



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, September 18, 2024
6:30 PM

AGENDA

SUBJECT TO CHANGE

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

VIEW THE MEETING LIVE - TOWN OF LANSING YOUTUBE CHANNEL

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

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Hearing - Spectrum Franchise Agreement**
 - a. Motion to Open/Close
5. **Resolutions**
 - a. Resolution to Approve the Cable Franchise Agreement Between Town of Lansing and Spectrum Northeast, LLC
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. **Department Reports**
 - a. **Highway Report** – Mike Moseley
 - b. **Parks and Recreation Report** – Patrick Tyrrell
 - c. **Director of Planning Report** – John Zepko
 - d. **Town Clerk Report** - Debbie Munson
 - e. **Lansing Community Library Report** – Annie Johnson
 - f. **Lansing Youth Services Report** – Richard Alvord
 - g. **Engineer’s Report** – Dave Herrick
 - h. **Tompkins County Legislator Report** – Mike Sigler
8. **Presentation**
 - a. Cayuga Solar Project - AES Clean Energy - Jack Donelan
 - b. Preliminary 2023 Audit Presentation - Insero & Co. CPAs - Patrick Jordan
9. **2025 Tentative Budget**

- a. Town Clerk Presents 2025 Tentative Budget

10. Motions and Resolutions

- [a.](#) Motion Accepting Park Foundation Grant for Trails Plan
- [b.](#) Resolution Requesting Reduction of Speed Limit on Buck Road
- [c.](#) Resolution to State Interest in the Future Portion of the Railroad Right-of Way that Runs Through the Town of Lansing in the Event of Decommissioning by Norfolk Southern
- [d.](#) Resolution Approving Audit and Budget Modifications and Supervisor's Report

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

- [a.](#) Town Hall HVAC System
- [b.](#) CWD Outside User - Old Orchard Road

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.

MOTION TO OPEN THE PUBLIC HEARING FOR PROPOSED APPROVAL OF THE CABLE FRANCHISE AGREEMENT BETWEEN THE TOWN OF LANSING AND SPECTRUM NORTHEAST, LLC

Councilperson _____, moved to **OPEN THE PUBLIC HEARING FOR PROPOSED APPROVAL OF THE CABLE FRANCHISE AGREEMENT BETWEEN THE TOWN OF LANSING AND SPECTRUM NORTHEAST, LLC** at _____ pm.

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____

MOTION TO CLOSE THE PUBLIC HEARING

All persons desiring to be heard, having been heard, Councilperson _____, moved to **CLOSE THE PUBLIC HEARING FOR PROPOSED APPROVAL OF THE CABLE FRANCHISE AGREEMENT BETWEEN THE TOWN OF LANSING AND SPECTRUM NORTHEAST, LLC** at _____ pm.

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____



August 23, 2024

Joe Wetmore
Town Board
Town of Lansing
29 Auburn Road
Lansing, NY 14882

RE: Franchise Agreement with Charter

Dear Joe:

I am pleased to inform you that we have reached a proposed final agreement (the "Agreement") with Spectrum Northeast, LLC ("Charter") regarding a cable franchise for the Town of Lansing. Accordingly, enclosed please find the following:

1. The Agreement;
2. An executive summary of the Agreement; and
3. A recommended resolution (the "Resolution") for the Town Board, approving and adopting the Agreement.

Should the Board approve the Agreement and Resolution, please have the Supervisor sign the Agreement and scan/email the same to me along with the signed Resolution. I will then forward the documents to Charter for signing and submission to the NYPSC.

Should you or any of your elected officials have any questions or concerns regarding this matter, please don't hesitate to contact me at (412) 447-0130 ext 16.

Sincerely yours,

Michael D. Roberts

Michael D. Roberts

Enclosures



Cohen Law Group

PRIVILEGED ATTORNEY-
CLIENT COMMUNICATION

August 23, 2024

Joe Wetmore
Town Board
Town of Lansing
29 Auburn Road
Lansing, NY 14882

RE: Town of Lansing: Executive Summary of Cable Franchise Agreement with Charter

Dear Joe:

I am pleased to inform you that we have reached tentative agreement with Charter regarding a cable franchise for the Town of Lansing. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the “Agreement”) negotiated with Amanda Lanham, Director of Franchising for Charter. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Town Board.

1. Franchise Fees (Sections 1.16 and 6)

Municipalities are entitled under federal and state law to assess a franchise fee of up to five percent (5%) of the cable operator’s “gross revenues” for cable services provided within the municipality. The Town currently assesses a two percent (2%) fee on Charter. This fee has been increased to the maximum five percent (5%) franchise fee permitted under law in the Agreement, per our discussions with the Town Board. The definition of “gross revenues” in the Agreement includes an itemized list of 22 separate revenue sources that will maximize the Town’s franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a “catch all” item to capture any other future revenue sources that are not currently foreseeable. The Town’s previous cable franchise agreement with Charter did not enumerate any revenue sources.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Town’s franchise fees, the increased franchise fee percentage and expanded definition of “gross revenues” should amount to a considerable increase in the Town’s franchise fee revenues during the term of the Agreement. Please note that all franchise fees are passed through to Charter cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Town on a quarterly basis.

The Agreement also requires that Charter submit a franchise fee report within ten (10) days of each quarterly franchise fee payment. The report must contain line items for sources of revenue

received by Charter and the amount of revenue received from each source. If Charter fails to make its franchise fee payments on time, interest will accrue at a rate equal to the then-current prime rate as published by the *Wall Street Journal*.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. Section 6.4 of the Agreement permits the Town to conduct an independent review or audit of Charter’s records to determine whether Charter has paid franchise fees accurately to the Town over the previous six (6) years. This is an improvement over the Town’s previous cable franchise agreement, under which the Town was permitted to review only three (3) years of franchise fees. Section 6.4 further provides for the means by which Charter and the Town will resolve any disputes regarding franchise fee underpayments uncovered in the course of such a franchise fee review or audit. Should the franchise fee review or audit uncover any underpayment, Charter must pay the Town the underpaid amount plus interest as described above.

2. Right-of-Way Protections (Sections 3 and 5)

The Agreement provides many protections of the Town’s public rights-of-way. For example, Charter agreed to repair any damage to public or private property by Charter or any of its contractors or subcontractors within 10 business days. The Town’s previous cable franchise agreement with Charter did not include a timeframe for repair, instead requiring repair to be made “as soon as reasonably possible.” In addition, the Agreement includes safety standards, the provision of Charter’s service area maps to the Town upon request, requirements for disconnection and relocation of Charter’s wires and equipment, removal of equipment in the event of an emergency, and the need for Town approval for cutting down any trees in the public rights-of-way.

3. Cable System Requirements and Service Area (Sections 3 and 5)

The Agreement provides technical requirements for the cable system serving the Town. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the Federal Communications Commission (“FCC”), the National Electric Code and the National Electrical Safety Code. It also requires that Charter perform tests on the cable system in accordance with the requirements of the FCC or any other governmental body.

Furthermore, the Agreement requires that Charter make cable service available to every area in which there is a minimum of 20 residential dwelling units per linear aerial plant mile, subject to certain conditions, which is consistent with the Town’s previous cable franchise agreement with Charter. Any dwelling unit within 150 feet aerial distance of Charter’s main distribution line is entitled to a standard installation rate. For any unit beyond 150 feet, Charter is required to provide service if the subscribers requesting service agree to share the costs of the extension in accordance with the regulations of the New York Public Service Commission (“NYPSC”).

4. Services to Community Facilities (Section 7.1 and Exhibit A)

Charter agrees to provide, without charge and on a voluntary basis, a cable service drop and basic cable service with any necessary equipment for viewing to each Town facility designated in Exhibit A of the Agreement. Exhibit A includes seven Town facilities. Such facilities must be within 150 feet of Charter’s main distribution line in order to be eligible to receive service. Currently, the Town does not receive any such complimentary services.

5. Customer Service Standards (Section 4)

The Agreement includes a set of comprehensive and enforceable customer service standards. These standards adopt the recommendations of the FCC and the regulations of the NYPSA. They are enforceable through the assessment of liquidated damages (monetary fines). See Section 7 below.

6. Public, Educational and Governmental (“PEG”) Channel (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental (“PEG”) channels. In the Agreement, Charter agrees to make available channel capacity to be used for PEG access. Charter must provide this channel capacity within one year of written request by the Town, in accordance with the requirements of the federal Cable Act and NYPSA regulations. The Town or its designee would have complete control over the content, scheduling, and administration of the PEG channel and may delegate these functions to a designated access administrator.

7. Liquidated Damages for Violations (Section 8.2)

It is critical that the Agreement have practical mechanisms to enforce the obligations described in this summary and the other obligations contained in the Agreement. Section 8.2 of the Agreement allows for monetary fines, also known as “liquidated damages,” in the amount of \$200 per day for each violation of the Agreement. The Town may assess such monetary fines after providing Charter with written notice and allowing Charter thirty (30) days to correct the violation, unless the violation is such that it cannot be cured within thirty (30) days, in which case the cure period may be extended. Such monetary fines can be assessed for a maximum time period of 120 days. The inclusion of liquidated damages is an improvement over the Town’s previous cable franchise agreement with Charter, under which the Town’s only enforcement mechanism was revocation of the franchise.

8. Length of Franchise Term (Section 2)

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Charter, this is 10 years from the date on which the Agreement is approved by the NYPSA.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

Michael D. Roberts

Michael D. Roberts

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWN OF LANSING

AND

SPECTRUM NORTHEAST, LLC

With assistance from:

Cohen Law Group
413 South Main Street
Pittsburgh, PA 15238
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the ____ day of _____, 2024 (hereinafter referred to as the “Effective Date”) by and between the Town of Lansing, a Town located in Tompkins County, New York (hereinafter referred to as the “Town”) and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. (“Charter”).

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and the rules and regulations of the New York State Public Service Commission, the Town is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Town’s jurisdiction; and

WHEREAS, Charter currently holds a cable franchise from the Town by virtue of a cable franchise agreement dated April 1, 2003, granted to Time Warner Entertainment-Advance/Newhouse Partnership, Charter’s predecessor-in-interest; and

WHEREAS, Charter has requested that the Town renew Charter’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid Public Rights-of-Way for use by the Town’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Charter are public properties acquired and maintained by the Town on behalf of the citizens of the Town, and the right to use said Public Rights-of-Way is a valuable property right; and

WHEREAS, the Town desires to protect and manage the aforesaid Public Rights-of-Way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Charter’s use of the Town’s Public Rights-of-Way as provided by federal law, provide legal protections for the Town and Charter, and meet the current and future cable-related needs and interests of its residents; and

WHEREAS, the Town has held a public hearing on the subject of cable franchise renewal, including reviewing Charter’s past performance and identifying the Town’s future cable-related community needs and interests; and

WHEREAS, the Town, after affording the public notice and opportunity for comment, has determined that Charter has the technical ability, financial condition, and character to operate and maintain a Cable System, and its plans for operating such System are adequate and feasible; and

WHEREAS, the Town has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Town, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Charter’s non-exclusive franchise

according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Town and Charter agree as follows:

SECTION 1
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

- 1.1** Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Charter.
- 1.2** Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and, to the extent required by applicable law, any Public, Educational and Governmental (“PEG”) access channel.
- 1.3** Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.
- 1.4** Cable Service - The one-way transmission to Subscribers of Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Programming or other programming service.
- 1.5** Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video Programming and which is provided to multiple Subscribers within the Town but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video Programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.
- 1.6** Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.
- 1.7** Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.
- 1.8** Complaint - Written correspondence received by Charter via email, U.S. mail or courier from a Subscriber in the Town expressing dissatisfaction with the operation of the Cable System

or expressions of dissatisfaction with Charter’s Cable System from a Subscriber in the Town that are communicated by the Town (either in writing or otherwise) to Charter’s contact person identified pursuant to Section 9.3.

1.9 Drop - The connection between a home or building and the Cable System.

1.10 Educational and Governmental (EG) Channel - An access channel that consists of local educational and/or governmental programming.

1.11 Emergency - A condition that either: (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

1.12 FCC – The Federal Communications Commission and any successor governmental entity thereto.

1.13 Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State of New York or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of labor, materials or equipment; and partial or entire failure of utilities to service, maintain or monitor their poles or facilities to which Charter’s Cable System is attached.

1.14 Franchise - The right granted by the Town to construct, operate and maintain a Cable System within the corporate limits of the Town as embodied in the terms and conditions of this Agreement.

1.15 Franchise Fee - The fee that Charter remits to the Town for the use of the Town’s Public Rights-of-Way pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

1.16 Gross Revenues - All revenue received directly or indirectly by Charter arising from, attributable to, or in any way derived from the operation of Charter’s Cable System in the Town to provide Cable Services as calculated in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenues shall include the following:

- (1) Basic Service fees;
- (2) Fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) Fees charged for premium Cable Services;
- (4) Fees charged to Subscribers for any optional, per-channel, or per-program Cable Services;
- (5) Fees charged for video-on-demand;
- (6) Revenue from the provision of any other Cable Service;
- (7) Fees for service calls related to Cable Service;
- (8) Convenience fees;
- (9) Fees for installation, additional outlets, relocation, disconnection, and reconnection for Cable Services;

- (10) Inside wire maintenance fees;
- (11) Change-in-service fees for video programming;
- (12) Service plan protection fees related to Cable Service;
- (13) Fees for payments made to customer service representatives directly;
- (14) Fees for Leased Access Channels;
- (15) Rental of any and all Cable Services equipment, including converters and remote control devices;
- (16) Any and all locally-derived advertising revenues less commissions paid to third parties that are not Affiliated Entities;
- (17) Revenues or commissions from locally-derived home shopping channels;
- (18) Broadcast retransmission fees;
- (19) Regional sports fees;
- (20) Billing fees;
- (21) Late payment fees related to Cable Service; and
- (22) Franchise Fees.

Gross Revenues shall not include program launch fees, bad debts, investment income, refunded deposits, or any taxes on services furnished by Charter and imposed directly upon any Subscriber or user by the Town, state, federal or other governmental unit.

1.17 Leased Access Channel - Any Channel on Charter's Cable System designated for use by any entity that is unaffiliated with Charter pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

1.18 Normal Business Hours - Those hours during which most similar businesses in the community are open. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

1.19 Normal Operating Conditions - Service conditions within Charter's service department which are within the control of Charter. Those conditions that are not within the control of Charter include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

1.20 Outlet - An interior receptacle that connects a television set or converter box to the Cable System.

1.21 Person - An individual, partnership, association, organization, corporation, trust or governmental entity.

1.22 Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

1.23 Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible

uses, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.24 Service Interruption - The loss of picture or sound on one or more channels resulting from a Cable System network disruption or malfunction.

