cause minimum interference with traffic on abutting roads; and (5) the proposed land use or activity will not result in excessive erosion and will not increase the volume or velocity of surface water runoff

onto abutting properties; and (6) that any proposed water and/or sewage disposal system is determined by appropriate jurisdictional authority to be adequate; and (7) that vibration, glare, odor, heat or noise anticipated from the proposed use can be mitigated; and

WHEREAS, upon due consideration of the foregoing, and deliberation thereupon by the Town Board, the Town Board of the Town of Lansing has hereby

RESOLVED, that final approval of the application for a Special Use Permit at 8 Verizon Lane be and is hereby **CONDITIONALLY APPROVED**, subject to the following conditions:

1. Indoor recreation facilities permitted only at 8 Verizon Lane. Any indoor recreation facilities developed in other areas of the business park must go through a separate Special Use Permit process.
2. The main parking lot must be upgraded to meet the standards included in Town Code § 270-40.8 Parking, with at least 6 spaces available for indoor recreation facilities. All spaces in the main lot must have painted lines as shown on the provided site plan. The overflow lot must maintain sufficient gravel or asphalt paving to serve 11 vehicles.
3. The indoor recreation use must not exceed the current parking capacity of 6 spaces in the main parking lot, and 11 spaces at the overflow lot along the Verizon Lane Extension.
4. The existing noncompliant handicap parking space must be replaced with a handicap parking space that meets all requirements of the 2010 ADA Design Standards, New York State Department of Transportation Standards, and the Town of Lansing Town Code.
5. Additional signage must be provided to prevent individuals visiting the indoor recreational facility from blocking overhead doors serving industrial uses at 8 Verizon Lane, or from interfering with industrial vehicles on the site.
6. The applicant shall obtain and maintain all permits, approvals, and authorizations required by the Town of Lansing, the Tompkins County Health Department, New York State agencies, and any other agency having jurisdiction. Compliance with all applicable federal, state, county, and local laws, regulations, codes, and permit conditions shall be required. Nothing in this Special Use Permit shall relieve the applicant of the obligation to comply with all requirements imposed through any subsequent land use reviews, including but not limited to subdivision or site plan reviews, or reviews and requirements by or from any other authority having jurisdiction.

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 Laurie Hemmings –
Councilperson Christine Montague –	Councilperson Joseph Wetmore –
Supervisor Ruth Groff –	

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on June 17, 2026.

TOWN OF LANSING

DEPARTMENT OF PUBLIC WORKS REPORT

June 2026

NEW DEPARTMENT OF PUBLIC WORKS BUILDING:

- Construction of the new Department of Public Works building continues to move forward.
- By working with the NYS DEC and Momentum Environmental, we were able to remedy the contaminated soil and water from the historic spill. The water was hauled away, which allowed crews to start the process of backfill and compaction of material. On a positive note, we were able to utilize the Salmon Creek gravel that was dredged by the DPW as the first course of backfill. This helped save money. Also, there were no underground diesel fuel or gasoline tanks found.

ROAD WORK AND MAINTENANCE:

- Crew members installed new shoulders on the newly paved sections of Buck Road and Wilson Road.
- 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.

104 AUBURN ROAD:

- The new septic system replacement has been completed. The power for the septic system is now controlled within the 1940's highway barn.

LOCKERBY HILL ROAD PROJECT:

- Crew members continue to make improvements to the drainage infrastructure on Lockerby Hill Road following the March 31st flooding. This work is being completed in coordination with the Tompkins County Soil and Water Conservation District and T.G. Miller.

FLEET:

- Town equipment is routinely serviced and maintained to ensure continued reliable operation.
- DPW received two new pickup trucks and are waiting for the third. Once they are in, two trucks will be auctioned off.

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.

INTERMUNICIPAL

- The Town of Lansing DPW assisted the Village of Lansing by supplying trucks to haul away asphalt millings from a Village Road Project.

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, Mike Moseley, and Secretary, Emmy Stehnach, attended the Annual PERMA Conference: *PERMA (Public Employer Risk Management Association) is a not-for-profit, member-owned association that provides workers' compensation coverage and risk management services to over 800 public entities across New York State. The Annual PERMA Conference is a two-day educational event designed for members to discuss workers' compensation, workplace safety, and organizational wellness. The Town has been with PERMA for 31 years.*
- Deputy Highway Superintendent Jamar Redmond and Highway Superintendent/Director of Public Works Mike Moseley attended the 79th Annual School for Highway Superintendents: *The Role of the Superintendent and the Governing Board in Managing the Highway Department, Working Together, The Blueprint for Better Roads” How to Deliver Chip Seal Success, Road Stream Crossing Assessments and Programs, Legal Panel, Working Together Roundtables, The 5 Factors for Chip Seal Success, Bulk Storage, Going on a Low Sodium Diet – Snow & Ice, Social Media for Local Public Agencies: Roles, Policies and Best Practices, Staying Safe in the Right-of-Way, What do you need to know about Asphalt, So, You Want a New Highway Garage, How to Comply with Wetlands Specs, Before the Crash: Winning Highway Claims Before They Are Filed, Obtaining and Retaining Your Crew, Asphalt Paving Panel, Equipment Inspection – Include Proper Rigging for Moving Equipment*
- Deputy Highway Superintendent Jamar Redmond and Highway Superintendent/Director of Public Works Mike Moseley attended Tompkins County Highway Association: *The mission of the Highway Department is to provide highway and bridge construction, maintenance, and emergency services safely, effectively, and efficiently for our local and traveling public customers, while promoting self-esteem and growth as individuals.*
- 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.



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
June 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
5. The Library has an Empire Pass and a pass 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. Book donations are currently paused.
9. Story times for the month, Thursdays at 10:30 am: "Ice Cream StoryTime" on 6/4, "Beach Day" on 6/11.
10. The Book Club for Adults will be on 6/16 at 7 pm. The book this month is "Fuzz: When Nature Breaks the Law" by Mary Roach.
11. Prom Closet is open! Donations can be dropped off during business hours.
12. There will be a toiletry drive from 6/1-6/30. New, unused items can be dropped off.
13. Summer Reading kick off will be on June 20th at 10:30 am, with Hilby the German Juggling Boy. Please see the website for all the events happening this summer! The art contest participants will be the featured art in the Library this month.
14. The Library will be closed on Juneteenth.

Lansing Youth Services Town Board Report June 2026

Townie Tours

Mondays, 5/4 - 6/15 Enrollment: 10, Males: 10, Females: 0 Average Daily Attendance: 9.
Program Days: 3 Life Skills: Wise use of Resources, Concern for Others

“Townie Tours” is a new, field trip-based program, students travel each week to local destinations to learn about the great resources that are available in Tompkins County. The Cornell University Lab of Ornithology and Cayuga Shores Preserve both provided opportunities to teach youth the etiquette of sharing space with others in public. During the trip to Lansing Pizzeria, to learn how a local business operates and what factors they need to be aware of, students asked questions, learned how the clientele changes between summer and winter, and how to manage ingredients.

Outdoor Adventure

Tuesdays, 5/5 - 6/16 Enrollment: 13, Males: 13, Females: 0 Average Daily Attendance: 11
Program days: 2 Life Skills: Personal Safety, Problem Solving

This round of Outdoor Adventure has been based around fire making and cooking skills. As a few participants have been in this program before, they have taken the reins on making each fire and safely moving coals and a griddle for cooking. Knife safety has also been covered as they carved templates for apple pie cups. A few of the first cups came out a little off, so as they handed off their template to the next person, they would give advice like “don’t add too much oil or make sure it is evenly spread out so it cooks evenly. One student’s apple pie cup kept falling off, so a “veteran” worked with him on a solution- cooking it like a pizza on the griddle.

Nature’s Art: Fun with Flora and Fauna

Wednesdays, 5/6 - 6/17 Enrollment: 6, Males: 4, Females: 2 Average Daily Attendance: 6
Program days: 4 Life Skills: Learning to Learn, Social Skills

Nature’s Art is back, using Nick Neddo’s book as a guideline. Using only natural elements, students have learned how to make artist quality charcoal in a fire, how to turn them into a charcoal pen with pithy or split wood, make their own paint using ground stone, or flowers and mixing with egg yolk. They also learned how to make a variety of paintbrushes using grape vine, pine needles, flowers, and carved sticks. Because the options for art are so vast in the forest, students work together to talk about what works well and what is trickier.

Digital Photography

Thursdays, 5/7 - 6/18 Enrollment: 8, Males: 4, Females: 4 Average Daily Attendance: 7
Program days: 3 Life Skills: Marketable skills, Sharing

Digital Photography opens the world of photography and nature observation to participants. While half of the students are using their own camera, the other half are using Lansing Youth Services and Rural Youth Services cameras. Each week a new student gets to try the DSLR or share it for the day. Participants are given weekly challenges to photograph; objects, colors, themes, telling a story with a Lego figure, or things in nature. These marketable skills could pave the way for a career, such as a past participant who is now studying journalism and editor of his college’s newspaper. Shadow photography is the next challenge!

Lunch Times

Several days per week are spent in the lunchroom interacting with as many tables of students as possible. Sometimes recruiting for upcoming, ongoing, or summer programs, or checking in with students about programs for that day or reminding them of important information for upcoming programs. Time is also spent networking, playing 4 square, basketball, soccer and inside, games like the counting game, mafia, and lots of brainteasers/ and riddles. Becoming a familiar face to those students who have not done Lansing Youth Service programs, often resulting in new attendees!

Lansing Youth Employment

The youth employee with Lansing Youth Services has been showing big strides in maturity and understanding of the position. He has moved away from being competitive with participants and now engages students, encouraging other students to participate in whatever game is being played. Very cool to witness! The Lansing Public Library Employees are finishing the year strong and looking forward to summer. Many students would like full time work, with several pursuing outside employment opportunities like Scoops, Wegmans, and The Sciencenter.

Fishing Derby

This Year’s Lansing Youth Services Fishing Derby is taking place on 6/20/26 from 7:30 to 11:00am. All are welcome to join us! Please spread the word!

Lansing 250 Celebration

Lansing Youth Services will also be running games at the Lansing 250 celebration the week before on 6/13, come check out the fun!

Lansing Summer Skies

- | | |
|-------------------|-------------------------|
| Lake Life | Games in the Grass |
| Sunshine Crafts | Sky’s The Limit |
| Iron Chef | Cardboard Boat Building |
| Grow Your Own Way | DIY Summer Edition |

AGREEMENT

AGREEMENT, made by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York, having offices at 125 East Court Street, Ithaca, New York 14850, hereinafter referred to as the "COUNTY", and **Town of Lansing** having offices at 29 Auburn Road, Lansing, NY 14882, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY wishes to retain the CONTRACTOR to provide planning to address design and liability considerations for the Greenway Footpaths project in the Town of Lansing to the Department of Ithaca-Tompkins County Transportation Council (ITCTC).

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the COUNTY and the CONTRACTOR (the "PARTIES") hereto agree as follows:

1. The CONTRACTOR shall work under the general direction of the Tompkins County Department of Ithaca-Tompkins County Transportation Council (ITCTC), with a mailing address of 121 E. Court St., Ithaca, New York 14850.
2. The Agreement Term shall be from **Wednesday, April 1, 2026 through Wednesday, March 31, 2027**.
3. The CONTRACTOR and the COUNTY agree to the Scope of Services and Associated Costs described below.
4. Scope of Services & Associated Costs:

Conduct a design and liability study for Lansing Greenway Footpaths. The project will identify design standards for the Lansing Greenway Footpaths project and also identify any liability implications of a minimally improved trail and means of addressing them.

5. The COUNTY agrees to pay the CONTRACTOR a total amount **not to exceed six-thousand dollars (\$6,000.00)**. Payment to the CONTRACTOR shall be made by the COUNTY upon receipt of an invoice from the CONTRACTOR and acceptance by the COUNTY that all terms and conditions of this Agreement have been met and that progress on work activities has been made as billed. The County will not prepay for services prior to services being provided.
6. The terms and provisions of this Agreement, and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The PARTIES consent to the exclusive jurisdiction of, and venue in, the State Courts within Tompkins County, New York or the United States District Court for the Northern District of New York if Federal jurisdiction is sought. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the PARTIES hereto.
7. This Agreement constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the PARTIES with respect to the subject matter hereof. Attachments, appendix, exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such attachments, appendix, exhibits, schedules, and annexes and the provisions of this Agreement, the provisions of the COUNTY's terms and conditions shall prevail.
8. If any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained

herein. The PARTIES shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

9. The PARTIES agree that the terms contractor, consultant, vendor, agency, or recipient may be used interchangeably throughout an Agreement.

10. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses set forth above.

11. The COUNTY reserves the right to terminate this Agreement for any reason giving thirty (30) days written notice.

12. This Agreement may not be amended, modified, or reassigned except in writing by mutual agreement of the PARTIES hereto nor may any obligations be waived orally.

13. The CONTRACTOR shall not assign any part of this Agreement to a subcontractor or other party without the express written consent of the County. All terms and conditions of this Agreement shall apply to any subcontractor.

14. The COUNTY agrees to pay the CONTRACTOR for services based upon the determination by COUNTY of the satisfactory completion of services and products, unless otherwise specified in the body of the Agreement. CONTRACTOR will submit detailed invoices based on the billing format as specified in the body of the Agreement. Since the COUNTY is tax exempt, no sales taxes will be applied to the cost of services associated with this Agreement nor shall the COUNTY be charged interest penalty fees.

15. The COUNTY reserves the right to perform work related to the Agreement with the COUNTY's own forces, and to award separate agreements in connection with other portions of the scope of work under conditions of this Agreement identical or substantially similar to these, including those portions related to insurance and waiver of subrogation.

16. The COUNTY shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God, government actions, war, civil disturbance, terrorism, insurrection, sabotage, labor shortages or disputes, or CONTRACTOR's fault or negligence.

17. The CONTRACTOR shall maintain the confidentiality of all client-identifying and protected information including, but not limited to, organizational details, finances, clients/patients, business opportunities, business records, specifications or plans owned by the COUNTY. Both PARTIES agree to notify the other immediately in the event either learns of any unauthorized access, possession, distribution, or use of any sensitive information relating to a client has occurred.

18. It is mutually agreed between the PARTIES that the CONTRACTOR is an independent contractor and that no employee-employer, partnership, agent, representative relationship exists between the CONTRACTOR and the COUNTY under the terms of this Agreement, nor to enter into or assume, or attempt to enter into or assume any obligation on behalf of the other.

19. Except as may otherwise be specified in the body of the Agreement, the CONTRACTOR agrees to provide its employees with such tools, materials, and equipment required to perform the services prescribed by this Agreement.

20. During the performance of this Agreement, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of age, ethnicity, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, status as an ex-offender, arrest record, conviction record, and domestic violence victim status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. The areas in which discrimination on the aforementioned grounds is prohibited include, but are not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

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

22. The CONTRACTOR certifies to the COUNTY that the programs and services to be provided and described herein are accessible to the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.

23. The PARTIES agree that as a condition of receipt of Federal funds, if any, that audits be performed of the CONTRACTOR's records by auditors in compliance with the Federal Single Audit Act of 1984.

24. All required Federal, State, and Local licenses shall be obtained by the CONTRACTOR prior to commencement of this Agreement and shall be maintained by the CONTRACTOR for the duration of this Agreement. The CONTRACTOR agrees to comply with all Federal, State, and Local laws and regulations governing the provision of goods and services under this Agreement. To the extent that Federal funds are provided to the CONTRACTOR under this Agreement, the CONTRACTOR agrees that it will comply with all applicable Federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

25. CONTRACTOR agrees to observe and satisfy the requirements of the COUNTY's Compliance Plan regarding Federal and State fraud and abuse laws. The Compliance Plan can be viewed at [www.tompkinscountyny.gov/All-Departments/County-Compliance Program](http://www.tompkinscountyny.gov/All-Departments/County-Compliance-Program), or a copy can be obtained by contacting Tompkins County Department of Administration. Contractors who provide healthcare services certify that neither the CONTRACTOR, nor its employees, directors, officers, and subcontractors are "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the CONTRACTOR provides healthcare services, the CONTRACTOR agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractors is on or has been added to the exclusion list.

The CONTRACTOR shall promptly notify the COUNTY if any employee, director, officer or subcontractors is on or has been added to the exclusion list. The COUNTY reserves the right to immediately cancel this Agreement, at no penalty to the COUNTY, if any employee, director, officer or subcontractors is on or has been added to the exclusion list.

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

26. The COUNTY must consider the wage levels and benefits, particularly health care, provided to their employees by would-be contractors when awarding bids or negotiating agreements/ contracts, and encourages the payment of livable wages whenever practical and reasonable. If the CONTRACTOR certifies on the Living Wage Attestation (Attachment B) that its employees who directly provide services under this Agreement are NOT paid a living wage, the department contract representative may have a conversation with CONTRACTOR to understand a) the cost implications of achieving the living wage threshold, b) whether there are structural barriers impacting the ability to pay the living wage, c) the CONTRACTOR's plans to improve wages over time, and d) whether generous fringe benefits or other considerations should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold by increasing the contract value.

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory but highly encouraged. The attainment of a broadly applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

Current Living Wage: The Living Wage in Tompkins County was computed by the Ithaca and Buffalo Co Cornell's School of Industrial and Labor Relations. Living wage is currently \$24.82/hour for a single person without children. While the calculation is for a single person without children, there is an alternate online calculator from MIT that does provide local living wage figures for different family configurations in Tompkins County at <https://livingwage.mit.edu/counties/36109>. The rate will be re-evaluated again in 2027.

27. The New York State Labor Law at Article 9, Sections 230-239-A of said statute requires that contractors and subcontractors pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract and follow other requirements. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. Every contractor and subcontractor must keep and provide certified original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. These must be made available to the COUNTY at its request. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

28. The signees on behalf of each of the PARTIES warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein and further acknowledge that the other party is entitled to rely upon this representation of authority.

Tompkins County Hold Harmless and Insurance Requirements

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

A.) Workers' Compensation and New York Disability

Workers' Compensation

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

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

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

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

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

Disability Benefits Requirements

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

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

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

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

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Expense	\$5,000

- Contractor/Subcontractor shall maintain coverage for itself and all additional insureds for the duration of the Agreement.

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

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

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

D.) Waiver of Subrogation

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

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

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

COUNTY OF TOMPKINS

CONTRACTOR

SIGNATURE

Jessi Schmeiske

FULL NAME

DATE SIGNED

Risk & Compliance Administrator

TITLE

SIGNATURE

Ruth Groff

FULL NAME

DATE SIGNED

Town Supervisor

TITLE

Exhibits List

C - Livable Wage Form_Attachment C_2025

Exhibit C

Livable Wage Form_Attachment C_2025

ATTACHMENT C - Tompkins County Livable Wage Policy and Attestation

Livable Wage Policy: By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service **is not mandatory but highly encouraged**. The attainment of a broadly applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

Current Living Wage: The Living Wage in Tompkins County was computed by the Ithaca and Buffalo Co-Labs of Cornell’s School of Industrial and Labor Relations. Living wage is currently \$24.82/hour for a single person without children. While the calculation is for a single person without children, there is an alternate online calculator from MIT that does provide local living wage figures for different family configurations in Tompkins County at <https://livingwage.mit.edu/counties/36109>. The rate will be re-evaluated again in 2027.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the living wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees include:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

Contractor’s Living Wage Attestation

1. What is the approximate number of Covered Employees involved in the provision of the contracted service? _____

2. Will all Covered Employees involved in the provision of the contracted service be paid at least the living wage?

YES or NO

3. If the answer is "No", approximately how many Covered Employees will NOT be paid at the living wage?

Full Time _____ Part Time _____

Print Contractor Name: _____

If you answered “Yes” to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract. If you answered “No,” your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

AGREEMENT

AGREEMENT, made by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York, having offices at 125 East Court Street, Ithaca, New York 14850, hereinafter referred to as the "COUNTY", and **Town of Lansing** having offices at 29 Auburn Road, Lansing, NY 14882, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY wishes to retain the CONTRACTOR to provide planning for signage and wayfinding for the Lansing Greenway to the Department of Ithaca-Tompkins County Transportation Council (ITCTC).

