



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, August 16, 2023
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 - Subdivision of 39 Village Circle (Tax Map 39.-1-38.2) - Lucente Homes LLC**
 - a. Open/Close Public Hearing
 - b. Discussion of Removal/Cancellation of Public Hearing
5. **Resolution**
 - [a.](#) Resolution Granting Subdivision Approval for 39 Village Circle (Tax Map # 39.-1-38.2)- Lucente Homes 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.](#) **Lansing Community Library Report** – Christine Eisenhut
 - b. Lansing Youth Services Report** – Richard Alvord
 - c. Tompkins County Legislator Report** – Mike Sigler
 - d. Highway Report** – Mike Moseley
 - [e.](#) **Parks and Recreation Report** – Patrick Tyrrell
 - [f.](#) **Director of Planning Report** – John Zepko
 - g. Engineer's Report** – Dave Herrick
 - [h.](#) **Town Clerk Report** - Debbie Munson
8. **Consent Agenda**
 - [a.](#) Motion to Close CWD # 5 (Peruville Road) Project
 - [b.](#) Resolution to Relevy Yearly Water and Sewer Charges on the 2024 Town and County Tax Bills

- [c.](#) Resolution Authorizing Bid Documents for Building Custodial Services
- [d.](#) Resolution Approving Consent Agenda

9. Motions and Resolutions

- [a.](#) Resolution Urging Governor Hochul to Veto Pending Legislation That Would Impact the Timing of Local Elections
- [b.](#) Resolution Approving Audit and Budget Modifications and Supervisor’s Report

10. Board Member Reports

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

11. Work Session

- [a.](#) Formation of Drainage District #11

12. Executive Session if Needed

- a. Motion to Enter/Exit

13. Adjourn Meeting

- a. Motion to Adjourn Meeting

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

To: Town Board Town of Lansing
From: Lawrence P. Fabbroni, P.E., L.S.
Date: June 23, 2023

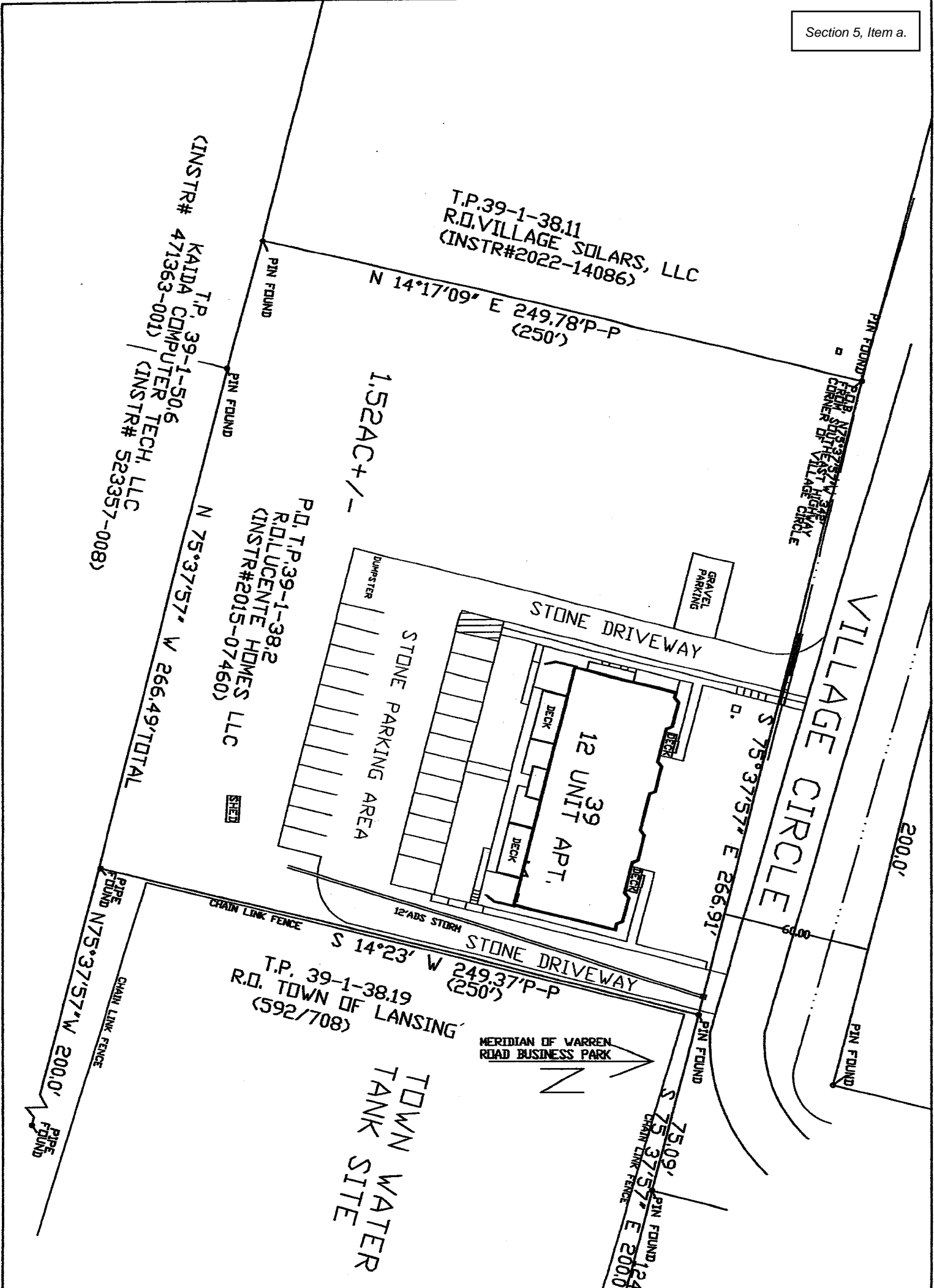


Re: Subdivision of Two Lots within Village Apartments/Village Solars PDA

Hopefully the history of the two lots for which subdivision is requested will make ratification of this subdivision straightforward.

In 1976 a revised map was filed showing the two lots. Subsequently the lot including 39 village circle was altered by the dedication of the water tank site to the Town. A portion of what is now Village Circle fronting on 39 Village Circle, the tank site, and the empty lot here in question was " reserved for future expansion. This section was still not dedicated at the time of the approval of the Village Apartment/ Village Solar PDA though the lots are shown in their updated form by then. Finally when the Town requested an updated map of the Village Apartment/Village Solar area the missing section of road along with an updated description of all roads comprising Village Circle and Village Place WERE DEDICATED OR REDEDICATED TO THE TOWN IN 2017.

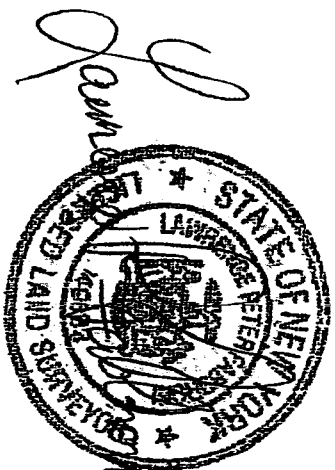
So this road dedication of the missing section of road would seem to have subdivided the two lots being requested for subdivision from the large parcel 39-1-38.2 they were connected to through this 45 year history. The action now requested is to recognize this subdivision so maps for each can be recorded and the lots both fronting on Village Circle can stand on their own.



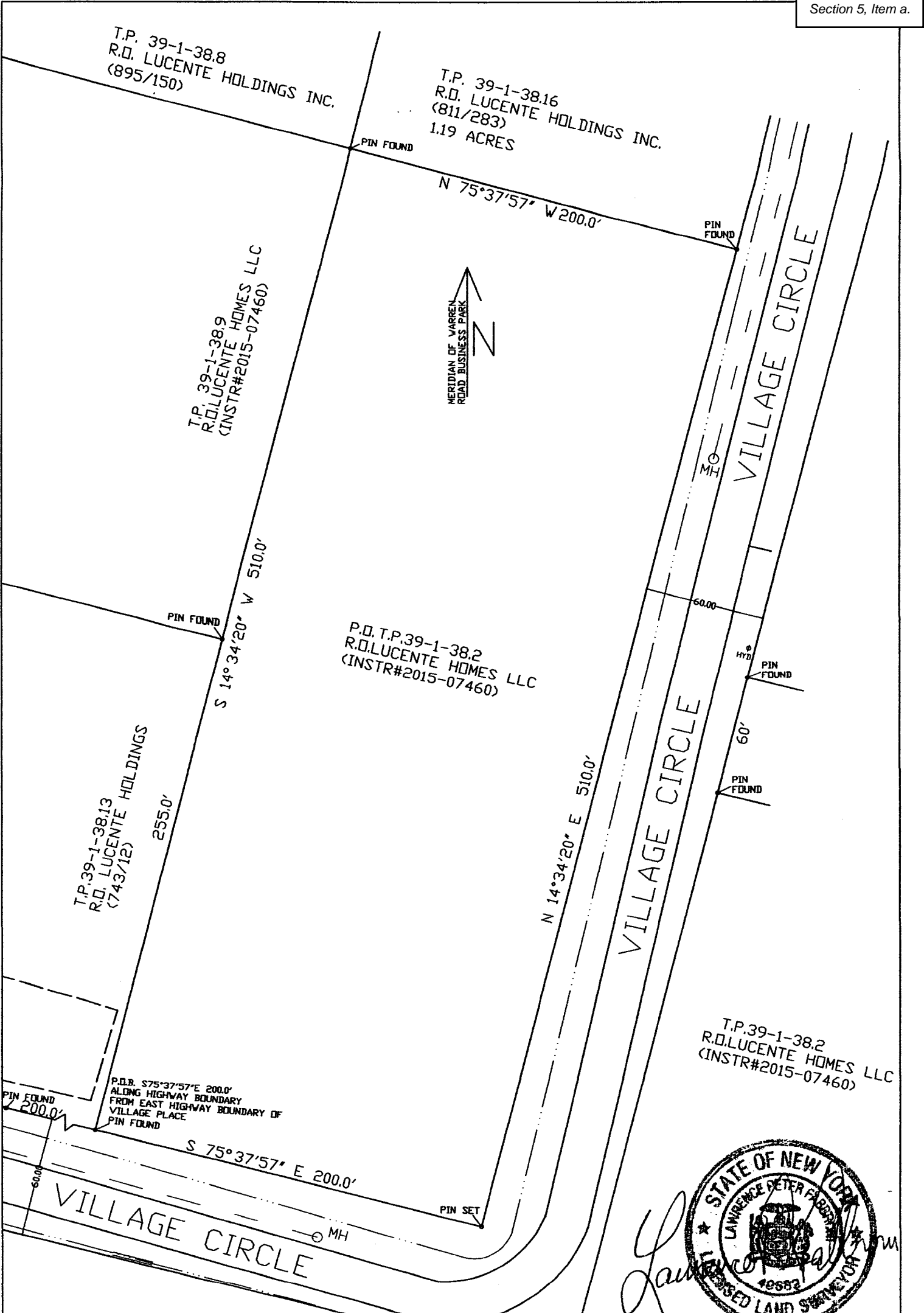
- MAP REFERENCES!**
1. 'SURVEY MAP, HIGHWAY DEDICATED VILLAGE CIRCLE & VILLAGE ROAD' BY L'FABBRONI, S., FILED TCCD INSTR#2017-01987
 2. 'SURVEY MAP, PROPOSED PARCEL TO BE CONVEYED TO TOWN OF LANSING, VILLAGE CIRCLE SOUTH', BY ALLEN FULKERSEN, S., FILED TCCD (592/709)
 3. 'WARREN ROAD BUSINESS PARK', BY THOMAS G. MILLER, S., FILED TCCD MAP DRWR, K MAP 25
 4. 'REVISED PLANS OF VILLAGE APARTMENTS ON WARREN ROAD', BY H. SCHLIEDER, P.E., S., FILED TCCD IN CAB1, ENV.129

NOTES!

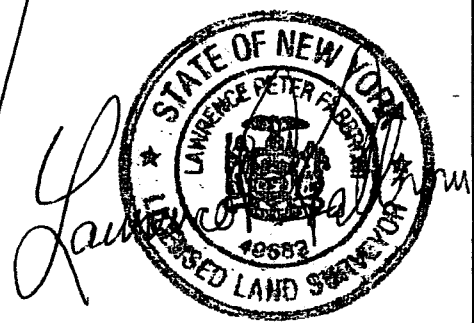
1. NYSEG EASEMENTS AS THEY MAY APPLY (485/590)(489/47)(506/776)
2. NY TELE EASEMENTS (506/700)