1.25 Standard Installation - Installations to residences and buildings that are located up to 150feet from the point of connection to Grantee’s existing distribution system.

1.26 Subscriber – Any Person who is billed for and is authorized to receive Cable Service from Charter.

SECTION 2
GRANT OF FRANCHISE

2.1 **GRANT OF AUTHORITY**

Pursuant to the Cable Act, the regulations of the FCC and the rules and regulations of the New York Public Service Commission, the Town hereby grants a non-exclusive and revocable franchise to Charter. Subject to the terms and conditions contained herein, the Town hereby grants to Charter the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Town has a sufficient easement or right-of-way. Nothing in this Franchise shall be construed to prohibit Charter from offering any service over its Cable System that is not prohibited by federal or state law.

2.2 **TERM OF FRANCHISE**

The term of this Agreement shall be for a period of ten (10) years commencing on the effective date of the New York Public Service Commission’s order approving this franchise renewal (“Effective Date”), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 **REPRESENTATIONS AND WARRANTIES**

(a) Charter represents, warrants and acknowledges that, as of the Effective Date:

(1) Charter is duly organized, validly existing and in good standing under the laws of the State of New York;

(2) Charter has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date, to enter into and legally bind Charter to this

Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(3) This Agreement is enforceable against Charter in accordance with the provisions herein, subject to applicable state and federal laws and regulations;

(4) There is no action or proceeding pending or threatened against Charter that would interfere with its performance or its ability to perform the requirements of this Agreement.

2.4 NON-EXCLUSIVITY

(a) The Franchise granted herein is non-exclusive. The Town specifically reserves the right to grant, at any time, additional franchises for a Cable System in accordance with state and federal law. The parties acknowledge the Level Playing Field rule set forth in 16 NYCRR Section 895.3 which provide that “No municipality may award or renew a franchise for Cable Service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.” The Town agrees that any grant of additional franchises by the Town to any other entity to provide Cable Service shall be in compliance with that provision.

(b) If the Town grants a cable television franchise or other right to provide Cable Service to another Person and Charter believes that its terms, when taken as a whole, provide greater benefits or impose lesser burdens to the other Person than provided herein, then Charter may request in writing a specific amendment or amendments to this Agreement to provide Charter with competitive equity. The Town shall respond to Charter in writing within thirty (30) days of receiving Charter’s request as to whether the Town accepts, rejects, or wishes to modify Charter’s proposed amendment(s). If the Town rejects or wishes to modify the proposed amendment(s), then the parties shall have sixty (60) days to negotiate in good faith amendment(s) to the Agreement that are acceptable to both the Town and to Charter.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal and state laws and regulations. This Franchise is further subject to all generally applicable local laws and regulations of the Town to the extent they are not inconsistent with the terms of this Franchise. Without waiving any of its powers, the Town agrees that, to the extent any terms of this Agreement are inconsistent with the terms of any Town local laws or regulations, except for any generally applicable and non-discriminatory ordinances or regulations pursuant to the Town’s police powers, this Franchise Agreement shall control.

SECTION 3 **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

3.1 TECHNICAL REQUIREMENT

(a) Charter shall operate, maintain, construct, and extend the Cable System so as to offer Cable Services to all Subscribers throughout the Town where the density requirements of

Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, and any other applicable laws and regulations and constructions standards of the New York Public Service Commission and the generally applicable laws, local laws and construction standards of the Town, subject to Section 2.5 of this Agreement.

(b) Charter shall provide adequate standby power at the Cable System headend and on its Cable System to the extent consistent with Charter's normal operating standards. Standby power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Charter shall make Cable Service available to every dwelling occupied by a person requesting Cable Service, provided that Charter is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Charter shall extend the Cable System into all areas within the Town where there is a minimum of twenty (20) dwelling units per cable mile of aerial cable as measured from Charter's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area").

(b) Any dwelling unit within one hundred fifty (150) feet aerial distance from the main distribution lines shall be entitled to a Standard Installation rate. However, if an area does not meet the density requirements of this Section, Charter shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System in accordance with the applicable provisions of Section 895.5 of the regulations of the New York Public Service Commission, as may be amended from time to time. Charter may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the main distribution line to the residence.

(c) Charter shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

(d) The Town has the right to require Charter to place wires and/or equipment underground, provided that the Town imposes such requirement on all similarly situated entities (i.e. telephone and electric utilities). All installations of wires and/or equipment by Charter shall be underground in those areas of the Town where the wires and/or equipment of all similarly situated entities (i.e. telephone and electric utilities) are all underground; provided, however, that such underground locations are capable of accommodating Charter's facilities without technical degradation of the Cable System's signal quality. Charter shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals. In the event the Town or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Charter shall be similarly reimbursed.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Charter has designed, constructed and shall maintain a Cable System that has been built for digital television standards with the capability of no fewer than one hundred fifty (150) video channels. The Cable System shall be capable of transmitting digital television services and signals and shall meet or exceed the technical performance standards of the FCC.

(b) Charter reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

(c) Charter shall construct and maintain its Cable System using materials of good and durable quality and that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

3.4 EMERGENCY ALERT SYSTEM

Charter shall comply with the Emergency Alert System requirements of the FCC.

3.5 REPAIRS AND RESTORATION

(a) Whenever Charter or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any Public Rights-of-Way, the same shall be replaced and the surface restored to a condition reasonably comparable to the condition that existed before the disturbance within ten (10) business days of the completion of the disturbance, weather permitting. If Charter fails to repair, replace or otherwise correct a Public Right-of-Way following (10) days' written notice by the Town, the Town may complete any repair, replacement, restoration or other correction and invoice Charter for the documented, reasonable cost of such repair, replacement, restoration or other correction and be reimbursed for the same.

(b) Whenever Charter or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, and improvements in and along the routes authorized by the Town. If required for the proper installation, operation and maintenance of such equipment, cable, or wires Charter shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days, weather permitting.

(c) Charter's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Charter's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and generally applicable local laws and

regulations, including the NESC. Charter shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) Whenever Charter or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the New York One Call System (www.digsafelynewyork.com) prior to any such disturbance. Charter shall adhere to any additional undergrounding requirements which the State of New York may establish in the future. Charter shall adhere to all requirements of 16 NYCRR Part 753, Protection of Underground Facilities.

(e) All structures and all lines, equipment and connections in, over, under, and upon Public Rights-of-Way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.6 SERVICE AREA MAPS

Within thirty (30) days of a written request, Charter shall make available to the Town for inspection a complete set of Charter service area maps of the Town on which shall be shown those areas in which its facilities exist and the location of all streets. Charter shall make such maps available to the Town for inspection within thirty (30) days of a written request and after execution of an appropriate non-disclosure agreement. All information provided shall be exclusive of Drops. The Town agrees to treat such maps as confidential because they constitute proprietary information.

3.7 DISCONNECTION AND RELOCATION

(a) Charter shall, upon receipt of reasonable advance written notice not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Charter when lawfully required by the Town pursuant to its police powers. Charter shall be responsible for any costs associated with these obligations to the same extent all other users of the Town's Public Rights-of-Way are responsible for the costs related to the relocation of their facilities.

(b) In requiring Charter to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Town shall treat Charter the same as, and require no more of Charter than, any similarly situated entity. Charter shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

(c) Charter shall, at the request of any Person holding a lawful permit issued by the Town, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Rights-of-Way as necessary any property of Charter, provided that the expense of such action is paid by any such Person benefiting from the relocation and Charter is given reasonable advance written notice to prepare for such changes. Charter may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10)

business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

(d) Reimbursement of Costs. If funds are available to any Person using the Public Rights-of-Way for the purpose of defraying the cost of any of the foregoing, Charter shall be included by the Town for such funds in the same manner in which other Persons affected by the requirement are included. If the funds are controlled by another governmental entity, the Town shall cooperate with any efforts by Charter to make application for such funds on behalf of Charter.

3.8 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Town, it shall be necessary, in the reasonable judgment of the Town or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Town shall have the right to do so without cost or liability, provided that, wherever possible, the Town shall give Charter notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Town shall treat Charter the same as, and require no more of Charter than, any other similarly situated entity. Charter shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

3.9 TREE TRIMMING

Charter, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Charter. Charter shall comply with any generally applicable, non-discriminatory tree trimming and/or tree removal local laws enacted by the Town, if any.

3.10 CHANNEL CAPACITY

Charter shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

3.11 BROADCAST CHANNELS

To the extent required by federal law, Charter shall provide all Subscribers with Basic Service. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.12 SIGNAL SCRAMBLING

Charter shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.13 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Charter provided their financial and other obligations to Charter are honored. Subject to Force Majeure provisions in Section 9.1, Charter shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service. For the purpose of construction, routine repair or testing of the Cable System, Charter shall use its best efforts to interrupt service only during periods of minimum use. Such periods shall, where reasonably practicable, be scheduled from midnight to 6 a.m., unless in the case of Emergency.

3.14 PARENTAL CONTROL CAPABILITY

Pursuant to Section 641 of the Cable Act, Charter shall allow Subscribers the use of parental control devices.

SECTION 4
SUBSCRIBER SERVICE STANDARDS

Charter shall comply with the customer service standards as set forth in Chapter VIII, Part 890 of the Rules and Regulations of the New York Public Service Commission (“NYPSC”), as amended, and Title 47, Section 76.309 of the Regulations of the FCC, as amended.

SECTION 5
REGULATION BY THE TOWN

5.1 RESPONSIBILITY OF ADMINISTRATION

The Mayor, or his or her designee, shall be responsible for the continuing administration of this Franchise.

5.2 RIGHT TO INSPECT

(a) The Town shall have the option to inspect, all documents, records and other pertinent information maintained by Charter which relate to the terms of this Agreement and which are reasonably necessary to ensure compliance with the terms therein. Upon thirty (30) business days of a written request, and execution of a non-disclosure agreement if documents and records are confidential in nature, Charter shall provide the Town with copies of such documents and records.

(b) In addition, Charter shall maintain for inspection by the public and the Town all records required by the FCC and as specified in 47 C.F.R. § 76.1700 in the manner specified therein.

5.3 RESERVED AUTHORITY

The Town reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or

reduce the Town's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Charter's rights under this Agreement are subject to the police powers of the Town to adopt and enforce general laws and regulations necessary for the safety and welfare of the public, provided such regulations are reasonable, are not materially in conflict with the privileges granted in this Agreement and are consistent with all federal and state laws, rules, regulations and orders.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Town to impose any lawful tax, fee or assessment of general applicability. Subject to applicable law, such taxes, fees or assessments shall be in addition to Franchise Fees to the extent consistent with applicable law.

5.6 PERMITS

Charter shall apply to the Town for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Town and shall be administered in a competitively neutral and non-discriminatory manner. Charter shall not be required to obtain permits for Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Subject to applicable law, Charter shall pay any and all required permit fees.

5.7 SUBSCRIBER COMPLAINT REPORTS

Within thirty (30) days of a written request, Charter shall submit to the Town a report showing the number of complaints relating to Cable Service originating from the Town and received during the previous 12-month reporting period, the dates they were received, and summary description of the complaints.

5.8 CONFIDENTIALITY

To the extent permitted under New York law, the Town shall maintain as confidential any information provided to it by Charter under the terms of this Franchise that Charter has designated in writing as confidential. In the event that the Town believes at any time that it is required by law to disclose such information to a third party, the Town will so notify Charter at a time prior to such disclosure that affords Charter a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

SECTION 6
COMPENSATION TO THE TOWN

6.1 FRANCHISE FEES

Charter shall pay to the Town an annual amount equal to five percent (5%) of the annual Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Town. Charter shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability unless allowed by applicable law, unless allowed by applicable law.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Town under this provision shall be computed at the end of each calendar quarter, transmitted by electronic funds transfer to a bank account designated by the Town. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any undisputed Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Town. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Town may have for additional sums payable under this Agreement.

6.3 QUARTERLY REPORTS

Within ten (10) days of the Franchise Fee payment, Charter shall provide a written report containing an accurate statement of Charter’s Gross Revenues received for Cable Services for each calendar quarter and showing the basis for the computation of fees. Upon request, Charter shall provide a more detailed report containing line items for sources of revenue received and the amount of revenue received from each source.

6.4 FRANCHISE FEE REVIEW

(a) Not more than once every three (3) years, the Town shall have the right to conduct a Franchise Fee review or audit of Charter’s records reasonably related to the sources, amounts, and computation of Gross Revenues. Any such review or audit shall occur within seventy-two (72) months from the date the Town receives such payment, after which period any such payment shall be considered final. Within forty-five (45) days of a written request, Charter shall provide the Town with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged underpayment, the Town shall provide Charter with a written statement indicating the basis for the alleged underpayment. Charter shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Town with any written objection to the results of the Franchise Fee review, including any substantiating

documentation. Based on this exchange of information, the Town and Charter shall confer to attempt to determine the amount of the underpayment, if any. If the Town and Charter are unable to agree on an amount of the underpayment, then either party may submit the dispute to mediation, arbitration, or litigation.

(c) Any undisputed Franchise Fee payment due to the Town as a result of the Franchise Fee review shall be paid to the Town by Charter within forty-five (45) days of the date the parties agree on the amount of the underpayment, in accordance with the terms set forth in a separate settlement agreement executed by Charter and the Town. If the matter is submitted to mediation, arbitration, or litigation Charter shall pay any underpaid amount plus interest within sixty (60) days from the final disposition of such action.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required by this Agreement are provided to Subscribers in conjunction with non-Cable Services for a single aggregate price, the Franchise Fee shall be applied to the portion of the aggregate price attributed to Cable Services. It shall be the obligation of Charter to maintain its books and attribute the revenues to Cable Services consistent with GAAP and Charter shall not make such attribution to avoid Franchise Fees.

SECTION 7 **FREE SERVICES TO THE COMMUNITY**

7.1 SERVICES TO COMMUNITY FACILITIES

Upon the Effective Date, Charter will offer, without charge and on a voluntary basis, one cable service Drop and Basic Cable Service (or equivalent) with any necessary equipment for viewing to one outlet at each Town facility listed on Exhibit A, provided that the locations are located up to one hundred fifty (150) feet from Charter's existing distribution system. To the extent Charter management ceases its voluntary municipal service program, Charter will provide the Township with 90 days' written notice of its intent to cease the program.

7.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNEL

The Town reserves the right to obtain, within one year of a written request, channel capacity from Charter for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 611 of the Cable Act and Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. The tier of service on which such PEG Channel(s) may be placed shall be determined by Charter in accordance with applicable law. The Town shall be responsible for the content, scheduling, and administration of the PEG Channel(s), and may delegate such functions, or a portion of such functions, to a designated access provider.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMNIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Town has reason to believe that Charter violated any material provision of this Agreement, it shall notify Charter in writing of the nature of such violation, the section(s) of this Agreement that it believes has been violated and the details relating thereto. Subject to applicable law, if the Town does not notify Charter of any violation of this Agreement, it shall not operate as a waiver of any rights of the Town hereunder or pursuant to applicable law.