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the COUNTY and the CONTRACTOR (the "PARTIES") hereto agree as follows:

1. The CONTRACTOR shall work under the general direction of the Tompkins County Department of Ithaca-Tompkins County Transportation Council (ITCTC), with a mailing address of 121 E. Court St, Ithaca, New York 14850.
2. The Agreement Term shall be from **Wednesday, April 1, 2026 through Wednesday, March 31, 2027**.
3. The CONTRACTOR and the COUNTY agree to the Scope of Services and Associated Costs described below.
4. Scope of Services & Associated Costs:

Conduct a study wayfinding and signage study for the Lansing Greenway. The primary purpose of the study is to develop designs and costs estimates for wayfinding and signage for the Lansing Greenway project.

5. The COUNTY agrees to pay the CONTRACTOR a total amount **not to exceed five-thousand dollars (\$5,000.00)**. Payment to the CONTRACTOR shall be made by the COUNTY upon receipt of an invoice from the CONTRACTOR and acceptance by the COUNTY that all terms and conditions of this Agreement have been met and that progress on work activities has been made as billed. The County will not prepay for services prior to services being provided.
6. The terms and provisions of this Agreement, and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The PARTIES consent to the exclusive jurisdiction of, and venue in, the State Courts within Tompkins County, New York or the United States District Court for the Northern District of New York if Federal jurisdiction is sought. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the PARTIES hereto.
7. This Agreement constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the PARTIES with respect to the subject matter hereof. Attachments, appendix, exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such attachments, appendix, exhibits, schedules, and annexes and the provisions of this Agreement, the provisions of the COUNTY's terms and conditions shall prevail.
8. If any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The PARTIES shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

9. The PARTIES agree that the terms contractor, consultant, vendor, agency, or recipient may be used interchangeably throughout an Agreement.

10. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses set forth above.

11. The COUNTY reserves the right to terminate this Agreement for any reason giving thirty (30) days written notice.

12. This Agreement may not be amended, modified, or reassigned except in writing by mutual agreement of the PARTIES hereto nor may any obligations be waived orally.

13. The CONTRACTOR shall not assign any part of this Agreement to a subcontractor or other party without the express written consent of the County. All terms and conditions of this Agreement shall apply to any subcontractor.

14. The COUNTY agrees to pay the CONTRACTOR for services based upon the determination by COUNTY of the satisfactory completion of services and products, unless otherwise specified in the body of the Agreement. CONTRACTOR will submit detailed invoices based on the billing format as specified in the body of the Agreement. Since the COUNTY is tax exempt, no sales taxes will be applied to the cost of services associated with this Agreement nor shall the COUNTY be charged interest penalty fees.

15. The COUNTY reserves the right to perform work related to the Agreement with the COUNTY's own forces, and to award separate agreements in connection with other portions of the scope of work under conditions of this Agreement identical or substantially similar to these, including those portions related to insurance and waiver of subrogation.

16. The COUNTY shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God, government actions, war, civil disturbance, terrorism, insurrection, sabotage, labor shortages or disputes, or CONTRACTOR's fault or negligence.

17. The CONTRACTOR shall maintain the confidentiality of all client-identifying and protected information including, but not limited to, organizational details, finances, clients/patients, business opportunities, business records, specifications or plans owned by the COUNTY. Both PARTIES agree to notify the other immediately in the event either learns of any unauthorized access, possession, distribution, or use of any sensitive information relating to a client has occurred.

18. It is mutually agreed between the PARTIES that the CONTRACTOR is an independent contractor and that no employee-employer, partnership, agent, representative relationship exists between the CONTRACTOR and the COUNTY under the terms of this Agreement, nor to enter into or assume, or attempt to enter into or assume any obligation on behalf of the other.

19. Except as may otherwise be specified in the body of the Agreement, the CONTRACTOR agrees to provide its employees with such tools, materials, and equipment required to perform the services prescribed by this Agreement.

20. During the performance of this Agreement, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of age, ethnicity, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, status as an ex-offender, arrest record, conviction record, and domestic violence victim status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. The areas in which discrimination on the aforementioned grounds is prohibited include, but are not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

21. The CONTRACTOR shall release, waive, indemnify, hold harmless, and defend the COUNTY and its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to, losses, costs, expenses, penalties, or other damages

or liability brought against the COUNTY and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the CONTRACTOR, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the COUNTY. The indemnification will survive the term of this Agreement whether it is terminated or expired. The CONTRACTOR shall maintain the minimum limits of insurance as outlined by this Agreement in Attachment A or as required by law, whichever is greater.

22. The CONTRACTOR certifies to the COUNTY that the programs and services to be provided and described herein are accessible to the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.

23. The PARTIES agree that as a condition of receipt of Federal funds, if any, that audits be performed of the CONTRACTOR's records by auditors in compliance with the Federal Single Audit Act of 1984.

24. All required Federal, State, and Local licenses shall be obtained by the CONTRACTOR prior to commencement of this Agreement and shall be maintained by the CONTRACTOR for the duration of this Agreement. The CONTRACTOR agrees to comply with all Federal, State, and Local laws and regulations governing the provision of goods and services under this Agreement. To the extent that Federal funds are provided to the CONTRACTOR under this Agreement, the CONTRACTOR agrees that it will comply with all applicable Federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

25. CONTRACTOR agrees to observe and satisfy the requirements of the COUNTY's Compliance Plan regarding Federal and State fraud and abuse laws. The Compliance Plan can be viewed at www.tompkinscountyny.gov/All-Departments/County-Compliance-Program, or a copy can be obtained by contacting Tompkins County Department of Administration. Contractors who provide healthcare services certify that neither the CONTRACTOR, nor its employees, directors, officers, and subcontractors are "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the CONTRACTOR provides healthcare services, the CONTRACTOR agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractors is on or has been added to the exclusion list.

The CONTRACTOR shall promptly notify the COUNTY if any employee, director, officer or subcontractors is on or has been added to the exclusion list. The COUNTY reserves the right to immediately cancel this Agreement, at no penalty to the COUNTY, if any employee, director, officer or subcontractors is on or has been added to the exclusion list.

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

26. The COUNTY must consider the wage levels and benefits, particularly health care, provided to their employees by would-be contractors when awarding bids or negotiating agreements/ contracts, and encourages the payment of livable wages whenever practical and reasonable. If the CONTRACTOR certifies on the Living Wage Attestation (Attachment B) that its employees who directly provide services under this Agreement are NOT paid a living wage, the department contract representative may have a conversation with CONTRACTOR to understand a) the cost implications of achieving the living wage threshold, b) whether there are structural barriers impacting the ability to pay the living wage, c) the CONTRACTOR's plans to improve wages over time, and d) whether generous fringe benefits or other considerations should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold by increasing the contract value.

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory but highly encouraged. The attainment of a broadly applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

Current Living Wage: The Living Wage in Tompkins County was computed by the Ithaca and Buffalo Co-Labs of Cornell's School of Industrial and Labor Relations. Living wage is currently \$24.82/hour for a single person without children. While the calculation is for a single person without children, there is an alternate online

calculator from MIT that does provide local living wage figures for different family configurations in Tompkins County at <https://livingwage.mit.edu/counties/36109>. The rate will be re-evaluated again in 2027.

27. The New York State Labor Law at Article 9, Sections 230-239-A of said statute requires that contractors and subcontractors pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract and follow other requirements. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. Every contractor and subcontractor must keep and provide certified original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. These must be made available to the COUNTY at its request. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

28. The signees on behalf of each of the PARTIES warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein and further acknowledge that the other party is entitled to rely upon this representation of authority.

Tompkins County Hold Harmless and Insurance Requirements

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

A.) Workers' Compensation and New York Disability

Workers' Compensation

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

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

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

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

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

Disability Benefits Requirements

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

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

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

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

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Expense	\$5,000

- Contractor/Subcontractor shall maintain coverage for itself and all additional insureds for the duration of the Agreement.

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

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

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

D.) Waiver of Subrogation

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

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

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

COUNTY OF TOMPKINS

CONTRACTOR

SIGNATURE

Jessi Schmeiske

FULL NAME

DATE SIGNED

Risk & Compliance Administrator

TITLE

SIGNATURE

Ruth Groff

FULL NAME

DATE SIGNED

Town Supervisor

TITLE

Exhibits List

B - Livable_Wage_Form_Attachment_B_2025

Exhibit B

Livable_Wage_Form_Attachment_B_2025

ATTACHMENT B - Tompkins County Livable Wage Policy and Attestation

Livable Wage Policy: By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service **is not mandatory but highly encouraged**. The attainment of a broadly applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

Current Living Wage: The Living Wage in Tompkins County was computed by the Ithaca and Buffalo Co-Labs of Cornell’s School of Industrial and Labor Relations. Living wage is currently \$24.82/hour for a single person without children. While the calculation is for a single person without children, there is an alternate online calculator from MIT that does provide local living wage figures for different family configurations in Tompkins County at <https://livingwage.mit.edu/counties/36109>. The rate will be re-evaluated again in 2027.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the living wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees include:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

Contractor’s Living Wage Attestation

1. What is the approximate number of Covered Employees involved in the provision of the contracted service? _____
2. Will all Covered Employees involved in the provision of the contracted service be paid at least the living wage?
YES or NO
3. If the answer is "No", approximately how many Covered Employees will NOT be paid at the living wage?
Full Time _____ Part Time _____

Print Contractor Name: _____

If you answered “Yes” to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract. If you answered “No,” your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

MOTION FOR TOWN OF LANSING TO ACCEPT GRANTS FROM ITHACA TOMPKINS COUNTY TRANSPORTATION COUNCIL (“ITCTC”) FOR TWO FEASIBILITY STUDIES

MOTION 26-

MOTION FOR TOWN OF LANSING TO ACCEPT GRANTS FROM ITHACA TOMPKINS COUNTY TRANSPORTATION COUNCIL (“ITCTC”) FOR TWO FEASIBILITY STUDIES

Motion to accept the grants from Ithaca Tompkins County Transportation Council (“ITCTC”) in the amount of \$6000 to provide planning to address design and liability considerations for the Greenway Footpaths project in the Town of Lansing and accept \$5000 to provide planning for signage and wayfinding for the Lansing Greenway. The Town Supervisor is hereby authorized to sign both contracts with Tompkins County for these grants.

RESOLUTION SCHEDULING PUBLIC HEARING FOR PROPOSED LOCAL LAW NO. _ OF 2026 – OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-C

RESOLUTION 26-

RESOLUTION SCHEDULING PUBLIC HEARING FOR PROPOSED LOCAL LAW NO. _ OF 2026 - OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-C

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

WHEREAS, the Town Board of the Town of Lansing is hereby authorized to adopt a budget for the fiscal year 2027; and

WHEREAS, said proposed Local Law proposes: (1) to override the limit on the amount of real property taxes that may be levied by the Town of Lansing, County of Tompkins pursuant to General Municipal Law § 3-C (2) pursuant to Town Law Article 12-C, governed by the Town Board for the fiscal year beginning January 1, 2027 and ending December 31, 2027 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-C; and

WHEREAS, this proposed Local Law if adopted pursuant to subdivision 5 of General Municipal Law § 3-C which expressly authorizes the Town Board to override the Tax Levy Limit by the adoption of a Local Law approved by a vote of at least sixty percent (60%) of the Town Board; and

WHEREAS, upon deliberation there upon, the Town Board of the Town of Lansing has hereby

RESOLVED, that a Public Hearing will be held on the 15th day of July, 2026, at 6:31 pm, to consider public input and comments upon such proposed Local Law, and to hear all persons, at 29 Auburn Road, Lansing, NY, interested in the subject thereof, and to take such action thereon as is required or permitted by law; and it is further

RESOLVED, that the Town Clerk of the Town of Lansing, Tompkins County, New York, is hereby authorized and directed to cause a Notice of Public Hearing to be published in the official newspaper of the Town of Lansing, and also to post a copy thereof on the Town signboard maintained by the Town Clerk, in accord with the law.

RESOLUTION DECLARING 2016 CHEVROLET SILVERADO 2500 PICKUP TRUCK, 2015 FORD F-250 CREW CAB PICKUP TRUCK, AND A 2013 FORD F-250 PICKUP TRUCK AS EXCESS PROPERTY AND AUTHORIZING DISPOSAL OR SALE

RESOLUTION 26-

RESOLUTION DECLARING 2016 CHEVROLET SILVERADO 2500 PICKUP TRUCK, 2015 FORD F-250 CREW CAB PICKUP TRUCK, AND A 2013 F-250 PICKUP TRUCK AS EXCESS PROPERTY AND AUTHORIZING DISPOSAL OR SALE

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

WHEREAS, the Town Department of Public Works/Highway Department has excess property of a 2016 Chevrolet Silverado 2500 Pickup Truck, 2015 Ford F250 Crew Cab and 2013 Ford F250 Pickup Truck that need to be replaced; and

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

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

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

- 1. 2016 Chevrolet Silverado 2500 Pickup Truck (VIN#1GC0KUEG8GZ241821)
- 2. 2015 Ford F250 Crew Cab Pickup Truck (VIN# 1FT7W2B64FEB14430)
- 3. 2013 Ford F250 Pickup Truck (VIN# 1FTBF2B64DEB02253)

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

1. Policy Statement. The purpose of the Town of Lansing's Procurement Policy is to ensure the prudent and economical use of public money, to facilitate the acquisition of facilities and commodities of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud, and corruption. This policy is intended to fully comply with all federal and state purchasing requirements and shall be construed in order to effect such compliance.

A. Whenever such procurement triggers public works requirements, mainly Labor Law Articles 8 and 9, compliance with public works and prevailing wage requirements shall be required unless a waiver is obtained, in writing, from the applicable New York State ("NYS") Department of Labor ("DOL") office.

B. Generally, the responsible bidder with the lowest bid, proposal, or quote shall be awarded the purchase works contract unless the request for proposal, request for bid, or similar document is: (I) not a public works contract; and (ii) such bid was properly designated as a "Best Value" procurement. If designated as a best value procurement, the bid and bid procedures for best value procurements shall be followed, including as required by NYS law and Town Code Chapter 46 (some of the requirements therein are summarized below for convenience).

C. If a bidder is not deemed responsible, the bid or quote is not in compliance with the specifications, or the award goes to other than the lowest bidder, facts supporting that judgment or determination shall be documented and filed with the record supporting the procurement award.

D. Whether stated or not in bid documents or any request for bids, quotes, proposals, and like instruments, the Town always reserves the right to reject any and all bids or re-issue and re-advertise the bid with or without changes.

E. All Town employees and officers shall fully document all quotes and bids received in accordance with the requirements of law and the General Municipal Law ("GML"), and in accordance with the minimum documentation and reporting requirements in this policy.

2. Documentation Required for Purchase Orders and Contract Awards:

A. Verbal quotations. A telephone log or other written record of verbal quotes shall be kept and dated to verify the invoice amount submitted upon delivery or by a selected vendor. At a minimum, such notation should provide the date, the item or service desired, the price quoted, and the name of the vendor's representative. For amounts under \$5,000 the following shall constitute adequate documentation and proper procedure:

1. The written log of the call for a quote and the printed or written receipt for the good or service purchased, duly showing that the pricing matches.
2. A URL print-out of an offered price shall suffice as a verbal quote if such provider of the goods or service is a recognized vendor of such goods or services and the provider's invoice or receipt confirms the price listed.
3. All vouchers should provide a description of the date of quote and delivery, the item or service acquired, the price paid, and the name of the vendor.
4. For procurements where more than one verbal quote is required, a telephone log or other contemporaneously kept record of all attempts to obtain quotes shall be kept, and reasonable efforts to obtain the required number of quotes shall be documented.
5. The invoice or receipt and a copy of the log or notes shall accompany all submitted vouchers or requests for payment.

B. Written quotations. Vendors should provide, at a minimum, a written document showing a description of the item or details of the service to be provided, the price quoted, the name of vendor's representative, and a signature or equivalent. Quotes transmitted by fax or email are acceptable. A copy of the written quotes should be submitted with the voucher, with the quote selected for payment being attached to the voucher.

C. Competitive Bidding Required. All purchases of supplies or equipment and all public works that exceed the numerical thresholds for public bidding set forth in "GML" § 103 (and which do not meet any of the listed exceptions for public bidding) shall be competitively bid in accordance with law. As of May 1, 2026, the mandatory public bidding thresholds are \$20,000 for purchase contracts and \$35,000 for public works contracts.

D. "Best Value" Local Law Option. The Town has adopted a best value local law option per the requirements of the NYS State Finance Law § 163, GML § 104, and other requirements of law, and the same is codified in the Town Code as Chapter 46. In accord with law, such best value process and procedures may be utilized in lieu of the procurement policies herein stated or required for mandatory public bidding for purchasing (but not for public works) under GML § 103. Best value procedures and standards shall follow the processes and procedures mandated for best value bidding in the town code and under NYS law. A list of approved sample criteria is summarized below for convenience, and such listing is not exhaustive of best value standards as may be used for any particular bid or procurement. A copy of the best value bid procurement notice and accepted bid, together with the rationale utilized to select the awarded best value bid, shall be submitted with each voucher.

E. State and County Bid Lists; OGS Piggybacking Bids and Lists. When authorized by law or any approval of the town board, a procurement of goods or services for supplies or public works may fulfilled be from county or NYS bid lists as permitted by the SFL and GML. This includes approved piggybacking procurements and bid lists of the NYS Office of General Services ("OGS"). The name of the bid list used, the bid number for the item selected (if available), and a brief description of each item shall be submitted with each voucher. When in doubt, your departmental supervisor, the Town Supervisor, or the town's legal counsel should be consulted because not all state bid lists, OGS piggybacking bids and procurements, and county bid lists allow participation by any or all municipalities. For example, certain county bid lists limit participation and use to only certain municipalities, often those only within the county that undertook such procurement.

F. Other Piggybacking Bid Lists. When authorized by the Town Board, and after verifying that such additional bid list or governmental purchasing alliance, cooperative purchasing organization, or like agency (a "GPA") meets the minimum procurement requirements and policies of NYS, such GPA's procurements and bid lists may be used for piggybacking by the town. When utilized, the name of the bid list, the bid number and vendor for the item selected, and a brief description of each item shall be submitted with each voucher. Again, when in doubt, your departmental supervisor, the Town Supervisor, or the town's legal counsel should be consulted because not all bidding processes, even in approved GPAs, meet minimum NYS requirements (e.g., a best value bid in Minnesota awarded due to one-hour service to Minneapolis would be irrelevant in the town). Generally, each GPA approved under this policy can only be utilized for procurements when the individual bid is properly reviewed and approved, and the current GPAs approved for use by the town include the following:

1. **Sourcewell** (a Minnesota GPA): Sourcewell can generally be used for goods procurements and purchasing. However, best value bids, combined goods and services bids, and public works bids will require additional review to assure that the individual bid terms and awardee qualifications meet minimum NYS procurement and public works requirements.