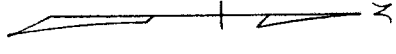
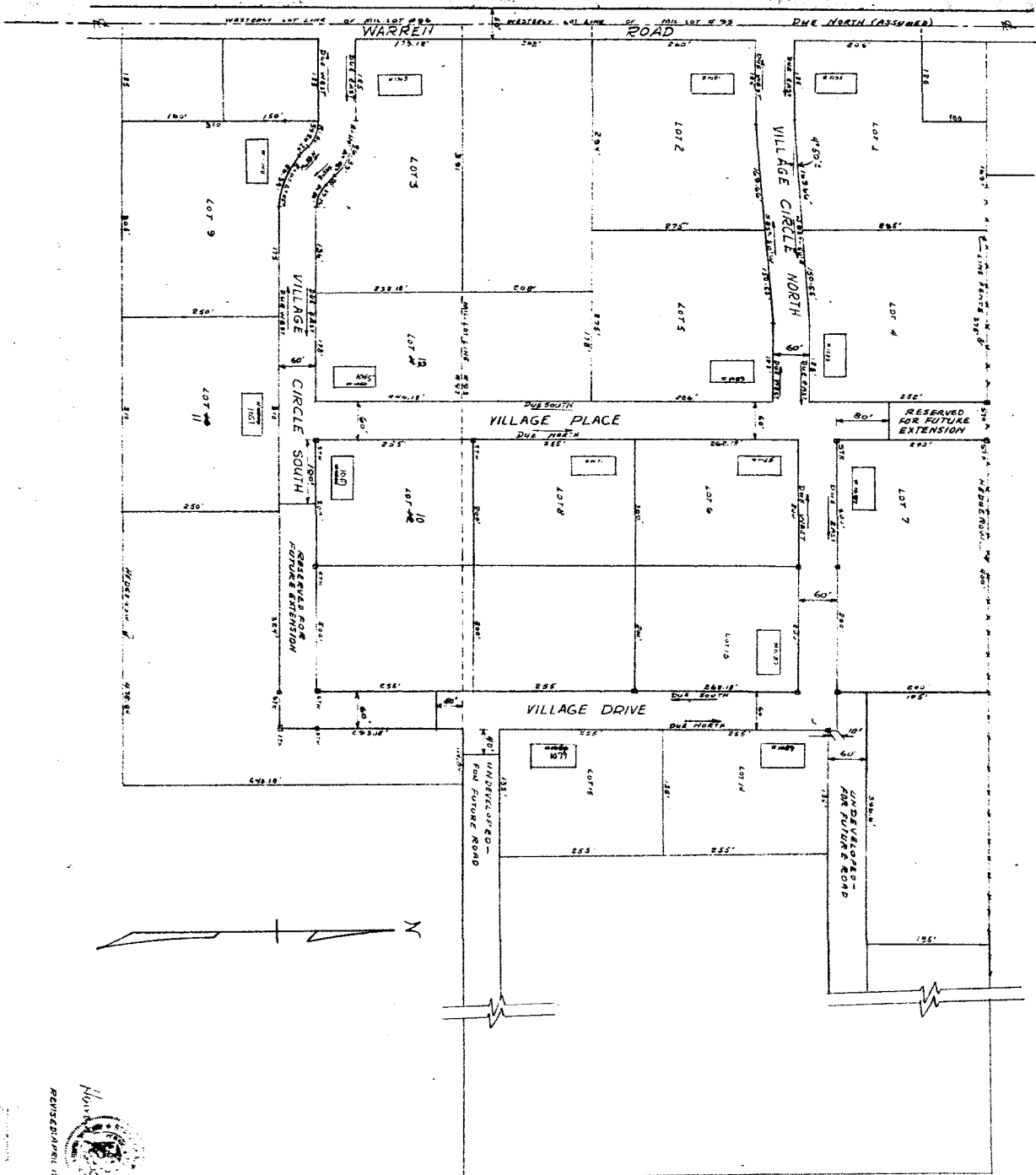
SURVEY MAP	
39 VILLAGE CIRCLE	
TOWN OF LANSING COUNTY OF TOMPKINS STATE OF NEW YORK	
LANDS OF SCALE	SURVEY BY
LICENTATE	L'FABBRONI
DATE	NY SLS
12-18-23	45682
LLC	



- MAP REFERENCES:**
1. "SURVEY MAP, HIGHWAY DEDICATION VILLAGE CIRCLE & VILLAGE PLACE" BY L.FABBRONI, L.S., FILED TCCD INSTR#2017-01987
 2. "WARREN ROAD BUSINESS PARK" BY THOMAS G. MILLER, L.S., FILED TCCD MAP DRWR. K MAP 25
 3. "REVISED PLANS OF VILLAGE APARTMENTS ON WARREN ROAD" BY H. SCHLIEDER, P.E., L.S. FILED TCCD IN CAB.1, ENV.129
- NOTES:**
1. NYSEG EASEMENTS AS THEY MAY APPLY (485/590)(489/47)(506/776)
 2. NYTELE EASEMENTS (506/700)



SURVEY MAP		
PORTION OF TAX PARCEL 39-1-38.2 CREATE BY 2017 HIGHWAY DEDICATION		
TOWN OF LANSING COUNTY OF TOMPKINS STATE OF NEW YORK		
LANDS OF LUCENTE HOMES LLC	SCALE 1"=60' DATE 2-15-23	SURVEY BY L.FABBRONI NYSLS 49682
		5



REVISED PLANS
OF
VILLAGE APARTMENTS
ON
WARREN ROAD
TOWN OF LIVINGSTON, TOMPKINS CO.
NEW YORK
DATE: APRIL 12, 1978
SCALE: 1" = 50'

FILED
CABINET 1
ENVELOPE 129
APR 13 1978
SUNBURT, CTY

REV.	date	description
1		
2		
3		
4		
5		

LAWRENCE FABBRONI, P.E., S.
1 SETTLEMENT WAY
THACKER, NEW YORK 14880
PHONE (607) 257-2198

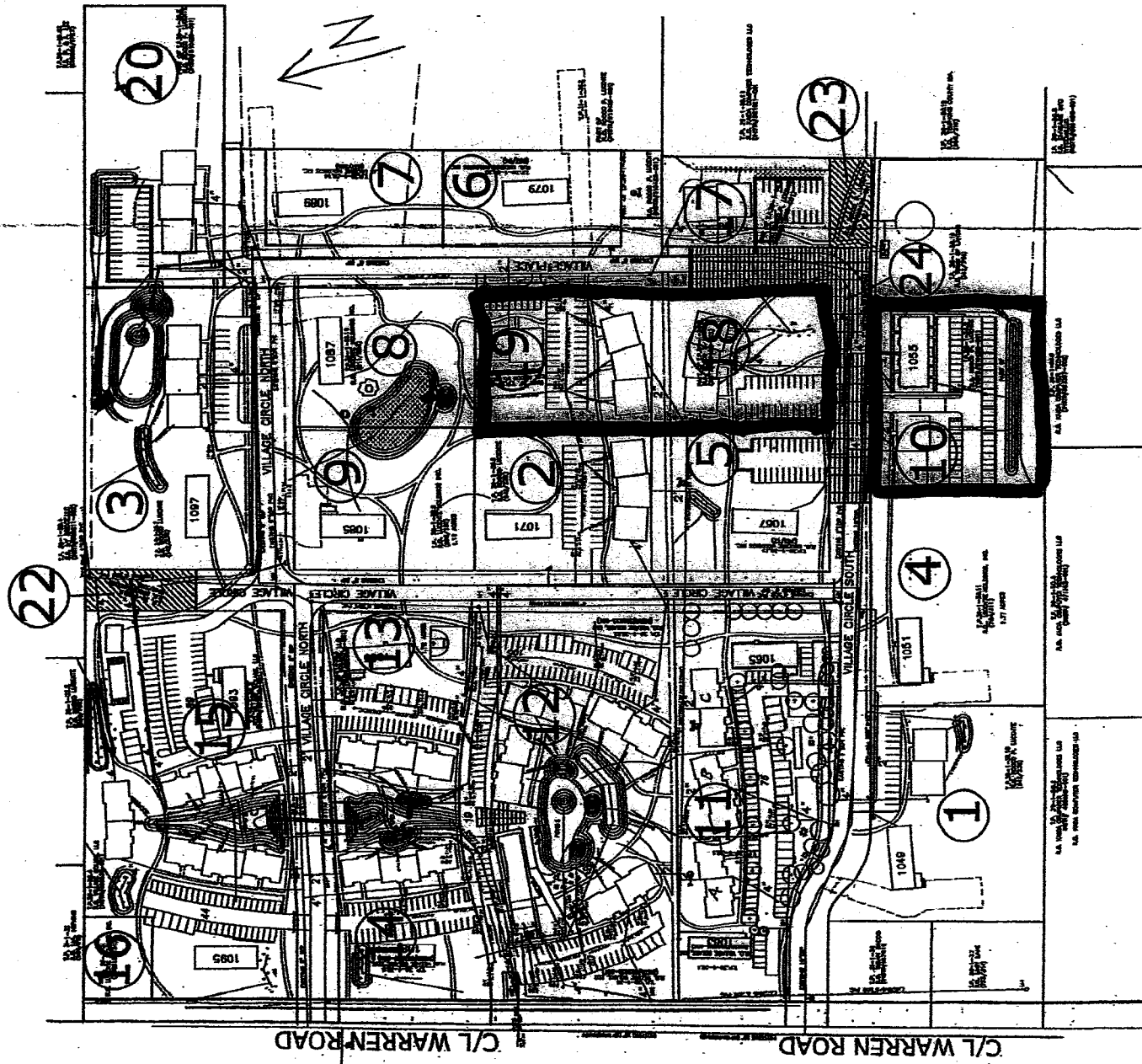


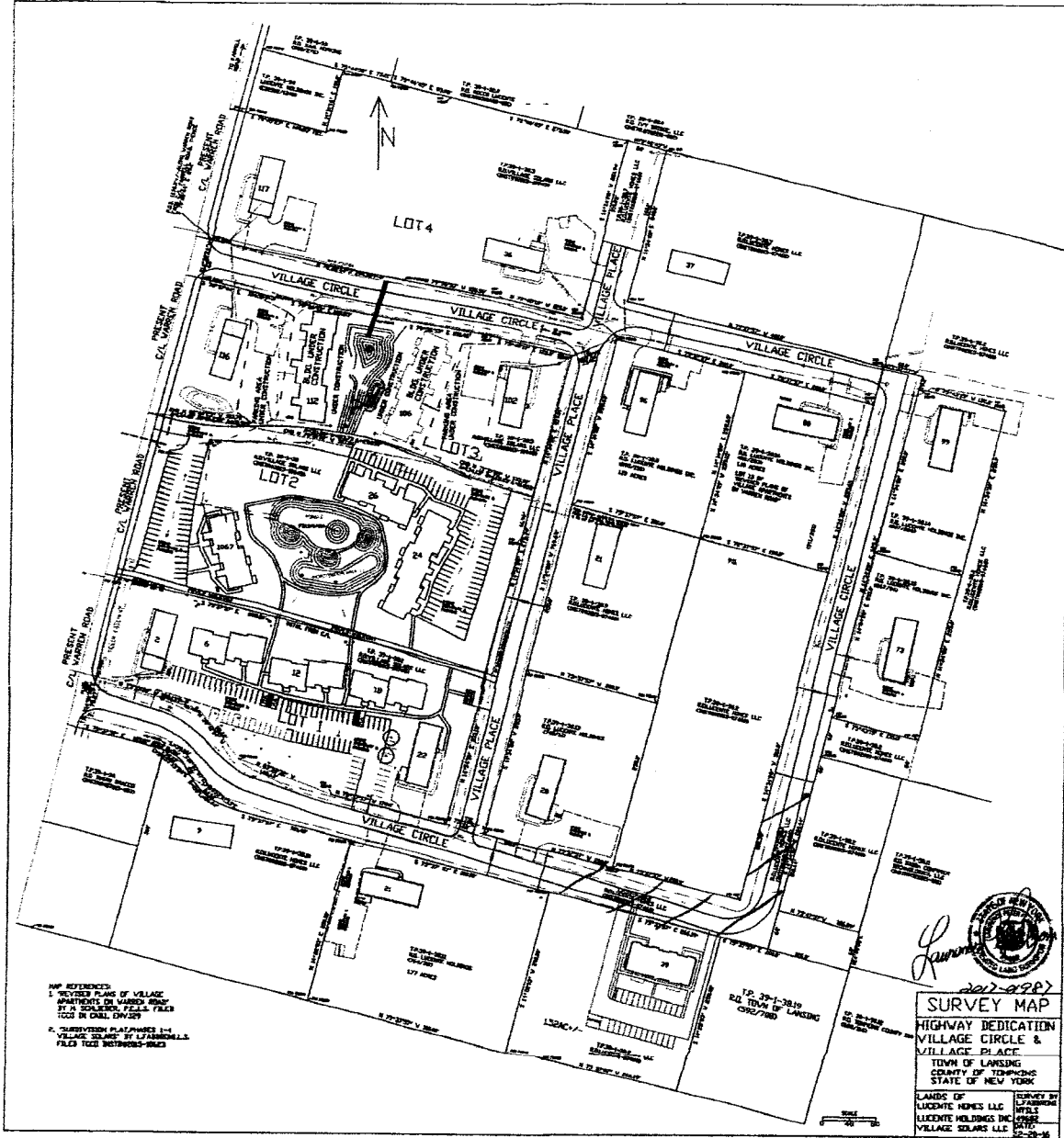
VILLAGE CIRCLE
VILLAGE APARTMENTS/
VILLAGE SOLARS
PDA PARCELS
TOWN OF LUSKINS
COUNTY OF TOMPKINS
STATE OF NEW YORK

DRAWN
L. FABBRONI
DATE
03-05-13
SCALE
1"=80'
PROJECT NO.
SHEET NO.
SURV-2

21

PARCEL	CURRENT T.P.#	PROPOSED OWNER
1	39-1-38.10	NO CHANGE R.LUCENTE
2	39-1-38.9	NO CHANGE R.LUCENTE
3	P.O.39-1-38.7	39-1-38.7 R.LUCENTE
4	39-1-38.11	NO CHANGE LUCENTE HOLDINGS
5	39-1-38.13	
6	39-1-38.15	
7	39-1-38.14	
8	39-1-38.16	
9	39-1-38.8	
10	P.O.39-1-38.2	NEW R. LUCENTE
11	39-1-38.1	NEW VILLAGE SOLARS LLC
12	39-1-35	
	P.O.39-1-38.5	
	P.O.39-1-38.12	
	P.O.39-1-38.6	
13	P.O.39-1-38.6	
14	P.O.39-1-38.5	
15	P.O.39-1-38.4	
16	P.O.39-1-38.3	
	39-1-34	
17	P.O.39-1-38.2	NOT PART OF PROJECT LUCENTE HOLDINGS
18		NEW R.LUCENTE
19		
20		
21	P.O.39-1-38.7	NOT PART OF PROJECT R.LUCENTE
22	60X160	R.LUCENTE
23	RESERVED FOR HIGHWAYS & UTIL.	
24	60X126	R.LUCENTE
	P.O.39-1-38.2	TO BE DEDICATED TO TOWN







Tompkins County Clerk Recording Page

Return To

GUTTMAN & REITER
411 N TIOGA ST
ITHACA, NY 14850

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **DEED**

Receipt Number: 17-155675

Grantor (Party 1)
LUCENTE HOMES LLC

Grantee (Party 2)
TOWN OF LANSING

Fees	
Recording Fee	\$20.00
Pages Fee	\$25.00
State Surcharge	\$20.00
TP-584 Form Fee	\$5.00
RP-5217 Form Fee	\$250.00
Total Fees Paid:	\$320.00

Transfer Amt: \$0.00

Instrument #: 2017-01986
Transfer Tax #: 001220

Property located in **Lansing**

State of New York
County of Tompkins

Recorded on February 23rd, 2017 at 10:54:09
AM with a total page count of 5.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

QUITCLAIM DEED

THIS INDENTURE made the 16th day of Feb, in the year Two Thousand and Seventeen,

BETWEEN:

LUCENTE HOMES LLC, a New York Limited Liability Company formed under the Laws of the State of New York, with principal offices at 120 Briarwood Drive, Ithaca, New York 14850; LUCENTE HOLDINGS, INC., a New York Business Corporation formed under the Laws of the State of New York, with principal offices at 110 Willow Creek Point Road, Ithaca, NY 14850; VILLAGE SOLARS, LLC, a Limited Liability Company formed under the Laws of the State of New York, with principal offices at 110 Willow Creek Pt. Road, Ithaca, NY 14850

parties of the first part,

AND

TOWN OF LANSING, an Incorporated Municipal Subdivision of the State of New York, with offices at 29 Auburn Road, Lansing, NY 14882

party of the second part,

WITNESSETH that the parties of the first part, in consideration of ONE AND NO/100 Dollar (\$1.00) lawful money of the United states, and other good and valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, its successors and assigns forever:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lansing, County of Tompkins, State of New York, more particularly bounded and described on SCHEDULE A attached hereto and made a part hereof.