(b) Charter shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully or reasonably cured within thirty (30) days, the period of time in which Charter must cure the violation shall be extended in writing for such additional time necessary to complete the cure, provided that Charter shall have promptly commenced to cure and is diligently pursuing its efforts to cure or other remedies available under applicable law.

8.2 LIQUIDATED DAMAGES

(a) Because Charter’s failure to comply with material terms of this Agreement may result in harm to the Town, and because it will be difficult to measure the extent of such injury, the Town may assess liquidated damages against Charter in the specific amounts set forth below:

1. Failure to satisfy the technical requirements set forth in Section 3.1 of the Agreement - \$200 per day;
2. Failure to pay franchise fees identified as owed to the Town pursuant to Section 6.4 - \$ 200 per day;
3. Failure to file, obtain, or maintain the insurance coverage required under Section 8.4 of the Agreement - \$ 200 per day;
4. Failure to repair and/or restore damage to Town property as required by Sections 3.5 - \$ 200 per day;

(b) Before the Town may impose any liquidated damages set forth above, it must provide Charter notice and an opportunity to cure the alleged violation in accordance with Section 8.1. The Town shall provide Charter with written notice that it intends to assess liquidated damages as a remedy. Such damages shall be an exclusive remedy for the time period in which they are assessed; provided, however, they shall not be a substitute for specific performance by Charter or legal action by the Town once assessment of liquidated damages ceases, but shall be in addition to such specific performance or legal action. Nothing herein is intended to allow duplicative recovery from or payments by Charter or its surety.

(c) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the date after the end of the applicable cure period, including any extension of the cure period granted by the Town. Liquidated damages may not be assessed for a time period exceeding one hundred twenty (120) days per violation. The Town may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

(d) The amount of all liquidated damages per annum shall not exceed twenty-four thousand dollars (\$24,000) in the aggregate. With respect to liquidated damages, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or failure may only be assessed under any one material term.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Town under this Agreement, the Town reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Charter practiced any fraud or deceit upon the Town in the operation of its Cable System or any other activities pursuant to this Agreement; or

(2) Charter repeatedly violates, after notices and opportunities to cure, one or more of the material terms or conditions of this Agreement.

(b) A violation of a material term or condition of the Franchise shall not be grounds for revocation if the violation occurs without the fault of Charter or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Charter shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Common Council after an appropriate public hearing that shall afford Charter due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State of New York. All notice requirements shall be met by providing Charter at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Town, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Charter of mitigating circumstances or good cause for the existence of such grounds. The Town shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Charter. Charter may appeal such determination to an appropriate court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Agreement, including the enforcement provisions set forth in this Section 8.2, shall prevent Charter from filing at any time a legal action in any permissible court seeking a declaration or enforcement of Charter's rights or obligations under the Franchise. Charter may continue to operate the Cable System until all legal appeals procedures have been exhausted.

8.4 INSURANCE

(a) Charter shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in New York and which has an A.M. Best rating (or equivalent) no less than A-minus VII, insuring the Town from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Charter in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death per occurrence shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The Town, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.4.

(c) Charter shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.4 and without submitting insurance certificates to the Town verifying that Charter has obtained such alternative insurance. Charter shall provide the Town with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Charter shall deliver to the Town Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, upon request by the Town.

8.5 INDEMNIFICATION

(a) Charter shall indemnify, defend, save and hold harmless the Town, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense to the extent caused by or connected with the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities of Charter. The Town shall give Charter timely written notice of its obligation to indemnify and defend the Town within fifteen (15) days of receipt of a claim or action pursuant to this section. The obligation to indemnify, defend, save and hold the Town harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, and penalties. If the Town determines that it is necessary for it to employ separate

counsel, in addition to that provided by Charter, the cost for such separate counsel shall be the responsibility of the Town. Charter shall not indemnify the Town for any claims, damages or liability to the extent resulting from acts of willful misconduct or negligence on the part of the Town or its officials, officers, agents and employees.

(b) In order for the Town to assert its right to be indemnified and held harmless pursuant to subsection (a) above, the Town must (1) timely notify Charter of any claim or legal proceeding which gives rise to such right as specified in subsection (a) above; (2) afford Charter the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and (3) fully cooperate in the defense of such claim and make available to Charter all such information under its control relating thereto.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Charter is unable in whole or in part to carry out its obligations hereunder, Charter shall not be deemed in violation of this Agreement during the continuance of such inability. Charter shall inform the Town within thirty (30) days after receipt of a request from the Town as to whether Charter has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Charter shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the Public Rights-of-Way in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful denial of renewal or revocation, the Town or property owner may deem any property not removed as having been abandoned and the Town may remove it at Charter's cost.

(b) During the term of the Agreement, if Charter decides to abandon or no longer use all or part of its Cable System, it shall give the Town written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon abandonment of the Cable System by Charter, the Town shall have the right to require i) Charter to remove the property, ii) leave the property in place, iii) remove the property itself and charge Charter with the costs related thereto, or iv) transfer ownership of the property to the Town's designee, provided fair market value is paid to Charter.

(c) Notwithstanding the above, Charter shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Charter from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Town shall be sent to:

Lansing Town, New York
29 Auburn Road
Lansing, NY 14882
Attention: Town Supervisor

The Town may specify any change of address in writing to Charter. Every notice to be served upon Charter shall be sent to:

Charter Communications
20 Century Hill Drive
Latham, NY 12110
Attn: Director, Government Affairs

With a copy to:

Charter Communications
601 Massachusetts Ave., NW, Suite 400W
Washington, DC 20001
Attention: VP, Local Government Affairs & Franchising

Charter may specify any changes of address in writing to the Town. Each delivery to Charter or the Town shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Charter is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment. Additionally, Charter shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State of New York. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New York, County of Ulster, or in the United States District Court for the Northern District of New York.

9.7 TRANSFER OR ASSIGNMENT

The ownership or control of the Franchise granted hereunder shall not be transferred or assigned without the prior written consent of the Town, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for: 1) a transfer to an entity controlling, controlled by, or under common control of Charter; or 2) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Charter in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Town shall notify Charter in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Town has not taken action on Charter’s request for approval of the transfer within one hundred twenty (120) days after receiving such information, consent by the Town shall be deemed given.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Town and Charter. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein. This Agreement may be amended only by the mutual consent of the Town and Charter and in accordance with the regulations of the New York Public Service Commission. Any amendment must be in writing and executed by the Town and Charter.

9.9 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Town and Charter, nor any delay on the part of the Town in exercising any rights hereunder, shall operate as a waiver of any such rights of the Town or acquiescence in the actions of Charter in contravention of such rights, except to the extent expressly waived by the Town.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Town and Charter shall, upon the written request of either party, agree to amend this Agreement to comply with the change in statute or regulation.

9.12 COMPLIANCE WITH LAWS

Charter shall comply with all federal and state laws and regulations.

9.13 APPROVAL OF THE NEW YORK STATE PUBLIC SERVICE COMMISSION

All terms and conditions contained herein are subject to the approval of the New York State Public Service Commission.

9.14 FILING OF FRANCHISE WITH NEW YORK STATE PUBLIC SERVICE COMMISSION

Charter shall file this Agreement and other requisite information with the New York State Public Service Commission requesting operating authorization within sixty (60) days of the Town’s acceptance.

9.15 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.16 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Charter, the Town and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2024 of the Town.

WITNESS our hands and official seals to this Cable Franchise Agreement.

TOWN OF LANSING

By: _____

Name: _____

Title: _____

Date: _____

SPECTRUM NORTHEAST, LLC
By: Charter Communications, Inc., Its Manager

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

TOWN LOCATIONS FOR CABLE TELEVISION SERVICE

1. Lansing Town Hall: 29 Auburn Road
2. Highway Garage: 10 Town Barn Road #3
3. Highway Garage: 10 Town Barn road #4
4. Lansing Community Library: 27 Auburn Road
5. Lansing Fire Department: 80 Ridge Road
6. Lansing Fire Department: 1235 Ridge Road
7. Lansing Fire Department: 1189 Auburn Road

RESOLUTION TO APPROVE THE CABLE FRANCHISE AGREEMENT BETWEEN TOWN OF LANSING AND SPECTRUM NORTHEAST, LLC

RESOLUTION 24-

RESOLUTION TO APPROVE THE CABLE FRANCHISE AGREEMENT BETWEEN TOWN OF LANSING AND SPECTRUM NORTHEAST, LLC

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

WHEREAS, an application has been duly made to the Town Board of the **Town of Lansing, County of Tompkins**, New York, by **Spectrum Northeast LLC**, a subsidiary of Charter Communications, Inc. (hereinafter referred to as "Charter"), for the approval of a renewal agreement for Charter's cable television franchise for ten (10) years commencing with the date of approval by the Public Service Commission. The Cable Franchise Renewal Agreement ("Renewal Agreement") would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, the regulations of the Federal Communications Commission, the regulations of the New York Public Service Commission and certain court rulings; and

WHEREAS, a public hearing was held in the Town of Lansing on September 18, 2024, at 6:31 P.M. and notice of the hearing was published in the Ithaca Journal on September 12, 2024; and

WHEREAS, Charter has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and

WHEREAS, Charter has the financial, legal and technical ability to provide cable services, facilities and equipment as set forth in its proposal attached; and

WHEREAS, in consideration of the terms and conditions of the Agreement, Charter can reasonably meet the Town's future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED that the Town Board of the Town of Lansing hereby grants a renewal of the cable television franchise of Charter in the Town of Lansing for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years hence, and it is further

RESOLVED that the Town Board of the Town of Lansing hereby approves the Renewal Agreement, and the Town Supervisor is hereby authorized to execute the same by, on behalf of, and in the name of the Town of Lansing.

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 September 18, 2024.

TOWN OF LANSING

HIGHWAY REPORT September 18, 2024

Tree & Brush Maintenance:

- Continue working to improve line of sight issues throughout the Town.
- Continue working diligently to mow roadsides throughout the Town.

Water/Sewer Maintenance:

- Crews worked to repair a water valve on Smugglers Path and Watergate Circle.
- Continue working on identifying if there are lead services at McKinney's point. This will be complete by the end of the week.
- Performed brushing/mowing within the easements of town owned water and sewer mains.
- Crews worked to replace and repair hydrants and valves at Captains Walk and Windjammers Way.
- Crews worked to repair a water valve and curb box on Village Place.

Road Maintenance:

- Crews worked to improve drainage, uneven shoulders, crosswalks and signage on Wildman Road.
- As projects and ditching were completed around town, crews performed hydroseeding to establish grass growth to prevent erosion.
- Continued to improve upon the infrastructure of drainage throughout the Town and replace as needed.
- Crews worked to repair various patch jobs throughout the Town.

Office:

- Attended the Bolton Point Commissions meeting.
- Attended the Bolton Point Engineering and Operations meeting.
- Attended the Highway Barn meetings.
- Attended the PRC meeting.
- Department Head meeting.
- Ruth and I met with two companies regarding access control and security for the Town Hall.
- Working with Angel from Tomkins County Soil and Water on the Hillcrest project.

Community

- The Highway Department had 4 pieces of equipment in the parade this year. I want to thank my crew for adding that little extra polish and shine to our equipment for the parade. Thank you to Kevin May, Corey Sill and Tom Policay for volunteering to drive this year's parade.

Fleet Maintenance:

- Dan and Andy have been hard at work on the repairs and maintenance of our fleet of vehicles and equipment. The issues that are affecting our maintenance program are the availability and cost of parts. We have had to spend more money on trucks this year, in part due to the age of the vehicles.

New Highway Barn:

- Working with LeChase and Bergman discussing Schematic design working towards design and development.

Intermunicipal Work:

- Two trucks assisted the County with the cold mill of Lansingville Road from Ford Hill north to County line.



Town Board Report September

Recreation:

- Current programming includes Horseback Riding, Soccer, Flag Football, Small Fry Football, Swimming, YogaChi, Strength & Stretch, Cardio Step, Adult Co-Ed Volleyball and Cheerleading.
- Our 2025 budget has been submitted; we will be reviewing with the accounting department to ensure the board has the most accurate numbers.
- We had our second football home game of the season. Thank you to Lansing Schools for all your support.
- Cornell and Ithaca College club softball teams have reserved our softball field for most of the Fall.
- Little Red Girl's lacrosse has reserved field space at the Town Barn field this Fall.

Parks:

- The Veteran's Watch Fire will be hosted at Myers Park on September 20th. Thank you to all volunteers.
- The Out of the Darkness Suicide Prevention Walk was held on September 7th at Myers Park. Thank you to all that supported this great cause.
- The Lansing Lighthouse 5K was again a success, with many runners.
- Our Concert Series has concluded for the season, thanks to all for your support.
- We are in the process of repairing several docks due to rot.
- Bolton Point notified us of high-water use occurring overnight in Myers Park, indicating a leak. It took us some time, but we did discover the source and dug it up and repaired it.
- Salt Point Volunteer Work- Day is October 19th.
- Our crew has been working on brush cutting at Salt Point and bench anchoring. We will be replacing more posts with logs soon.
- Ludlowville Park has again been busy this summer with little to no attention paid to parking signs along the road.
- We have resumed work on the Lansing Center Trail and are working on drainage and bridges in several locations.
- The Lansing Library Hike at Lansing Center Trail was held on September 14th.

Meetings:

- Supervisor's monthly meeting – September 10th
- Lansing Greenway – September 11th

- FOSP – September 17th
- Personnel & Department Head – September 4th
- FOLCT – Trail Tuesdays, every Tuesday at 6pm (weather dependent)
- FOLCT meeting – August 5th
- LCSD facilities and athletics meeting, third Friday of each month.

This is a very brief overview of some of the things my department does or has done. If any board members would like more information, please feel free to contact me.

**TOWN CLERK
SEPTEMBER 2024**

Hunting Licenses

September has been very busy selling hunting licenses. Lifetime license holders who have not received theirs in the mail may come to our office to have a replacement printed until November 1st at no cost. After November 1st, lifetime license holders will have to pay for a replacement license. Deer Management Permits (DMPs) are available until October 1st.

Relevies of Unpaid Water and Sewer Bills

Our office will be mailing about 260 reminder letters to all water and sewer accounts with an outstanding balance in advance of the relevy. The letters state balances must be paid in full by October 8th. If they remain unpaid after this date, the balance plus a relevy penalty of 10% will be added to their 2025 Town and County Tax Bills.