2. **OMNIA Partners** (a Tennessee GPA: OMNIA Partners can generally be used for goods and purchasing and can often be used for best value bids (depending on the utilized best value criteria and their weighting). Bids that combine goods and services, or those that are for a public works project, will usually require additional review to assure that the individual bid terms and awardee qualifications meet minimum NYS procurement and public works requirements.

G. In all cases a diligent and good-faith effort shall be made to obtain the required number of proposals or quotations, whether oral or written, and if the officer or employee in charge of the act of procurement is unable to obtain the required number of proposals or quotations each effort or attempt to obtain any quote or price shall be documented in writing.

3. **Procurement Tables.** For purchases and procurements below the competitive and public bidding requirements of the GML, the following tables describe the minimum work and documentation necessary for any act of procurement or purchasing. All employees are encouraged to do more than the minimum to meet the spirit of the GML and this policy pertaining to procurement rules.

Table for Purchase Contracts Below GML Limits	One or More Verbal Quotes:	Three or More Verbal Quotes:	Three or More Written Quotes:
Under \$5,000	X		
\$5,000 - \$10,000		X	
\$10,000.01 - \$19,999.99			X
\$20,000 or more	Public bidding or specific exception required		

Table for Public Works Below GML Limit	One or More Verbal Quotes:	Three or More Verbal Quotes:	Three or More Written Quotes:
Under \$5,000	X		
\$5,000 - \$10,000		X	
\$10,000.01 - \$34,999.99			X
\$35,000 or more	Public bidding or specific exception required		

All goods and purchase contract procurements of \$20,000 or more, and all public works projects and contracts of \$35,000 or more shall be publicly and competitively bid unless the same fall within a statutorily recognized exception to public bidding as set forth in NYS law. If in the future the procurement or public works limits set by New York State shall be amended, then this policy shall be deemed automatically and accordingly adjusted to such new requirements or numerical thresholds.

4. **Building Repair and Maintenance.** All public works projects, building and facility repair and maintenance projects, and all facilities maintenance and improvement projects exceeding \$5,000.00 require specific Town Board approval.

5. **Exceptions to Procurement Rules.** Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances, but in each case the approval of the Town Supervisor or Town Attorney should be sought to verify the scope of these or other allowed exceptions under the GML: (i) the acquisition of professional services; (ii) qualifying emergencies; (iii) sole-source suppliers; (iv) computer software and certain technology hard goods; (v) certain goods purchased from agencies for the blind or severely handicapped, from correctional facilities, from other governmental agencies, or from certain

6. Best Value Bidding Rules. The following summary of considerations and procedures shall apply to best value procurements and bids:

A. The following (non-exclusive) best value factors may be selected in relation to any qualified procurement or bid process (again, public works projects under Article 8 and 9 of the NYS Labor Law may almost never use best value bidding rules):

1. The bidders expressed understanding of critical milestones, project sequencing, and the completeness of a critical path method schedule, if such schedule is required.
2. The bidder's ability to complete project phases and close-out in a time of the essence manner.
3. The reputation of the bidder and its sub-contractors in Tompkins County, including the bidder's commitment to quality of services, quality of workmanship, and reputation for responsiveness, including based upon the Town's inspections of and interviews with key personnel in prior disclosed or non-disclosed representative projects.
4. Any history of being listed upon a debarment list or a prohibited persons list.
5. The length and depth of experience a bidder has with the specific type and complexity of the project undertaken or good or service to be procured.
6. Whether a bidder provides discounts, incentive-based cost reductions, and other recommendations relating to reducing project costs or improving project quality, including those pertaining to product selection or installation methodologies, the quality or durability of machinery or systems, and other factors that expand project and equipment lifespans.
7. The bidder's geographic location and proximity to the project, overall transportation and mobilization costs, and the speed at which bidder can mobilize forces and address emergencies, warranty repairs, and supplemental requests for services.
8. The bidder's flexibility to accommodate changes in project start dates, project phasing changes, strict completion timelines, and overall response times from request to mobilization and the delivery or completion of requested goods or services.
9. The length of any workmanship, guarantees, and warranties, including from manufacturers of materials and equipment sourced and chosen by bidder and direct-to-Town warranties provided by bidder.
10. Shipping costs and delivery charges.
11. A bidder's ability to be its own construction manager.
12. The overall post-construction cost of maintenance, project life-cycle costs, and the availability of replacement parts or maintenance contractors for such project or goods.
13. The degree and extent to which the bidder and its subcontractors and suppliers qualify as MWBE providers.
14. The degree and the extent to which any residents of Tompkins County will be employed in the project.

B. The Town shall assign reasonable weight to selected best value criteria so as to inform potential bidders and the public of the general manner in which price and best value criteria will be considered, and the Town reserves its right to make an award based upon "best value" criteria. It shall be sufficient to meet this requirement by listing the criteria in order of importance. All best value bidding is subject to the approved budget for the acquisition or project, and all bids shall be evaluated for each individual combination of base bid items plus selective alternate bid items to determine the best value bidder. All best value determinations and awards shall be made based upon what is the overall best value for the town, taking into consideration the weighted criteria, cost, and any other added value, savings, and other best value factors as determined by the Town.

C. The bidders and participating parties to the process have a duty to fully reply and provide accurate information in relation to the best value criteria and should make every effort to provide detailed and sufficient information on all of the evaluation criteria so as to allow the Town to measure the strengths, costs, and overall value of the proposal. As it deems necessary, the Town may conduct discussions with qualified bidders it deems likely for selection for an award for the purpose of verifying or obtaining clarifications and responsiveness to bid procedures and criteria, so long as no other potential bidder is unduly prejudiced thereby. Any information gathered by the Town from the bid process or discussions, or from any interviews, may be duly considered by the Town in relation to the issuance of any award or the rejection of any or all bids.

D. In all cases the Town reserves the right to eliminate any best value requirements or criteria deemed unnecessary or unmet by all bidders, but only if doing so does not either advantage or disadvantage any other bidder or actual potential bidder.

7. **Ethical Prohibitions.** No officer or employee of the Town (including members of their household, family members, and certain relatives, with the limited exception of certain contracts of employment) shall have any prohibited interest in any town bidder or contract whenever such officer or employee has the power or duty to: (i) negotiate, prepare, authorize, select, or approve the bid or contract, make any award thereunder, or authorize or approve payment thereunder; (ii) audit bills or claims under the contract; or (iii) appoint any officer or employee who has any of the above-noted powers. All procurement processes and purchases, and all contracts relating to the same, shall at all times comply with GML Article 18 and Town Code Chapter 18.

8. **Operational Prohibitions.** Among other rules, NYS law does not permit segmentation of bidding, projects, or purchasing to avoid or fall below public and competitive bidding thresholds. Similarly, the estimated gross cost of a purchase or procurement must usually be considered without deducting for a trade-in allowances, and items of a similar nature which are or can be handled by one manufacturer or vendor should be grouped together for purposes of the bidding monetary thresholds. Examples might be office equipment or supplies, different sizes of hoses or piping, etc. Again, if there is doubt as to these rules, the town officer or employee should consult with the Town Supervisor or the Town Attorney.

9. **Periodic Review.** This procurement policy, and its procedures, shall be periodically reviewed by the Town Board to assure compliance with law, and help assure that the purposes of this policy are duly advanced.

RESOLUTION AMENDING TOWN PROCUREMENT POLICY AND ADDING OMNIA PARTNERS AS ALLOWED PIGGYBACKING BID LIST SOURCE FOR COMPETITIVE AND PUBLIC BIDDING AND TOWN PROCUREMENTS

RESOLUTION 26-

RESOLUTION AMENDING TOWN PROCUREMENT POLICY AND ADDING OMNIA PARTNERS AS ALLOWED PIGGYBACKING BID LIST SOURCE FOR COMPETITIVE AND PUBLIC BIDDING AND TOWN PROCUREMENTS

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

WHEREAS, changes in the General Municipal Law, the Labor Law, rules for public works, competitive and public bidding, and rules for allowed piggybacking upon NYS and cooperative purchasing agencies, together with the passage of time, require that the Town update its 2019 procurement policies; and

WHEREAS, in connection with purchasing needs and the DPW project, the Town undertook analysis and investigation into whether the joint cooperative municipal purchasing agency known as OMNIA Partners could be used by the town for procurements under NYS law; and

WHEREAS, an analysis of OMNIA Partners and Tennessee’s laws respecting procurements, public works, competitive bidding, best value bid rules, and other criteria, was undertaken to determine congruity with the processes and public purposes underlying procurement and competitive bidding requirements in NYS, including per key criteria identified for such analyses by OSC and OGA; and

WHEREAS, OMNIA Partners has state-specific listings and bidding processed for cooperative purchasing, and several other states have signed-on to directly authorize the use of such agency by municipalities and agencies subject to competitive bidding and public procurement rules, and an overall analysis of Tennessee laws shows solid, but not complete, congruence with NYS public bidding and procurement requirements and public policies of NYS, as some OMNIA Partners bids (but not all) use best value criteria and procedures that would not be relevant or procedurally proper in NYS; and

WHEREAS, this action is classified as a Type II SEQRA Action and, upon due deliberation by the board, it is hereby RESOLVED as follows:

1. The revised and updated Procurement Policy for the Town of Lansing as presented to this meeting is approved, and all staff and officers are directed to utilize the same from this date forward.
2. OMNIA Partners is approved for piggybacking procurements, including as a public bid list exception under General Municipal Law § 103, but in each case subject to the review and reporting requirements set forth in the Town’s Procurement Policy.

RESOLUTION TO RATIFY THE APPOINTMENT OF NATHANIEL ROGERS TO THE POSITION OF DIRECTOR OF PLANNING

RESOLUTION 26-XX

RESOLUTION TO RATIFY THE APPOINTMENT OF NATHANIEL ROGERS TO THE POSITION OF DIRECTOR OF PLANNING

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

WHEREAS, due to a resignation, there is a vacancy for the full-time position of Director of Planning for the Codes and Planning Department; and

WHEREAS, the interview committee has determined that Nathaniel Rogers, currently in the role of Planner, possesses the necessary knowledge and skills to satisfactorily perform the duties of the Director of Planning; and

WHEREAS, Ruth Groff, Town Supervisor, appointed Nathaniel Rogers as the Director of Planning, effective Monday, June 8, 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 Nathaniel Rogers as Director of Planning, effective Monday, June 8, 2026; and be it further

RESOLVED, that the hours for the Director of Planning position is scheduled for 40 hours per week, at the bi-weekly salary of \$4,184.00, which is an annual salary of \$108,784.00, from the Office Staff Job Classification “Class II Step 1,” with full time benefits; and be it further

RESOLVED, that a mandatory twenty-six (26) week probationary period applies with no further action by the Town Board if there is successful completion of the probationary period as determined by the Town Supervisor.

Agreement for the Expenditure of Highway Moneys

AGREEMENT between the Town Highway Superintendent/Director of Public Works of the Town of Lansing, Tompkins County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$974,954.72 shall be set aside to be expended for primary work and general repairs upon 93.46 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof. The sum of the listed roads shall not exceed the total sum that has been set aside.

2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town highways:
 - (a) On the road Buck Road a distance of 1.13 miles, there shall be expended not over the sum of \$152,800 (NYS Route 34 to Conlon Road)

Work to be performed: Cold Mill and Resurface with Warm Mix Asphalt 2.”
 - (b) On the road Lansing Genoa Townline Road a distance of 2.00 miles, there shall be expended the sum of \$10,000

Work to be performed: True & Leveling with Warm Mix Asphalt
 - (c) On the road Buck Road a distance of 1.06 miles, there shall be expended the sum of \$143,630 (Conlon Road to Brickyard Road)

Work to be performed: Cold Mill and Resurface with Warm Mix Asphalt 2”
 - (d) On the road Wilson Road a distance of 0.62 miles, there shall be expended the sum of \$62,000

Work to be performed: Resurface with Warm Mix Asphalt 2.25”
 - (e) On the road Teeter Road, a distance of 0.52 miles, there shall be expended the sum of \$68,518

Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2”
 - (f) On the road Bill George Extension, a distance of 0.02 miles, there shall be expended the sum of \$17,000

Work to be performed: Warm Mix Asphalt Overlay 1.75”
 - (g) On the road Ryans Way a distance of 0.18 miles, there shall be expended the sum of \$3,724

Work to be performed: Crack Fill and Micro Pave
 - (h) On the road Autumn Ridge Circle a distance of 0.72 miles, there shall be expended the sum of \$27,274

Work to be performed: Crack Fill and Micro Pave
 - (i) On the road Autumn Ridge Drive a distance of 0.8 miles, there shall be expended the sum of \$4,658

Work to be performed: Crack Fill and Micro Pave

(j) On the road Hillcrest Road a distance of 1.44 miles, there shall be expended the sum of \$ 2,500

Work to be performed: Crack Filling

(k) On the road Beach Road a distance of 0.16 miles there shall be expended the sum of \$9,800

Work to be performed: Crack Filling and drainage work

(l) On the road Murfield Drive at a distance of 0.48 miles there shall be expended the sum of \$19,627

Work to be performed: Crack fill & Micro Pave

(m) On the road Chelseas Walk at a distance of .34 miles there shall be expended the sum of \$14,602

Work to be performed: Crack Fill & Micro Pave

(n) On the road Bower Road at a distance of 0.89 miles there will be expended the sum of \$7,800

Work to be performed: Shim over areas of road with Warm Mix Asphalt

(o) On the road East Lansing Road at a distance of 1.21 miles there shall be expended the sum of \$115,000

Work to be performed: Replacing Road Cross Pipe. Grant money of \$100,000 will be used for this project.

(p) On the road Snushall Road at a distance of 1.02 miles there shall be expended the sum of \$10,000

Work to be performed: Cap Seal with 1B's

(q) On the road Fiddlers Green at a distance of 0.64 miles there shall be expended the sum of \$10,000

Work to be performed: Install Erosion Control along edge of road

(r) On the road Reach Run a distance of 0.83 miles, there shall be expended the sum of \$250,000

Work to be performed: Line Twin Pipes & Install Erosion Control and re-pave with Hot Mix

Executed in duplicate this 17st day of June, 2026

Supervisor

Town Highway Superintendent/Director of Public Works

Councilperson

Councilperson

Councilperson

Councilperson

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

RESOLUTION AMENDING AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

RESOLUTION 26-

RESOLUTION AMENDING AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

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

WHEREAS, Organizational Resolution 26-13 § 9 approved the 2026 Agreement for the Expenditure of Highway Moneys on January 21, 2026; and

WHEREAS, said agreement stated roads, distance on roads, money for each road, and the general repairs sum of \$945,811.00; and

WHEREAS, the New York State Fiscal Year Budget passed in May 2026 included a \$50 million increase in the Consolidated Local Street and Highway Improvement Programs (CHIPS) budget, in which the Town of Lansing has received an additional \$29,143.72 to be put towards local road and highway improvements; and

WHEREAS, the 2026 Agreement for the Expenditure of Highway Moneys has been amended to accurately state the new sum of \$974,954.72; so therefore be it

RESOLVED, that the 2026 Agreement for the Expenditure of Highway Moneys be amended, approved and signed by the Town Board, Town Supervisor, and Town Highway Superintendent/Director of Public Works.

TRAILWAY RIGHT-OF-WAY AND EASEMENT

THIS INDENTURE is made the ___ day of June, 2026 by and between **REA-YOUNG LLC**, a New York limited liability company with offices at 294 Skinner Creek Road, Port Allegany, PA 16743 and **BARNETT-YOUNG LLC**, a New York limited liability company with offices at 106 East Shore Circle, Ithaca, New York 14850, hereafter severally and together, the “Grantor,” and the **TOWN OF LANSING**, a New York municipal corporation having its principal office at 29 Auburn Road, Lansing, New York 14882, hereafter the “Town” or the “Grantee.”

WITNESSETH: that the Grantor, in consideration of good and valuable consideration in hand paid by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns, **A NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT** to survey, construct, use, operate, manage, improve, maintain, and repair, a 20'-wide pedestrian and recreational trail, walkway, or pathway, whether or not located along or within the bounds of any highway, future designated highway, or other type of 'paper road' (all herein, “Trail”), as further described below (the “Easement Areas”), all as located upon or within a certain parcel of land situate in the Town of Lansing, County of Tompkins and State of New York, being a portion of the property known as Town of Lansing Tax Parcel #31.-1-11.22 pursuant to a map entitled “SURVEY MAP SHOWING THE ESTATE OF NORMA N. SILL, LOCATED AT 113 BOWER ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK” by Ian M. Sheive LLS, dated May, 2024 and recorded July 26, 2024 in the Tompkins County Clerk’s Office as Instrument #2024-07034 (the “Survey”).

Said Easement Area being more particularly bounded and described on the **Schedule A** attached hereto and incorporated herein.

BEING the purpose of this instrument and this easement and right-of way to forever transfer and convey rights to the Grantee for the purposes of using, operating, managing, improving, maintaining, protecting, and repairing such Easement Areas to provide for public use and transportation, including as trails and further including rights of free ingress and egress for such purposes in, over, under, and upon the Easement Areas, including as respects the following rights and conditions:

1. The Easement Areas shall be marked by signage to help ensure users and others stay within the Easement Areas; such signage to be prepared, installed, and maintained by and at the cost of Grantee
2. The Grantee may improve the surface of the Trails and the Easement Areas with such surface finishes and supporting sub-bases as the Grantee determines are allowed and appropriate, and the Grantee may construct and place structures or appurtenances in the Easement Areas as are reasonably ancillary to Trails, such as, but not limited to, exercise stations, benches, and waste receptacles.
3. The Grantee may remove trees, plant growth, and other obstructions from the Easement Areas by physical or chemical means as necessary or appropriate for the use and enjoyment of the Trail and Easement Areas.

AND AS TO THE ABOVE GRANTS AND EASEMENT AREAS, the Grantor does covenant and agree that:

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 Trails and any related facilities permitted by this instrument. Further, and except for trees or other plants to be installed and maintained 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 rights and Easement Area by the Grantee or the users of such Trail.
2. Except to the extent necessary for the construction, use, and maintenance of buildings, utilities, and other improvements authorized by permits and approvals issued by Grantee (whether or not directly related to the Easement Areas), Grantor shall not: (i) engage in, permit, or allow any mining, excavation, construction or blasting within the Easement Area; or (ii) 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 Grantee, or the use of the Trail by the public. Nor may Grantor allow, authorize, encourage, or engage in any conduct that directly or indirectly blocks, obstructs, or interferes with the use, enjoyment, improvement, ingress, and egress rights of Grantee and its permittees, successors, assigns, users, employees, contractors, and agents.

3. Grantor may not authorize, undertake, or permit the alteration, abandonment, modification, discontinuation of, or interference with, any Trail, trail facilities or improvements, or these easements and rights-of-way, except in strict accordance with the written approval of the Grantee, which approval may be withheld for any or no reason, without recourse.

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 that are now, or 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 assigns, including any existing or future improvement district(s) (such as a sidewalk or park district, etc.), without recourse by or the approval of 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: (i) enter upon and use such roadways pursuant to and in furtherance of the purposes of these easements and rights-of-way; and (ii) further dedicate the Easement Area, and any other lands in which Grantee has sufficient rights, as roads, enhanced trails, transportation ways, or as highways.