TOGETHER WITH the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

SUBJECT TO the Trust Fund provisions of Section 13 of the Lien Law.

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

IN PRESENCE OF

LUCENTE HOMES LLC

By: Rocco P. Lucente
ROCCO P. LUCENTE, Managing Member

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

On the 16th day of February in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared ROCCO P. LUCENTE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Barbara E. Holdsworth
Notary Public

BARBARA E. HOLDSWORTH
Notary Public, State of New York
No. 01H06257414
Qualified in Tompkins County 20
Commission Expires March 12, 2018

LUCENTE HOLDINGS, INC.
By: Stephen P. Lucente
STEPHEN P. LUCENTE, President
and Chairman of the Board of Directors

VILLAGE SOLARS, LLC
By: Stephen P. Lucente
STEPHEN P. LUCENTE, Manager

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

On the 16th day of February in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN P. LUCENTE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

David A. Tyler
Notary Public

DAVID A. TYLER
Notary Public, State of New York
No. 4633353
Qualified in Tompkins County
Commission Expires Sept 30, 2018

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lansing, County of Tompkins, and State of New York, being parts of Military Lots 93 and 96 in said Town, being public streets known as Village Circle and Village Place, more particularly bounded and described as follows:

PARCEL 1

BEGINNING at a point 1136.2± feet located southerly along the present centerline of Warren Road from its intersection with the centerline of Farrell Road, THENCE S 78° 20' 44" E, 25.2 feet to a point marked by an existing pin in the east line of Warren Road;

THENCE running S 14° 30' 24" W, 60 feet to a point marked by an existing pin;

THENCE running S 76° 07' 44" E, 124.59 feet to a point marked by an existing pin;

THENCE running S 79° 56' 53" E, 169.93 feet to a point marked by an existing pin;

THENCE running S 79° 56' 53" E, 150.46 feet to a point marked by an existing pin;

THENCE running S 75° 45' 19" E, 125.0 feet to a point marked by an existing pin;

THENCE running on a tie course N 69° 23' E, 73.42 feet to a point marked by an existing pin;

THENCE running S 75° 37' 57" E, 200.00 feet to a point marked by an existing pin;

THENCE running S 75° 37' 57" E, 200.00 feet to a point marked by an existing pin;

THENCE running S 14° 34' 20" W, 259.65 feet to a point marked by an existing pin;

THENCE running S 14° 34' 20" W, 510.0 feet to a point marked by a pin;

THENCE running N 75° 37' 57" W, 200.0 feet to a point marked by an existing pin;

THENCE running N 75° 37' 57" W, 200.0 feet to a point marked by an existing pin;

THENCE running on a tie course N 75° 37' 57" W, 60 feet to a point marked by an existing pin;

THENCE running N 75° 37' 57" W, 178.0 feet to a point marked by an existing pin;

THENCE running N 69° 58' 32" W, 148.62 feet to a point marked by an existing pin;

THENCE running N 39° 41' 54" W, 101.62 feet to a point marked by an existing pin;

THENCE running N 75° 15' 26" W, 158.13 feet to a point marked by an existing pin in the east line of Warren Road;

THENCE running on a tie course S 14° 01' 18" W, 75.27 feet to a point;

THENCE running S 75° 37' 57" E, 125.07 feet to a point;

THENCE running on a curve to the right, with a radius of 50 feet, and an arc length of 39.26 feet and being a chord course and distance of S 53° 13' 34" E, 38.41 feet to a point;

THENCE running S 30° 37' 57" E, 20 feet to a point;

THENCE running on a curve to the left, with a radius of 110 feet, and an arc length of 86.44 feet and being a chord course and distance of S 53° 07' 13" E, 84.14 feet to a point;

THENCE running S 75° 37' 57" E, 181.40 feet to a point marked by an existing pin;

THENCE running S 75° 37' 57" E, 310.00 feet to a point marked by an existing pin;

THENCE running S 75° 37' 57" E, 266.19 feet to a point;
 THENCE running S 75° 37' 57" E, 74.00 feet to a point;
 THENCE running N 14° 34' 20" E, 260.44 feet to a point marked by an existing pin;
 THENCE running N 14° 34' 20" E, 629.2 feet to a point;
 THENCE running N 75° 37' 57" W, 60.0 feet to a point marked by an existing pin;
 THENCE running N 75° 37' 57" W, 400.0 feet to a point marked by a pin;
 THENCE running N 14° 34' 20" E, 240.0 feet to a point marked by a pin;
 THENCE running N 75° 46' 45" W, 60 feet to a point marked by an existing pin;
 THENCE running S 14° 34' 20" W, 281.94 feet to a point marked by an existing pin;
 THENCE running N 75° 45' 19" W, 125.0 feet to a point marked by an existing pin;
 THENCE running N 79° 56' 53" W, 150.96 feet to a point marked by an existing pin;
 THENCE running N 78° 20' 44" W, 294.25 feet to an existing pin at the point or place of beginning.

This PARCEL 1 is shown as Village Circle on a Survey Map entitled, "SURVEY MAP, HIGHWAY DEDICATION, VILLAGE CIRCLE & VILLAGE PLACE, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, LANDS OF LUCENTE HOMES LLC, LUCENTE HOLDINGS INC, VILLAGE SOLARS LLC" dated December 20, 2016, prepared by Lawrence P. Fabbioni, LLS No. 49682, a copy of which is intended to be filed in the Tompkins County Clerk's Office concurrently herewith, and is incorporated herein by reference. Being all of Village Circle and the northerly "thumb" of Village Place.

PARCEL 2

BEGINNING at the northeast corner of 102 Village Circle, also being the northeast corner of Lot 3 of the Village Solars Subdivision;

THENCE running on a tie course N 69° 23' E, 73.42 feet to an existing pin;
 THENCE running S 14° 34' 20" W, 769.65 feet to an existing pin, on this course passing through points marked by existing pins at 259.65 feet and 514.65 feet;
 THENCE running on a tie course N 75° 37' 57" W, 60 feet to a point marked by an existing pin;
 THENCE running N 14° 34' 20" E, 233.18 feet to a point;
 THENCE running N 14° 34' 20" E, 275.34 feet to a point, on this course passing through an existing pin at 208.38 feet;
 THENCE running N 14° 34' 20" E, 219.04 feet to the pin at the point or place of beginning.

This PARCEL 2 is shown as Village Place on a Survey Map entitled, "SURVEY MAP, HIGHWAY DEDICATION, VILLAGE CIRCLE & VILLAGE PLACE, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, LANDS OF LUCENTE HOMES LLC, LUCENTE HOLDINGS INC, VILLAGE SOLARS LLC" dated December 20, 2016, prepared by Lawrence P. Fabbioni, LLS No. 49682, a copy of which is intended to be filed in the Tompkins County Clerk's Office concurrently herewith, and is incorporated herein by reference. Being the major portion of Village Place (see PARCEL 1, above, for the balance of Village Place).

THERE IS INCLUDED in this grant (PARCEL 1 and PARCEL 2), as previously exercised by the doctrine of "User", under the Municipal Highway Laws, on to the lands abutting PARCEL 1 and PARCEL 2, above, the existing ditches along said Village Place and Village Circle and along the contiguous properties.

The premises herein have heretofore been "paper streets", dating from the mid-1970s – see map by Howard R. Schlieder entitled, "REVISED PLANS OF VILLAGE APARTMENTS ON WARREN ROAD, TOWN OF LANSING, TOMPKINS CO., NEW YORK", dated April 18, 1975, revised April 12, 1976, and filed in the Tompkins County Clerk's Office on October 28, 1976 in Map Cabinet 1, env. 129. This Deed is given to formalize the location of the public streets maintained by the Grantee, Town of Lansing, for over 40 years. None of the parties hereto can find, or are aware of, any Deed of formal dedication of Village Circle and Village Place to the Town. If any such instrument does exist, this Deed shall be deemed to supersede it.

Both PARCEL 1 and PARCEL 2, above, are SUBJECT TO all Public Utility and other Easements, Restrictions, and Covenants of record, insofar as they may affect said subject parcels. (Reference to which is hereby made to the Deeds set forth below as "BEING portions of...")

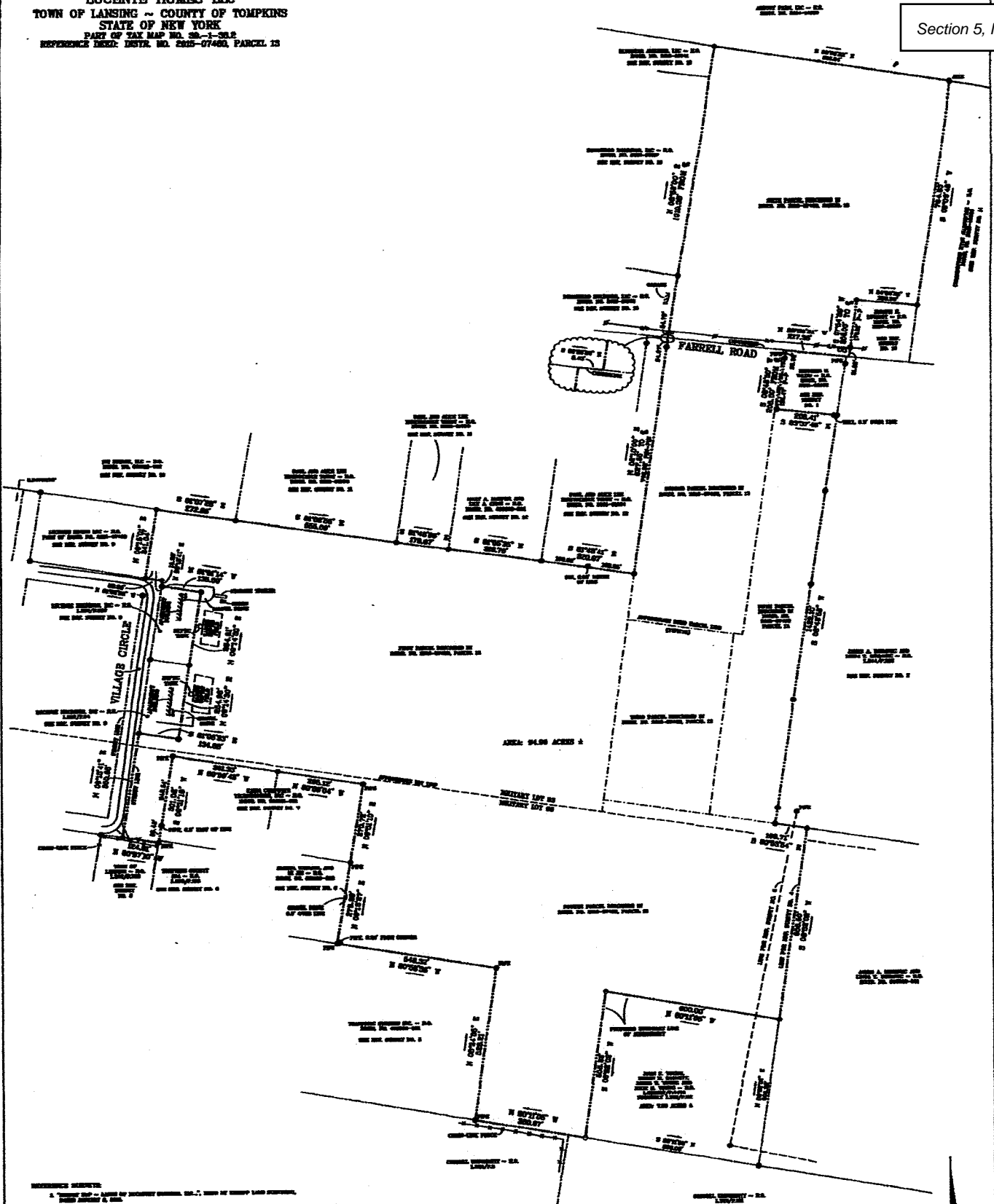
BEING portions of premises described in Deeds:

1. From Rocco P. Lucente to Lucente Homes LLC, dated June 30, 2015 and recorded July 1, 2015 in the Tompkins County Clerk's office as Instrument #2015-07460, and with special reference to Parcels TWELVE and THIRTEEN of said Deed.
2. From Lucente Holdings, Inc. to Village Solars, LLC, dated June 6, 2012 and recorded June 13, 2012 in the Tompkins County Clerk's office as Instrument #592835-001.
3. From Peter F. Lucente, Jonathan P. Lucente, Christopher R. Lucente, Liane L. Jones and Stephen P. Lucente to Lucente Holdings, Inc., dated January 9, 1996 and recorded January 11, 1996 in the Tompkins County Clerk's office in Liber 764 of Deeds at page 311.
4. From Peter F. Lucente, Jonathan P. Lucente, Christopher R. Lucente, Liane L. Jones and Stephen P. Lucente to Lucente Holdings, Inc., dated January 4, 1995 and recorded January 8, 1995 in the Tompkins County Clerk's office in Liber 743 of Deeds at page 12.
5. From Peter F. Lucente, Jonathan P. Lucente, Christopher R. Lucente, Liane L. Jones and Stephen P. Lucente to Lucente Holdings, Inc., dated January 4, 2000 and recorded January 5, 2000 in the Tompkins County Clerk's office in Liber 867 of Deeds at page 94.
6. From Peter F. Lucente, Jonathan P. Lucente, Christopher R. Lucente, Liane L. Jones and Stephen P. Lucente to Lucente Holdings, Inc., dated January 8, 2001 and recorded January 9, 2001 in the Tompkins County Clerk's office in Liber 895 of Deeds at page 159.
7. From Peter F. Lucente, Jonathan P. Lucente, Christopher R. Lucente, Liane L. Jones and Stephen P. Lucente to Lucente Holdings, Inc., dated January 4, 1999 and recorded January 5, 1999 in the Tompkins County Clerk's office in Liber 837 of Deeds at page 266.
8. From Peter F. Lucente, Jonathan P. Lucente, Christopher R. Lucente, Liane L. Jones and Stephen P. Lucente to Lucente Holdings, Inc., dated January 6, 1998 and recorded January 7, 1998 in the Tompkins County Clerk's office in Liber 811 of Deeds at page 283.