2025 Budget

Our budget worksheets have been completed and submitted. We met with the Co-Budget Officer and Highway Superintendent to discuss sewer revenue and expenses. We are reviewing the revenue versus the expenses to project numbers for next year.

Tax Webinar

Debbie and Jessie attended a monthly tax webinar, in August, held by the Association of Towns (AOT).

Legislation passed the Senate and Assembly that changes the penalty structure for certain real property tax payments. It has not been delivered to the Governor for her signature and is not yet law. If this is signed into law, it will reduce the penalties on some tax bills. Tax bills are printed in December, so hopefully a decision is made far enough in advance to allow for timely printing.

AOT always has great information to keep us informed.



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
September, 2024

Submitted by Annie Johnson

1. Summer reading was a huge success with an increase in programming and participation.
2. The first movie night for adults will be held in September.
3. Don't forget that if the Library is closed, you still have access to Libby, Hoopla, and Kanopy!
4. 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.
5. Learn to play American Mah Jongg every Wednesday (new day!) at 10:15am.
6. The library has an Empire Pass and passes to the Museum of the Earth and the Cayuga Nature Center available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
7. The Library now offers free period products using an Aunt Flow dispenser.
8. Chair Yoga is offered every Monday at 10:00 am.
9. We have applied for state funding to replace our aging boiler.
10. The Friends Cookie Contest was a success. Thank you for the use of the Town Community Center as our rain location.
11. We are adding more large type and nonfiction titles to our collection.
12. On September 14th, we are hosting a guided hike of the Lansing Trail.
13. Storytime returns on Thursdays at 10:30 am.
14. Learn T'ai Chi on Fridays at 10:30 am.

**Lansing Youth Services
Town Board Report
September 2024**

Cardboard Boat Builders: Cardboard boat builders were back for another summer of fun. This year Lansing youth joined up with Danby youth for a week of creativity and critical thinking. Youth used boats from the marina as inspiration for their models and final boats. After testing models, they broke into teams and designed and constructed cardboard boats. The boats were then tested by floating them in the shallows near Myers point while attached by rope to an instructor and wearing life jackets. This summer all the boats floated for at least a few minutes, with some floating for the max time of 10 min and many of which could have floated for much longer. Previous participants shared ideas about their successes and failures from the past year to help each other be successful. Seeing all boats float was a triumph in everyone’s eyes. 9 youth served.

Lake Life: This program was all about discovering Cayuga Lake. Youth played lots of games by the shore, went swimming and hiked Salmon Creek. Youth created art projects based around natural landscapes and using natural materials. Through this combined program with Rural Youth Services programs from Danby, Joint Youth Commission and Newfield, there were many new youths who got to know each other and connect well though common interest. The group even got to go fishing several times and cook up a small mouth bass that they caught. 8 youth served.

Dungeons and Dragons Adventures: In combination with Danby Youth Services, the Joint Youth Commission and Newfield Youth Services, youth spent the week playing games based all around Dungeons and Dragons. The group made their own characters, made drawings of their characters and learned basic leather work to make their own dice bags. The campaigns were both student and instructor led, allowing some students who were interested in becoming Dungeon Masters to practice their skills. 6 youth served.

Iron Chef: Outdoor cooking was the focus of this program, the youth got to try a range of cooking methods. Lansing Youth Services joined up with Dryden Youth Services where cooking over coals and an outdoor skillet was the first skills developed, followed by cooking on a campfire where they made donuts in the Dutch oven. The group made banana pancakes that were amazing, although rather sweet, they turned out to be more of a dessert pancake with the amount of chocolate chips added to the recipe. The final two days took place at the Tompkins County 4-H Youth Fair where youth participated in the Junior Iron Chef competition. 9 youth served.

RYS Summer Olympics: This year’s summer RYS Olympics was a new event including five other municipalities and youth from almost all corners of Tompkins County. Each day there was a series of Olympic themed competitions, with each team consisting of students from each municipality. Students competed in archery, ultimate frisbee, obstacle courses, scavenger hunts, kayak racing, teambuilding activities where they created their own countries and made their own team flags, and we even had an Olympic torch! Participants received custom water bottles and

T-shirts for being a part of the event. Special thank you to Tompkins County Youth Services and New York State Sports Funding for making the program possible. 12 youth served.

Get Lost: In this program with Dryden Youth Services, we travelled by way of Cornell Cooperative Extension Tompkins County 4-H van to Hammond Hill State Forest. The group made a portable sun compass, learned about off trail navigation, “lost proofing” using several methods like the story trail and using landmarks for navigating. At the home base a clay deposit provided a great resource for students to try building and firing their own small pots. This group was particularly interested in how to create a dam like a beaver, so spent time practicing their own in a low flowing creek. Animal observation and behavior was also a topic of interest, finding and following deer and fox tracks. 7 youth served.

Sky's The Limit: Sky's The Limit was all about flight, whether it be birds or humans. The group went to the Cornell Lab of Ornithology for a tour, explored the Sciencenter, had a tour of the emergency services at the Ithaca Tompkins International Airport. The group also went to Cornell Spacecraft Planetary Imaging Facility, for a tour of the solar system with the most recent images from spacecrafts. Light identification was also explored, helping students understand how scientists know what other planets are comprised of, using light. The group also went to the National Soaring Museum for a tour, unfortunately the sky ceiling was too low for them to fly, so just touring the museum and up-close looks at gliders were the main components. The group also did some habitat restoration with members of the Cayuga Bird Club removing the invasive Privet from areas birds frequent. On the final day, youth made their own rockets, and with the weather being very good, they made about 50 launches, the most I have ever seen in this program. 7 youth served.

Youth Employment: Two teens in the Youth Employment program continued their placements throughout the summer assisting the Lansing Youth Services programs. They both did a phenomenal job and growth was visible from the start of the summer to the end. Their confidence, leadership and relationship building were all very prevalent. Teen helpers were also still working hard at the Lansing Community Library. 5 youth served.

Cayuga Solar Project Introduction

Contact us!
[866-757-7697](tel:866-757-7697)
Cayugasolar@aes.com



Owned and Developed By
AES

Agenda



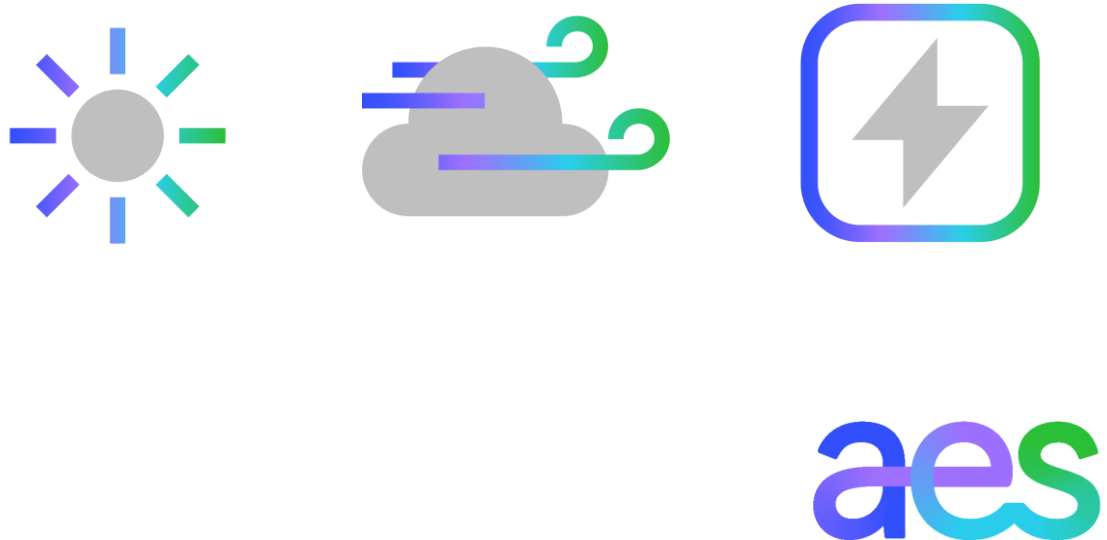
1. Introduction & About AES
2. Cayuga Solar Project Overview
3. Regulatory Overview
4. Next Steps

Introduction

- **Jack Donelan, M.S., LEED Green Associate, G.I.T**
- Development Manager for Cayuga Solar
- Leading development of several utility scale solar projects in New York State
- Hydrogeologist by background
- 10 years of experience working in development including as an engineering consultant



AES' US Renewables business overview



1,400+ People

550 Projects

26 States

7.2 GW

Operating clean energy resources

51 GW

Clean energy projects in development



Fluence Energy, our joint venture with Siemens, was recognized in 2023 as the #1 Global Provider of Battery-Based Storage Systems by S&P Global Commodity Insights, reflecting AES' global leadership in energy storage.

Recognized for our commitment to sustainability

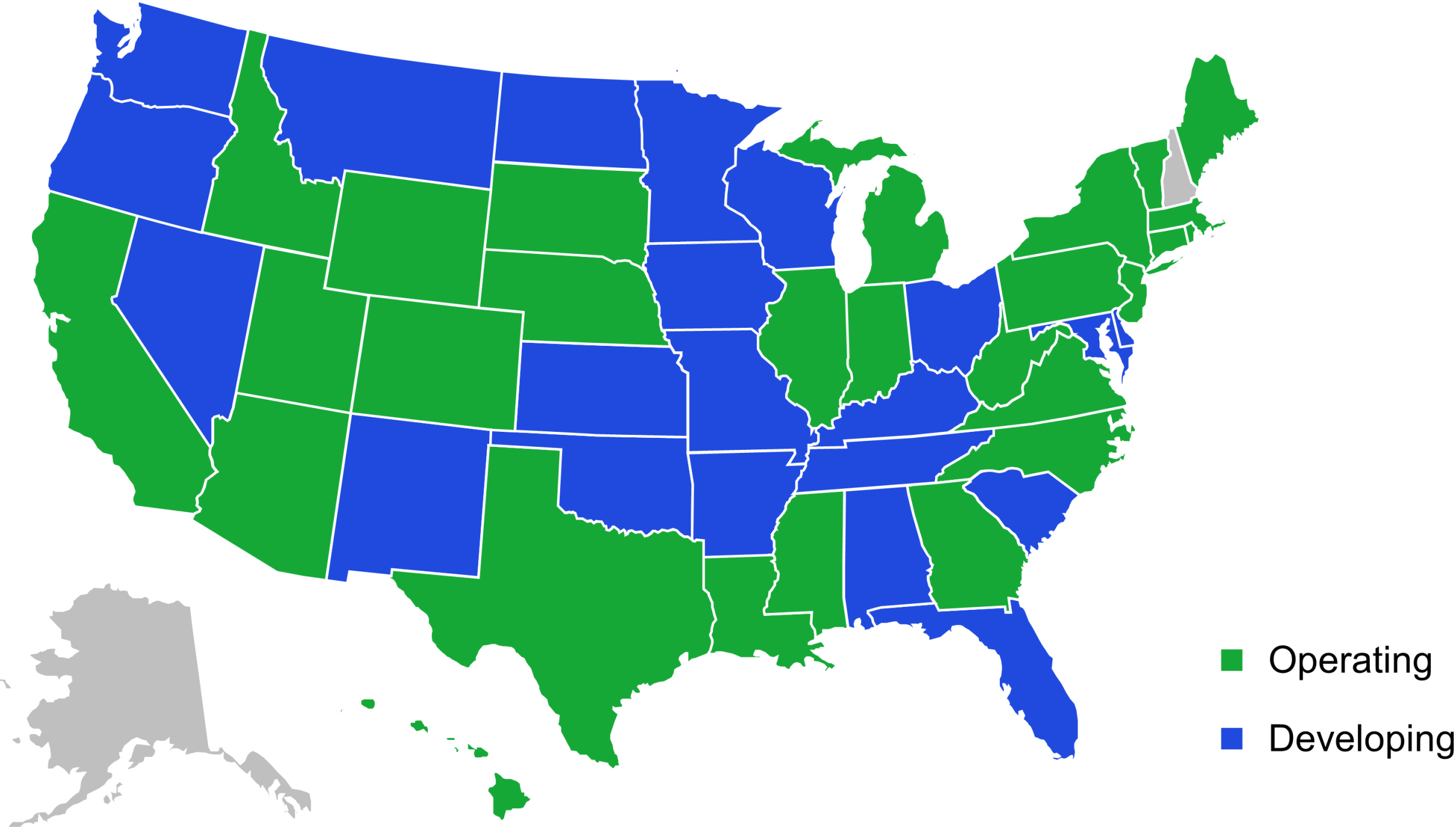


We are proud to be recognized by BloombergNEF for the past three years as one of the top two Sellers of Clean Energy to Corporations Through PPAs, reflecting our leadership in co-creating innovative energy solutions with our partners.