AND THE GRANTOR AND GRANTEE further recognize and agree that the Easement Area functions also as rights-of-way and that, whenever required by any change in conditions or circumstances, or to accommodate needed trail replacements, maintenance, or repairs, the Trail may be relocated in any one or more areas or routes that will continue a single, connected Trail passing over and through the Easement Area. In such event, the Grantee and Grantor shall work together to maintain a connected trail and transportation way to be reasonably selected by Grantee, shall discern who has the need to relocate the trail and apportion the expenses of relocation accordingly, in each case after receiving and fairly considering the input of any lawful occupants or tenants of the lands depicted upon the Survey.

IN CONSIDERATION OF THE GRANTS AND RIGHTS IN THE EASEMENT AREAS, the Grantor does agree, and the Grantee does also covenant and agree, as follows:

1. The Grantee will give notice to the Grantor (and any underlying landowner) within a reasonable time, and in all cases not less than 36 hours, before any entry into Easement Areas for the purpose of undertaking any significant construction, installation, or repair operations. The Easement Area and all signage shall be regularly cleaned and maintained upon schedules as Grantee determines are appropriate for the nature and frequency of use.
2. Lands not within the Easement Areas may not be used or disturbed for any purpose without appropriate permission or license from the landowner, and no trespass over adjacent lands is permitted or allowed under this instrument.
3. The Grantee will properly guard and protect all installations and construction sites during the installation of any permitted improvements in the Easement Areas, and thereafter regularly and properly maintain and repair such improvements when and as required in accordance with best standards and practices for the maintenance of transportation ways and municipal trails. At the close of any installation, construction, excavation, or repair activities, the Grantee shall restore the Easement Area and all land contours to reasonably match nearby lands (if possible), and whenever Grantee shall enter or use the Easement Area, Grantee shall restore the land and all adjacent areas to their pre-entry conditions, including levelling and reseeding with grasses, where required.

IT BEING FURTHER COVENANTED AND AGREED, that: (i) all covenants, easements, and rights-of-way herein conveyed or granted are deemed and construed individually and collectively as material obligations of the respective parties, 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); and (ii) this instrument may be enforced by, and the violation or threatened violation thereof prevented by, injunction or other appropriate legal or equitable relief, but the sole remedy of any aggrieved party or third party shall be limited to monetary relief, or equitable relief that does not terminate or limit this instrument or the privileges and rights herein granted or conveyed to Grantee; and (iii) the invalidity of any part or portion of this instrument shall not invalidate or limit any other part or portion hereof, nor any other of the other covenants, conditions, or requirements as set forth herein.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns, forever; it being the intent of the Grantor and the Grantee that these easements and rights-of-way shall now and forever hereafter run with the land.

THIS INSTRUMENT may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:

BARNETT-YOUNG LLC

By: John F. Young, Member

By: Susan M. Barnett, Member

REA-YOUNG LLC

By: James R. Young, Member

By: Julie R. Young, Member

TOWN OF LANSING

BY: _____
Ruth Groff, Town Supervisor

Notarial Pages Follow

STATE OF _____)
COUNTY OF _____) ss:

On the ____ day of August in the year 2024 before me, the undersigned, personally appeared James R. Young and Julie R. Young, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) ss:

On the ____ day of August in the year 2024 before me, the undersigned, personally appeared John F. Young, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) ss:

On the ____ day of August in the year 2024 before me, the undersigned, personally appeared Susan M. Barnett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) ss:

On the ____ day of August in the year 2024 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) ss:

On the ____ day of August in the year 2024 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

TRAILWAY EASEMENT AND RIGHT-OF-WAY UPON TPN 31.-1-11.22

ALL THAT TRACT OR PARCEL OF LAND situate in Town of Lansing, County of Tompkins, State of New York, being bounded and described as follows:

BEGINNING at a point at the southeastern corner of the grantor’s lands marked by a ¾” rebar set with a cap, said point is also the northeastern corner of lands of the Town of Lansing (TPN 31.-1-16.2) and is located along the western boundary of the lands of New York State Urban Development Corp. (TPN 31.-1-13);

Running thence N 02°58’19” W a distance of 1,421.20’ along the western boundary of TPN 31.-1-13 to a point on the southern right-of-way line of Bower Rd marked by a tall 4” metal post;

Running thence westerly along the southern right-of-way line of Bower Rd to a point that is 20’ westerly on a line that is orthogonal to the grantor’s eastern boundary to a point on the southern right-of-way line of Bower Rd;

Running thence S 02°58’19” E, in a line parallel to and 20’ west of the eastern line of the grantor’s lands to a point in the northern boundary line of TPN 31.-1-16.2;

Running thence easterly, along the northern boundary of TPN 31.-1-16.2 to the point and place of beginning.

TOGETHER WITH an additional 10’ wide strip adjoining the above-described trailway easement directly to the west, for occasional trailway maintenance.

SUBJECT TO covenants, restrictions, easements and encumbrances of record.

It is the intention of this description to create a 20’ wide trailway easement and a 10’ wide trailway maintenance easement along the grantor’s eastern boundary along and adjacent to the public right-of-way of Bower Rd.



TITLE INFORMATION
 ESTATE OF
 NORMA N. SILL
 DEED BOOK 412 PAGE 38
 DEED BOOK 412 PAGE 31
 TAX MAP NO.31-1-11.22
 AREA=188.136 ACRES TO C/L
 (183.716 ACRES TO R/W)

- LEGEND**
- - COMPUTED POINT
 - - EXISTING IRON, LABELED
 - ⊙ - 3/4" REBAR SET WITH CAP
 - ⊕ - UTILITY POLE
 - x — - FENCE & HEDGE

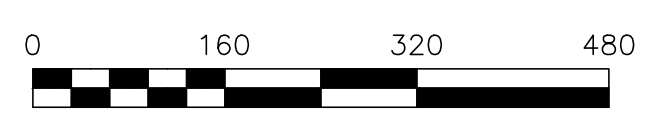
- MAP REFERENCES:**
- 1) SURVEY MAP NO.142 BOWER ROAD DATED 6/12/2007 BY T.G. MILLER, P.C.
 - 2) MAP OF SURVEY PARCELS OF LAND OWNED BY MARY ANNE DREEMAUER DATED 1/5/2002 BY ROBERT RUSSELL, L.S.
 - 3) PORTION OF LANDS OF BURDETTE LEWIS DATED 6/18/1995 BY KENNETH BAKER, L.S.
 - 4) SURVEY MAP OF A PORTION OF LANDS OF NORMA SILL TO BE CONVEYED DATED 3/21/1994 BY CLARENCE BRASHEAR, L.S.
 - 5) PORTION OF LANDS OF BURDETTE LEWIS DATED 1/5/1999 BY KENNETH BAKER, L.S.

- NOTES**
- 1- Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.
 - 2- Only copies from the original of this survey map with the surveyor's embossed seal are genuine, true and valid copies of the surveyor's original work and opinion.
 - 3- Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveys adopted by the New York State Association of Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, and to the lending institution listed on this survey map and are not transferable.

Stewart Title Insurance Company
 Budgett Heston, PLLC
 Rea-Young, LLC
 Barnett-Young, LLC
 John F. Young
 Susan M. Barnett
 Thomas Edward Barnett-Young
 Anne Catherine Barnett-Young
 Rosemary Mae Barnett-Young
 James Richard Young
 Julie R. Young
 Jesse R. Young
 James Robert Young

I hereby certify that I am a licensed land surveyor, New York State License No. 050823, and that this map delineates an actual survey on the ground made by me or under my direct supervision, that it was prepared in accordance with the current Code of Practice adopted by the New York State Association of Professional Land Surveyors, and that I found no visible encroachments either way across property lines except as shown hereon.

SIGNED: EDWARD RIPIC, JR. DATE: 5/3/2024



WILLIAMS & EDSELL
LAND SURVEYORS, P.C.

WILLIAMS & EDSELL LAND SURVEYORS, P.C.
 The Turner House, Suite 101
 24 NYS Rte 96 Owego, NY 13827
 Phone: (607)857-8553
 www.williamsedsall.com

Survey map showing
 the Estate of
NORMA N. SILL
 LOCATED AT 113 BOWER ROAD
 TOWN OF LANSG
 TOMPKINS COUNTY NEW YORK
 DATE: 5/3/2024 SCALE: 1"=160'

JOB NO: 2024-132
 © COPYRIGHT 2024

**RESOLUTION ACCEPTING DEDICATION OF BOWER ROAD EASEMENT
AND RIGHT OF WAY FOR TRAIL CONNECTION EXTENSION**

RESOLUTION 26-

**RESOLUTION ACCEPTING DEDICATION OF BOWER ROAD EASEMENT
AND RIGHT OF WAY FOR TRAIL CONNECTION EXTENSION**

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

WHEREAS, the Town has master plans to interconnect the Lansing Center Trail (“LCT”) to nearby residential and scenic/rural areas, including to interconnect with existing trail systems and those yet to be constructed; and

WHEREAS, the owners of land along Bower and Conlon Road have agreed to donate a spur along Bower Road to facilitate these connections and future trail plans, and the form of the instrument to convey such rights, the land descriptions for the same, and the survey mapping have been completed and reviewed and approved by the donating landowners (Rea-Young LLC and Barnett-Young LLC), and by town counsel and the Director of Parks and Recreation; and

WHEREAS, this is a Type II SEQRA Action pursuant to 6 NYCRR 617.5(22), (26), and (33) and no further environmental review is required so, upon deliberation thereupon by the Town Board, it has been duly

RESOLVED, that the proposed trail easement along Bower Road is hereby approved and accepted, and that the Town Supervisor is authorized to execute the same on behalf of the Town.

AGREEMENT
for
GRANT OF RIGHT-OF-WAY,
GRANT OF DRAINAGE EASEMENTS
&
RELEASE OF ACRES DRIVE

THIS AGREEMENT is made to be effective the ___ day of _____, 2026 by and between the following parties hereto:

EMMANUEL BACOLAS and DEBORAH BACOLAS,
residing at 24-11 24th Street, Astoria, New York 11102,
(hereinafter “Bacolas”) 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,
(hereinafter the “Town”).

WITNESSETH:

WHEREAS, Bacolas is the owner of real property located in the Town of Lansing, County of Tompkins and State of New York, having been conveyed to Bacolas by John Alden Stevens and Heather T. Stevens by deed dated November 15, 2023 and recorded November 17, 2023 in the Tompkins County Clerk’s Office as Instrument No. 2023-10325 (Tax Map Parcel No. 41.-1-29.3); and

WHEREAS, the Town previously approved a subdivision map entitled “Sky Acres, Developer and Builder Alex Cima” map and measurements prepared by Kenneth L. Jones, approved by Howard R. Schlieder, N.Y.S.P.E. & L.S. No. 043780, filed October 21, 1970 in the Tompkins County Clerk’s Office in Lansing Map Book 1970 at pages 11-14, Instrument No. BF002923-001 (hereinafter the “Subdivision Map”); and

WHEREAS, the Subdivision Map showed Acres Drive running from Stormy View Drive via a “dogleg” westerly to [North] Triphammer Road (hereinafter “Acres Drive”); and

WHEREAS, the Town approved another subdivision map on May 14, 2001 entitled “Final Plot Plan, Survey and Topographic Map, Showing Lands of Po Family Limited Partnership to be Subdivided into ‘Lot A’, ‘Lot B’, Lot C’, ‘Lot D’, Lot 92, Town of Lansing, Tompkins County, New York” prepared by Michael John Reagan, L.L.S. No. 049892, dated March 23, 2001 and filed June 13, 2001 in the Tompkins County Clerk’s Office in Map Drawer QQ as Map or Sheet 26 (Instrument No. 288319-001), which map does not show Acres Drive; and

WHEREAS, Acres Drive was never opened to the public, nor was it dedicated to the Town as a public road, nor is it listed as a public road on the Town’s inventory of Town Roads; and

WHEREAS, Bacolas desires to have the Town release any fee title it may have to Sky Acres by virtue of it being shown on the Subdivision Map; and

WHEREAS, the Town has for many years used a portion of Sky Acres adjoining Stormy View Drive as turn-around for snow plowing and other maintenance vehicles and desires to retain said use, including appropriate drainage necessary for its use and maintenance; and

WHEREAS, the Town also desires to provide for adequate drainage servicing properties in the surrounding areas of Sky Acres;

NOW, THEREFORE, in consideration of One Dollars (\$1.00) lawful money of the United States, exchanged between the parties, and of the mutual covenants and promises set forth herein, the parties hereto do hereby agree to the terms and conditions set forth herein.

1. Bacolas hereby grants to the Town in perpetuity a non-exclusive Right-of-Way for the use and general maintenance over the parcel of land fifty (50) feet in width and sixty (60) feet in length running westerly from the west line of Stormy View Road, and centered on the “PAVED DRIVEWAY” as shown on a survey map entitled “Survey Map ~ Showing Lands of ~ John Alden & Heather T. Stevens, Miliary Lot 92, Town of Lansing ~ County of Tompkins, State of New York” prepared by Michael John Reagan, P.L.S. No. 049892, dated October 31, 2023 and filed November 17, 2023 in the Tompkins County Clerk’s Office as Instrument No. 2023-10326 (hereinafter the Survey Map);

2. Bacolas hereby grants to the Town in perpetuity an Easement for drainage and drainage structures for the purpose of servicing the Town and the County of Tompkins roads and highways, along the strip of land ten (10) feet in width located generally along the northerly line of Sky Acres, and centered on the existing culvert and drainage infrastructure for the Smooth Interior Corrugated Polythene Pipe, designated as “18” DIA. SICPP” on the Survey Map, as said pipe runs or extends to the tree line designated as “Row of Pine and Spruce Trees” on the Survey Map, and thereafter centered on the existing drainage to North Triphammer Road; including the right to install, lay, construct, access, operate, maintain, improve, manage, alter, repair, remove and replace said drainage structures. Except in emergency situations, the Town shall give Bacolas reasonable notice for entry to the Bacolas property for maintenance, shall be responsible for all necessary permits and licenses, shall hold Bacolas harmless from any and all liability on account of personal injury and property damage actions arising out of the Town’s use and maintenance of the Easement, not resulting from the wanton or negligent acts or omissions of Bacolas, and shall re-seed any area disturbed by said maintenance.

3. The Town hereby releases to Bacolas in perpetuity any respective rights in or claim to the aforesaid Sky Acres including any rights to adverse possession, except those granted herein.

4. This Agreement may be signed in counter-parts and its terms shall be binding upon the parties hereto, and their respective successors and assigns in title, and may only be modified in writing by the parties hereto, or their successors and assigns in title.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to be effective the date first written above.

EMMANUAL BACOLAS

DEBORAH BACOLAS

THE TOWN OF LANSING
By:
Title:

STATE OF NEW YORK)
) **SS.:**
COUNTY OF)

On the day of June in the year 2026 before me, the undersigned, a notary public in and for said state, personally appeared Emmanuel Bacolas and Deborah Bacolas, 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)
) SS.:
COUNTY OF TOMPKINS)

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

NOTARY PUBLIC

RESOLUTION ACCEPTING DEDICATION OF EASEMENT FOR STORMY VIEW ROAD TURNAROUND, DRAINAGE EASEMENT TO TRIPHAMMER ROAD, AND SURRENDER OF PAPER ROAD AND PUBLIC HIGHWAY RIGHTS IN ACRES DRIVE

RESOLUTION 26-

RESOLUTION ACCEPTING DEDICATION OF EASEMENT FOR STORMY VIEW ROAD TURNAROUND, DRAINAGE EASEMENT TO TRIPHAMMER ROAD, AND SURRENDER OF PAPER ROAD AND PUBLIC HIGHWAY RIGHTS IN ACRES DRIVE

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

WHEREAS, over 50 years ago developer Alex Cima developed several subdivisions along Hillcrest Road and dedicated several public highways in such area, some of which have been built and in long use, and some of which were merely dedicated as “paper roads” on subdivision plat mappings and thereafter accepted by the Town; and

WHEREAS, such platted and approved paper roads envisioned that development in the area would continue along known developmental lines, but that development never occurred, and some of those paper roads are no longer needed for any existing or future Town highway systems; and

WHEREAS, there was once platted, dedicated, and accepted a paper road known as “Acres Drive” that proposed to connect Stormy View Road to Triphammer Road, but there is no longer a need for such a connection in that area, adding another road at that location would be unsafe, and the Town DPW Director has agreed that the Town only need retain its rights: (1) in the portion of such dedicated highway already developed and in public use as a public highway (a truck turnaround along Stormy View Drive); and (2) in the existing the drainage easement that follows the old subdivision property lines, swales, and drainage facilities leading to Triphammer Road, including because such drainage is critical to the highways and residences along Hillcrest Road and Stormy View Road, and such drainage ways and facilities help protect those public highways by protecting them from damage from floodwaters and generally making them safer for travel by the public; and

WHEREAS, the owner of such property (Bacolas) has offered to formally dedicate easements for the turnaround and drainageway, and the Town has concomitantly agreed to formally quit claim, surrender, and abandon any remaining or other rights it now has, or at one time had, in the paper road known as Acres Drive; and

WHEREAS, this action is a Type II SEQRA Action pursuant to 6 NYCRR 617.5(1), (6), (21), (23), and (33), and therefore no further environmental review is required so, upon deliberation thereupon by the Town Board, it has been duly RESOLVED as follows:

1. The Town hereby quitclaims and surrenders to the current landowner (Bacolas) all rights and title it has in and to said Acres Drive, except as follows: (i) the Town retains and accepts a dedicated easement to maintain a portion of such paper road adjacent to Stormy View Drive that

is and has been in use as a public highway as part of the Town public highway system, such portion being located and described in the instruments submitted to this meeting; and (ii) the Town retains and accepts a drainage easement running from Stormy View Drive to Triphammer Road as also located, described, and set forth in the instruments submitted to this meeting.

2. The Town Supervisor be and hereby is authorized to execute the instruments submitted to this meeting to give force and effect to the above resolutions, and the Town Supervisor is further authorized to execute such additional instruments as may hereafter be required or convenient to verify the surrender of rights in the remainder of said paper road as may be hereafter requested by the owner, or any future owner, of the lands upon and over which such paper road was once platted.



PROPOSAL

Prepared for

Mike Mosely

P: 607.339.7100

E: mmoseley@lansingtownny.gov

10 Town Barn Road, Lansing NY 14882



Dan Wager, GM Syracuse

P: 315.428.9888

E: dan.wager@godoyle.com

Proposal Issued: 01.23.2026

Proposal Valid through: 03.23.2026

Scope of Work

A. CCTV System Installation

Doyle Security Systems will install an IP camera system consisting of seven cameras and a recorder. The equipment is all from Speco and is NDAA compliant. Town of Lansing's chosen electrician to provide conduit with pull strings from recorder location to camera locations. Monitor not included and to be provided by Town of Lansing. Prevailing wage labor rate for Region 8 applied.