The Grantors herein certify that one of the entities listed above has record title to the properties abutting Village Circle and/or Village Place, as shown on the above-referenced map dated December 20, 2016 by Lawrence P. Fabbroni, being filed concurrently herewith. This certification to the Town of Lansing, as Grantee, shall in no way constitute an alteration, as between the Grantors to their respective properties, as reflected in record title to each property recorded in the Tompkins County Clerk's Office, and any maps or record, as of the date hereof.

**SURVEY MAP ~ PORTION OF LANDS OF
LUCENTE HOMES LLC
TOWN OF LANSING ~ COUNTY OF TOMPKINS
STATE OF NEW YORK
PART OF TAX MAP NO. 30-1-302
REFERENCE TRIP: INSTR. NO. 2005-07480, PARCEL 23**

Section 5, Item a.



REFERENCE RECORDS:

1. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
2. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
3. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
4. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
5. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
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8. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
9. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
10. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
11. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
12. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
13. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
14. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.
15. INSTRUMENT NO. 2005-07480, PARCEL 23, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05.

- LEGEND:**
- BOUNDARY OF TRACT OR PARCEL
 - BOUNDARY OF LOT OR BLOCK
 - BOUNDARY OF SECTION
 - BOUNDARY OF TOWNSHIP
 - BOUNDARY OF COUNTY
 - BOUNDARY OF STATE
 - BOUNDARY OF FEDERAL LAND
 - BOUNDARY OF UNDEVELOPED LAND
 - BOUNDARY OF OPEN SPACE
 - BOUNDARY OF WATER
 - BOUNDARY OF ROAD
 - BOUNDARY OF RAILROAD
 - BOUNDARY OF CANAL
 - BOUNDARY OF DRAINAGE
 - BOUNDARY OF UTILITY
 - BOUNDARY OF EASEMENT
 - BOUNDARY OF ENCUMBRANCE
 - BOUNDARY OF EJECTA
 - BOUNDARY OF SURVEY

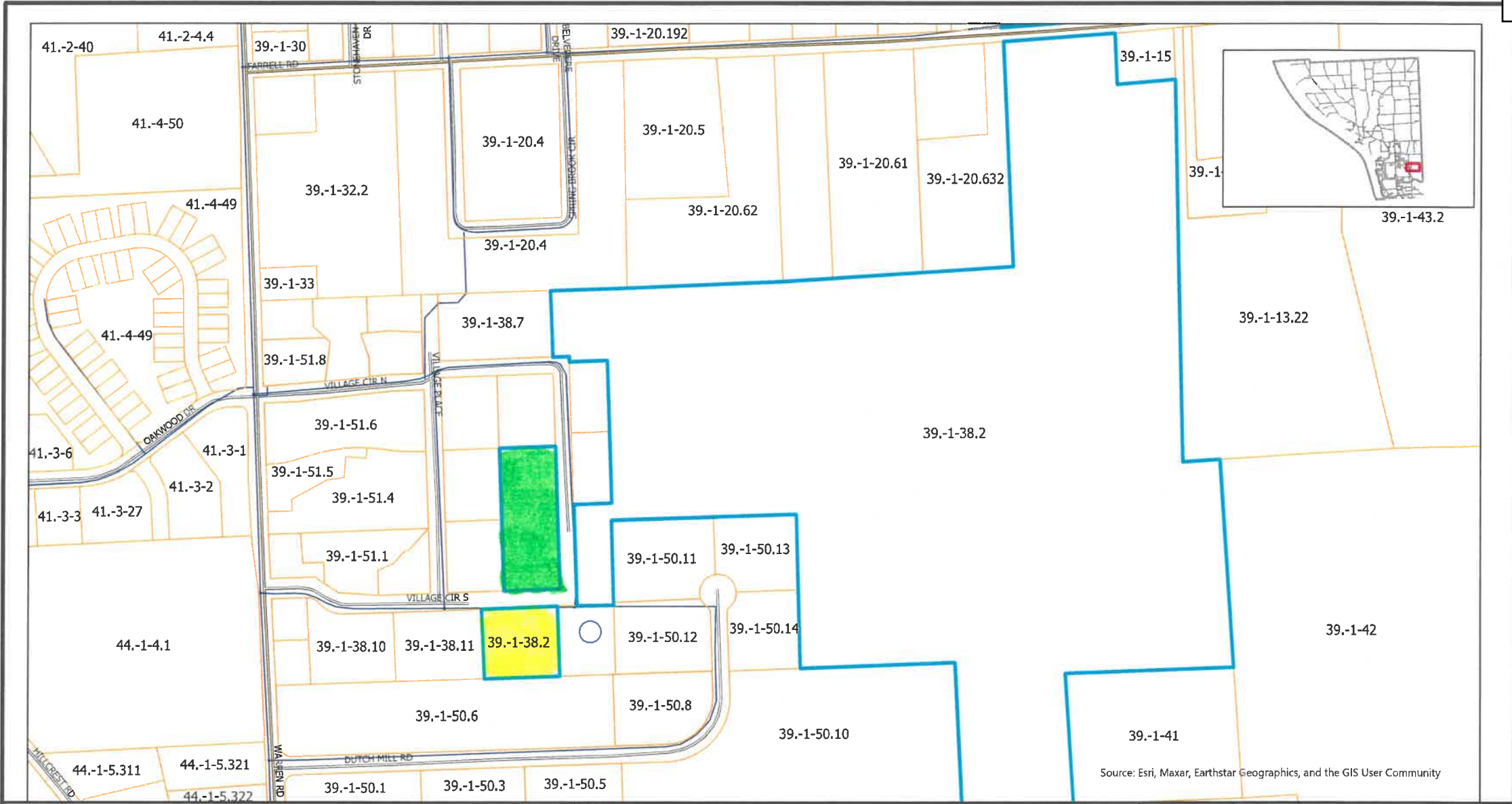
CREATING LINE INSTRUMENT

THIS INSTRUMENT IS A PART OF THE SURVEY MAP OF THE PORTION OF THE LANDS OF LUCENTE HOMES LLC, TOWN OF LANSING, COUNTY OF TOMPKINS, STATE OF NEW YORK, DATED 07/14/05, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID INSTRUMENT.

DATE: 07/14/05 **SCALE:** 1"=100' **BOOK:** 2005-07480 **PAGE:** 23

SIGNED: _____ **DATED:** _____

PRELIMINARY



PARCEL MAP
39 VILLAGE CIRCLE
SUBDIVISION APPLICATION

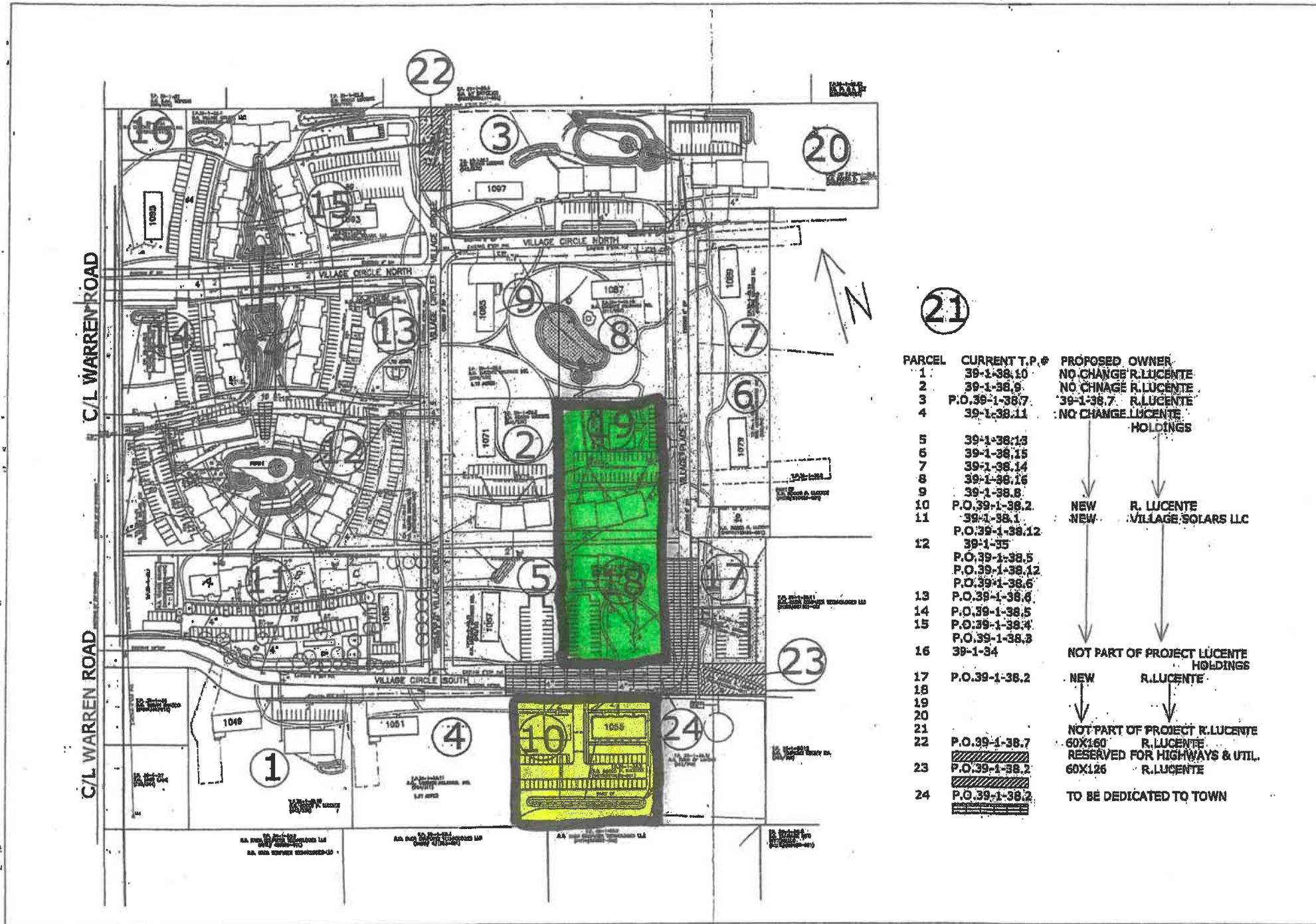


Sheet No.
1A

NOTES

Author:
Date Created: 7/3/2023

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



PARCEL	CURRENT T.P.#	PROPOSED OWNER
1	39-1-38.10	NO CHANGE R.LUCENTE
2	39-1-38.9	NO CHANGE R.LUCENTE
3	P.O.39-1-38.7	39-1-38.7 R.LUCENTE
4	39-1-38.11	NO CHANGE LUCENTE HOLDINGS
5	39-1-38.13	
6	39-1-38.15	
7	39-1-38.14	
8	39-1-38.16	
9	39-1-38.8	
10	P.O.39-1-38.2	NEW R. LUCENTE
11	39-1-38.1	NEW VILLAGE SOLARS LLC
12	P.O.39-1-38.12	
13	39-1-35	
14	P.O.39-1-38.5	
15	P.O.39-1-38.12	
16	P.O.39-1-38.6	
17	P.O.39-1-38.6	
18	P.O.39-1-38.5	
19	P.O.39-1-38.4	
20	P.O.39-1-38.3	
21	39-1-34	NOT PART OF PROJECT LUCENTE HOLDINGS
22	P.O.39-1-38.2	NEW R.LUCENTE
23	P.O.39-1-38.7	NOT PART OF PROJECT R.LUCENTE 60X160 R.LUCENTE RESERVED FOR HIGHWAYS & UTIL.
24	P.O.39-1-38.2	60X126 R.LUCENTE TO BE DEDICATED TO TOWN

REV.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

LAWRENCE FABBRONI, P.E., L.S.
 SETTLEMENT WAY
 THIRTON, NEW YORK 14850
 PHONE (607) 257-2198



VILLAGE CIRCLE APARTMENTS/
 VILLAGE SOLARS
 PDA PARCELS

TOWN OF WARREN
 STATE OF NEW YORK

drawn
L. FABBRONI
 date 03-05-13 scale 1" = 80'
 project no.
 sheet no. SURV-2

RESOLUTION GRANTING SUBDIVISION APPROVAL FOR VILLAGE CIRCLE VILLAGE SOLAR PDA (LUCENTE HOMES LLC) PER PRIOR APPROVALS AND AUTHORIZING SEALING OF SUCH PLAT OR MAP PER LANSING TOWN CODE § 270-67V

RESOLUTION 23-

RESOLUTION GRANTING SUBDIVISION APPROVAL FOR VILLAGE CIRCLE VILLAGE SOLAR PDA (LUCENTE HOMES LLC) PER PRIOR APPROVALS AND AUTHORIZING SEALING OF SUCH PLAT OR MAP PER LANSING TOWN CODE § 270-67V

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

WHEREAS, the Town received an Application for Review and Approval of Subdivision from Mark Lesselroth, agent for Lucente Homes, to subdivide a 1.52 acre lot from parcel 39.-1-38.2, within the Village Circle Village Solar PDA #1, under the provisions of Town Code § 270-67V:

The developer may subdivide (and rejoin or consolidate) the PDA parcel into separate or differing tax parcels to assist in the delineation of project phasing, tax management issues, and financing for project development. In each such case, suitable cross easements shall be implied, required, and provided for access and common use of project facilities, and such proposed subdivision and line locations shall be subject to review and approval by the Town Board. Once approved by the Town Board, the Town Code Enforcement Officer may seal such map for filing with or delivery to the County Clerk or Assessor's office; and

WHEREAS, an environmental review was already conducted upon this proposal on 12 September 2022, and as the existing approvals and negative declarations already considered any potential adverse environmental effects of this approval, and as the passage of time and lack of changes in the proposal and final development plan do not create any risk of new environmental impacts not previously considered, the Town Board reaffirms the findings and negative declaration issued in Planning Board Resolution #22-13 and has determined that no supplemental environmental review is required; and

WHEREAS, upon a review and in consideration of the phased subdivision mapping submitted in furtherance of the existing approved PDA plan and approval; and

Now Therefore Be it RESOLVED, that the proposed phasing and subdivision plat or map as submitted be and hereby is approved, and the Town's Code Enforcement Officer be and hereby is authorized to seal and certify such proposed subdivision and lot line maps for filing with or delivery to the County Clerk and County Assessor's Office for approval and filing.