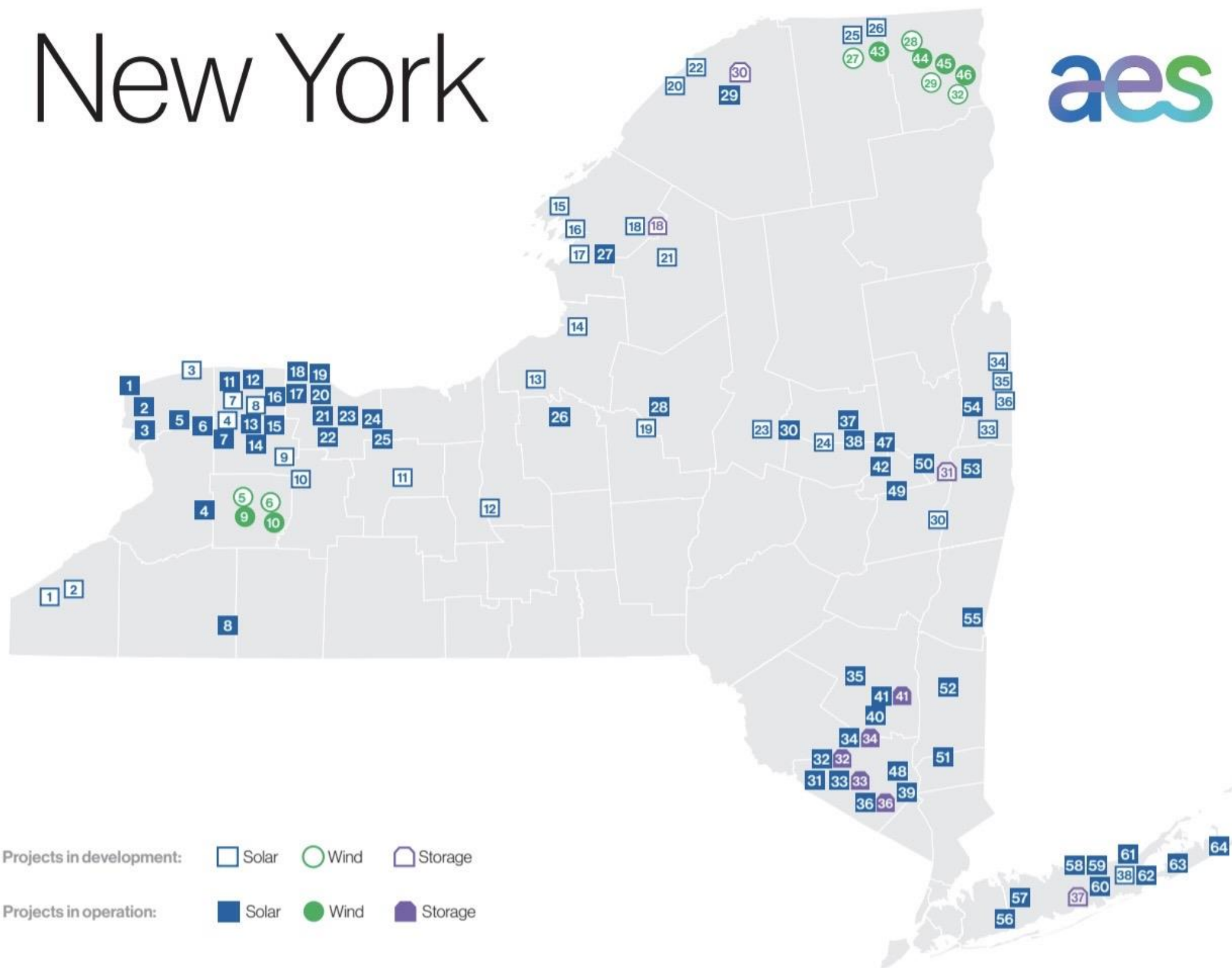
US Renewables portfolio

7.2 GW
operating

51 GW
in development



New York

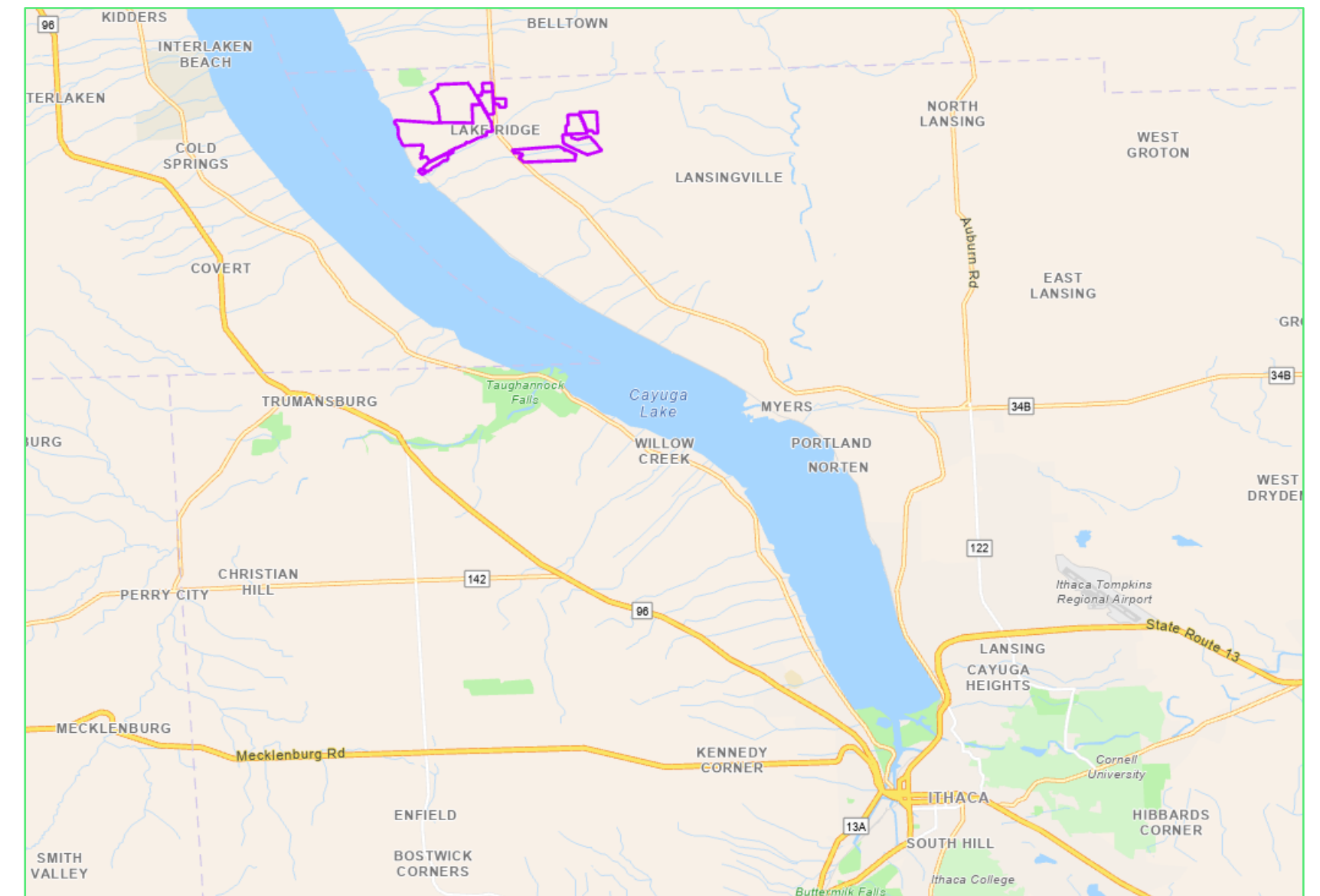


2022 NYSERDA Bids Awarded:

- Somerset Solar
- Hemlock Ridge Solar
- White Creek Solar
- Riverside Solar
- Bliss Wind
- Wethersfield Wind
- Chateaugay Wind
- Ellenburg
- Altona
- Clinton Wind
- 1.2 GW Total**

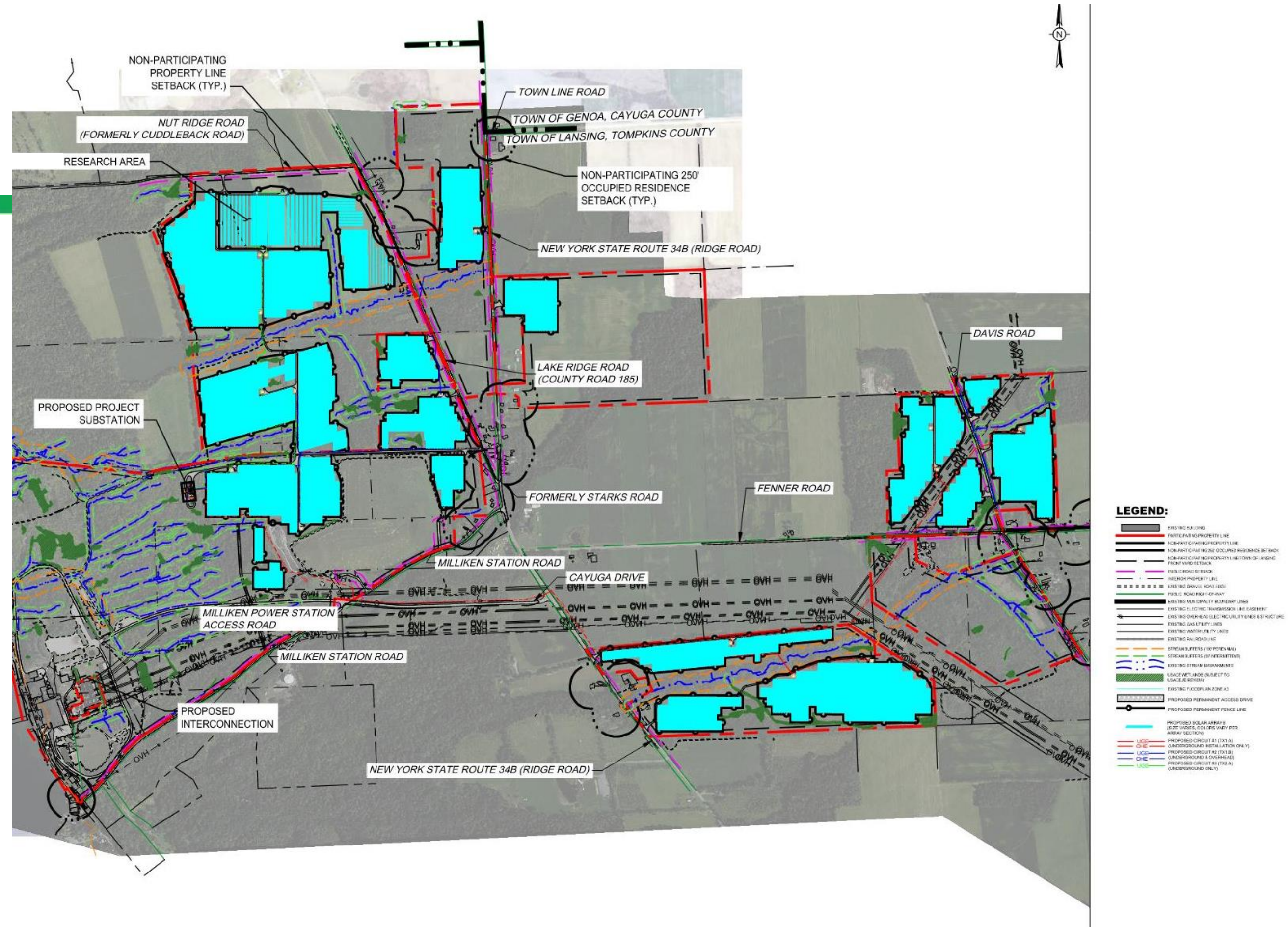
Cayuga Solar Overview

- **Nameplate Capacity:** 60MW Solar
- **Location:** Town of Lansing, Tompkins County
- **Point of Interconnection:** Milliken Station Existing 115 kV Substation (NYSEG)
- **Environmental Benefits:** Enough electricity to power ~10,500 homes annually.
 - Beneficial Reuse of Milliken Station Site
- **Project Footprint:** Approx. 400 acres
- **Expected Commercial Operation Date (COD):** 2028



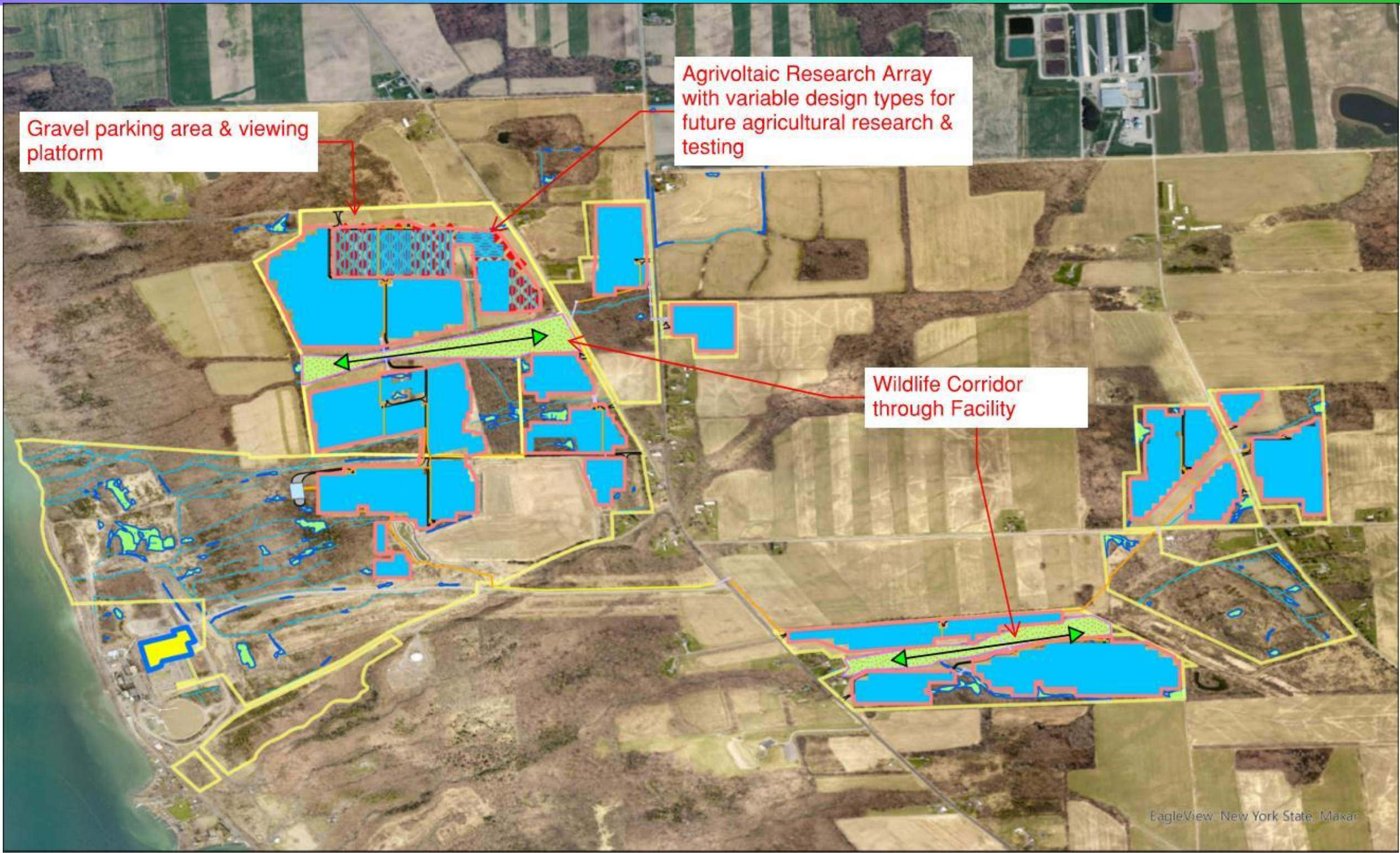
Preliminary Facility Layout

- Facility Site Footprint is about 400 acres
- Point of Interconnection: Milliken 115kV substation at retired Milliken Station Power Plant
- Project footprint uses as much land on Milliken station as possible, adjacent parcels