- 1 Speco 4K 32 Channel NVR with 8TB HDD (w/dual LAN ports)
- 1 Speco 10 Port Gigabit Network Switch (8 ports PoE, 2 ports uplink)
- 6 Speco 4MP IP Turret Cameras (2.8mm fixed lens; includes backboxes)
- 1 Speco 8MP (4K) IP Turret Camera (Intensifier Technology, 2.8-12mm motorized lens)
- 3 1000' Boxes of CAT6E Cable

All installation and programming labor included
CAT6E cable and RJ45 connectors included
Prevailing wage labor rate for Region 8 applied

Total Installed: \$ 11,245.00 plus tax

2027 Fees:

Monthly Fees: \$ 70.00/month

Speco Connect Services

Maintenance/Service Agreement

****Reflects five year agreements. Reduction in monthly fees will result in increased installation costs****



PROPOSAL

Prepared for

Mike Mosely

P: 607.339.7100

E: mmoseley@lansingtownny.gov

10 Town Barn Road, Lansing NY 14882



Dan Wager, GM Syracuse

P: 315.428.9888

E: dan.wager@godoyle.com

Proposal Issued: 11.10.25

Proposal Valid through: 12.31.25

Scope of Work

A. Access System Installation

Doyle Security will install an access control system for the new Highway Department Facility. The access system is the same cloud-based system from Brivo that is being installed at the Lansing Town Hall. This system will be made up of seven doors. Doyle will install the main access control panel and all readers. Lansing's chosen electrician will provide conduit with pull strings from the main panel to the doors and provide conduit down through the walls for the connections to the strikes as well as the readers. The door company will provide the strikes and pull the cable through the door. Prevailing wage labor rate applied. This cloud-based system from Brivo allows authorized users to interact with the system remotely from any smart phone or computer. Add or delete users instantly, temporarily unlock doors, pull reports, etc. all from an easy-to-use interface. Doyle's Remote Programming team can also interact with the system during normal business hours. Prevailing wage labor rate for Region 8 applied.

- 1 Brivo ACS6100 Large Access Control Panel
- 3 Brivo Two Door Daughter Boards
- 1 12V Power Supply
- 7 Brivo Tri-Tech Credential Readers (mullion style)
- 50 Brivo Smart Keyfob Credentials
- 3 1000' Boxes of 22/6 Stranded Cable
- 3 1000' Boxes of 18/4 Stranded Cable

All installation labor included
Prevailing wage labor rate for Region 8 applied

Total Installed: \$ 24,700.00*

Includes one year of Brivo cloud based hosting for seven doors, must have in order for system to operate.



(Cont. on next page)

2027 Budget:

Monthly Fees:

Seven Doors of Cloud Based Hosting by Brivo -Includes Maintenance Agreement	\$ 178.00 per month
100 Brivo Mobile Passes (optional)	\$ 25.00 per month

Reflects five year agreement. Reduction in monthly fees will result in increased installation costs



PROPOSAL

Prepared for

Mike Mosely

P: 607.339.7100

E: mmoseley@lansingtownny.gov

10 Town Barn Road, Lansing NY 14882



Dan Wager, GM Syracuse

P: 315.428.9888

E: dan.wager@godoyle.com

Proposal Issued: 06.10.2026

Proposal Valid through: 06.24.2026

Scope of Work

A. Access System Installation (former DPW building)

Doyle Security Systems will install the cloud-based access system from Brivo in the former DPW building. The system will consist of four doors. Electric strikes will be installed in the door frames and credential readers on the exterior of the doors. Small conduit runs will be required from the ceiling down to the door and is factored into the installation cost. Access to an open port on the network will be required. Prevailing wage labor rate applied. Cost of lift rental included. This cloud-based system from Brivo allows authorized users to interact with the system remotely from any smart phone or computer. Add or delete users instantly, temporarily unlock doors, pull reports, etc. all from an easy-to-use interface. Doyle's Remote Programming team can also interact with the system during normal business hours. Prevailing wage labor rate for Region 8 applied.

- 2 Brivo ACS300 Two Door Access Control Units
- 4 Brivo Tri-Tech Credential Readers (mullion style)
- 4 HES 8000 Recessed Electric Strikes
- 25 Brivo Smart Keyfob Credentials
- 3 500' Boxes of 22/6 Stranded Shielded Cable
- 3 1000' Boxes of 18/4 Stranded Shielded Cable

All installation labor included

Cost of lift rental included

Prevailing wage labor rate for Region 8 applied

Total Installed:

\$ 11,075.00

Reflects five year agreement. Cost includes one year of Brivo cloud-based hosting fees for four doors.



PROPOSAL

Prepared for

Ben Heller

P: 607.277.8336

E: ben@croom.net

10 Town Barn Road, Lansing NY 14882



Dan Wager, GM Syracuse

P: 315.428.9888

E: dan.wager@godoyle.com

Proposal Issued: 06.10.2026

Proposal Valid through: 06.24.2026

Scope of Work

A. Panic Button System Installation

Doyle Security will install a monitored panic alarm system. The Resideo ProSeries 7" touchscreen controller acts as the communicator and wireless receiver for the panic buttons in the field. Prevailing wage labor rate for Region 8 applied.

- 1 Resideo ProSeries 7" Touchscreen all-in-one alarm control panel
- 1 Resideo ProSeries LTE Communicator
- 1 Resideo ProSeries Repeater
- 12 Resideo ProSeries Wireless Panic Buttons

All installation and programming labor included
Prevailing wage labor rate for Region 8 applied

Total Installed:	\$ 1,750.00
Monthly Fees:	\$ 35.00/month
24/7 UL Listed Alarm Monitoring (must have)	

Reflects five year agreement. Reduction in monthly fees will result in increased installation costs



Contract Number:

Section 8, Item i.

Licensed by N.Y. Department of State
License # 12000084040

Installation, Monitoring, and Service Agreement

Sale Information:

Date: 06/17/2026 Purchase or Lease: Purchase Sale Type: Existing customer
Branch: Syracuse Upgrade: No Representative: Wager, Dan

Customer Billing Address:

Name: Town of Lansing
Address 1: 10 Town Barn Road
Address 2:
City, State, Zip: Lansing, NY 14882
Phone: 607.533.4328
Email: estehnach@lansingtownny.gov

Customer Site Address:

Name: Lansing DPW
Address 1: 10 Town Barn Road
Address 2:
City, State, Zip: Lansing, NY 14882
Phone: 607.533.4328
Email: mmoseley@lansingtownny.gov

I wish to sign up for paperless billing:

DOYLE SECURITY SYSTEMS, INC. (hereinafter referred to as "DOYLE" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described below and on page 2 of this agreement.



Contract Number:

Section 8, Item i.

Licensed by N.Y. Department of State
License # 12000084040

Installation, Monitoring, and Service Agreement



Contract Number:

Section 8, Item i.

Licensed by N.Y. Department of State
License # 12000084040

Installation, Monitoring, and Service Agreement

VOIP – If you are using Voice Over IP (VOIP) phone service, Doyle Security Systems holds no responsibility for the performance or stability of the phone service. Customer understand that power outages and loss of internet service will prevent the alarm system from communicating with the Emergency Response Center.

Bill Progression – Doyle Security Systems has the authority to progress bill as specific phases of this installation are completed.

Credit Reporting – Customer authorizes Doyle Security to secure a non-investigative consumer credit report from a consumer credit reporting agency as a condition for entering this agreement.

5 Day No Response Notification – Customer understands that the installed system will not be monitored or authorities notified until the fifth day after installation is complete.

Contract Length – Agreement for monitoring services are for _____ unless otherwise agreed and will renew automatically unless Doyle Security is notified at least 30 days prior to the renewal date.

Communication Options – Doyle Security Systems, Inc. reserves the right to select the best communication option between cellular, radio and internet and phone when our installation team is at the premise notwithstanding any prior conversations you may have had with a representative of Doyle Security Systems, Inc. regarding any other communication option. Communication option is based on signal strength and accessibility.

Communication Reliability – Communications options for signal transmission are not always 100% reliable. Doyle Security Systems, Inc. recommends that no less than two communications options be used. By checking this box, I acknowledge that I understand the Communications Options available to me.

Accepted on

In accepting this proposal, I agree to the terms, conditions, and disclaimer notice contained herein, including those of the following pages. I understand that they prevail over any variation in the terms and conditions on any purchase order or other document that I, or my employer, may issue. I have either typed or signed my name/signature below.

DOYLE SECURITY SYSTEMS, INC.

SUBSCRIBER:

By: _____
Signature

Subscriber: Signature by Authorized Officer Title of Person Signing

Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: _____

Installation, Monitoring, and Service Agreement

1. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of _____ shall automatically renew month to month thereafter under the same terms and conditions unless either party gives notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Following the automatic renewal, Subscriber will be charged for the services provided herein at the same then-current rate and frequency existing at the end of the prior term. After the expiration of one year from the date hereof, DOYLE shall be permitted from time to time to increase all charges by an amount not to exceed the greater of nine percent each year and the amount of DOYLE's direct increase in fees charge by DOYLE's third party providers used for DOYLE's performance of services hereunder for the following year, and Subscriber agrees to pay such increase. DOYLE may invoice Subscriber in advance monthly, quarterly, or annually at DOYLE's option. Unless otherwise specified herein, all recurring charges for services in paragraphs 4(a)-(l) shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month. In the event DOYLE agrees to suspend its services and Subscriber's payments during the suspension period, the term of this agreement shall be deemed extended by the time of the suspension period. In order to cancel the automatic renewal, if Subscriber entered into this agreement in-person, Subscriber may submit a request in writing to DOYLE, at its address listed at the head of this agreement, of Subscriber's intention not to renew the agreement. Alternatively, Subscriber may contact DOYLE via telephone or via Interactive Electronic Medium (e.g., internet website) to notify DOYLE of Subscriber's intention not to renew the agreement.

If Subscriber entered into this agreement via an Interactive Electronic Medium, Subscriber may use the simple and easy to find cancellation method DOYLE has in place through the same Interactive Electronic Medium in order to notify DOYLE of its intention not to renew the agreement.

If Subscriber entered into this agreement via telephone, Subscriber may contact DOYLE by telephone during normal business hours to notify DOYLE of Subscriber's intention not to renew the agreement.

By initialing, Subscriber acknowledges that this agreement contains an automatic renewal provision, and Subscriber consents to its inclusion in this agreement:

Subscriber to Initial: _____

2. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, DOYLE or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from DOYLE. No response shall be required for supervisory, loss of communication pathway, trouble, or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of DOYLE or DOYLE's designee Monitoring Center and DOYLE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of DOYLE and are not maintained by DOYLE, except DOYLE may own the radio network and DOYLE shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft, or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish DOYLE with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, DOYLE will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text, or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with DOYLE's notification obligation. All changes and revisions shall be supplied to DOYLE in writing. Subscriber authorizes DOYLE to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound, then upon receipt of an alarm signal Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests DOYLE to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DOYLE \$50.00 for each such service. DOYLE may, without prior notice, suspend or terminate its services, in DOYLE's sole discretion, in the event of civil unrest, rioting, or natural disaster which renders monitoring or first responder response impractical; in event of Subscriber's default in performance of this agreement; in event Monitoring Center facility or communication network is nonoperational; or Subscriber's alarm system is sending excessive false alarms or runaway signals, without relieving Subscriber's obligation to make payments required. Upon suspension or termination of services, DOYLE will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. DOYLE is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service, or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain audio and video transmissions, data, and communications and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by DOYLE unless required by court order or request of law enforcement for exigent circumstances.

3. REPAIR SERVICE: Repair service includes all parts and labor, and DOYLE shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without DOYLE's written consent. If Subscriber has provided keys to the premises to facilitate repairs when Subscriber is absent from the premises, only repairs covered by the Repair Service Plan or authorized in writing will be performed.

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If no service contract is included in this agreement then Subscriber agrees to pay DOYLE on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay DOYLE for all parts and labor at time of service. Subscriber is not obligated to call DOYLE for per call service and DOYLE is under no duty to provide service except its warranty service during warranty period. Service by anyone other than DOYLE during warranty period relieves DOYLE of any further obligations under the Limited Warranty.

4. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in this agreement, the equipment will transmit data via Subscriber's high-speed internet, cellular or radio communication service from remote device supplied by DOYLE or Subscriber's Internet or wireless connection device that is compatible with DOYLE's remote services. DOYLE will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed, or when system design permits, connect the system to the internet, over which DOYLE has no control. The remote services server is provided either by DOYLE or a third party. DOYLE shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. DOYLE shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and DOYLE shall have no liability for access to the alarm system by others.

5. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. DOYLE does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber, making its monthly payments for remote access to the system DOYLE will authorize Subscriber access. DOYLE is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and DOYLE shall have no liability for such third party unauthorized access. DOYLE is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. DOYLE is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio, or Internet service

6. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS/ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service, DOYLE or its designee shall store and/or backup data received from Subscriber's system for a period of one year. DOYLE shall have no liability for data corruption or inability to retrieve data even if caused by DOYLE's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by DOYLE and DOYLE has no responsibility for such access or IP address service. DOYLE shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided by, DOYLE will maintain the database for the operation of the Access Control System. Subscriber will advise DOYLE of all changes in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to DOYLE regarding personnel access must be in writing via email or fax to addresses designated by DOYLE. DOYLE shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

7. AUDIO/VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio/Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. DOYLE shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is a selected service, DOYLE shall store data received from Subscriber's system for one year. DOYLE shall have no liability for data corruption or inability to retrieve data even if caused by DOYLE's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by DOYLE and DOYLE has no responsibility for such access or IP address service. If system has remote access DOYLE is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lockouts. DOYLE shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. DOYLE has made no representations and has provided no advice regarding the use of audio or video devices, and its Subscriber's sole responsibility to use the camera and audio devices lawfully.

8. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the Monitoring Center and record video data reception, upon which, DOYLE or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from

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Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of DOYLE or DOYLE's designee Monitoring Center and DOYLE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of DOYLE and are not maintained by DOYLE, except DOYLE may own the radio network, and DOYLE shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish DOYLE with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to DOYLE in writing. Subscriber authorizes DOYLE to access the supervisory panel to input or delete data and programming. If Subscriber requests DOYLE to activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DOYLE \$49.95 for each such service. DOYLE may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. DOYLE shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by DOYLE.

9. WATER VALVE SHUT OFF / THERMOSTAT / LIGHTING / LOCKS: If Water Valve Shut Off is included as a component of the system, the installation of the shut off device must be installed by Subscriber or a licensed plumber. DOYLE has no responsibility for the installation of water shut off valves and shall have no liability for the operation or efficacy of the device. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, or gas supplied kitchen or household appliances, Subscriber shall be responsible to engage a licensed professional independent of DOYLE to shut off the utility service or equipment. DOYLE has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by DOYLE. Thermostats, lighting, and other electronic devices may require a licensed electrician. Locks may require a licensed locksmith. Unless specifically included in the Schedule of Equipment and Services it is Subscriber's responsibility to engage a licensed electrician, locksmith, or other licensed tradesman to install certain devices to be provided by DOYLE or other trades.

LIMITED WARRANTY ON SALE

10. In the event that any part of the equipment installed by DOYLE becomes defective, DOYLE agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. DOYLE reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. DOYLE is not the manufacturer of the equipment and, other than DOYLE's limited warranty, Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. **EXCEPT AS SET FORTH IN THIS AGREEMENT, DOYLE MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND DOYLE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED BY LAW.** No equipment provided by DOYLE is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure, or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate, or minimize the likelihood of communicable disease, infectious agent, bacteria, virus, or any illness. DOYLE does not represent nor warrant that the system may not be compromised or circumvented, that the system will prevent any loss by burglary, hold-up, or otherwise, or that the system will in all cases provide the protection for which it is installed. **DOYLE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose to the extent permitted by law. There are no warranties which extend beyond the description on the face hereof.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DOYLE. Subscriber acknowledges that any affirmation of fact or promise made by DOYLE shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on DOYLE's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no warranties which extend beyond those on the face of this agreement; and that DOYLE has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for DOYLE's breach of this agreement or negligence to any degree under this agreement is to require DOYLE to repair or replace, at DOYLE's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, DOYLE will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

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GENERAL PROVISIONS

11. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF DOYLE: Provided Subscriber performs this agreement for the full term, upon termination, DOYLE shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by DOYLE is the intellectual property of DOYLE and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation, the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair, or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by DOYLE. DOYLE's signs and decals remain the property of DOYLE and must be removed upon termination of this agreement.

12. DELAY IN INSTALLATION / RISK OF LOSS OF MATERIAL: DOYLE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including DOYLE's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of DOYLE, DOYLE shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber assumes all risk of loss of material once delivered to the job site. Should DOYLE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay DOYLE for such service or material. The pricing to be paid by Subscriber in this agreement is based on current pricing by DOYLE's suppliers and vendors. Subscriber agrees to pay any increase for equipment or services to DOYLE by DOYLE's suppliers and vendors in connection with equipment and services to be provided by DOYLE to Subscriber. DOYLE will notify Subscriber of any such increase and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is the Subscriber's sole responsibility to test the operation of the security equipment and to notify DOYLE if any equipment it is in need of repair. Service, if provided, is pursuant to paragraph 3. DOYLE shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, DOYLE shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise DOYLE of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and DOYLE fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to DOYLE, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by DOYLE, evidencing that warranty service was requested by Subscriber.

14. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System, which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 3 and will be repaired or replaced at Subscriber's expense payable at the time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without DOYLE's written consent.

15. ALTERATION OF PREMISES FOR INSTALLATION: DOYLE is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in DOYLE's sole discretion for the installation and service of the security system, and DOYLE shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, DOYLE shall not be responsible for the condition or the premises upon arrival and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement. If a party executing this agreement is acting as an agent for a principal, it is agent's responsibility to disclose to DOYLE the name of the principal and to notify DOYLE in advance in the event agent's principal changes during the initial or renewal terms of this agreement.

16. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block, or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices, and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by DOYLE.

17. LIEN LAW: DOYLE or any subcontractor engaged by DOYLE to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

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18. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless DOYLE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by DOYLE's performance, negligence or failure to perform any obligation under or furtherance of this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against DOYLE or DOYLE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of DOYLE, which shall not unreasonably be withheld. DOYLE shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

19. EXCULPATORY CLAUSE: DOYLE is not an insurer and no insurance coverage is offered herein. The equipment and DOYLE's services are designed to detect and reduce certain risks of loss, though DOYLE does not guarantee that no loss or damage will occur. No equipment provided by DOYLE is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate, or minimize the likelihood of communicable disease, infectious agent, bacteria, virus, or illness. DOYLE is not assuming liability, and, therefore, Subscriber agrees DOYLE, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue DOYLE, for any loss, economic or non-economic, business loss or interruption, consequential damages to the extent permitted by law, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition, or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by DOYLE's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

20. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and DOYLE is named as additional insured, proof of which shall be provided to DOYLE, and which shall on a primary and non-contributing basis cover any loss or damage DOYLE's services are intended to detect in an amount deemed sufficient by Subscriber and to indemnify DOYLE in the event of destruction of the premises or equipment. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or DOYLE's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. DOYLE shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against DOYLE and its subcontractors for loss or damages caused by perils intended to be detected by DOYLE's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR DOYLE'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF DOYLE AS A RESULT OF DOYLE'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE, OR NEGLIGENT FAILURE TO PERFORM ANY OF DOYLE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT, EQUIPMENT FAILURE, HUMAN ERROR, STRICT PRODUCTS LIABILITY, OR ANY OTHER LEGAL DUTY, IN CONTRACT, TORT, EQUITY, OR LAW, ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ACTUAL, COMPENSATORY, OR NOMINAL, THAT DOYLE'S LIABILITY AND DAMAGES, WHETHER ACTUAL, COMPENSATORY, NOMINAL, CONSEQUENTIAL (TO THE EXTENT PERMITTED BY LAW), PUNITIVE, EXEMPLARY, STATUTORY, OR ANY OTHER DAMAGE SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE DOYLE'S AMOUNT OF LIMITATION OF LIABILITY AND DAMAGES, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH DOYLE'S INCREASED LIABILITY AND DAMAGES. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. DOYLE'S LIABILITY AND DAMAGES FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by DOYLE, the payments to be made by the Subscriber for the term of this agreement form an integral part of DOYLE's anticipated profits, notwithstanding conditions rendering DOYLE's performance impossible, unless caused by DOYLE, and that in the event of Subscriber's default it would be difficult if not impossible to fix DOYLE's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to DOYLE, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and DOYLE shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Additionally, in the event DOYLE retained ownership of the Communication System and Subscriber breaches this agreement or this agreement expires for any reason, DOYLE may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the Agreed Value of the Communication System. Upon suspension or termination of services DOYLE will notify Subscriber

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of such termination. DOYLE is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service, or text message to Subscriber's cell phone.

ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY NATIONWIDE ARBITRATION SERVICES INC. PURSUANT TO ITS RULES AT WWW.NATIONWIDEARBITRATIONSERVICESINC.COM OR ARBITRATION SERVICES INC. PURSUANT TO ITS RULES AT WWW.ARBTRATIONSERVICESINC.COM, OR THEIR SUCCESSORS OR ASSIGNS, THE TERMS OF THIS AGREEMENT AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES (TO THE EXTENT PERMITTED BY LAW) MAY BE AWARDED. The parties consent to repeat arbitrators who shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, or submission of papers. A party requesting in-person discovery, in-person hearing, or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By arbitrating, the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award, and waive their right to participate in a class action. In the event of any litigation between the parties, they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of New York, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. Any action or arbitration between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs, and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs, and disbursements for such proceeding. All actions, arbitrations, or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against DOYLE with respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

23. DOYLE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that DOYLE is authorized and permitted to subcontract any services to be provided by DOYLE to third parties who may be independent of DOYLE, and that DOYLE shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that Subscriber appoints DOYLE to act as Subscriber's agent with respect to such third parties, except that DOYLE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to DOYLE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of DOYLE.

24. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify DOYLE in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event DOYLE discovers the presence of suspected asbestos or other hazardous material, DOYLE shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate DOYLE for any additional expenses caused by the delay. If DOYLE, in its sole discretion, determines that continuing the work poses a risk to DOYLE or its employees or agents, DOYLE may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate DOYLE for all services rendered and material provided to date of termination. DOYLE shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall DOYLE be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

25. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of DOYLE assigned by DOYLE to perform any service for or on behalf of Subscriber for a period of two years after DOYLE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, DOYLE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with DOYLE, times twelve, together with DOYLE's counsel and expert witness fees.

26. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse DOYLE for any fees or fines relating to permits or false alarms. DOYLE shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response, this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should DOYLE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay DOYLE for such service or material.

Installation, Monitoring, and Service Agreement

27. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants DOYLE a security interest in the security equipment installed by DOYLE and DOYLE is authorized to file a financing statement.

28. CREDIT INVESTIGATION: Subscriber and any guarantor authorizes DOYLE to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

29. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified, or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement, or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement, or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with, or subsequent to this agreement, the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and in any event shall not render any other provision in this agreement unenforceable.

Installation, Monitoring, and Service Agreement

Additional Equipment, Systems and Service Disclaimer Notice

The subscriber acknowledges that a representative of Doyle Security Systems, Inc. (hereinafter referred to as “DOYLE” or “Alarm Company”) has explained additional equipment, systems and protection that may be available from DOYLE, for additional charges, and the subscriber has had a sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection. The additional equipment, systems and protection discussed included but was not limited to the following:

- Hard wired systems
- Wireless systems
- Additional contacts
- Motion detectors
- Audio surveillance
- Guard response
- Stationary guards
- UL, ETL, or other national recognized testing lab approved installation
- UL, ETL or other nationally recognized testing lab approved monitoring
- Sprinkler / fire alarm
- Electrical surge protection
- Data storage and retrieval
- Access control
- Fire, smoke, carbon monoxide, water, heat, temperature
- Roof, attic walls, exterior
- Independent secondary systems
- Video monitoring
- Cellular / radio backup
- Latest technology
- Dedicated telephone line communication

The subscriber acknowledges that:

- Not all of the above services are available or offered by DOYLE but the services and equipment were brought to the subscriber’s attention and the subscriber declined such services or the opportunity to obtain the services from other security companies.
- The DOYLE explained the difference between VOIP and standard telephone line service and that DOYLE recommends use of standard telephone line service and communication since VOIP [voice over internet service] may be less reliable and not compatible with the alarm system. The subscriber acknowledges that if VOIP is used it is at the subscriber’s sole risk.
- That DOYLE is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the subscriber’s responsibility to secure access to the system with passcodes and lockouts.
- That DOYLE has advised the subscriber of any permits required for the alarm system and monitoring, and subscriber acknowledges that it is subscriber’s responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service, and
- That smoke detectors and other battery-operated devices must be checked monthly, batteries replaced at least annually, and that the subscriber is responsible to check and replace batteries.
- That if audio or video devices are installed, the subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. DOYLE has made no representations and has provided no advice regarding the use of audio or video devices.
- If DOYLE is taking over the system installed by anyone other than DOYLE, Subscriber declines inspection of existing system installed by others and assumes all risk and conditions of the system and has only requested DOYLE to reprogram communication and monitor existing system with no repair obligation.

Addendum Number 2

to

**Contract Between Doyle Security Services, Inc. and the Town of Lansing entitled.
"Installation, Monitoring, and Services Agreement," Contract Number (PRC#2025001247-
Town of Lansing DPW)**

Doyle Security Systems, Inc., a New York corporation with offices at 792 Calkins Rd, Rochester, NY 14623 ("Doyle") and the Town of Lansing, a New York State municipal corporation at 29 Auburn Road, Lansing, NY 14882 ("Subscriber") hereby amend and supplement the Agreement and instruments referenced above, as follows:

Scope of Work:

Access Control Installation (1968 DPW Building): Doyle Security Systems will install the cloud-based access system from Brivo in the former DPW building. The system will consist of four doors. Electric strikes will be installed in the door frames and credential readers on the exterior of the doors. Small conduit runs will be required from the ceiling down to the door and is factored into the installation cost. Access to an open port on the network will be required. Prevailing wage labor rate applied. Cost of lift rental included. This cloud-based system from Brivo allows authorized users to interact with the system remotely from any smart phone or computer. Add or delete users instantly, temporarily unlock doors, pull reports, etc. all from an easy-to-use interface. Doyle's Remote Programming team can also interact with the system during normal business hours. Prevailing wage labor rate for Region 8 applied.

Access Control System (New DPW Building): Doyle Security will install an access control system for the new Highway Department Facility. The access system is the same cloud-based system from Brivo that is being installed at the Lansing Town Hall. This system will be made up of seven doors. Doyle will install the main access control panel and all readers. Lansing's chosen electrician will provide conduit with pull strings from the main panel to the doors and provide conduit down through the walls for the connections to the strikes as well as the readers. The door company will provide the strikes and pull the cable through the door. Prevailing wage labor rate applied. This cloud-based system from Brivo allows authorized users to interact with the system remotely from any smart phone or computer. Add or delete users instantly, temporarily unlock doors, pull reports, etc. all from an easy-to-use interface. Doyle's Remote Programming team can also interact with the system during normal business hours. Prevailing wage labor rate for Region 8 applied.

Panic Button System Installation (New DPW Building): Doyle Security will install a monitored panic alarm system. The Resideo ProSeries 7" touchscreen controller acts as the communicator and wireless receiver for the panic buttons in the field. Prevailing wage labor rate for Region 8 applied.

Camera System Installation (New DPW Building): Doyle Security Systems will install an IP camera system consisting of seven cameras and a recorder. The equipment is all from Speco and is NDAA compliant. Town of Lansing's chosen electrician to provide conduit with pull strings from recorder location to camera locations. Monitor not included and to be provided by Town of Lansing. Prevailing wage labor rate for Region 8 applied.

1. Paragraph 16 of such Installation, Monitoring, and Services Agreement, Contract Number: 222008 (the "Agreement") is stricken in its entirety.
2. Paragraph 17 of such Agreement is stricken and replaced with the following:

INDEMNITY /WAIVER OF SUBROGATION RIGHTS/ ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless Doyle, its employees, officers, and agents, from and against all claims, lawsuits, liabilities, losses, judgments, and the like, brought or asserted against Doyle arising from any failure to perform or negligence of the Subscriber. Similarly, Doyle agrees to indemnify and hold harmless Subscriber, its employees, officers, and agents, from and against all claims, lawsuits, liabilities, losses, judgments, and the like, brought or asserted against Doyle arising from any failure to perform or negligence of the Subscriber. The Parties agree that there are no third-party beneficiaries of this Agreement, and that no party may assign this Agreement without the written consent of the other party. Any assignment shall serve only to make both the assignor and assignee liable for performance under this Agreement.

3. Paragraph 18 of such Agreement is stricken and replaced with the following:

EXCULPATORY CLAUSE: Doyle and Subscriber agree that Doyle is not an insurer, and no insurance coverage is offered herein. The equipment and Doyle's services are designed to detect and reduce certain risks of loss, though Doyle does not guarantee that no loss or damage will occur and, accordingly: (i) Doyle is not assuming liability or guaranteeing security or the flawless operation of equipment; and (ii) Subscriber covenants not to bring claims against Doyle for economic or non-economic loss, business loss or interruption, consequential damages in contract or tort, data corruption or an inability to retrieve data, personal injuries, health conditions, or property damages sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, or water, regardless of whether or not such loss or damage was caused by or contributed to by Doyle's breach of contract or negligence unless, in each case, the damage or loss was caused by the gross negligence of willful misconduct of Doyle. Similarly, unless any loss or damage to Doyle was caused by the Subscribers gross negligence or willful misconduct, Doyle covenants not to bring claims against Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, or water, regardless of whether or not such loss or damage was caused by or contributed to by Subscriber's breach of contract or negligence unless, in each case, the damage or loss was caused by the gross negligence of willful misconduct of Subscriber.

4. Paragraph 20 is stricken and replaced with the following:

LIMITATION OF LIABILITY: Subscriber agrees that, except for Doyle's gross negligence and willful misconduct, should there arise any liability on the part of Doyle as a result of Doyle's breach of this contract, negligent performance to any degree, or negligent failure to perform any of Doyle's obligations pursuant to this Agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that Doyle's liability shall be limited to the sum of \$6,785 (being 1.5 times the cost of installation). Doyle agrees that, in all cases, the maximum liability of the Subscriber shall also not exceed \$6,785. The parties may mutually agree to change this number and acknowledge that this Agreement contains waivers and clauses that limit each party's liability, that limit the types of damages that may be recoverable or pursued by any party, and that allocate risks. The parties agree that each such clause is intended to be a separate application of risk and loss, intended to be severally and separately enforceable enforced. In addition, the parties agree that any limitations upon liability or damages do not apply when any party indemnifies the other for their reasonable attorneys' fees and costs, including for any costs of judicial litigation referred to in the Agreement (or any of its addendums).

5. Paragraph 21 is stricken and replaced with the following:

BREACH/ AGREEMENT TO MEDIATE/ LEGAL ACTIONS: In the event of a default in payment by Subscriber, Doyle shall be permitted to terminate any or all of its services, re-program or delete any programming (without relieving Subscriber of any obligation herein), or remove its equipment or deem it sold to and the exclusive property of Subscriber. Doyle shall give written notice of its election to terminate services, re-program or delete programming, and whether it will remove or convey its equipment in accordance with the notice requirements of this Agreement.

The prevailing party in any litigation is entitled to recover its legal fees from the other party, and each party may only bring claims in their individual jural capacity, and not as a party to, or member, of any class, nor in any mass or class action of any nature. However, prior to bringing any judicial claims, the parties agree to binding mediation in Ithaca, NY before a single mediator to be mutually chosen by the parties. In the event the parties do not agree upon a single mediator within 90 days of any notice from any party demanding mediation for any default, breach, or non-performance, or in the event the parties commence mediation and the same is not brought to an successful conclusion within 90 days of the first mediation session or hearing, either party may submit the claim to a NYS court with requisite jurisdiction that is a lawful and proper venue for such claim(s). In respect of mediation and any judicial proceedings, the parties agree that service may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address as set for the above, or at any other address that is given by proper notice under this Agreement. The parties waive trial by jury in any action between them (unless prohibited by law) and agree that any action must be commenced within one year of the accrual of the cause of action or it shall be barred.

6. Paragraph 26 is stricken and replaced with the following:

SECURITY INTEREST/ COLLATERAL: To secure Subscriber's obligations under this Agreement, Subscriber grants Doyle a security interest in the security equipment installed by Doyle. Upon approval of the form of filing and its terms, which approval shall not be unreasonably delayed or withheld, Doyle is authorized to file a UCC-1 financing statement covering such security equipment. Doyle shall promptly, and at no cost to Subscriber, satisfy, cancel, or terminate such security interest when paid in full, at the termination or expiration of this Agreement, or whenever the parties so agree, including by, but not limited to, the filing of a UCC-3.

7. A new Paragraph 29 is added as follows:

ADDITIONAL CLAUSES; COMPLIANCE: Each and every provision of law and clause required to be contained in this Agreement shall be deemed to have been inserted herein. This expressly includes the Iran Divestment Act of 2012 (codified in part at State Finance Law §165-a) and regulations, the OFAC rules and regulations of the US Department of the Treasury, and related federal laws and Executive Orders limiting certain acts and Agreements in commerce, and the NYS MacBride Fair Employment Principles Act and regulations. If any provision is required by law and not properly herein addressed, whether by mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such correction or insertion, and each party covenants to negotiate in good faith the immediate inclusion of any such clause or provision.

8. A new Paragraph 30 is added as follows:

PUBLIC WORKS; PREVAILING WAGES: This is an Article 8 and Article 9 Public Works Project subject to New York State Labor Law § 220 and § 222; Article I, § 17 of the State Constitution, and Executive Law §§ 291-299 covering prevailing wage schedules, overtime rules, dust hazards, affirmative action prohibitions against discrimination, equal opportunity employment and EEO Utilization Plan compliance. All prevailing wage and public works requirements shall apply to this Agreement. The PRC# for this job is 2025000008 - Town Hall Electronic Locks Project, and both that number and the applicable wage schedules can be obtained at www.labor.ny.gov. Doyle acknowledges receipt of the current and applicable prevailing wage schedule for this job, and agrees it is solely responsible to obtain any amended wage schedules when issued and make proper payments in accordance therewith and the rules of the NYS Department of Labor.

9. A new Paragraph 31 is added as follows:

EXECUTORY CLAUSE: In accordance with § 41 of the State Finance Law and like provisions of the Local Government Law and other laws affecting municipal obligations, the obligations of the Town hereunder shall be executory to the extent of monies appropriated or available to the Town for the implementation of this Agreement, and no liability shall be incurred by the Town beyond such monies so appropriated and made available. Neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or to become due under this Agreement. Neither this Agreement nor any representation by any of the Town's public officers or employees creates any obligation by the legislative body of the Town to appropriate or make monies available for the purposes of this Agreement.

10. The terms of this Addendum shall be and be deemed a part of the Agreement.

11. Except as is expressly amended or set forth above, the parties reaffirm all terms of the underlying Agreement and agree that, in the event of any ambiguity in terms, whether as written or as applied, this Addendum shall be given precedence. The parties further agree that interpretation or construction of the Agreement or this Addendum shall be based upon the language used or negotiated by any party, whether advancing, opposing, clarifying, or authoring any such ambiguous clause, provision, or term.

In agreement herewith, the parties have executed this Addendum to give it force and effect upon the same date as is set forth in or applicable to the Agreement.

DOYLE SECURITY SERVICES, INC.

TOWN OF LANSING

By: _____
Its: _____

By: _____
Ruth Groff, Town Supervisor

RESOLUTION APPROVING DOYLE SECURITY SERVICES CONTRACT FOR ACCESS CONTROL, CCTV, AND PANIC BUTTON INSTALLATION FOR DPW FACILITIES

RESOLUTION 26-

RESOLUTION APPROVING DOYLE SECURITY SERVICES CONTRACT FOR ACCESS CONTROL, CCTV, AND PANIC BUTTON INSTALLATION FOR DPW FACILITIES

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

WHEREAS, the Director of Public Works/Highway Superintendent was charged with exploring and finding a security company that could provide security and access control for the new Department of Public Works (DPW) facility and the former 1968 DPW building, and after reviewing options from NYS OGS and recognizing that this was a somewhat specialized service that merged goods and services given software recording and remote access monitoring, it was decided that not only is this project exempt from procurement requirements due to such specialized goods and services, but that it was none-the-less prudent to purchase off a bid list as that helps assure best quality and pricing, and achieves the goals of the Town's Procurement Policy and GML § 103; and

WHEREAS, after examining options, interviews, pricing, and the fact that the Town already has services provided by Doyle Security for access control, and it was and remains recommended that the Town contract with Doyle Security Services for this work; and

WHEREAS, Town Counsel has reviewed, negotiated, and updated the services and installation agreement, including to emplace therein all required clauses, from prevailing wage clauses to executory and compliance clauses, and the same has been reviewed and approved by the Director of Public Works/Highway Superintendent and Doyle Security Services, and the Town already has the required PRC Number for the DPW project (PRC#2025001247) so, upon a review of such services, such recommendations, and the terms of such agreement and addendum, the Town Board of the Town of Lansing has hereby

RESOLVED, that the contract and addendum with Doyle Security Services be and is hereby approved, and the Town Supervisor may execute the same by and for the Town of Lansing.



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 P: 315.479.5595 F: 315.428.1688 www.intivity.com

NYS Vendor# 1000008256

Remit to:
 Intivity
 106 Despatch Drive
 Suite 2
 East Rochester, NY 14445

Quotation 127761
 Quote Date 06/11/26
 Customer TOWLAN
 Terms 50% DEP NET 30 DAYS
 Account Representative Laura Moyer

Section 8, Item j.

Quote To

TOWN OF LANSING DEPT. PUBLIC
 WORKS
 10 TOWN BARN ROAD
 Lansing NY 14882

Ship To

MIKE MOSELEY
 TOWN OF LANSING DEPT. PUBLIC
 10 Town Barn Rd
 Highway Department
 Lansing NY 14882-9090

Phone +1 (607) 533-4328

moseley@lansingtownny.gov

Sales Location Intivity - Syracuse

INTS25-477_LANSING HD

STEELCASE PRICING PER NYS CONTRACT PC70281
 COE PRICING PER NYS CONTRACT #PC70220
 HON PRICING PER NYS CONTRACT# PC70286
 SITONIT PRICING PER NYS CONTRACT PC70272
 SAFCO OMNIA CONTRACT R24011

Description	Quantity	Unit Price	Extended Price
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BREAK ROOM

1	TS4WREC - 28 1/2" H Working Height Rectangle Table Size: Modular Depth: 36.00000 Width: 60.00000 Top Finish: Speckle HPL 2824 - SMOKE SPECKLE Base Type: Post Leg Base Finish: Textured Paint 7225 - SAND Caster or Glide Type: Glides STEELCA Tag For BREAK ROOM 36/60/28.5	12	513.42	6,161.04
2	TS7WKSPT48 - Reinforcing channel, 48W STEELCA Tag For BREAK ROOM RC	12	22.72	272.64
3	SC849 - 4-leg Stack Chair	48	112.14	5,382.72



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Quotation 127761
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Section 8, Item j.