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

Councilperson Andra Benson –
Councilperson Bronwyn Losey–
Supervisor Edward LaVigne –

Councilperson Ruth Groff–
Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 16, 2023.



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
August, 2023

Submitted by Christine Eisenhut

1. The library wishes to express its gratitude and best wishes to Michelle Calupca as she begins a new chapter as a librarian at the Manlius Library. She will be greatly missed.
2. The Summer Reading program celebrated the final event of the season on August 10th. All activities have been very well attended.
3. The Friends of the Library are hosting a Cookie Contest Fundraiser on Sunday, August 20th from 2-4pm at Myers Park. All ages and baking levels are welcome. See the library's website for more information.
4. There will be a Book Sale from September 2-16 during open hours of the library.
5. The library is participating in the Target Circle Program. Shoppers can vote for the LCL and help direct Target's giving program to benefit our library by visiting target.com/circle. Please vote by September 30th.
6. The library collected a generous number of supplies and monetary donations to help support the Lansing PTSO Pack-a-Backpack program.
7. On display during the month of August will be the Sculpture, Painting and Poetry of Shawn Hull.
8. The library has a mobile wireless hotspot available for check out. Also, the Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
9. Instructor John Burger hosts T'ai Chi classes at the Community Center on Fridays from 10:30-11:30am.
10. Learn to play American Mah Jongg every Tuesday at 10:15am and play American Mah Jongg every Wednesday from 1:00-3:00pm.
11. The library continues to provide free delivery to Woodsedge.
12. 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.
13. The library continues to distribute free self-test COVID-19 kits, antibacterial wipes and N95 masks to Lansing households.

**Parks & Recreation
August 2023
Town Board Meeting**

RECREATION:

- We hosted our annual Adam Heck soccer camp last week with over 300 kids participating. Unfortunately, it rained almost every day so now we have extensive repairs to do on the field to get them ready for fall soccer.
- Our current programs are art, Hogwarts, horseback riding, and football.
- Several lacrosse teams are renting field space from us at the Town Barn field.
- Our trails group has been meeting regularly and I think we are making good progress.
- We are again this Fall hosting Modified soccer games to help Lansing Schools.
- The Town Hall will be hosting a Red Cross Blood drive this Friday 8/18 from 1pm-6pm.

PARKS:

- August 3rd, we hosted Destination in the park, we estimate about 4000 people were in attendance.
- All the playground repairs have been made and the new mulch has been put in place. There is still a pile at Myers Park that needs to be distributed to other playgrounds, we hope to have that cleaned up this week.
- Saturday August 12th in Pavilion F we celebrated WWII vet George “Gus” Isaac’s 100th birthday. It was an amazing tribute with many in attendance.
- The marina has an abundant amount of seaweed and lily pads, we’ll be working this week to rake out what we can.
- We have received donated logs from Cascadilla Tree service to replace the concrete barriers at Salt Point and make it look more natural. This project will be put on the schedule.
- Lansing Lighthouse 5k will be held August 26th.
- Myers Park guarded swimming is closed. Our lifeguards have headed back to college. We will still monitor our beachfront for algae blooms daily.

Planning & Code Enforcement

John Zepko, Director, CPESC, CFM
Reporting Period July 2023

CORE PLANNING FUNCTIONS

- **General Admin**
 - The Department continues to seek applicants for the position of Planner. To date zero applications have been received.
 - 7/06 - Met w/ project team for Yellow Barn Solar regarding ORES application
 - 7/12 - Conducted site visit of Benson Farm Conservation Easement with TC Planning
 - 7/13 - Met w/ owners of Cayuga Operating facility regarding regulations for battery energy storage
 - 7/21 Met w/ representative of Bear Peak Energy Storage
- **Planner conducting classification and review of development applications**
- **Planning Board staff support**
- **Zoning Board of Appeals staff support**
- **Hazard Mitigation Planning**
- **Floodplain Management**
 - The Department of Planning & Code Enforcement continues to work to resolve the official findings from the 31 May 2023 Community Assistance Visit (CAV) conducted by NY DEC. 11 properties required some follow up action or documentation. Of these 11, two (2) have been resolved. We remain in contact with the DEC and are providing a work plan to ensure continual progress.
- **Stormwater Management**

LAND USE WORK PROGRAM

- **Code Revision Committee**
 - no July meeting

COMMITTEE MANAGEMENT

- **Agricultural and Farmland Protection Committee staff support**
- **Conservation Advisory Committee Council**
 - 6/29 – met w/ Chair of CAC to discuss CAC work plan, process for monthly update, liaison roles, etc

PLANNING BOARD

- **26 June meeting** – the Planning Board heard the following:
 - 825 Lansingville Road – approval of minor subdivision
 - Lansing Community Solar – Lansingville Rd – conditional approval granted

ZONING BOARD OF APPEALS

- No July meeting

Code Enforcement

- **July 2023 Permit Information**

	JULY 2023
Fees Collected	\$3,773.40
Estimated Project Cost	\$810,120.00
Certificate of Occupancy/Compliance	17
Building Permits	17
One & Two Family Residences	0
New Mobile Homes	0
New Businesses	0
Multi-Family Residences (3 or more units)	0
TOTAL 2023 Misc. Fee Collected to date	\$16,260.00
	Jan 1, 2023 to July 31, 2023
Fees Collected	\$69,010.45
Estimated Project Cost	\$14,181,255.00
Certificate of Occupancy/Compliance	113
Building Permits	138
One & Two Family Residences	6
New Mobile Homes	0
New Businesses	0
Multi-Family Residences (3 or more units)	1

**TOWN CLERK
AUGUST 2023**

Water and Sewer Payments

August is very busy collecting water and sewer payments. Total bills: 1836 of which 359 were emailed. Payments are due by August 25th.

Low Income Household Water Assistance Program (LIHWAP)

NYS LIHWAP will no longer accept applications after August 31, 2023. Applications submitted or postmarked through August 31, 2023 will be accepted and processed consistent with program rules.

Notary Public

Ashley Workman passed her Notary Public test. We are waiting on New York State to issue her number, so we can order her stamp.

Sharpsteen Road

Speed limit reduction was requested and submitted to New York State in August 2022. I just received notification from New York State that the request to lower the speed limit was denied.

Professional Currency Counter

We just received a new currency counter which counts currency and detects counterfeits. We purchased this with the plan of sharing it with other departments, so please let us know if you would like to borrow it.

MOTION THAT THE BOND RESOLUTION FOR CWDX5, BE CONFIRMED, THAT THE CWDX5 PROJECT IS DECLARED COMPLETED

M23-

MOTION THAT THE BOND RESOLUTION FOR CWDX5, BE CONFIRMED, THAT THE CWDX5 PROJECT IS DECLARED COMPLETED

Motion that the Bond Resolution for CWDX5, which empowered the Town Supervisor, consistent with and under the Local Finance Law, as the chief executive and fiscal officer of the Town of Lansing, to manage, pay, reinvest, and close the bond funds and bond accounts (see Resolution No. 19-154, Sections 7 through 10), be confirmed, that the CWDX5 project is declared completed, and that any remaining funds from the referenced bond be authorized to be used for the project though re-payment of bond principal and interest, and the bond fund account, upon reaching zero, be closed.

RESOLUTION TO RELEVY YEARLY WATER AND SEWER CHARGES ON THE 2024 TOWN AND COUNTY TAX BILLS

RESOLUTION 23-

RESOLUTION TO RELEVY YEARLY WATER AND SEWER CHARGES ON THE 2024 TOWN AND COUNTY TAX BILLS

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

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

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

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

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

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

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

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

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

**TOWN OF LANSING SPECIFICATIONS AND BEST VALUE BIDDING DOCUMENT
FOR GENERAL CUSTODIAL SERVICES FOR THE TOWN OF LANSING
PRC# 2023900839**

All bids shall be submitted in accordance with the attached instruction sheets.

CONTRACT TERM:

The Custodial Services Contract shall commence following the issuance of a notification of award by the Town of Lansing (the "Town") and shall run from January 1, 2024 through December 31, 2026, subject to receipt of a satisfactory certificate of insurance and the final approval of the final form of the Custodial Services Contract by the Town, each as set forth in these Bid Specifications. Action upon any bids submitted is expected on or about the end of December, 2023 or early January, 2024. The Town reserves the right, at its sole discretion, to reject any and all bids.

CONTRACT:

The bid specifications herein delineated and the terms of the Custodial Services Contract and Notice of Award shall constitute a description of the contract and services to be performed, and persons desiring to make a bid proposal shall use the forms within these Bid Documents. All submissions may (and should) be supplemented by such other information or documents as the Bidder may desire (the words "Bidder" and "Contractor" are used somewhat interchangeably and refer to the same persons in many instances). The proposed form of the Custodial Services Contract is included in the Bid Documents, and all blanks in all documents should be filled in as noted. The specifications herein are applicable to and a part of the Custodial Services Contract.

Each proposal shall (1) specify the correct gross or lump sum, and (2) the unit prices for each of the separate items called for in the Bid Documents. In case the amounts shown in words and the equivalents in figures do not agree, the written words shall be considered binding.

BID, PERFORMANCE, AND COMPLETION BONDS:

Performance, completion, and bid bonds are not required for this project.

OTHER:

Upon request, the Bidder agrees to furnish copies of all licenses and permits allowing it to provide the services being performed. The execution of the Custodial Services Contract by the Bidder binds it to the following specified agreements required by law and the Custodial Services Contract:

- The Bidder shall strictly follow all public works and prevailing wage rules and shall use the PW number assigned to this project.
- The Bidder specifically agrees to follow the provisions of the Workers' Compensation Law.
- The Bidder specifically agrees to follow the provisions of Article 15 of the Executive Law of the State of New York relating to discrimination in employment and the Labor Law as pertains to sexual harassment training and policies.
- The Bidder shall furnish a certificate or certificates of insurance in form satisfactory to the Town in compliance with the insurance coverages and limits as set forth in the Custodial Services Contract.
- This bid is not and shall not be subject to New York State Sales Tax or local sales taxes.

Bidders are encouraged to visit the work site. Site visits may be arranged at a mutually convenient time by contacting Edward LaVigne, Town Supervisor, 29 Auburn Road, Lansing, NY 14882, P-607-533-8896, F-607-533-3507.

NOTE: The Bidder should disregard any verbal information obtained during such tour(s). The Bidder is to base any bid on the specifications, contract documents, and addenda. Any information obtained through verbal or telephone conversations is not binding, and if the Bidder uses any of such information for the bases of any bid it does so at its own risk.

PRICING AND AWARD:

All bids shall be itemized and totaled, shall include any and all costs to furnish both the goods to and the services for the Town, and shall exclude any and all taxes. Award shall be made to the lowest priced, responsive and responsible bidder, taking into account any best value bid factors as herein specified. Bidders may withdraw their bids if no award has been made within 45 days of bid opening. The Town may reject any or all bids for any or no cause or reason.

DETAILED SPECIFICATIONS:

The following are minimum specifications for bidding and pricing, including for each bid a response to three components: (1) a bid on custodial and related services for the Town Hall and Town Hall restrooms; (2) a bid on custodial and related services for the Community Building; (3) a bid on custodial and related services for the Highway Building and Highway restrooms; and (4) a combined bid which may, for any one or more reasons, be less than the combined amount of separate bids due to reduced mobilization costs, volume pricing, or otherwise.