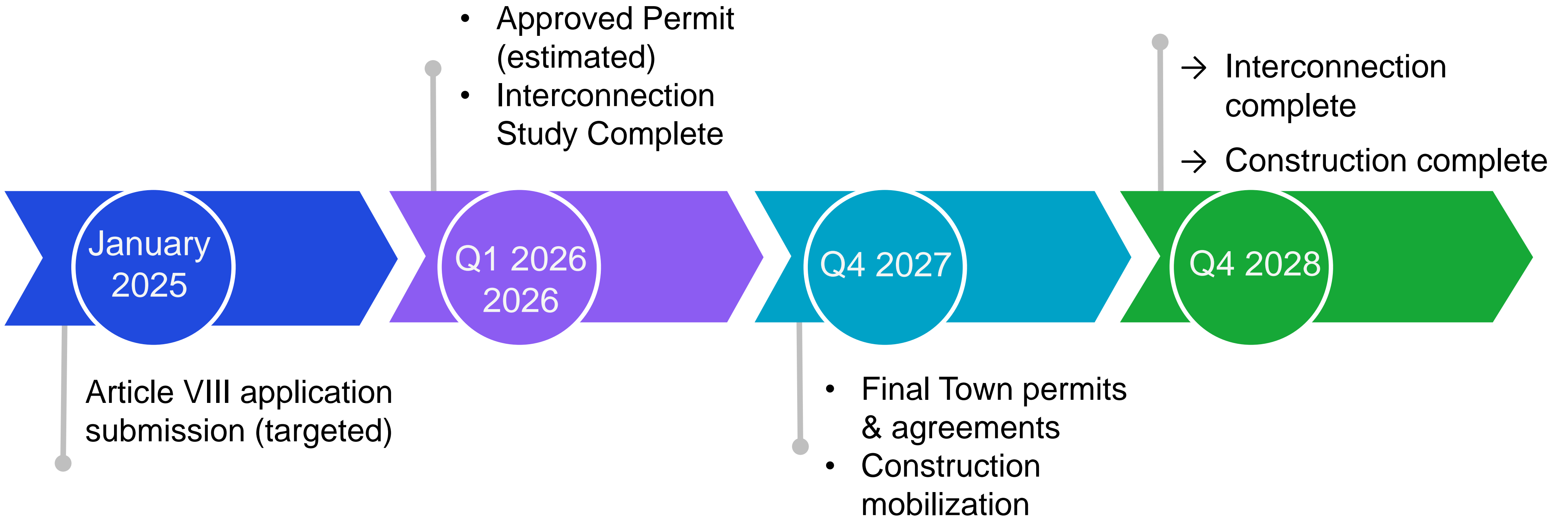


Preliminary Facility Layout

- Agricultural Research Facility with Single Axis Tracker, Fixed Tilt, and Vertical Panel
- Equipped with Sensors & instruments for microclimate data collection
- Corridors to allow wildlife travel through site
- Agrivoltaics throughout full Facility area
- Close coordination on stormwater design



Proposed Project Timeline



NYS Article VIII Siting & Commercial Process

- Project permitted by NYS since it is greater than 25MW
- Project will adhere to local laws to the maximum extent practicable
- Town will be heavily involved in consultations and final review of project details prior to construction
 - Town Building Permit & Fire Code Compliance prior to construction
 - Town Approval of SWPPP through MS4 process
- Project will connect to the NYISO transmission grid at Milliken Station substation
- Project will be submitted to NYS NYSERDA Large Scale Renewables solicitation in 2025

Economic Benefits

- About \$100 million capital investment
- Over \$5 million in estimated tax revenue over 20 years between taxing jurisdictions
 - Little to no additional burden on local services/resources
- \$500/MW per year electric utility bill credit
- Solar Agrivoltaics Demonstration & Research Facility
- Host Community Agreement (HCA) with Towns
- Hundreds of high paying construction jobs
- Up to 5 full-time equivalent jobs
- Continued agriculture with project vegetative maintenance, agricultural research

Next Steps

- **Local Consultations on**
 - Land Use
 - Visual Impact Assessment
 - Cultural Resources
 - Transportation
 - Health and Safety
 - Socioeconomic
 - Civil Stormwater (Lansing is MS4 community)

- **September 24, 2024** – Meeting with Agencies regarding regulatory/procedural aspects of project and local town laws

- **October 2, 2024** – Open House from 5-7PM at Community Center

- **January 2025** – Article VIII Permit Application Submittal

AES' Social Impact Program

Program Mission: Our social impact program partners with communities to strengthen positive impact through socioeconomic and environmental partnerships that improve lives today and in the future.

Partnering with Communities: AES people live and work in the communities we serve to fulfill our commitments in New York and around the world every day. We focus our efforts and support in key areas that deliver broad and meaningful impact to the community.

Focus Pillars: Our 4 focus pillars are our initial framework for providing donations to community organizations and developing partnerships to positively impact our host communities.

- Partnering for access to safe, efficient, and affordable energy and basic services.
- Partnering for Inclusive economic growth and education.
- Partnering for the environment
- Partnering for community resilience.

We want to hear from you!
 Reach our NY Stakeholder Relations team:

- 866 – 757 – 7697
- www.aes.com/cayuga-solar



AES celebrating our partnership with the United Way of Northern NY

Current Partnerships in the North Country:

- Lewis County Search and Rescue
- Railway Historical Musuem
- Beaver Falls Fire Department
- Town of Lowville Summer Rec Program
- United Way of Northern New York
- Jefferson Lewis Workforce Development Board
- Castorland Fire Department
- Croghan Library
- Croghan Volunteer Fire Department

"Our railroad library has been growing since our opening in the early 1990's. But thanks to AES we will be able to display more and the living quarters have come to life once more ". - Laurie Halladay, Manager of Railway Historical Musuem



September 10, 2024

Ruth Groff
Town Supervisor
Town of Lansing
29 Auburn Rd.
Lansing, NY 14882

Grant#: 24-592

Dear Ruth Groff:

I am pleased to inform you that the Trustees of the Park Foundation (the “Foundation”), in furtherance of the Foundation’s mission, have approved a grant of \$50,000 over two years to Town of Lansing for the Comprehensive Trails Plan. This action has been taken in response to, and in reliance on, your proposal received by the Foundation on July 16, 2024, and this grant is made on the terms described below.

As required by section 501(c)(3) of the Internal Revenue Code, your organization must use all grant funds provided to it by the Foundation solely for educational, scientific, or charitable purposes. The objectives of this grant, as indicated above and described in the background material you have provided, may be modified only with the Foundation’s advance approval.

No grant funds may be used by your organization for purposes of influencing elections or conducting voter registration drives, and no grant funds have been earmarked for either of those purposes. Your organization cannot expend any part of the grant in any way that violates federal or state law or subjects your organization or the Foundation to any penalty or loss of tax-exempt status under the federal tax law or other laws governing the use of charitable funds. If this is a project grant, no portion of the Foundation's grant funds may be used for the purpose of influencing legislation. If this is a general support or operating support grant, the IRS limitations on expenditures for the purpose of influencing legislation apply.

Grant payment cannot be made until the countersigned copy of this letter is received.

Grantees who submitted their proposal electronically will find their report form in their grantee portal. Those who submitted their proposal by hard copy should use the report form on the Foundation’s website www.parkfoundation.org. Failure to provide overdue reports from prior grants may delay payment on current grant or consideration of future grants. Please review the enclosed schedule and contact information and confirm that it is correct.

The Park Foundation is committed to reducing its environmental impact and conserving resources as part of our organizational sustainability initiative. When there are press releases, photographs, and published material about this grant and the work it has supported, we would appreciate receiving electronic copies or links sent via email. Correspondence should be sent to Nick Goldsmith, Program

*Park Foundation Inc. 140 Seneca Way, Suite 100 Ithaca, New York 14850
Tel: 607/272-9124 Fax: 607/272-6057
www.parkfoundation.org*

Officer, and should reference the grant number 24-592. Please use your discretion regarding hard copies.

It is our understanding that Town of Lansing has been determined by the Internal Revenue Service to be a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and has been classified by the Internal Revenue Service as other than a private foundation under either Section 509(a)(1) or Section 509(a)(2) of the Code, and that there has been no audit or other event producing a change in this status or classification. If there is any change in this status and/or classification after the date of this agreement, you agree to let us know promptly. In the event of loss of tax-exempt status under Federal laws, or a change in classification, no further expenditures of grant funds provided by the Foundation may be made and any unspent grant funds must be returned promptly to the Foundation.

The understandings set forth in this letter are based on the information your organization has provided to us. Those understandings are essential terms of this agreement.

If this letter correctly sets forth the terms on which your organization accepts this grant and there has been no change in the IRS status and classification of Town of Lansing as indicated above, **you may return the countersigned to the Foundation by surface mail, fax or email. Please fax to 607-272-6057 or email to TYC@Parkfoundation.org.**

With Gratitude,



Rachel Leon
Executive Director

RL: tyc
Enclosure

Town of Lansing hereby accepts the grant described above on the terms set forth in this letter and agrees to abide by all of its representations and agreements stated above.

Printed Name: _____ Signature: _____

Title: _____ Date: _____

Payment/Reporting Schedule

Organization: Town of Lansing

Grant #: 24-592

<u>Payment Amount</u>	<u>Estimated Payment Date</u>	<u>Grant Reports Due</u>
\$15,000	9/30/2024	8/31/2025-Interim Report
\$35,000	9/30/2025	9/30/2026-Final Report

Multi-Year Grant:

In order to receive grant payment on the dates indicated above, the Foundation must receive the grant reports on the dates scheduled.

Grantee Contact Person(s):

Ruth Groff, Town Supervisor
Steve Lauzun, Chair, Parks, Rec & Trails Working Group

*Please advise the Foundation of any changes to the contact person(s) related to this grant.

Please Note: Grantee should completely expend funds before submitting final report narrative/accounting. If an extension is required, please contact the indicated program staff person for approval prior to report due date. Failure to provide scheduled reports from prior grants on time may delay issuance of payment on current grant(s).

**MOTION FOR TOWN OF LANSING TO ACCEPT GRANT FROM PARK
FOUNDATION FOR A COMPREHENSIVE TRAILS PLAN**

MOTION M24-

**MOTION FOR TOWN OF LANSING TO ACCEPT GRANT FROM PARK
FOUNDATION FOR A COMPREHENSIVE TRAILS PLAN**

Councilperson _____, moved to accept a grant of \$50,000 over two years from the Park Foundation for a Comprehensive Trails Plan.

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____

RESOLUTION REQUESTING REDUCTION OF SPEED LIMIT ON BUCK ROAD

RESOLUTION 24-

**RESOLUTION REQUESTING REDUCTION OF SPEED LIMIT
ON BUCK ROAD**

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

WHEREAS, the Town Board of the Town of Lansing has received a request from the residents along Buck Road concerned about safety of pedestrians and excessive speed and a representative of the neighborhood has presented a petition signed by the residents in support thereof; and

WHEREAS, Buck Road is a Town Highway; and

WHEREAS, the residents and property owners of Buck Road east of Auburn Road/Route 34 up to Scofield Road request a reduction in the speed limit to 45 miles per hour to improve public safety; and

WHEREAS, upon consideration and deliberation upon the same, the Town Board of the Town of Lansing has hereby

RESOLVED, that the Town Board of the Town of Lansing supports the requested reduction in speed limit and hereby directs that the Town requests the New York State Department of Transportation to conduct a traffic study along Buck Road in the Town of Lansing for the purpose of considering reduced speed to enhance safety.

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 September 18, 2024.

RESOLUTION BY THE TOWN OF LANSING TO STATE INTEREST IN THE FUTURE OF THE PORTION OF THE RAILROAD RIGHT-OF-WAY THAT RUNS THROUGH THE TOWN OF LANSING IN THE EVENT OF DECOMMISSIONING BY NORFOLK SOUTHERN

RESOLUTION 24-

RESOLUTION BY THE TOWN OF LANSING TO STATE INTEREST IN THE FUTURE OF THE PORTION OF THE RAILROAD RIGHT-OF-WAY THAT RUNS THROUGH THE TOWN OF LANSING IN THE EVENT OF DECOMMISSIONING BY NORFOLK SOUTHERN

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

WHEREAS, the majority of Cayuga Lake shoreline in the Town of Lansing is owned or controlled by Norfolk Southern Railway (NS); and

WHEREAS, portions of the railway are no longer in regular use, lending uncertainty to the future use of the railroad right-of-way; and

WHEREAS, it is conceivable that in the foreseeable future portions of the railroad track may be decommissioned; and

WHEREAS, the Conservation Advisory Council (CAC) is tasked with providing guidance to the Town Board on potential conservation opportunities; and

WHEREAS, the CAC has identified the railway right-of-way as an important conservation opportunity; and

WHEREAS, the open sale of this property could lead to many negative externalities, including exclusion of the use of the publicly owned lake and environs; and upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED, that it is in the public interest that if the railway right-of-way, or any portion thereof, is decommissioned that it not be put up for private sale or auction; and

RESOLVED, that the Town of Lansing would prefer to see a public entity, either the Town, County, State, Federal Government, or a nonprofit non-governmental organization acquire this property; and

RESOLVED, that the Town of Lansing feels it would be in the best interest of the community for this property to be developed for recreational use rather than individual use.

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 September 18, 2024.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR’S REPORT

RESOLUTION 24-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR’S REPORT

The Supervisor submitted her monthly report for the month of August 2024, to all Board Members and to the Town Clerk. The Supervisor’s Report was reviewed by Councilperson Joseph Wetmore. The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Judy Drake. The Supervisor’s Report be approved as submitted and the Bookkeeper is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 009

TOWN OF LANSING				
Abstract # 009				09/16/2024
Summary by Fund				08:09:52
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	8,287.50	83,376.96	91,664.46
B	GENERAL FUND OUTSIDE VILLAGE	120.00	3,936.22	4,056.22
DA	HIGHWAY FUND TOWNWIDE	80.24	36,798.83	36,879.07
DB	HIGHWAY FUND OUTSIDE VILLAGE	182.53	51,694.46	51,876.99
SL1-	LUDLOWVILLE LIGHTING DISTRICT	151.47		151.47
SL2-	WARREN ROAD LIGHTING DISTRICT	980.47		980.47
SL3-	LAKEWATCH LIGHTING DISTRICT	1,506.76		1,506.76
SS1-	WARREN RD SEWER	-257.32	88,226.51	87,969.19
SS3-	CHERRY ROAD SEWER DISTRICT		6,849.59	6,849.59
SW	LANSING WATER DISTRICTS	2,192.13	11,419.16	13,611.29
TA	TRUST & AGENCY	6,354.06	75,005.48	81,359.54
Total:		19,597.84	357,307.21	376,905.05

BUDGET MODIFICATIONS
HIGHWAY TOWNWIDE
FUND DA
September 18, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
DA2650 (SALE OF SCRAP & EXCESS MATERIAL)	DA5130.200	PER RESOLUTION 24-92, ALLOCATING SALE OF F550 FOR NEW EQUIPMENT	\$25,000.00
DA2650 (SALE OF SCRAP & EXCESS MATERIAL)	DA5130.400	ADDTL \$\$ NEEDED FOR REMAINING MONTHS OF FISCAL YEAR FOR MAINTENANCE OF MACHINERY	\$28,000.00

(Budget amount for DA2650 was \$10k, and current revenue received is \$63,751.98)
 Please direct questions to M. Moseley

CHERRY RD
SEWER DISTRICT
FUND SS3-
September 18, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SS3-8120.400	SS3-1420.400	TO COVER ADDTL LEGAL EXPENSES	\$ 1,000.00

Please direct questions to M. Moseley

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 September 18, 2024.