Description	Quantity	Unit Price	Extended Price
3 Base Finish: Smooth Paint 4241 - Platinum Grey Shell Finish: Plastic - PG1 6336 - Jazz Caster or Glide: Nylon Glide SMITHSYST			
4 SMITH SYSTEMS FREIGHT CHARGE SMITHSYST	1	926.00	926.00
Sub Total			12,742.40
Total			12,742.40
CONFERENCE ROOM			
5 HTLC54192 - Preside 192Wx54D Rectangular Shaped Laminate Top Edge Option: .G: 2MM/Flat N: Mahogany Select Grommet: .G1: Cut Out For Pop Up Port Select Laminate: \$(L1STD): Grd L1 Standard Laminates .N: Mahogany HON Tag For CONFERENCE ROOM 54/192	1	1,269.91	1,269.91
6 HTTLEG192 - Preside Aluminum T leg for 192" Table Tops Select Base Color: \$(P1): P1 Paint Opts .P: Black HON Tag For CONFERENCE ROOM 29H	1	786.08	786.08
7 HQH5-P-3P1B - MhoB G1 Pop-up Port for IQ 3 AC/1 Blank Select Paint Color: .BLK: Black HON Tag For CONFERENCE ROOM HQH5-P-3P1B	3	210.48	631.44
8 HQJ3 - Interlink IQ Power Jumper 3ft	2	61.31	122.62



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Section 8, Item j.

Description	Quantity	Unit Price	Extended Price
8 HON Tag For CONFERENCE ROOM 3ft			
9 HQB - Interlink IQ Power Base In-Feed HON Tag For CONFERENCE ROOM BIF	1	291.70	291.70
10 1203.BK1.MB.B.AR6 - Hexy, Midback, Task Chair, Mesh Back, Basic Mech, Height/Width Adjustable Arms (4-way) Cylinder Height Option: CH1: Standard Cylinder FC1: Black Frame BT1: 5 Star Nylon Base BC1: Black Base CS5: Carpet Casters Hexy Mesh Back Colors: MC8: Navy Mesh Hexy Upholstered Seat Material Selection: US: Upholstered Seat FG1: Fabric/Vinyl Grade 1 DASH: Dash Color Selection MIDNIGHT: Dash Midnight Packaging Options: KD: Knocked Down SITONIT Tag For CONFERENCE ROOM 1203.BK1.MB.B.AR6	16	261.60	4,185.60
Sub Total			7,287.35
Total			7,287.35

PLAN/FILE ROOM

11 H683 - Brigade 600 Series Lateral File 36W 3-Drawer Lock Opts: .L: Standard Random Key Lock Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON	4	657.64	2,630.56
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Section 8, Item j.

Description	Quantity	Unit Price	Extended Price
11 Tag For PLAN/FILE ROOM 18x36x39			
12 HSISLAUTNPB7236S1 - Islds Top 36Dx72W Span 1 Laminate Grade Options: \$(L1STD): Grd L1 Standard Laminate .N: Mahogany Select Edgeband Color: .N: Mahogany HON Tag For PLAN/FILE ROOM 72/36-S1	1	342.34	342.34
13 HF23B - Black Removable Lock Core Kit Select Key Number: .X101E: 101E HON Tag For PLAN/FILE ROOM HF23B	4	20.31	81.24
Sub Total			3,054.14
Total			3,054.14
SHARED OFFICE			
14 HETP6572FP - Tackable Panel w/o TC 65H x 72W Fabric Selection: \$(A): Grd A Fabric .APN: Appoint 27: Jet Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For SHARED OFFICE 72/65	2	267.15	534.30
15 HETC72 - Panel Top Cap 72"W Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON	2	41.26	82.52



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Section 8, Item j.

Description	Quantity	Unit Price	Extended Price
15 Tag For SHARED OFFICE TC72			
16 HEFEC65P - Panel Finished End Covers 65H Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For SHARED OFFICE 65E	2	26.45	52.90
17 HEWS65P - Wall Starter Kit for Panels 65H Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For SHARED OFFICE 65W	2	42.58	85.16
18 H38935 - 38000 72"W 30"D 29-1/2"H Modular Desk Shell Select Laminate: \$(L1STD): Grd L1 Standard Laminates .N: Mahogany Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For SHARED OFFICE 30/72	4	727.89	2,911.56
19 H38949R - 38000 Series Return Right 42"W 24"D 29-1/2"H Select Laminate: \$(L1STD): Grd L1 Standard Laminates .N: Mahogany Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For SHARED OFFICE 24/42	2	485.78	971.56
20 H38950L - 38000 Series Return Left 42"W 24"D 29-1/2"H Select Laminate:	2	485.78	971.56



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Section 8, Item j.

Description	Quantity	Unit Price	Extended Price
20 \$(L1STD): Grd L1 Standard Laminates .N: Mahogany Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For SHARED OFFICE 24/42			
21 H36723R - Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H Select Lock Option: .L: Lock Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For SHARED OFFICE BBF	4	247.84	991.36
22 H519495 - 10500 Series Dbl-Rail Hanging File Rack HON Tag For SHARED OFFICE H519495	4	15.08	60.32
23 HPTCC2-T1UM - Altern Custom Task Chair Mesh Mid-Back Select Frame: .BLK: Black Fabric Uph: \$(1): Grade 1 Uph .UR: Contourett 96: Ocean HON Tag For SHARED OFFICE HPTCC1-T1UM	4	240.55	962.20
24 HF23B - Black Removable Lock Core Kit Select Key Number: .X107E: 107E HON Tag For SHARED OFFICE HF23B	1	20.31	20.31



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Description	Quantity	Unit Price	Extended Price
Sub Total			7,643.75
Total			7,643.75
25 HF23B - Black Removable Lock Core Kit Select Key Number: .X108E: 108E HON	1	20.31	20.31
26 HF23B - Black Removable Lock Core Kit Select Key Number: .X109E: 109E HON	1	20.31	20.31
27 HF23B - Black Removable Lock Core Kit Select Key Number: .X110E: 110E HON	1	20.31	20.31
28 50046 - 36" Hanging Clamp, 6 per carton SAFCO	8	268.92	2,151.36
29 5016 - Pivot Wall Rack w/12 Pivot Brackets SAFCO	4	295.89	1,183.56
30 OSSN6009F - Duo 2-in-1 Stacking Chair Select Arm Option: W: With Arm CAS: Caster COEDISTRIB	20	223.93	4,478.60
31 H38935 - 38000 72"W 30"D 29-1/2"H Modular Desk Shell Select Laminate: \$(L1STD): Grd L1 Standard Laminates .N: Mahogany Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For ADDITIONS 30/72	4	727.89	2,911.56
32 H38949R - 38000 Series Return Right 42"W 24"D 29-1/2"H Select Laminate:	2	485.78	971.56



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 P: 315.479.5595 F: 315.428.1688 www.intivity.com

NYS Vendor# 1000008256

Remit to:
 Intivity
 106 Despatch Drive
 Suite 2
 East Rochester, NY 14445

Quotation 127761
 Page 8 / 14 (cont'd)

Section 8, Item j.

Description	Quantity	Unit Price	Extended Price
32 \$(L1STD): Grd L1 Standard Laminates .N: Mahogany Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For ADDITIONS 24/42			
33 H38950L - 38000 Series Return Left 42"W 24"D 29-1/2"H Select Laminate: \$(L1STD): Grd L1 Standard Laminates .N: Mahogany Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For ADDITIONS 24/42	2	485.78	971.56
34 H36723R - Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H Select Lock Option: .L: Lock Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For ADDITIONS BBF	4	247.84	991.36
35 H519495 - 10500 Series Dbl-Rail Hanging File Rack HON Tag For ADDITIONS H519495	4	15.08	60.32
36 HPTCC2-T1UM - Altern Custom Task Chair Mesh Mid-Back Select Frame: .BLK: Black Fabric Uph: \$(1): Grade 1 Uph .UR: Contourett	4	240.55	962.20



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Quotation 127761
 Page 9 / 14 (cont'd)

Section 8, Item j.

Description	Quantity	Unit Price	Extended Price
36 96: Ocean HON Tag For ADDITIONS HPTCC2-T1UM			
37 HTLD48 - Preside 48"Round Shaped Laminate Top Edge Option: .G: 2MM/Flat N: Mahogany Select Grommet: .N: No Grommets Select Laminate: \$(L1STD): Grd L1 Standard Laminates .N: Mahogany HON Tag For ADDITIONS 48	1	283.11	283.11
38 HTFXL29 - Preside 29.5H X-Base for 48 & 60 Tops Paint Selection: \$(P1): P1 Paint Opts .S: Charcoal HON Tag For ADDITIONS 29H	1	310.06	310.06
39 HF23B - Black Removable Lock Core Kit Select Key Number: .X105E: 105E HON Tag For ADDITIONS HF23B	1	20.31	20.31
40 HF23B - Black Removable Lock Core Kit Select Key Number: .X102E: 102E HON	1	20.31	20.31
41 HF23B - Black Removable Lock Core Kit Select Key Number: .X103E: 103E HON	1	20.31	20.31



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 Page 10 / 14 (cont'd)

Section 8, Item j.

Description	Quantity	Unit Price	Extended Price
42 HF23B - Black Removable Lock Core Kit Select Key Number: .X104E: 104E HON	1	20.31	20.31
43 RDI - Delivery and Installation of Above Product During Normal Business Hours, Non-prevailing Wage. See Attached Terms and Conditions ***** Does not include: -Removal and Disposal of existing furniture -Services of an electrician or data -Stair Carry INTIVITY	1	8,713.68	8,713.68
44 RDI - Installation of Above Product During Normal Business Hours, Prevailing Wage. See Attached Terms and Conditions ***** Does not include: -Removal and Disposal of existing furniture -Services of an electrician or data -Stair Carry INTIVITY	1	3,884.00	3,884.00
Quotation Totals			
Sub Total			58,742.74
Grand Total			58,742.74



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Quotation 127761
 Page 11 / 14 (cont'd)

Section 8, Item j.

Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
	Select Arm Option	Caster	No Image Available
	Select Frame	Black	No Image Available
	Select Paint Color	Black	No Image Available
	Select Grommet	Cut Out For Pop Up Port	No Image Available
	Lock Opts	Standard Random Key Lock	No Image Available
	Select Lock Option	Lock	No Image Available
	Select Edgeband Color	Mahogany	No Image Available
	Select Laminate	Mahogany	No Image Available
	Laminate Grade Options	Mahogany	No Image Available
	Select Grommet	No Grommets	No Image Available
	Select Base Color	Black	No Image Available
	Paint Selection	Charcoal	No Image Available
	Select Paint Color	Charcoal	No Image Available
	Select Key Number	101E	No Image Available
	Select Key Number	102E	No Image Available
	Select Key Number	103E	No Image Available
	Select Key Number	104E	No Image Available
	Select Key Number	105E	No Image Available
	Select Key Number	107E	No Image Available
	Select Key Number	108E	No Image Available
	Select Key Number	109E	No Image Available
	Select Key Number	110E	No Image Available
	Fabric Selection	Jet	No Image Available
	Fabric Uph	Ocean	No Image Available
	Edge Option	Mahogany	No Image Available
	Cylinder Height Option	Carpet Casters	No Image Available
	Packaging Options	Knocked Down	No Image Available
	Hexy Mesh Back Colors	Navy Mesh	No Image Available
	Hexy Upholstered Seat Material Selection	Dash Midnight	No Image Available
	Base Finish	4241 - Platinum Grey	No Image Available
	Shell Finish	6336 - Jazz	No Image Available



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Section 8, Item j.

Table	Top Finish	2824 - SMOKE SPECKLE
	Base Finish	7225 - SAND



Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.



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Quotation 127761
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Section 8, Item j.

STANDARD TERMS AND CONDITIONS

Prices

Prices quoted are effective for 10 days. Prices quoted include one-time delivery and installation to one location, unless specified separately on the quotation. First Order requires a 50% Deposit before order placement. Subsequent orders \$10,000 or above will require a 50% deposit before order placement.

Buyer shall pay any and all state and local sales tax unless a tax-exempt certificate is provided at time of order placement. Additionally, Buyer shall pay any applicable fuel and/or commodity surcharges in effect at order placement.

Acceptance

A written purchase order will be required to initiate all orders. The purchase order shall contain quantity, model numbers and finishes of all furniture required. In the instance that Buyer's company does not issue purchase orders, a signed copy of the quotation along with a signed copy of these terms and conditions will be required. The Buyer acknowledges by signing these terms and conditions that all model numbers and finishes have been reviewed and approved by the buyer. Where applicable, a signed copy of the Buyer's furniture plan will also be required.

Cancellations/Changes

Cancellations for non-quick ship products must be in writing and cannot be accepted after three days from date of order. If return is approved by the manufacturer, a minimum charge of 50% may be imposed for all approved cancellations, plus any handling and freight charges back to the warehouse or factory. Quick ship or custom products may not be canceled.

Our order confirmation is final and binding, and any subsequent changes are subject to our ability to conform, and are dependent upon factory approval. All requests for changes in quantity or specifications shall be delivered to the Seller in writing.

Delivery & Installation

Deliveries and installations are performed from 8:00 AM TO 5:00 PM, Monday through Friday. The Buyer will be responsible for any overtime fees for work performed at their request. When Buyer requires delivery outside our service area (50 mile radius) additional charges will apply. If Buyer is not available at time of delivery, Buyer will be charged for any down time.

If the client requires or asks for a direct shipment from the factory, the client is responsible for having the building in a proper climate controlled environment. All necessary elevators should be in working order and the building is secured and a safe working area. The title for the product passes to the client upon delivery of the product to their facility. If there is freight damage, Intivity, Inc. must be notified within 24 hours with a copy of the noted damage on the bill of lading paperwork, as well as photos of the damage.

Delivery dates are based on manufacturers lead times and will be scheduled after all products are received at our facility. We shall make every effort to deliver furniture within Buyer's desired delivery requirements. Should multiple deliveries be requested, we will perform these at Buyer's expense. Should the delivery date be extended based on customers request beyond 14 days, additional labor fees will be applied to un-carton and inspect products for potential freight damage.

If trade regulations in force at the time of installation require the use of tradesmen other than our own installation personnel, Buyer will pay all resulting additional charges.

Installations will be completed based upon the furniture layout the Buyer has authorized. Any deviation will result in additional charges.

If the original installation date is changed per customer request additional charges may apply, including labor fees to double handle product from a direct shipment.

Site Conditions

The job site shall be clean and ready for installation. Buyer will provide electricity, heat, hoisting, and/or elevator service at no charge. Additional labor due to site conditions, (i.e. moving of existing furniture, debris from other trades, and presence of other trades working concurrently) will be performed at an additional charge.



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Quotation 127761
Page 14 / 14 (cont'd)

Section 8, Item j.

Storage & Special Packaging/Handling

When the Buyer delays delivery and installation, the Buyer will provide safe and adequate storage space. If the space provided is inadequate, requiring excessive sorting or movement, Buyer will reimburse for such excess cost. When adequate storage space is not available, we will provide such storage for a fee starting 10 business days from the original scheduled delivery/installation date.

<u>Order size</u>	<u>Storage rates</u>
\$1-\$5,000	\$75 per month
\$5,001-10,000	\$150 per month
\$10,001-19,999	\$300 per month
\$20,000 & over	Too be quoted at \$2.25 per sq. ft.

Title and risk of loss or damage shall pass to the Buyer upon delivery to Buyer's designated location. If Buyer is unable to take delivery then upon placement into storage the title and risk of loss or damage passes to the buyer.

Any special handling or packaging requests will be subject to an additional charge.

Invoicing

Orders will be invoiced as delivered. Payment is due in full within thirty days from date of invoice, except for any unfulfilled line items,

which can be withheld until work is completed. A 2% per month service charge will be added for invoices unpaid after 30 days from date of invoice. When the Buyer delays delivery and installation of furniture, we will invoice the Buyer according to the original scheduled delivery/installation date. We will invoice for storage of furniture until delivery is completed.

General Liability

No liability shall accrue against the seller as a result of any breach of these terms and conditions resulting from any strike, lockout, work stoppage, accident, Act of God, or other delay beyond Seller's control.

Terms and Conditions of Acceptance to Govern

Terms and conditions of the acceptance shall apply to and govern Buyer's order, and in case of any inconsistency between said terms and conditions and the provisions of the Buyer's order, the former shall prevail.

Customer Company Name

Customer Approval Signature

Date

RESOLUTION APPROVING PURCHASE OF FURNITURE FOR NEW DEPARTMENT OF PUBLIC WORKS BUILDING

RESOLUTION 26-

RESOLUTION APPROVING PURCHASE OF FURNITURE FOR NEW DEPARTMENT OF PUBLIC WORKS BUILDING

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

WHEREAS, in August 2024, the Town of Lansing approved a budget for the new Department of Public Works (DPW) building, which included a budget line of \$100,000 for Furniture, Fixtures, and Equipment for the facility; and

WHEREAS, the Town requested a quote from Intivity, utilizing the OMNIA Partners bid list; and

WHEREAS, the furniture has been chosen for the new facility, and Quotation #127761 has been received from Intivity with pricing in the amount of \$58,742.74; and

WHEREAS, upon and after due deliberation upon this matter, the Town Board of the Town of Lansing has determined as follows, and now be it therefore

RESOLVED, that the Town Board approves moving forward with the purchase of the furniture and fixtures for the new DPW building; and it is further

RESOLVED, that the Highway Superintendent/Director of Public Works be and hereby is authorized to sign for the purchase of the furniture itemized in Quotation #127761 from Intivity in the amount of \$58,742.74.

Change Order No. 1

Date of Issuance: 5/19/2026

Effective Date: 6/10/2026

Project: 2025 Roof Replacement	Owner: Town of Lansing	Owner's Contract No.:
Contract: General Construction		Date of Contract: April 6, 2026
Contractor: Onrho Home Improvement Corp.		Engineer's Project No.: E25-01

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change in Work:

ITEM 3: Unit Price Work for Owner Authorized Substrate Repair, as described in Specification Section 073000: Extent of unforeseen damage to the existing substrate on the Lansing Community Center roof requiring replacement is 1,440 square feet. The estimated allowance in the Bid is 375 square feet. The additional substrate replacement is 1,065 square feet. Per the unit price bid for this item, the increase in price for Item 3 is \$10,650.

Revisions to Drawings:

N/A

Attachments (list documents supporting change):

Drone imagery of replaced substrate on the Lansing Community Center roof.
Contractor Change Order Request dated *May* 19, 2026

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$80,740.80

Change in contract price from previously approved Change Orders N/A to No. N/A:

\$N/A

Contract Price prior to this Change Order:

\$80,740.80

Increase of this Change Order:

\$10,650.00

Contract Price incorporating this Change Order:

\$91,390.80

Original Contract Times:

Working days Calendar days

Substantial completion (days or date): 60 days
Ready for final payment (days or date): 15 days

Change in contract time from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): N/A
Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A
Ready for final payment (days or date): N/A

Change in contract time from this Change Order:

Substantial completion (days or date): N/A
Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 60 days
Ready for final payment (days or date): 15 days

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: June 10, 2026

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

2025 Roof Replacement Project – Lansing Community Center Roof
May 19, 2026



2025 Roof Replacement Project – Lansing Community Center Roof
May 19, 2026



2025 Roof Replacement Project – Lansing Community Center Roof
May 19, 2026





Onrho Home Improvement Corp.
 2286 Sedgwick Ave Suite 3
 Bronx, NY 10468
 Tel: 929-288-5440

CHANGE ORDER REQUEST NO. 1

Additional Substrate Repair - Lansing Community Center

Project	Town of Lansing - 2025 Roof Replacement Project
Location	Lansing Community Center
Attention	Eng. David Herrick
CC	Patrick Tyrrell
Submitted By	Onrho Home Improvement Corp.
Date	May April 19, 2026

Request Summary

As part of the ongoing roof replacement operations at the Lansing Community Center project, additional deteriorated roof substrate conditions were identified during demolition and field inspection activities.