1. Minimum services for the Town Hall include the following:

A. General Building Services:

- vacuum all carpets every day
- vacuum foyer every day
- clean foyer glass every day
- vacuum and dry mop common areas every day
- vacuum courtroom every day
- kitchen/copy room vacuum and/or dry mopped every day
- kitchen/copy room sink and counters cleaned and sterilized every day
- empty all garbage and replace bags every day
- dust woodwork in court room and common areas twice a week
- clean glass on end door 3x per week
- clean and sterilize all door handles every day in winter, 3x a week summer
- clean all windows once a month
- wet mop floors as needed in the winter time
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

B. Restroom Services:

- mop floors everyday
- clean and sterilize sinks and toilets everyday
- clean mirrors and all stainless steel everyday

- refill all toilet paper and paper towels everyday & restock as necessary
- clean partition walls in men's and women's rooms every other day
- empty garbage everyday
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

2. Minimum services for the Community Center include the following:

- vacuum all carpets every day
- dry mop floors every day
- wet mop hardwood floors 2x a week (Tues and Thurs), every day in winter
- clean and sterilize sinks and toilets in restrooms every day
- mop bathroom floors every day
- refill toilet paper and paper towels every day & restock as necessary
- vacuum stairs 2x a week
- clean glass on front door every day
- clean kitchen counter and sinks as needed
- mop kitchen floor 1x per week
- clean windows 1x every other week
- empty garbage everyday
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

3. Minimum services for the Highway Building include the following:

- vacuum all carpets every day
- dry mop/wet mop hallway floors every day
- dry mop/wet mop office floors every day
- dry mop/wet mop floors in kitchen every day
- kitchen sink/counters cleaned & sterilized every day
- wipe down tables in kitchen every day
- wipe down/sterilize fridge handles every day
- empty and replace all trash bags every day
- dust office 2x per week
- clean glass on entrance doors 2x per week
- clean and sterilize all door handles every day in winter, 2x per week in summer
- clean black plexiglass on bathroom doors every day
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

Bidder is expected to provide all goods and services commensurate with the highest standards of the industry. As to on-call, early, or short-notice service calls, Bidder shall provide a general idea of its invoicing costs, hourly rates, and response times, including as set forth in the bid forms.

The Town reserves the right to select combined or separate bids for items 1, 2 and 3, and in this respect and for all purposes under this bid, the Town may consider the following Best Value Bidding standards:

- a. The overall cost, administrative, and managerial advantages in having only one processing only one payment, and managing only one Contractor.
- b. A Bidder's expressed understanding of project sequencing and timing of services to limit interruption of municipal services and the length and depth of experience a bidder has with the specific type and complexity of custodial and cleaning services to be provided.
- c. The reputation of the Bidder and its sub-contractors in Tompkins County, including the Bidder's commitment to quality of services and reputation for responsiveness, including any history of being listed upon a debarment list or a prohibited persons list and degree and extent to which the bidder and its subcontractors and suppliers qualify as MWBE providers.
- d. Whether a bidder provides discounts and bidder's geographic location and proximity to the site given occasional on-call requests as specified above.

These best value bidding factors are listed in order of importance and will together comprise 30% of the basis for the determination, with price remaining the principal driver of any Bid award. Bidders are encouraged to provide narratives and information concerning these important best value bidding factors.

PAYMENT:

The Town will pay Bidder's monthly invoice upon verification of submitted vouchers and certified payroll. All invoicing shall be sent to the Town at 29 Auburn Road, Lansing NY 14882, labelled as "Accounts Payable," and sent to the attention of Mary Ellen Albrecht, Bookkeeper, 29 Auburn Road, Lansing, New York 14882.

W-9 FORM

A completed W-9 form must be submitted with the bid, or promptly thereafter and prior to Award.

INSURANCE

A completed certificate of insurance or binder must be submitted with the Contract. The successful Bidder will be expected to have the "endorsements" for their final certificate issued and submitted to the Town within 30 days of the award and prior to Custodial Services Contract signing. No payments of any kind will be made without the written approval of the Bidder's certificates of insurance and endorsements by the Town.

INSTRUCTIONS TO BIDDERS
PRC# 2023900839

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders have the meanings assigned to them in the Bid Documents. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder. Can include the "Bidder," usually after award.
 - Issuing Office - the Town Clerk's Office.
 - Successful Bidder - the lowest, responsible and responsive Bidder to whom Owner makes an award as based on price and best value bidding factors, as listed above.
 - Owner - the Town of Lansing.
 - Work - the project as defined in the Bid Documents and Specifications, including all materials and services required for full and professional completion of the same

2. **COPIES OF BIDDING DOCUMENTS:** A complete set of the Bid Documents may be obtained from the Issuing Office and complete sets of Bid Documents must be used in preparing Bids. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a Bid: (i) to examine thoroughly the Contract Documents and other related data identified in the Bidding Documents; (ii) to visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work; (iii) to consider federal, state and Local Laws and regulations that may affect cost, progress, performance or furnishing of the Work; (iv) to study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data; and (v) to promptly notify the Town of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered within any Bid Documents. On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid.

4. **INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Bid Documents are to be directed to Edward LaVigne, Town Supervisor, 29 Auburn Road, Lansing, NY 14882, P-607-533-8896, F-607-533-3507. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda and delivered to all parties having received the Bid Documents. Questions received less than two days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner.

5. **BID FORM:** The Bid Form is included with the Bidding Documents; additional copies may be obtained from Owner. All blanks on the Bid Form must be completed in ink or equivalent. All names must be typed or printed in ink below signatures. Submission of a bid is verification of receipt of all Bid Documents and Addenda; it being Bidders duty to ensure all documents have been received. All Bidders shall supply addresses and telephone numbers for communications regarding the Bid. If the Bidder is an out of state business entity, evidence of authority to conduct

business in New York shall be required.

6. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by other bid documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
7. **MODIFICATION AND WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.
8. **OPENING OF BIDS:** Bids will be opened and read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids will be made available to Bidders after the opening of Bids.
9. **AWARD OF CONTRACT:** In evaluating Bids, Owner will consider the qualifications of Bidders, the price submitted, and the best value factors as listed. The bid with the overall best price and value will be selected, but Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices; discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum; and discrepancies between words and figures will be resolved in favor of the words.
10. **SIGNING OF AGREEMENT:** When Owner gives a Notice of Award to the Successful Bidder the Bidder shall within 15 days sign and deliver 3 signed copies of the Contract and attached documents to Owner, together with any other documents required, including all required certificates of insurance. Owner will deliver one fully signed counterpart of the Contract to Bidder within 10 days after the signed Contract, PW information, and insurance information is fully delivered to Owner.
11. **SALES AND USE TAXES:** Owner is exempt from State Sales and Compensating Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

**BUILDING CUSTODIAL SERVICES
TOWN HALL AND COMMUNITY BUILDING
PRC# 2023900839**

PROJECT IDENTIFICATION: Town of Lansing Building Custodial Services

THIS BID IS SUBMITTED TO: Town Clerk, Town of Lansing, 29 Auburn Road, Lansing NY 14882.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Construction Contract.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for 30 days after Bid opening. BIDDER will sign and timely submit the Contract other documents mandated in and by the Bidding Requirements after issuance of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents that:
 - (a) BIDDER has examined copies of all the Bidding Documents and all official Addenda issued by the Town.
 - (b) BIDDER has familiarized itself with the nature and extent of the Bid Documents, the work site, the project, the locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred in (b) above) which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Bid Documents and Construction Contract, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - (d) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid Documents.
 - (e) BIDDER has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and any written resolution thereof by Town is acceptable to BIDDER.
 - (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules

any group, association, organization or corporation; BIDDER has not indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. BIDDER will complete the Work for the following annualized price (2024-2026):

TOWN HALL AND RESTROOM CONTRACT PRICE OF _____ Dollars and _____ Cents (\$_____) for 2024-2026.

COMMUNITY BUILDING CONTRACT PRICE OF _____ Dollars and _____ Cents (\$_____) for 2024-2026.

HIGHWAY BUILDING CONTRACT PRICE OF _____ Dollars and _____ Cents (\$_____) for 2024-2026.

LUMP SUM, COMBINED CONTRACT PRICE of _____ Dollars and _____ Cents (\$_____) for 2024-2026.

ON-CALL, SHORT-NOTICE, AND EMERGENCY SERVICE CALL COSTS AND PRACTICES (summarize costs, hourly rates, and policies for 2024-2026): _____

Any other bid, cost, or pricing information: _____

(Attach and label additional sheets, if necessary.)

- 5. The Non-Collusive Bidding Certificate is attached to and made a condition of this Bid and must be returned duly signed, together with corporate and other acknowledgements.
- 6. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
- 7. The terms used in this Bid which are defined in the Bid Documents and are included as part hereof and have the meanings assigned to them in the Bid Documents.
- 8. This Bid is completed and executed as of the following date: _____, 2023.

If BIDDER is:

An Individual

By _____
(print name)

Doing business as _____

Business address:

Phone No.:

A Partnership

(firm name)

By: _____
General Partner

Business address:

Phone No.:

A Limited Liability Company

(LLC name)

By: _____
Auth. Member

Business address:

Phone No.:

A Corporation

(Corp name)

By: _____
_____(Office)

State of Incorporation:

Business address:

Phone No.:

Attest: _____, Corp. Secretary
(seal)

NON-COLLUSIVE BIDDING CERTIFICATE

**BUILDING CUSTODIAL SERVICES
TOWN HALL AND COMMUNITY BUILDING
PRC# 2023900839**

By submission of this bid or proposal, the bidder and each person signing on behalf of that bidder, affirms as true under penalty of perjury that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. Attached hereto (if this bid is submitted by a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory to this bid or proposal on behalf of the corporate bidder.
5. No person or entity has a prohibited interest in this Bid, the award, or the Contract or Work, as defined in or by General Municipal Law Article 18 or Town of Lansing Ethics Rules. Copies of each of the same may be obtained from the Town Clerk's Office or online.

Bidder

Address

**BUILDING CUSTODIAL SERVICES
TOWN HALL AND COMMUNITY BUILDING
PRC# 2023900839**

The following Resolution was adopted by *[name of entity]* in accord with law:

“RESOLVED that *[name of authorized person/officer]* be authorized to sign and submit the bid or proposal of *[name of corporation/LLC]* for the “Town of Lansing Building Custodial Services” to the Town of Lansing,, and such person be further authorized bind the *corporation/LLC* and sign and submit the General Municipal Law § 103-d non-collusion certificate, as well as general authority to act on behalf of the *corporation/LLC* to adjust, correct, or negotiate the bid or contract terms. By signing bid documents, the authorized person so binds this *corporation/LLC* and affirms under penalties of perjury that all statements in all bid documents are true and not materially misleading as of the date so signed or submitted.”

The *attached/foregoing* is a true and correct copy of the resolution adopted by *[Name of Corporation/LLC]* at a *meeting/by consent in lieu of a meeting* of its *Board of Directors/Members* held on the *[date]* day of *[month]*, 2023.

Secretary (seal)

**CUSTODIAL SERVICES AGREEMENT
(2024-2026)
BUILDING CUSTODIAL SERVICES FOR
TOWN HALL AND COMMUNITY BUILDING
PRC# 2023900839**

THIS AGREEMENT (the “Contract”) is entered into by and between the **TOWN OF LANSING**, an incorporated municipal subdivision of the State of New York with an address of 29 Auburn Road, Lansing NY 14882 (the “Town”), and

_____, of _____ (the “Contractor”).

WITNESSETH, that the Town and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR - The Contractor shall furnish necessary labor and general materials, tools and equipment to provide professional custodial and cleaning services as delineated in the bid documents concerning the Lansing Town Hall, Community Building and Highway Building, and shall timely complete all daily, weekly, and other tasks. At a minimum, services shall be provided as follows and per the following specified frequencies:

Town Hall General Custodial Building Services:

- vacuum all carpets every day
- vacuum foyer every day
- clean foyer glass every day
- vacuum and dry mop common areas every day
- vacuum courtroom every day
- kitchen/copy room vacuum and/or dry mopped every day
- kitchen/copy room sink and counters cleaned and sterilized every day
- empty all garbage and replace bags every day
- dust woodwork in court room and common areas twice a week
- clean glass on end door 3x per week
- clean and sterilize all door handles every day in winter, 3x a week summer
- clean all windows once a month
- wet mop floors as needed in the winter time
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

Town Hall Restroom Services:

- mop floors everyday
- clean and sterilize sinks and toilets everyday
- clean mirrors and all stainless steel everyday
- refill all toilet paper and paper towels everyday and restock as necessary
- clean partition walls in men’s and women’s rooms every other day
- empty garbage everyday
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

Community Center Custodial Services:

- vacuum all carpets every day
- dry mop floors every day
- wet mop hardwood floors 2x a week (Tues and Thurs), every day in winter
- clean and sterilize sinks and toilets in restrooms every day
- mop bathroom floors every day
- refill toilet paper and paper towels every day and restock as necessary
- vacuum stairs 2x a week
- clean glass on front door every day
- clean kitchen counter and sinks as needed
- mop kitchen floor 1x per week

- clean windows 1x every other week
- empty garbage everyday
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

Highway Building Services:

- vacuum all carpets every day
- dry mop/wet mop hallway floors every day
- dry mop/wet mop office floors every day
- dry mop/wet mop floors in kitchen every day
- kitchen sink/counters cleaned & sterilized every day
- wipe down tables in kitchen every day
- wipe down/sterilize fridge handles every day
- empty and replace all trash bags every day
- dust office 2x per week
- clean glass on entrance doors 2x per week
- clean and sterilize all door handles every day in winter, 2x per week in summer
- clean black plexiglass on bathroom doors every day
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

ARTICLE 2. TIME OF COMPLETION - The Work under this Contract shall be commenced on January 1, 2024 and completed regularly on time and per the scheduled custodial timelines, time being of the essence.

ARTICLE 3. PAYMENT TO CONTRACTOR - Contractor shall bill for services monthly, and shall add any agreed-upon materials or equipment costs and any on-call or emergency services costs, to the Town upon a monthly basis. Such invoice shall be paid only after inspection and approval by the Town of each monthly invoice. Contractor waives its right to file any liens for unpaid work as against the Town.

ARTICLE 4. CONTRACTOR'S INDEMNITY AND INSURANCE - Contractor shall indemnify, hold harmless and defend Town, its officers, employees, agents, and elected officials to the fullest extent allowed by law for injury or death to any person or persons or damage to or loss of property arising out of the performance of this Contract by the Contractor, its employees, subcontractors or agents (but not for actions and claims arising out of the negligence of Town), including losses to the equipment and personal property of Contractor and its employees and agents. All required training, safety devices, and the use thereof are the sole responsibility of Contractor, and Contractor shall properly guard against all injuries and damages to its employees and third parties, and shall be solely responsible for the same and the indemnification of the Town for any of the same as aforesaid.

The Contractor shall not commence work under this Contract until it has obtained all insurance and bonds required under this paragraph, and such insurance and such fidelity bond have been approved by the Town. The Contractor shall maintain the following minimum limits of insurances or bonds, or such amounts as may be required by law, whichever is greater.