**Judy Drake
Town Board Member Report
September 2024**

Tompkins County Youth Services Board- August 26, 2024 – unable to attend, but they had an end of summer picnic meeting.

Lansing Fire Commissioners- September 3, 2024-

Calls in August: Fire: 44 EMS: 37 Total calls: 104 Total for year: 821

Floor replacement at Central Station is complete.

Reviewed 2025 budget projections.

Lansing Zoning Board of Appeals- September 11, 2024-

Agenda: 32 Ladoga Park – request to remove prior conditions - postponed

N. Triphammer Road - Solar variance to construct 2 solar energy facilities – under review

430 Auburn Road – area variance for a farm business sign - approved

Personnel Management Committee – September 4, 2024

Discussed wage budgeting for 2025 and impacts of LHA negotiations.

Lansing Highway Association (LHA) Negotiations-

August 27, 2024 -town team meeting to discuss draft proposals and review draft local law that would create a Public Works Department.

September 2, 2024- revised material in preparation for negotiations

September 3, 2024 -negotiations meeting with LHA and Town team

Ruth and I met with Pat regarding creation of a PWD and Parks -Recreation.

September 12, 2024 – met with Ruth, Mary Ellen, Mikey and Pat to continue discussion around a concept of a Public Works Department and Parks & Recreation Department.

Reviewed draft local law.

September 13, 2024 – revised material regarding PWD for Town Board discussion on 9/18/24



Energy Options Report for Town of Lansing - Town Hall

By: George Aiken, and Umit Sirt, PE (Taitem Engineering)

Date: February 12, 2024 *Revised*

Building Description:

Name/Address: Lansing Town Hall, 29 Auburn Rd, Lansing, NY

Primary Property Type: Single Story Office Building

Gross Floor Area: 8,200 ft²

Year Built: 1999

Existing mechanical and lighting system;

Heating: Gas fired condensing boiler with radiant floor distribution

Cooling: Split DX system with ducted air handlers

Domestic Hot Water: Gas fired power vented tank heater with recirculation

Interior Lighting: Mixed fluorescent T8 and LED fixtures with occupancy control

Exterior Lighting: Mixed HPS and LED wallpacks with photo-sensor control

Project Description:

The Lansing Town Hall had an energy study done in 2010 and implemented many of the measures identified then. A more recent boiler replacement has rendered much of the radiant floor heating system non-functional. The existing cooling and ventilation equipment is near or past the end of its useful life. As major investments into the HVAC system are likely, the Town of Lansing is interested in what options are feasible, particularly in regards to replacing fossil-fuel burning equipment with electrically driven equipment (building electrification).

Goal of Energy Option Report:

The goal of this Energy Options Report is to provide cost and savings estimates for specific energy conservation and electrification measures as well as an overview of the energy efficiency program opportunities and incentives available for the project.

List of Possible Incentives:

1. Solar energy: up to [30% Federal Business Energy Investment Tax Credit](#) (via direct payment), PLUS [NYSERDA NY-SUN](#) program incentives (currently \$0.35/W but dropping to \$0.25/W soon). [EIC OPEN C-PACE](#) provides long-term alternative financing to fund clean energy projects in commercially owned buildings. Please note that C-PACE has not yet been adopted by the Town of Lansing government, however the Town can at any point adopt C-PACE financing. Any state municipality with tax lien authority can enable C-PACE financing by passing a local law and signing EIC’s Municipal Agreement. Find out more by contacting Sarah Smiley at: ssmiley@eicpace.org or by phone at (914) 302-7300 Ext. 8105.
2. Geothermal heat pumps: up to [30% Federal Business Energy Investment Tax Credit](#) (via direct payment).
3. [NYS Clean Heat Program – NYSEG](#): Incentives for heat pumps for heating/cooling and hot water production.

Technology	Incentive
ccASHP	\$800 - \$1,200/10,000 BTUH of maximum heating capacity at NEEP 5°F
GSHP	\$1,500/10,000 BTUH of full load heating capacity as certified by AHRI
Air-Source HPWH (<120 gal)	\$700/unit

4. [NYSEG Commercial and Industrial Program](#): prescriptive and custom incentives
 - a. Prescriptive rebates: For specific predetermined measures such as: Lighting, HVAC, plumbing, and process systems
 - i. [NYSEG Lighting Rebates](#)
 - ii. [NYSEG HVAC and Plumbing Rebates](#)
 - b. Custom rebates: These are performance-based rebates that require site-specific assessment and cost analysis. (\$0.20/kWh saved and \$1.50/therm saved)
 - i. [NYSEG Non-Lighting Custom Rebates](#)
5. [Electric Vehicle Charging Stations](#):
 - a. [NYSERDA Charge Ready NY 2.0](#): \$4,000 per charging port for Level 2 charging stations at public facilities
 - b. [Utility EV Make-Ready Programs](#): The incentive levels vary depending on project criteria:

Incentive Level	Eligible Project Criteria
Up to 100%	<ul style="list-style-type: none"> Publicly available DCFC projects with standardized plug types located within Disadvantaged Communities (DAC) or Disadvantaged Community Zones, as applicable. Publicly available DCFC projects with proprietary plug types that also include an equal number of standardized plugs of an equal or greater charging capacity to the proprietary plugs located within a DAC or Disadvantaged Community Zones, as applicable. L2 projects located at eligible multi-unit dwellings (MUD) (see Table 2). L2 curbside projects within or adjacent to a DAC. Enhanced incentive eligibility by utility is detailed below.
Up to 90%	<ul style="list-style-type: none"> Publicly available L2 and DCFC projects with standardized plug types. Publicly available L2 and DCFC projects with proprietary plugs that also have an equal or greater number of standardized plugs of an equal or greater charging capacity to the proprietary plugs. Includes municipal pay-to-park locations and free parking offered while charging.
Up to 50%	<ul style="list-style-type: none"> Non-public L2 and DCFC projects, such as workplaces or MUDs with restricted access and privately owned pay-to-park lots that require payment for parking while charging. Public and non-public L2 and DCFC projects with proprietary plugs that do not include an equal or greater number of standardized plugs of an equal or greater charging capacity to the proprietary plugs.

Table is provided for illustrative purposes. Individual utilities reserve the right to make determinations regarding incentive level eligibility based on their assessment of the proposed project and available information at the time of review. Customers are responsible for all costs not eligible for incentives including the cost of chargers, maintenance, electricity, networking fees, and other operational costs. DAC areas will be defined in each utility's implementation plan filings.

The Lansing Town Hall does fall within the Disadvantaged Community boundary and is eligible for 100% cost reimbursement for the upgrade to infrastructure and for the cost of the charging stations.

c. [NYSEG DC Fast Charging Incentive Program:](#)

- i. The Direct Current Fast Charging (DCFC) Incentive Program provides an annual declining per-plug incentive payable to qualifying public DCFC operators for approximately seven years (2019-2025). The NYSEG incentive initially covers most of the delivery costs associated with the charger, diminishing each year until 2025.
- ii. The purpose of the incentive payment is to support DCFC while utilization is relatively low by offsetting electric delivery cost. The incentive will be paid annually after twelve months of billing and shall not exceed the billed delivery cost for that period.
- iii. A separate NYSEG meter would need to be installed specifically for the DC chargers, with up to a maximum of 10kW of non-EV charger ancillary loads.
- iv. Plugs with a charging capacity of 50 – 74 kW will be eligible for 60% of the prescribed incentives payment (up to the delivery cost cap), and plugs with a charging capacity of 75 kW or more will be eligible for 100% of the prescribed incentive (up to the delivery cost cap)
- v. The table below shows the maximum incentive level that a customer could receive based on the year in which they qualify for the program.

Fixed Annual Incentive (First Year)	Program Year							Total Incentive
	2019	2020	2021	2022	2023	2024	2025	
2019	\$8,000	\$6,857	\$5,714	\$4,571	\$3,429	\$2,286	\$1,143	\$32,000
2020		\$8,000	\$6,857	\$5,714	\$4,571	\$3,429	\$2,286	\$30,857
2021			\$8,000	\$6,857	\$5,714	\$4,571	\$3,429	\$28,571
2022				\$6,857	\$5,714	\$4,571	\$3,429	\$20,571
2023					\$5,714	\$4,571	\$3,429	\$13,714
2024						\$4,571	\$3,429	\$8,000
2025							\$3,429	\$3,429

6. NYSERDA [Small Business and Not-for-Profit Financing](#): offers small business and not-for-profit organizations low-interest loan options to finance energy efficiency projects (*applies to major renovations*).
 - a. [Participation Loan](#): NYSERDA partners with lenders across New York State to help small businesses and not-for-profits access low-interest financing for energy efficiency improvements.

7. Section 179D Energy Efficient Building [Federal Tax Deduction](#): CONSULT WITH YOUR TAX PROFESSIONAL. The Inflation Reduction Act (IRA) modified the Federal tax code section 179d to allow the tax deduction to be transferred to the tax-liable designer of the system/project to allow tax exempt entities such as state and local governments to take advantage of the credit indirectly.
 - a. The tax deduction is available to owners of new or existing buildings who install (1) interior lighting; (2) building envelope improvements; or (3) heating, cooling, ventilation, or hot water systems that reduce the building’s total regulated energy usage by 25% or more in comparison to a building meeting minimum requirements set by code (ASHRAE Standard 90.1-2007).

	Base Credit*	Additional Credit*	Credit Maximum*
Non-Prevailing Wages	\$0.57/ sq ft	\$0.02 / sq ft per % reduction in EUI	\$1.13 / sq ft
With Prevailing Wages	\$2.83 / sq ft	\$0.11 / sq ft per % reduction in EUI	\$5.65 / sq ft

*Section 179D tax deduction amounts shown above include the inflation adjustment from IRS’ Revenue Procedures 2022-38 and 2023-34.

8. NYSERDA, [Clean Energy Communities Program \(PON 3298\)](#): There are limited availability, point-based grants with funding amounts based on the following two tables:

DESIGNATION GRANTS BEFORE 10/1/24:

To earn funding at these levels, the municipality must submit the required documentation for the action(s) that qualifies them for the designation grant by 9/30/24 at 11:59 PM EST. If the action(s) is rejected, municipalities will not be eligible for grant awards at this level.

Designation Level	Number of Points	Funding for Small Municipalities (Up to 39,999 population)	Funding for Large Municipalities (40,000 or greater population)
CEC Designation - must complete 4 high-impact actions	N/A	\$5,000	\$5,000
1-Star Designation ★	1,000	\$10,000	\$10,000
2-Star Designation ★★	3,000	\$50,000	\$125,000
3-Star Designation ★★★	5,000	\$100,000	\$200,000
4-Star Designation ★★★★	7,000	\$175,000	\$275,000
5-Star Designation ★★★★★	9,000	\$250,000	\$350,000

DESIGNATION GRANTS ON OR AFTER 10/1/2024:

Designation Level	Number of Points	Funding for Small Municipalities (Up to 39,999 population)	Funding for Large Municipalities (40,000 or greater population)
CEC Designation - Must complete 4 high-impact actions	N/A	\$5,000	\$5,000
1-Star Designation ★	1,000	\$10,000	\$10,000
2-Star Designation ★★	3,000	\$40,000	\$100,000
3-Star Designation ★★★	5,000	\$75,000	\$150,000
4-Star Designation ★★★★	7,000	\$125,000	\$200,000
5-Star Designation ★★★★★	9,000	\$200,000	\$300,000

The categories are NYStretch Energy Code, Community Campaigns – Community Solar, Community Campaigns- Electric Vehicles, Community Campaigns Clean Heating and Cooling and Energy Efficiency, and Community Campaigns – Demand Response.

Other programs that do not offer incentives, but offer other additional benefits:

All programs listed below have building performance requirements that include the most relevant version of Energy Star. Green building certification (recognition), and non-energy benefits such as greener materials and lower-toxicity materials are also part of the certification requirements.

- [LEED Certification](#): LEED is a widely-recognized green building certification.
- [WELL Certification](#): WELL is performance-based system for measuring, certifying, and monitoring features of the built environment that impact human health and wellbeing, through air, water, nourishment, light, fitness, comfort, and mind.
- [The International Living Futures Institute Zero Energy](#) and Zero Carbon certifications: focused on reducing both operational carbon and embodied carbon in buildings.

Choice of Heating and Cooling System

A major focus of current state policy is to reduce carbon emissions by encouraging electrification, most importantly through the use of heat pumps for space heating. For example, NYSERDA has recently increased incentives for heat pumps. Electrified buildings are intended to be served by an increasingly cleaner electric grid, with the grid already one of the cleanest in the nation, and with the governor targeting 70% of the grid being renewable by 2030, and 100% to be clean (free of fossil fuels) by 2040. This is also a major focus of local energy policy at the county and city/town levels. For example, the city of Ithaca’s Green Building Policy encourages the use of heat pumps and phases out fossil fuels by 2026 in new buildings. NYSEG has proposed not bringing new gas supply to the Ithaca area, in response to a gas moratorium in Lansing. There is a reasonable chance that fossil fuels will be subject to a carbon tax in the future, in which case heating costs for gas-heated buildings will rise unpredictably.

Many developers are already using heat pumps. Despite residual concerns about heat pump performance left over from older technology in the 1980’s, many newer heat pump installations are operating without any problems. Heat pumps do take some getting used to: They look different, get serviced differently, require attention to issues such as refrigerant leak prevention, and more. Some Ithaca-area developers report liking heat pumps for many reasons, including performance in heating and cooling, individual electric metering, affordability, and safety (no risk of gas explosions or carbon monoxide). There are many different kinds of heat pumps (air source, ground source, packaged, split, ducted, ductless, rooftop, etc.), and developers are encouraged to evaluate their installation on all projects.

Solar Energy

There are two kinds of solar energy systems, photovoltaic and thermal. Photovoltaic makes electricity, thermal makes hot water.

Solar energy can be on-site or remote. We focus our discussion on on-site solar, with a short mention of off-site solar at the end.