Per field review, project coordination, and authorization provided during construction operations, approximately forty-five (45) sheets of plywood substrate replacement were required in order to provide a safe, structurally sound, and proper roofing substrate installation in accordance with the project specifications and contract requirements.

In accordance with Specification Section 07 30 00 - Asphalt Shingle Roof and the Contract Bid Form, substrate repair work is to be compensated based upon the established unit price allowance for authorized substrate repair quantities.

Quantity and Cost Summary

Description	Quantity / Amount
Plywood sheets replaced	45 sheets
Square footage per sheet	32 SF
Total substrate repair area	1,440 SF
Contract allowance quantity	375 SF
Additional quantity beyond allowance	1,065 SF
Contract unit price	\$10.00 per SF
Additional amount requested	\$10,650.00

Supporting Documentation

Photos and field documentation supporting the substrate conditions and repairs performed are available and may be provided for project records, review, and verification purposes.

This Change Order Request No. 1 is respectfully submitted for review and consideration in accordance with the contract unit price provisions for authorized substrate repair work.

Thank you for your attention, coordination, and continued support throughout the progress of this project.

Respectfully submitted,

Cesar Estepan
Onrho Home Improvement Corp.
2286 Sedgwick Ave Suite 3
Bronx, NY 10468
Tel: 929-288-5440

RESOLUTION TO AUTHORIZE THE TOWN SUPERVISOR TO SIGN CHANGE ORDER NO. 1 FROM ONRHO HOME IMPROVEMENT CORP.

RESOLUTION 26-

RESOLUTION TO AUTHORIZE THE TOWN SUPERVISOR TO SIGN CHANGE ORDER NO. 1 FROM ONRHO HOME IMPROVEMENT CORP.

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

WHEREAS, the contractor, Onrho Home Improvement Corp., was awarded the bid to replace the roofs on the Community Center and the Schoolhouse, with the work commencing in April, 2026; and

WHEREAS, on May 19, 2026, Onrho submitted a Change Order request, stating that “as part of the ongoing roof replacement operations at the Lansing Community Center project, additional deteriorated roof substrate conditions were identified during demolition and field inspection activities;” and

WHEREAS, “per field review, project coordination, and authorization provided during construction operations, approximately forty-five (45) sheets of plywood substrate replacement were required in order to provide a safe, structurally sound, and proper roofing substrate installation in accordance with the project specifications and contract requirements;” and

WHEREAS, the additional 1,065 SF of plywood cost \$10.00 per SF, Change Order No. 1 was submitted in the amount of \$10,650.00; and

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

RESOLVED, to authorize the Town Supervisor to sign Change Order No. 1 from Onrho Home Improvement Corp.

**RESOLUTION TO CREATE AND RECLASSIFY CODE POSITIONS
IN THE CIVIL SERVICE POSITION LISTING**

RESOLUTION 26-

**RESOLUTION TO CREATE AND RECLASSIFY CODE POSITIONS
IN THE CIVIL SERVICE POSITION LISTING**

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

WHEREAS, the Town of Lansing established compliance under the New York State Civil Service Agency to qualify employment positions in the Town of Lansing in accordance with Section 22 of Civil Service Laws, Rules and Regulations; and

WHEREAS, the Town currently has two Code Enforcement positions titled Zoning/Code/Fire Enforcement Officer and Code Enforcement Officer; and

WHEREAS, the Town has the desire to simplify titles by reclassifying the Zoning/Code/Fire Enforcement Officer position to a Senior Code Enforcement Officer and utilize the already approved Civil Service job description; and

WHEREAS, to allow for options during recruitment, the Town will create an additional Code Enforcement Officer position; now therefore be it

RESOLVED, the Town Board of the Town of Lansing does hereby establish the following positions in accordance with the applicable New York State and Tompkins County Civil Service rules:

1. The following positions are established and are positions in the competitive class pursuant to Section 44 of the Civil Service Law:
 - (a) (one additional) – Code Enforcement Officer
 - (b) (one) – Senior Code Enforcement Officer

And be it further

RESOLVED, the Town Board does hereby approve the Sr. Code Enforcement Officer job description as created and monitored by Tompkins County Civil Service; and be it further

RESOLVED, the Bookkeeper to the Supervisor shall include said positions in the Town of Lansing's Organizational Chart, Civil Service Position Listing and include Sr. CEO position in the GG class on the Office Staff Classification Listing; and be it further

RESOLVED, the current Zoning/Code/Fire Enforcement Officer position becomes obsolete when it becomes vacant and at that time will be removed from the Organizational Chart, Office Staff

Classification Listing, and the organizational resolution establishing the standard work hours as required for determination of retirement benefits.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORT

RESOLUTION 26-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORT

The Supervisor submitted her monthly report for the month of May 2026, to all Board Members and to the Town Clerk. The Supervisor's Report was reviewed by Councilperson Judy Drake. The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Judy Drake. The Supervisor's Report 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 # 006

TOWN OF LANSING				
Abstract # 006				06/15/2026
Summary by Fund				13:19:44
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	6,215.87	219,101.59	225,317.46
B	GENERAL FUND OUTSIDE VILLAGE	445,176.48	57,650.08	502,826.56
DA	HIGHWAY FUND TOWNWIDE		69,135.90	69,135.90
DB	HIGHWAY FUND OUTSIDE VILLAGE	204.39	59,238.43	59,442.82
HG	DPW FACILITY PROJECT	230.73	53,376.05	53,606.78
SL1-	LUDLOWVILLE LIGHTING DISTRICT	121.75		121.75
SL2-	WARREN ROAD LIGHTING DISTRICT	807.13		807.13
SL3-	LAKEWATCH LIGHTING DISTRICT	1,346.23		1,346.23
SS1-	WARREN RD SEWER	241.65	7,955.06	8,196.71
SS3-	CHERRY ROAD SEWER DISTRICT	24.31	643.73	668.04
SW	LANSING WATER DISTRICTS	2,778.90	67,940.76	70,719.66
TA	TRUST & AGENCY	7,292.96	79,797.08	87,090.04
Total:		464,440.40	614,838.68	1,079,279.08

CONSOLIDATED ABSTRACT # 601

TOWN OF LANSING

**Abstract # 601
Summary by Fund**

06/15/2026
13:20:19

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE		181,806.41	181,806.41
B	GENERAL FUND OUTSIDE VILLAGE		11,390.25	11,390.25
HG	DPW FACILITY PROJECT		946,855.22	946,855.22
Total:			1,140,051.88	1,140,051.88

Budget Modifications for June 17th, 2026 Town Board Meeting

**General
Townwide - A
Fund
June 17th, 2026**

FROM	TO	FOR	AMOUNT	
A599 (Appropriated Fund Balance)	A1420.420 (Attorney - Litigation)	To cover year to date legal expenses from FLX Strong in excess of budgeted amount	\$ 53,166.94	Total Fund Balance to be Used

**General Part
Town - B Fund
June 17th, 2026**

FROM	TO	FOR	AMOUNT	
B599 (Appropriated Fund Balance)	B1420.401 (Attorney/Legal - Zoning Board)	To cover year to date legal expenses in excess of budgeted amount	\$ 7,314.11	
B599 (Appropriated Fund Balance)	B1420.402 (Attorney/Legal - Planning Board)	To cover year to date legal expenses in excess of budgeted amount	\$ 43,606.62	
B599 (Appropriated Fund Balance)	B1440.402 (Engineering - Planning Board)	To cover year to date engineering expenses in excess of budgeted amount	\$ 2,771.38	Total Fund Balance to be Used
			\$ 53,692.11	

B8020.100 (Director of Planning)	B8020.400 (Planning Board - Contractual)	To move \$\$ from personal services line to contractual, to cover MRB expenses in absence of a director of planning	\$ 16,908.61
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RESOLUTION APPROVING THE STANDARD WORK DAY AND REPORTING FOR ELECTED AND APPOINTED OFFICIALS

RESOLUTION 26-

RESOLUTION APPROVING THE STANDARD WORK DAY AND REPORTING FOR ELECTED AND APPOINTED OFFICIALS

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

WHEREAS, the Town Board of the Town of Lansing needs to establish and report the standard work day for elected and appointed officials; and

WHEREAS, effective August 12, 2009, each elected or appointed official who is enrolled in the NYS Retirement System, must prepare a record of work-related activities for three consecutive months within 150 days of the start of a new term or appointment; and

WHEREAS, the log must contain a daily detail of hours worked and duties performed that are directly related to the elected or appointed position, including official duties performed outside normal business hours; and

WHEREAS, by certifying that a previously submitted three-month log is still representative of time worked, officials elected or appointed to new terms will not have to keep a new log for up to eight years. If an official who believes their initial three-month log is not representative of the average number of hours worked, he or she may submit a new record of activities for an alternative three-month period; and

WHEREAS, the Legislative Clerk must retain each record of activities for a period of at least thirty years and provide full and complete copies to the Office of the State Comptroller upon request; and

WHEREAS, the Resolution must be adopted at the first regular meeting held after the first 180 days of a new term, or whenever a new elected or appointed office is established; and

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

RESOLVED, that the Town Board of the Town of Lansing hereby adopts the New York State Comptroller Form RS 2417-A as the Official Form Approving Standard Work Day and Reporting Resolution for Elected and Appointed Officials:

Office of the New York State Comptroller
NYSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001
Please type or print clearly
in blue or black ink

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code
3 0 2 2 4

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A
(Rev.12/23)

BE IT RESOLVED, that the Town of Lansing / 30224 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

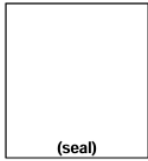
Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Judy Drake			Councilperson	1/1/26-12/31/28	6	4.67	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>
Joseph Wetmore			Councilperson	1/1/26-12/31/28	6	7.53	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Deborah K Munson, secretary/clerk of the governing board of the Town of Lansing, of the State of New York,

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the ___ day of ___, 20___ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the ___ on this ___ day of ___, 20___.

Affidavit of Posting: I, ___ being duly sworn, deposes and says that the posting of the Resolution began on ___ and continued for at least 30 days. That the Resolution was available to the public on the: ___
 Employer's website at: www.lansingtwnny.gov
 Official sign board at: _____
 Main entrance Secretary or Clerk's office at: 29 Auburn Road, Lansing, NY Page 1 of 1 (for additional rows, attach a RS 2417-B form.)



BE IT FURTHER RESOLVED, that the Town Clerk post the New York State Comptroller Form (RS 2417-A) for a minimum of 30 days on Employer's Public Website; and

BE IT FURTHER RESOLVED, that the Town Bookkeeper file a Certified Copy of the Standard Work Day and Reporting Resolution (RS 2417-A) and an Affidavit of Posting with the New York State Comptroller's Office within 15 days after the posting period has ended.

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 June 17, 2026.

**Judy Drake
Town Board Member Report
June 2026**

Capital Improvement Committee - no meeting

Lansing Business Alliance - May 26, 2026 – cancelled

Lansing Fire Commissioners- June 2, 2026

Calls for month: Fire: 49 EMS: 64 No Response = 0 Total Calls: 113 Total Calls for Year: 554

Boat was put into lake for the season and was called out for a brush fire across the lake. Fire Department will be providing truck and large flag for 250th event, trucks in parade and have an informational table.

Personnel Management Committee – May 26, 2026

See draft notes.

Additional work:

Director of Planner – attended interviews of two candidates. Recommendation to offer position to Nathaniel. Committee recommended moving forward with Planner recruitment.

Administrative Assistant I- Planning & Codes Department – reviewed applications with Ruth and Mary Ellen. Interviews have been scheduled for June 12th and 15th. Interviewers: Ruth, Mary Ellen, Judy, Nathaniel, Kelly and Heather.

Maintenance Supervisor- Position is vacant so it was decided to move forward with a recruitment. On June 2nd attended follow up meeting with Ruth, Mary Ellen, Mikey and Pat to review and clarify elements like hours, budget account review and management, reporting structure and responsibilities.

Parks & Recreation- DPW Local Law- second part to above June 2nd meeting was to review questions regarding changes for MEO and Laborer moving into a dedicated Parks crew under DPW. Included Lansing Highway Association implications, work shifts, and reporting structure. It was recommended that the Local Law process move forward with an effective date of 1/1/2027 to allow for transition discussions and planning.

Met with Mikey on May 28th for a tour of the DPW Facility.

Parks, Trails -Working Group – May 28, 2026

Attended meeting to hear an update on Greenway master plan and Myers Road walkway. Committee discussed a letter to go to residence that land affronts the Myers Road walkway.

Ag Committee – no meeting

Lansing Zoning Board of Appeals- June 10, 2026-

Area Variance: granted

Project Description: The applicant has applied for an Area Variance for a sign installed at 13 Waterwagon Road. The applicant is seeking relief from Town of Lansing Zoning Law § 210-6 to build two 30 square foot signs where commercial signs are not to exceed 18 square feet. This project is located in the R2 zoning district.

ZBA Comments: if this was in a Commercial Zone there would not be the need for a variance. Should ZAC consider a change in zoning for this location as it has been agricultural and commercial for several years.

- Reviewed with ZBA items on the next Town Board agenda, status of the ZAC work and update on staffing.

250th Celebration-June 2, 2026

Working with others on the Tabling Vendors. Volunteered to have a Town of Lansing table.

**Ruth Groff
Supervisor Report
June 2026**

My job envelops all aspects of town business, engaging with taxpayers, overseeing day-to-day administration, meetings with external organizations and internal committees, personnel issues, and coordinating the Town Board meeting agenda with the Town Clerks.

I continued to oversee the Planning Department, relying on the professional input from MRB Group and current staff, until June 8, when Nathaniel Rogers assumed the role of Director of Planning.

In coordination with Colliers Engineering & Design, I continue to fulfill certain grant requirements for the Zoning Update grant from the New York Department of State.

I have been a member of the negotiating team for the Yellow Barn Solar (YBS) project, with guidance from Matt Eldred at the law firm of Harter, Secrest, & Emery. Matt has a state-wide reputation of being one of the best attorneys specializing in energy. Together with Joseph Wetmore and the Mayor of the Village of Groton, we are in the final stretch of the process with YBS and the New York State Office of Renewable Energy Sitings (ORES), but there have been no updates since last month.

May 19, 10:30 AM: NYSEG Ithaca Division Community Leaders Meeting

- Meeting was led by NYSEG and Rochester Gas & Electric (RG&E) CEO, Trish Nilsen. She briefed the stakeholders on various business updates occurring in the Company's Ithaca Division service area. The question was asked about any increase in rates due to data centers in the state, but we were told that those would not affect our rates. I have the information packet in my office, if anyone cares to see it.

May 19, 1:00 PM: Ithaca Tompkins County Transportation Council Joint Policy/Planning Committee Meeting

- Nathaniel joined me in attending this meeting at Transit Center, 737 Willow Ave., Ithaca. Agenda items, primarily administrative in nature, included TIP (Transportation Improvement Program) project amendments and other project updates. The interactive Transportation Construction Project Map, which is an interactive GIS online map that identifies roadway construction sites around the county for current year data only. The map is a pilot, so they are asking for feedback from members and the public. The link to the map: <https://www.tompkinscountyny.gov/All-Departments/Ithaca-Tompkins-County-Transportation-Council/Tompkins-County-Interactive-Transportation-Project-Map-2026>

May 20, 10:00 AM: Code Revision Committee

- The committee began discussions on the creation of a Noise Law for Lansing. Guy Krogh had prepared a standard template for the committee to use as a starting point for these discussions.

May 20, 3:30 PM: Zoning Advisory Committee

- The consultants updated the committee on the results so far from the community survey. After that, we had just started another discussion when the meeting was cut short by a fire alarm. There was no fire, just a false alarm.

May 21, 10:00 AM: Monthly Construction Manager Update

- Monthly review of the Department of Public Works (DPW) project with the Construction Manager from LeChase Construction Services. The project is still under budget and within a week or two of schedule.

May 26, 8:00 AM: Personnel Management Committee

- Issues discussed: Clothing Allowance policy; staffing updates; Social Media policy; and the role of the Personnel Management Committee.

June 2, 10:00 AM: Monthly Check-in Meeting with Representative from the State’s Smart Growth Program

- Joseph Wetmore and I, along with consultants from Colliers Engineering, met with Allison Bodine, Revitalization Specialist with New York Department of State, for a monthly check-in meeting as a requirement of the Smart Growth grant under which the Zoning Update Project is funded. The consultants from Colliers mostly updated Allison on the community survey, meeting with the committee last month, and expectations for future meetings and actions.

June 2, 2:00 PM and 3:15 PM: Interviews with candidates for Director of Planning

- The interview committee, consisting of me, Judy Drake, Mary Ellen Albrecht, Dean Shea, and Shaun Logue (MRB Group), interviewed two candidates for the position of Director of Planning. The committee agreed to offer the position to Nathaniel Rogers, the current Planner for the Town of Lansing. We have already placed a job posting for the Planner position to replace Nathaniel.

June 4, 1:00 PM: Kickoff Meeting with Principals from Delaney for Fee Rate Update Project

- Nathaniel Rogers, Scott Russell, Heather Dries, and I met with Joe and Mary Delaney to get an understanding of the information they need from us regarding pay rates, hours spent on certain tasks, and answering questions about the processes within the Codes and Planning department.

June 4, 3:45 PM: Bolton Point (BP) Budget and Finance Committee

- The financials were consistent with prior year at the same time with no remarkable activity.

June 4, 4:00 PM: Bolton Point (BP) Commissioners Meeting

- The Commissioners approved the May minutes, then heard reports from the Production Manager, Distribution Manager, Finance Manager, Human Resources Manager, and General Manager. The Production and Distribution Managers shared lists of current projects: Lead and copper sampling, lead service line replacements, water main replacements, etc. The General Manager told of events that he and/or his staff participated in, as well as upcoming professional events that BP attends or participates in.

June 9, 8:00 AM: Meeting with Directors of Department of Public Works (DPW) and Parks and Recreation

- Mary Ellen Albrecht, Judy Drake, and I met with Mike Moseley and Patrick Tyrrell to discuss the newly created position of Maintenance Supervisor. We discussed the lessons learned from the previous employee in that position and we worked out such details as hours of work, reporting responsibilities, communication, etc.

June 9, 1:00 PM: Water, Sewer, and Stormwater Committee (WSSC)

- The monthly WSSC meeting was attended by Mike Moseley, Guy Krogh, David Herrick, Greg Weatherby (Bolton Point), and me. Topics discussed: Sewer District 1 revisions that were received from the Young’s engineer; update on Farrell Road pump station generator; update on Brickyard Road and Buck Road water main replacement; and a resident’s outside user application.

June 12 and June 15: Interviews with candidates for Administrative Assistant for Codes

- We interviewed six candidates for the newly created Administrative Assistant position in the Planning and Code Enforcement Department.

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 – _____