- A. Workers' Compensation - Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:
 - CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, OR
 - CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), OR
 - SI-12 - Certificate of NYS Workers' Compensation Self Insurance, OR
 - GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability - \$1,000,000.
- B. Disability Benefits Requirements - Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:
 - CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, OR
 - DB120.1 - Certificate of Disability Benefits Insurance, OR
 - DB155 - Certificate of Disability Self-Insurance.

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

- C. Commercial General Liability including contractual, independent contractors, products/completed operations:
 - Each Occurrence \$2,000,000
 - General Aggregate \$2,000,000
 - Products/Completed Operations Aggregate \$2,000,000
 - Personal and Advertising Injury \$1,000,000
 - Fire Damage Legal \$100,000
 - Medical Expense \$5,000

NOTE: General Aggregate shall apply separately to the project prescribed in the Contract. It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms. Town and its officers, employees, agents and elected officials are to be included as Additional Insureds on a primary and noncontributory basis.

- D. Business Auto Coverage - Liability for Owned, Hired and Non-Owned Autos:
 - \$1,000,000 CSL or 500,000 per Person BI
 - \$1,000,000 per Accident BI
 - \$250,000 PD Split Limits
- E. A “Janitorial Services Fidelity Bond” in the minimum face amount of \$50,000 issued by an agency or insurer authorized to do business in New York.
- F. All insurance and bonds underwritten shall meet the following additional requirements:
 - Policies and bonds shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best’s rating of A or better.
 - Proof of insurance shall be provided on the Accord Certificate of Insurance, ACORD 25 (05/2010), or insurance company certificate and all certificates must be signed by a licensed agent or authorized representative of the insurance company (broker signature is not acceptable).
 - All Certificates shall contain a 30-day notice of cancellation, non-renewal or material change to Town.
 - All policies and coverages, including by endorsement where needed or required, shall provide for contractual liability coverage.
 - Certificates of Insurance shall be submitted with the signed bid and an insurance binder shall be presented at the time of Contract signing.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR - The Contractor represents and warrants that it is financially solvent, experienced in and competent to perform the type of Work herein to be furnished, and that it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the Work or those employed therein. Contractor also warrants that it, and none of its owners, are upon any NYS debarment lists, including as maintained by the Department of Labor and the Workers’ Compensation Board.

ARTICLE 6. PERMITS AND REGULATIONS - The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder, and shall comply with all laws, regulations, and safety requirements for the Work, including Labor Law § 200 et seq., and all elevation related and environmental hazards posed by exposure to VOCs, and any substances used in relation to the project. Contractor shall maintain on site a proper first aid kit and meet all other safety requirements.

ARTICLE 7. CLAIMS AND DISPUTES - The Town shall endeavor to act in good faith to resolve any disputes arising under or in connection with this Contract, or in relation to or concerning the value of extra work or any work the Contractor believes is extra work, or which is undertaken under protest. Failing any resolution of such disputes the parties shall attempt mediation through the Community Dispute Resolution Center, Ithaca, New York. If they cannot agree, then either party may make claim against the other, but no claim against the Town for damages for breach of contract or compensation

uncompensated extra work shall be made or asserted in any action or proceeding at law, or in equity, unless shall have complied with all the requirements relating to the giving of notice and of information with respect to such claims as hereinbefore provided or as required by NYS Town Law or the General Municipal Law.

ARTICLE 8. TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT - The Town shall have the right to stop work or terminate the Contract if the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or if a receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or if the Contractor refuses or fails to prosecute the Work or any part thereof with due diligence; or if the Contractor fails or refuses to comply with all applicable laws or ordinances; or if the Contractor is guilty of a substantial violation of any provision of this Contract; or if the Town, without prejudice to any other rights or remedy it may have and upon 15 days' notice to the Contractor, terminates for convenience all or any portion of the Work, the Contract, or the employment of the Contractor and its right to proceed to complete any Work. In the case of any whole or partial termination for convenience, the Contractor shall be paid for Work properly completed, all materials furnished, and the parties shall adjust the Contract price accordingly and in good faith.

ARTICLE 9. DAMAGES - It is hereby mutually covenanted and agreed that the relation of the Contractor to the Work to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said Work, whether or not the Contractor, its agents, or employees have been negligent. The Contractor shall hold and keep the Town free and discharged of and from any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the Work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

ARTICLE 10. NO ASSIGNMENT - In accordance with the provisions of General Municipal Law the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of its right, title or interest in this Contract, or its power to execute this Contract, to any other person or corporation without the previous consent in writing of the Town.

ARTICLE 11. EXECUTORY CONTRACT - In accordance with § 41 of the State Finance Law and like provisions of the Local Finance Law and other laws affecting municipal obligations under law, the obligations of the Town hereunder shall be executory to the extent of monies appropriated or available to Town for the implementation of this Contract, and no liability shall be incurred by the Town beyond such monies appropriated or available. Neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or to become due under this Contract. Neither this Contract nor any representation by any of the Town's public officers or employees creates any obligation by the legislative body of the Town to appropriate or make monies available for the purposes of this Contract.

ARTICLE 12. REQUIRED PROVISIONS OF LAW; PW REQUIREMENTS - Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. This expressly includes the Iran Divestment Act of 2012 (codified in part at State Finance Law §165-a) and regulations, the OFAC rules and regulations of the US Department of the Treasury and related federal laws and Executive Orders limiting certain acts and agreements in commerce, and the NYS MacBride Fair Employment Principles Act and regulations. If any provision is required by law or not properly herein contained or addressed mistake or otherwise, then upon the application of either party this Contract shall be physically amended forthwith to make such correction or insertion. Contractor is further advised that it must pay all their personnel according to Rates of Wages and Supplements determined by the Commissioner of Labor of the State of New York, as prevailing in locality of site at which Work will be performed. The same requirement applies to all subcontractors and sub-subcontractors. These wage rates and supplemental benefits are subject to change. Any such change shall be deemed to be incorporated herein by reference as of effective date of change and shall form part of this Contract and all such change shall be incorporated herein at no change in Contract pricing as Contractor must include in original bid such monies as he deems necessary to pay prevailing wages and supplements over the course of the Work. The Town does not represent or warrant that Schedule of Wages classifications of workmen, mechanics and laborers, as required by § 220 of Labor Law, is complete and reserves the right to revise such schedule in the event any other occupation not mentioned in the schedule or classifications is required in the execution of Project. Schedules of supplements to be provided and wages to be paid shall be requested from the Commissioner of Labor by the Contractor and become part of the wage and supplement schedules embodied in the Contract. The absence of an occupational classification shall

relieve Contractor from requirements to pay or provide prevailing wages and supplements for occupational health and safety. Contractor shall obtain and keep current all appropriate wage rates listings for this project.

This is an Article 9 Public Work Project subject to New York State Labor Law §220 and §222; Article I, §17 of the State Constitution and Executive Law §291-299 covering prevailing wage schedules, overtime rules, dust hazards, affirmative action prohibitions against discrimination, equal opportunity employment and EEO Utilization Plan compliance. All prevailing wage and public works requirements shall apply to this Contract and this Work and are hereby expressly incorporated in this job. The PRC# for this job is set forth above and can also be found at www.labor.ny.gov, together with any wage schedules or updates.

ARTICLE 13. MISCELLANY - (i) Taxes - Any and all taxes now or hereafter imposed on the Work to be performed, materials to be furnished, or upon the Contract itself, or upon any matter in connection herewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Town (and if Contractor utilizes the Town's tax exemption certificate/number, it does so at its sole risk; (ii) Notices - Any and all notices and payments required hereunder shall be addressed to the other party at the address set forth above, or at such other address as may hereafter be designated in writing by either party hereto; (iii) Waivers - No waiver of any breach of any condition of the Contract shall be binding unless in writing and signed by the party waiving said breach, and no such waiver shall in any way affect any other term or condition of this Contract or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same; and (iv) Modification - This Contract constitutes the complete understanding of the parties and no modification of any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Town of Lansing and the Contractor have signed this document, duly intending to be bound by the terms, duties, and obligations set forth herein.

Town of Lansing

Attest:

By: _____
(date)

(date)

[CONTRACTOR]

By: _____
(date)

NOTICE TO BIDDERS

**BUILDING CUSTODIAL SERVICES
TOWN HALL AND COMMUNITY BUILDING
PRC# 2023900839**

The Town Board of the Town of Lansing will receive sealed bids until 1:00 p.m. on September 12, 2023 at the Town Clerk’s Office at 29 Auburn Road, Lansing NY 14882 for the Building Custodial Services bids for services at the Town Hall, Community Building and Highway Building, whereafter all such bids shall be opened and read. All bids received pursuant to this notice will be publicly opened and read at the Town Hall Board meeting room, all bids to be opened by the Town Clerk or her designee and read aloud. Project specifications and instruction sheets are available at the said Town Clerk’s Office for any interested bidders. All bids must be accompanied by a certificate executed pursuant to § 103-d of the General Municipal Law of the State of New York, the Non-Collusion Bid Certificate, which is part of the Bid Specifications, or which can be obtained from the Town Clerk. The Town Board of the Town of Lansing reserves the right to reject any or all bids offered, as well as the right to select any combination of base bids or one total bid for both buildings, including as based upon weighing of the listed best value bidding standards. The following best value bidding standards apply, and will be given weight in the order as listed, with the first listed being the most important, with overall project combined pricing being given 70% of the weight, and the best value factors being given 30%: (i) the reduced cost and administrative expense of managing only one contract and contractor; (ii) Bidder’s expressed understanding of services timing and sequencing, including experience with similar services; (iii) reputation, prior history of public contracting, and MWBE employment and utilization factors; and (iv) bidder discounts and geographic location for on-call and emergency requests for services. A fuller description of these factors is obtainable from bid documents.

By: Debbie Munson, RMC
Town Clerk, Town of Lansing
August 22, 2023

RESOLUTION APPROVING AND AUTHORIZING BID DOCUMENTS FOR TOWN HALL, COMMUNITY BUILDING AND HIGHWAY BUILDING CUSTODIAL SERVICES

RESOLUTION 23-

RESOLUTION APPROVING AND AUTHORIZING BID DOCUMENTS FOR TOWN HALL, COMMUNITY BUILDING AND HIGHWAY BUILDING CUSTODIAL SERVICES

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

WHEREAS, in 2018 and 2019 and in 2021 - 2023 the Town had publicly bid custodial services, and upon an examination of the value and costs thereof the Town desires to continue to contract for such services in 2024 - 2026 and must therefore again competitively bid such prevailing wage contract for custodial services pursuant to the NYS General Municipal Law § 103 and NYS Labor Law Articles 8 and 9, including as set forth in and required by the Town’s Procurement Policy; and

WHEREAS, detailed bid documents and specifications have been developed, including a contract to be executed by the selected bidder(s), and the Town Board has fully reviewed the same; and

WHEREAS, this is a Type II Action under SEQRA, such that no environmental review is necessary or required, and accordingly, the Town Board of the Town of Lansing has hereby RESOLVED and DETERMINED as follows:

1. The bid documents be and hereby are approved, and the Town Clerk is directed to advertise the bids and to send bid documents to any person requesting the same.
2. The form of the bid documents and the contract to award to the successful bidder be and hereby is approved, and the Town Supervisor be and hereby is authorized to execute each of the same by, for, on behalf of, and in the name of the Town of Lansing upon approval of the final form of such documents and the contract by Town Counsel.

**CONSENT AGENDA MOTIONS M23-XX – M23-XX AND RESOLUTIONS
23-XX – 23-XX**

RESOLUTION 23-XX

RESOLVED, that the Consent Agenda Motions **M23-XX – M23-XX** and Resolutions **23-XX – 23-XX**, are hereby approved as presented and amended, and

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

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

Accordingly, the foregoing Motions and Resolutions were approved, carried, and duly adopted on August 16, 2023.

RESOLUTION URGING GOVERNOR HOCHUL TO VETO PENDING LEGISLATION (S3505B AND A4282B) THAT WOULD IMPACT THE TIMING OF LOCAL ELECTIONS

RESOLUTION 23-

RESOLUTION URGING GOVERNOR HOCHUL TO VETO PENDING LEGISLATION (S3505B AND A4282B) THAT WOULD IMPACT THE TIMING OF LOCAL ELECTIONS

WHEREAS, towns, counties, and cities in Upstate New York have long held local elections for legislative and administrative offices in odd-numbered years under the dictates of New York State law; and

WHEREAS, holding these town and county elections in odd-numbered years has benefited local elected officials, candidates for local office, and the constituents they serve, as they provide the opportunity for local candidates to convey their message to the voters in an election environment uncluttered by the more prominent, better-funded messaging from candidates for state or federal office; and

WHEREAS, the New York State Legislature in June 2023 adopted Senate Bill S3505B and Assembly Bill A4282B, bills that would transition local elections for most town and county legislative and administrative offices to even-numbered years, beginning in 2025; and

WHEREAS, this adopted legislation will soon be presented to New York Governor Kathy Hochul, for her signature or veto; and

WHEREAS, on June 20, 2023, the Tompkins County Legislature adopted by Resolution Number 2023-147, a Resolution that urged Governor Hochul to veto this pending legislation; and

WHEREAS, the Town of Lansing agrees with the rationale of the Tompkins County Legislature, as provided in its Resolution, that rationale being that to move local elections to even-numbered years would increase the workload of local boards of elections in even-numbered years; and require significantly larger paper ballots in even numbered years, a requirement that could impede the ability of voting machines to process said ballots, overwhelm the duties of poll workers, and slow the voting process at polling locations; and

WHEREAS, most importantly, as the Tompkins County Legislature stated, “These bills could significantly obscure the campaigns of candidates for local county and town offices, whose issues and positions would be eclipsed by higher-profile state and federal races”; therefore, be it

RESOLVED, that the Town of Lansing opposes the enactment of S3505B and A4282B and urges Governor Hochul to veto these bills; and be it further

RESOLVED, that a copy of this Resolution be sent to Governor Kathy Hochul, New York State Senators Andrea Stewart-Cousins and Lea Webb, New York State Assembly members Carl Heastie and Anna Kelles, the New York State Association of Counties, and the New York State Association of Towns.