On-site solar can be roof-mounted or ground-mounted. Roof-mounted solar energy may be able to serve all the needs of a highly efficient building up to about four stories high.

A solar photovoltaic system can be used to offset some or all of the building's electric use. It is typically "grid-tied", and so any shortage in electricity provided by the solar system is supplied to the building by the grid, and excess solar energy is sent out to the grid. New York's "net metering" law allows this excess production to gain the owner credit from the grid, up to a limit dependent on many local factors.

The costs and benefits of solar depend on the size of system that is installed. Some people choose to size the solar to provide the equivalent of the building's total needs. This is called a zero-energy building (ZEB) or alternatively "net zero energy" building. Others choose to size a smaller system, for example a multifamily building might size a solar system so that it serves common-area loads such as exterior lighting, corridor/stairwell lighting, laundry, and hot water. Alternatively, a buildings' roof area may not be big enough for a system that covers the full annual load of the building however, a decision may be made to install it anyway, covering a portion of the annual energy bill.

Solar thermal systems can provide some, but not all, of the heat needed to heat the building's domestic hot water. They typically use one tank to preheat the water, and another tank/heater (typically electric) to provide additional heat when needed.

Off-site solar systems (only photovoltaic, not thermal) can be either owned by the client, in which case the benefits accrue even after the system is paid for. Or it can be a subscription-type service, in which case the cost of electricity is slightly discounted and fluctuates with the market rate, but there is no long-term "free energy" such as is the case if the system was owned.

Energy Star Appliances

Consider installing Energy Star appliances: [Energy Star dishwasher](#), [Energy Star refrigerators](#), [Energy Star ASHP/Central AC](#)

Electric Vehicle Chargers

Research has shown that the price per charging port is significantly reduced when larger quantities of chargers are installed as part of one project. In addition, the price for EV chargers is also significantly less when coordinated with other construction activities. A [Rocky Mountain Institute study](#) on infrastructure costs shows that by installing 6+ EV chargers as part of one project, costs reduced by approximately 40% to around \$3,800 for each EV charger.

There are three different types of EV chargers, also known as Electric Vehicle Supply Equipment (EVSE), which are detailed below.

Level 1 –120V AC power supply, charging is slow (3-5 miles/hour) – limited or no use for a municipal garage.

Level 2 – 240V or 480V AC power connection, charging speed is about 10-20 miles of charge per hour (around 7.2 kW). Great for plug-in hybrids and topping off battery electric vehicles.

Level 3 (DC Fast Charger) – offer the fastest charging speeds available (~100 to 350 miles of charge per hour). Often 50 kW but sometimes higher (150-250 kW). There are three types of plugs: Tesla, CHAdeMO, and SEA Combo.

Some additional websites/resources that are worth checking out for more information:

[Electric Vehicle Charging Station Guidebook – Planning for Installation and Operation](#)

[Electric Vehicle Charging Infrastructure – Guidelines for Cities](#)

Other Benefits

- Energy improvements can also reduce maintenance costs. For example, well-designed LED lighting systems require less frequent lamp replacement costs. A ground source heat pump will likely have lower maintenance costs than an air source heat pump because the mechanical components are not exposed to the elements nor are they subject to the same extreme operating conditions.
- Energy improvements frequently improve thermal comfort. For example, lower infiltration means fewer drafts, and better insulation means smoother temperature distribution throughout the space.
- A high-performance building saves energy costs, is good for the environment, can be used for good community relations, and can serve as an example for the community.

Carbon reduction measures to consider

Below is a summary of all measures evaluated:

Lansing Town Hall Project Summary															
			GHG Emissions		Electric Use				Nat Gas Use		Costs & Savings				
Existing Emissions & Utility Usage			35,366 lb CO2/year		45,364 kWh/yr		18.8 kW/mo		208.5 MMBTU/yr						
Energy Conservation Measures	Measure Type	Recommendation	lb CO2/year Reduction		kWh/yr Reduction		kW/mo Reduction		MMBTU/yr Reduction		Savings	GHG Savings	Project Cost	Payback Years	Payback w/ GHG Cost
ECM 1 - Replace Control System	Energy Use Reduction	Recommended	(275)	-1%	1,708	4%	1.3	7%	-5.7	-3%	\$ 85	\$ (17)	Unknown	Long	Long
ECM 2a - Replace AC with ASHP (Keep Boiler)	Partial Electrification	Not Recommended	9,431	27%	-5,049	-11%	-5.7	-30%	89.5	43%	\$ 422	\$ 571	\$ 44,000	104.3	44.3
ECM 2b - Replace AC and Boiler with ASHP	Full Electrification	Recommended	19,259	54%	-12,195	-27%	-25.8	-137%	186.5	89%	\$ 595	\$ 1,165	\$ 76,000	127.7	43.2
ECM 2c - Replace AC and Boiler with GSHP	Full Electrification	Not Recommended	19,415	55%	-11,529	-25%	-20.7	-110%	186.5	89%	\$ 703	\$ 1,175	\$ 112,000	159.3	59.6
ECM 3 - Replace/Repair ERV System	Energy Use Reduction	Recommended	2,038	6%	-768	-2%	0.0	0%	18.7	9%	\$ 123	\$ 123	\$ 9,000	73.2	36.6
ECM 4a - Install Heat Pump Water Heater	Electrification	Recommended	2,855	8%	-1,934	-4%	-3.4	-18%	27.9	13%	\$ 86	\$ 173	\$ 6,400	74.1	24.7
ECM 4b - Install Point of Use WH	Electrification	Not Recommended	2,671	8%	-2,721	-6%	-5.5	-29%	27.9	13%	\$ 5	\$ 162	\$ 4,000	875.3	24.1
ECM 4c - Install Electric Tank WH	Electrification	Not Recommended	2,070	6%	-5,284	-12%	-18.0	-96%	27.9	13%	\$ (328)	\$ 125	\$ 3,000	N/A	N/A
ECM 5 - Replace Lighting with LED	Electricity Production	Recommended	484	1%	6,921	15%	3.2	17%	-9.6	-5%	\$ 450	\$ 29	\$ 6,600	14.7	13.8
Subtotal (Recommended Measures)			23,485	66%	-5,300	-12%	-22.6	-120%	208.5	100%	\$ 1,346	\$ 1,421	\$ 98,000	72.8	35.4

NOTES:

¹ GHG savings are based on values established by NYDEC in their report "Establishing a Value of Carbon" of June 2021

² Incremental costs do not include depreciation of existing aging equipment or any potential state or utility incentives.

Measures are categorized as either energy use reduction, electrification, or electricity production measures. The proposed timeline for these measures is based on the ease of implementation (both cost and planning required), as well as prioritizing energy use reduction before electrification, and electrification before electricity production.

Detailed descriptions of all measures:

Below are detailed descriptions of all measures evaluated for this report.

1. Replace HVAC Control System

Description: The existing control systems are only partially functional and roughly 50% of the building is underheated in winter and undercooled in summer. As a result, electric space heaters are employed regularly during the winter. This estimate assumes that replacement/repair of the existing HVAC control system would eliminate this supplemental electric space heater use. This measure assumes that occupant behavior and building temperatures will remain the same after implementation, and thus that energy use and costs will decrease. However, it should be noted that occupant behavior may change after implementing this measure as the building will be able to be kept at more comfortable temperatures throughout the year (e.g. higher in winter and lower in summer). This change in behavior may actually cause energy costs to increase as a result.

Project costs: Unknown. The costs for replacement or repair are dependent on factors outside the scope of this report to determine.

Incentives: None.

Annual energy savings: -57 therms/year; 1,708 kWh/year; 1.3 kW peak

Annual GHG emissions savings: -275 lb CO₂/yr (-1% of total)

Annual energy cost savings: \$85/year; additionally \$(17)/year social cost of GHG emissions

Payback period: Long or non-existent

2a. Replace AC with Air Source Heat Pump (Keep Boiler)

Description: The existing AC systems are near or at the end of their useful lives. Replacing them with an air source heat pump system would provide increased efficiency and performance in cooling, as well as providing primary heating in winter. The boiler and hydronic distribution system would remain in place and act as supplementary heat in winter. Note that this configuration may limit the availability of some state and utility incentives.

Project costs: \$44,000

Incentives: May qualify for NYSEG Clean Heat incentives. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 895 therms/year; -5,049 kWh/year; -5.7 kW peak

Annual GHG emissions savings: 9,431 lb CO₂/yr (27% of total)

Annual energy cost savings: \$422/year; additionally \$571/year social cost of GHG emissions

Payback period: 104 years (without including the social cost of GHG emissions)

2b. Replace AC and Boiler with Air Source Heat Pump

Description: Installing an air source heat pump with sufficient capacity to heat and cool the building all year provides greater emissions reductions and cost savings and represents the best path towards electrifying the building. This option does come with higher costs than the partial replacement option outlined in 2a, however more incentives are available for total replacement that may offset this additional cost. It should be noted that some incentive programs may require complete removal of the existing boiler system.

Project costs: \$76,000

Incentives: May qualify for NYSEG Clean Heat incentives. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 1,865 therms/year; -12,195 kWh/year; -25.8 kW peak

Annual GHG emissions savings: 19,259 lb CO2/yr (54% of total)

Annual energy cost savings: \$595/year; additionally \$1,165/year social cost of GHG emissions

Payback period: 128 years (without including the social cost of GHG emissions)

2c. Replace AC and Boiler with Ground Source Heat Pump

Description: Installing a ground source heat pump provides the same advantages as option 2b, but comes with a higher project cost. There are additional incentives available for ground source systems that can partially offset this increase in cost. Energy and emissions savings are slightly higher than the air source system due to a greater seasonal efficiency. It should be noted that some incentive programs may require complete removal of the existing boiler system.

Project costs: \$112,000

Incentives: May qualify for NYSEG Clean Heat incentives. May also qualify for Business Energy Investment Tax Credit. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 1,865 therms/year; -11,529 kWh/year; -20.7 kW peak

Annual GHG emissions savings: 19,415 lb CO2/yr (55% of total)

Annual energy cost savings: \$703/year; additionally \$1175/year social cost of GHG emissions

Payback period: 159 years (without including the social cost of GHG emissions)

3. Replace/Repair ERV System

Description: The existing energy recover ventilator (ERV) system is not currently operational. It's unclear whether this is just a control systems issue or equipment malfunction. Without active building pressure control, ventilation is passive through the use of exhaust fans and natural ventilation. By replacing or repairing the ERV system, this passive ventilation can become actively controlled again, better distributing fresh air throughout the building, and taking advantage of the heat recovery aspect of the ERV system.

Project costs: \$9,000

Incentives: May qualify for NYSEG Clean Heat custom incentives. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 187 therms/year; -768 kWh/year

Annual GHG emissions savings: 2,038 lb CO₂/yr (6% of total)

Annual energy cost savings: \$123/year; additionally \$123/year social cost of GHG emissions

Payback period: 73 years (without including the social cost of GHG emissions)

4a. Install Heat Pump Water Heater

Description: Replacing the existing gas fired water heater with a heat pump water heater presents the best path towards electrifying the domestic hot water system of the building. Energy cost savings are minimal, so this can be considered when the existing water heater is nearing the end of its useful life. It should be noted that this heat pump water heater will remove some heat from the basement mechanical room it would be located in. If the existing boiler is replaced with a heat pump system, then there will no longer be "waste" heat from the boiler, and the heat removed from the mechanical room will need to be made up at least partially by the space heating system, reducing overall efficiency somewhat.

Project costs: \$6,400

Incentives: May qualify for NYSEG Clean Heat incentives. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 279 therms/year; -1,934 kWh/year; -3.4 kW peak

Annual GHG emissions savings: 2,855 lb CO₂/yr (8% of total)

Annual energy cost savings: \$86/year; additionally \$173/year social cost of GHG emissions

Payback period: 74 years (without including the social cost of GHG emissions)

4b. Install Point of Use Water Heaters

Description: Installing point of use electric resistance "mini-tank" water heaters in each bathroom would reduce the substantial storage and recirculation heat losses. The cost of these tanks is also relatively low. However, the energy savings of this measure are also quite low, primarily due to the higher peak electric demand charges.

Project costs: \$4,000

Incentives: None.

Annual energy savings: 279 therms/year; -2,721 kWh/year; -5.5 kW peak

Annual GHG emissions savings: 2,671 lb CO₂/yr (8% of total)

Annual energy cost savings: \$5/year; additionally \$162/year social cost of GHG emissions

Payback period: Long or non-existent (without including the social cost of GHG emissions)

4c. Install Electric Tank Water Heater

Description: Installing a simple electric resistance water heater with storage tank also provides a path towards full electrification of the building and with the lowest up front cost, it comes with a much higher energy cost. It is presented here merely for comparison.

Project costs: \$3,000

Incentives: None.

Annual energy savings: 279 therms/year; -5,284 kWh/year; -18.0 kW peak

Annual GHG emissions savings: 2,070 lb CO₂/yr (6% of total)

Annual energy cost savings: \$(328)/year; additionally \$125/year social cost of GHG emissions

Payback period: Non-existent

5. Replace Lighting with LED

Description: While some lighting fixtures have been replaced with LED, the vast majority are still fluorescent tube. Replacing these with LED tubes or new fixtures will significantly reduce energy costs with a moderate up front cost.

Project costs: \$6,600

Incentives: May qualify for NYSEG commercial and industrial lighting rebates. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: -96 therms/year; 6,921 kWh/year; 3.2 kW peak

Annual GHG emissions savings: 484 lb CO₂/yr (1% of total)

Annual energy cost savings: \$450/year; additionally \$29/year social cost of GHG emissions

Payback period: 14.7 years (without including the social cost of GHG emissions)

Old Orchard Road - Out of District Water User

Section 12, Item b.

Requirements for connecting to Municipal Water as an Outside User:

Rough map of the proposed location of any water or service lines, and the meter pit and curb box adjacent to or near where the water main will be tapped.

- See next slide
- Water line already exists on the property.
- Several lines run from Millikan Station down Old Orchard Road more than 20 years ago.
- Meter pit will be located near the other meter pits serving the existing (4) Old Orchard homes.
- Curb box has already been installed several years ago and multiple shut-off valves have already been installed on the target water line.
- Tapped water line is not yet tied into the water main near Milliken Station Road.

A list of all landowners from whom permission, in the form of a permanent easement, is needed to site and install the water line and meter pit/curb box.

- Water line and curb box already exist on the property.

Name and contact information for the proposed contractor or other person installing the connection, together with a preliminary cost estimate.

- Scott Kobylarz - 607.644.3347
- Cost estimate \$1000 (fittings & valves)

- Existing Water Line
- Existing Curb Box
- Water Meter Location
4 Old Orchard resident's water meter location
- Future Water Connection to Residence