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

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

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 16, 2023.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORTS

RESOLUTION 23-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORTS

The Supervisor submitted his monthly report for the months of June and July 2023, to all Board Members and to the Town Clerk. The Supervisor's Reports were reviewed by Councilperson Joseph Wetmore and Ruth Groff. The bills were reviewed by Councilperson Ruth Groff and Councilperson Joseph Wetmore. The Supervisor's Reports be approved as submitted and the Bookkeeper is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 008

DATED 08/16/2023

AUDITED VOUCHER #'s	<u>711 - 885</u>
PREPAY VOUCHER #'s	<u>711 - 718</u>
AUDITED T & A VOUCHER #'s	<u>46 - 53</u>
PREPAY T & A VOUCHER #'s	<u>46 - 48</u>

<u>FUND</u>	<u>TOTAL APPROPRIATIONS</u>
GENERAL FUND (A&B)	\$ <u>202,606.87</u>
HIGHWAY FUND (DA&DB)	\$ <u>92,349.66</u>
ARPA (HF)	\$ <u>1,200.00</u>
DRAINAGE DISTRICTS (SDD1-)	\$ <u>1,069.52</u>
LANSING LIGHTING (SL1, 2 &3)	\$ <u>1,480.15</u>
WARREN SEWER DISTRICT (SS1)	\$ <u>19,814.51</u>
LANSING WATER DISTRICTS (SW)	\$ <u>311,192.74</u>

TRUST & AGENCY (TA)

\$ 72,651.84

**BUDGET MODIFICATIONS
AUGUST 16, 2023 MEETING**

**GENERAL FUND A
August 16, 2023**

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
A5010.120	A7110.130	From Hwy Secretary to Parks/Hwy Labor Correction	\$ 42.16
A599	A7110.400	From Fund Balance to Parks Contractual Emergency Repairs to Park Playground per M23-18	\$18,376.00
A2003	A7310.100	From Youth Rec Fees (Revenue) to Youth Personal Svcs Revenue overage to expenditure	\$13,218.72
A599	A1440.403	From Fund Balance to Engineering-Transportation Addtl needed	\$ 3,500.00

**GENERAL FUND B
August 16, 2023**

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
B599	B3620.400	From Fund Balance to Safety Inspector Contractual Addtl needed	\$ 1,000.00
B599	B8020.401	From Fund Balance to Safety Inspector Contractual Addtl needed	\$ 1,000.00
B688	B8020.433	From Parks Grant to Conservation Advisory Council Park Foundation Grant Funds for Open Index	\$11,586.25

**GENERAL FUND DB
August 16, 2023**

DB599	DB5112.400	From Fund Balance to Road Improvements To be reimbursed by POP/CHIPS Verbal approval @ 7/19 meeting	\$40,000.00
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ARPA HF
August 16, 2023

HF599 DB5110.200 From Fund Balance to Street Maintenance Equipment \$32,629.46
Correction (Paid from DB, s/b ARPA, Res 23-62)

SEWER FUND SS1
August 16, 2023

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SS1-599	SS1-8120.402	From Fund Balance to Sewer Legal Addtl needed	\$ 2,500.00

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

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

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on August 16, 2023.

**Joseph Wetmore
Town Board Member Report
August 2023**

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

825 Lansingville Rd, applicant proposes to subdivide a ~4 acre flag lot from the ~66.2 acre parent lot. The property is in the AG Zone.

Genie Solar Energy, Lansingville Road, Tax Parcel Number 16.-1-19.2 The applicant proposes to construct a 5 MW ground-mounted solar, approximately 18 acres in size, on a 107.2 acre parcel in the RA zone

Code Amendments Ch. 7, Committees

**TCCOG Meeting
Thursday, July 27·3:00 – 5:00pm**

- 1. Report from County Administration
 - a. Draft shared services plan
 - b. Strategic operation Plan Survey

There is a scam saying that the County will pay \$300 to participate.

- 2. County Food System Plan

FOOD SYSTEM PLAN GOALS



3. 10 Year Local Solid Waste Management Plan (LSWMP) Draft

This Plan will:

- a. Serve as a countywide framework for the coordination of solid waste management;
- b. Establish countywide materials diversion goals and objectives as well as a plan to monitor progress toward the goals;
- c. Satisfy NYSDEC requirements for solid waste planning and comprehensive recycling analyses

Program Strategy #1 – Promote Waste Reduction Programs

Goal: Establish robust waste reduction programming to increase waste reduction through modifications in behavior, as well as purchasing, while supporting a sharing economy.

Program Strategy #2 – Promote Reuse Programs

Goal: Expand reuse activity and infrastructure in Tompkins County, supporting material exchange, repair, creative reuse for residential, commercial, and institutional generators, and focusing on materials such as packaging and dishware, building materials, paint and hazardous waste, electronics, and textiles.

Program Strategy #3 – Expand Recyclables Recovery

Goal: Increase the participation in recycling programs and types of materials accepted for recycling at the County’s Recycling and Solid Waste Center (RSWC), while reaching residents, institutional, and commercial generators, as well as public spaces and events.

Program Strategy #4 – Organic Recovery Programs

Goal: Promote wasted food prevention, donation of surplus edible food, and organics recycling opportunities for all community members, including residents, businesses, and institutions.

Program Strategy #5 – Rethink

Goal: Engage the community in rethinking waste, encompassing strategies for product stewardship, as well as green purchasing for residents, municipalities, businesses, and institutions.

Program Strategy #6 – Managing Residue

Goal: Continue the successful PAYT program, household hazardous waste collection, environmental management of closed landfills, and preparedness for management of disaster debris.

Program Strategy #7 – Local Laws and Enforcement Programs

Goal: Research and update local laws; provide public education and enforcement of the revised laws, rules, and regulations.

Program Strategy #8 – Communications

Goal: Educate the community to address operational needs, including promotion of the 4Rs to promote sustainable materials management.

Program Strategy #9 – Data Collection and Evaluation Efforts

Goal: Continually improve data collection and reporting to monitor and assist with the implementation of the program strategies.

Program Strategy #10 – Review Available Technologies

Goal: Evaluate alternative waste disposal technologies that are available to the County.

4. Subcommittee, Liaison, and Other Reports

a. Broadband –Developing RFP for developers to run broadband to properties that don't have it available in the county.

b. Transportation -- Tompkins Consolidated Area Transit (TCAT) to recover from both the pandemic and the driver and equipment shortages that have limited its service since early-2000. In summary, it's best stated that the agency is improving, but that it has a long ways to go to match its 2019 service levels. May 2023 ridership totaled just fewer than 176,000 patrons, down more than 51,000, or 22.6 per cent from 2022. It's a year-to-year drop-off that's been evidenced since February. (By comparison, May ridership was about 350,000 in 2019, pre-pandemic.) The rural component of those declines in May (-21.7%) mirrored the system-wide average drop-off. Non-campus urban ridership dropped by not as much; -13.8%, May '22 to '23.

Yellow Barn Solar HCA Discussion

Monday, August 7:3:00 – 4:00pm

We discussed the proposed host community agreement with Groton and our consultants.

TOWN OF LANSING

TOMPKINS COUNTY, NEW YORK

August 7, 2023

ENGINEER'S REPORT

**Proposed Town of Lansing
Drainage District #11:
East Shore Circle Subdivision**



PREPARED BY:
T. G. Miller, P.C.
Engineers and Surveyors
Ithaca, New York

ENGINEER'S REPORT
PROPOSED TOWN OF LANSING
DRAINAGE DISTRICT #11:
EAST SHORE CIRCLE SUBDIVISION

TABLE OF CONTENTS

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- Section 2 - Service Area
- Section 3 - Overview of Maintenance Responsibilities
- Section 4 - Overview of Maintenance Activities
- Section 5 - First Year Maintenance Cost Estimates
- Section 6 - Method of Financing

APPENDIX

- Appendix A - Boundary Description

MAPS

- Map 1 - Vicinity Map
- Map 2 - Drainage District Boundary and Stormwater Management Practice Location

SECTION 1 - INTRODUCTION

The East Shore Circle Major Subdivision is a nine-parcel realty subdivision located north of East Shore Circle and west of East Shore Drive. The Major Subdivision obtained final approval from the Town of Lansing Planning Board on April 24, 2023. In addition, East Shore Circle Minor Subdivision is a four-parcel realty subdivision located south of East Shore Circle and west of East Shore Drive. The Minor Subdivision obtained final approval from the Town of Lansing Planning Board on January 22, 2018. Land disturbance activities within the subdivisions are subject to the design and permitting requirements of New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit No. GP-0-20-001 and GP-0-15-002, respectively. In accordance with these General Permits, the Stormwater Pollution Prevention Plans (SWPPP) prepared by the Owner/Operator for each subdivision incorporate permanent post-construction stormwater treatment and peak flow attenuation practices. In addition, permanent swales have been designed to convey stormwater runoff to and away from permanent practices.

The General Permits require on-going maintenance of these practices and dictate the Owner/Operator ensure one of the following prior to terminating permit coverage:

- a. the post-construction stormwater management practice(s) and any right-of-way(s) needed to maintain such practice(s) have been deeded to the municipality in which the practice(s) is located,*
- b. an executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s),*
- c. for post-construction stormwater management practices that are privately owned, the owner or operator has a deed covenant in place that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan.*
- d. for post-construction stormwater management practices that are owned by a public or private institution (e.g. school, college, university), or government agency or authority, the owner or operator has policy and procedures in place that ensures operation and maintenance of the practices in accordance with the operation and maintenance plan.*

In this instance, there are permanent water quality treatment practices (bioretention basins, detention ponds and dry ponds) together with grassed diversion swales that will be or have been installed on residential lots or lands that will be dedicated to the Town. Long-term operation and maintenance of these practices and swales will be the responsibility of the Town as prescribed in a maintenance agreement carried in the deed or general covenants and restrictions filed and common to the Subdivision. As described herein, Drainage District No. 11 here after referred to as the "District", will provide the methodology for financing long-term stormwater practice maintenance. It is the intent that any prior Stormwater Operation, Reporting and Maintenance Agreements (SOMRAs) recorded for the four-parcel minor subdivision will be superseded by a new Stormwater Declarations, Covenants, Conditions and Restrictions Agreement drafted concurrently with the formation of the District. The maintenance agreements and covenants will be reviewed and approved by the Town's Counsel to assure that adequate rights of access and maintenance are provided. These privately owned and District owned practices will require annual inspection by the drainage district. To offset the expenses related to the inspection and maintenance of these stormwater management facilities, the Town is proposing to form the District to include all lands within the Minor and Major Subdivisions, which are further described in Appendix A, Boundary Description.

SECTION 2 - SERVICE AREA

As depicted on Map 1, the subdivisions are located north and south of East Shore Circle and west of East Shore Drive. The total land area of the two subdivisions to be included in the District is approximately 21.46 acres, inclusive of road right-of way. Based on the approved final subdivision plats, the lands have been divided into eight residential building lots, two storm water lots, and a remnant parcel of vacant land on the south side of E. Shore Circle. The parcels to be included in the District are identified on Map 2 and itemized in Table 1.

Table 1. Tax Map Parcels in Drainage District #11			
Lot #	Tax Map Parcel #	Owner	Acres
1		JOHN YOUNG, et al	1.03
2		JOHN YOUNG, et al	1.04
3		JOHN YOUNG, et al	1.24
4		JOHN YOUNG, et al	1.32
5		JOHN YOUNG, et al	2.07
7		JOHN YOUNG, et al	9.85
8		JOHN YOUNG, et al	0.39
9		JOHN YOUNG, et al	0.58
-	37.1-7-12.8	PIKULIK, GRIGORY & NATALYA	1.05
-	37.1-7-12.9	PIKULIK, GRIGORY & NATALYA	1.05
-	37.1-7-12.10	GLENNA MCMINN	1.16
Total			20.78

SECTION 3 – OVERVIEW OF MAINTENANCE RESPONSIBILITIES

Under this proposal, the District will assume the responsibility for maintaining the dry pond, detention ponds, bioretention basins and grassed diversion swale once constructed by the Owner/Operator on lots as identified in Map 2 and detailed in the final approved Major Subdivision plans and SWPPP dated _____, 2023 and final approved Minor Subdivision plan and SWPPP dated December 27, 2017. The Owner/Operator will be responsible for all temporary sediment and erosion control practices in compliance with the requirements of the General Permits for land disturbance activities. The roles and responsibilities of the District and the Owner/Operator are further outlined below.

3.1 The Owner/Operator

Prior to beginning construction on any lot or parcel, the Owner/Operator will be responsible for obtaining coverage under the General Permit by submitting a Notice of Intent (NOI). Under the General Permit, the individuals who obtain coverage are responsible for complying with the permit until a Notice of Termination (NOT) is filed with the NYSDEC. A NOT cannot be filed until the site is completely stabilized and all soil disturbance activity is ceased. Until that time, the Owner/Operator will be liable for the following elements of the permit:

- 1) Fees for continuing permit coverage.
- 2) Construction inspections for ongoing construction activity.
- 3) Ensuring final site stabilization.
- 4) Responsibility and liability for water quality violations caused by construction activity within the Subdivision.
- 5) Filing of a NOT to terminate permit coverage.

3.2 *Town of Lansing on behalf of Drainage District #11*

The Town will be responsible on behalf of the District for undertaking annual inspections and implementing emergency repairs to the dry pond, detention ponds, bioretention practices and grassed diversion swales as deemed necessary. In addition, the Town will be responsible for administration of the Drainage District, including tracking expenses, assessing fees, and collecting fees attributable to any emergency repair activities for the permanent stormwater practices.

The required permanent practices, or Facilities, are to be installed by Owner/Operator on each building lot or parcel prior to or as houses are constructed, thereafter, to be maintained by the District. The District will complete annual inspection, reporting, maintenance and improvement obligations. To assure compliance with such local law and NYSDEC Stormwater regulations, the following minimum provisions shall cover each building lot or parcel within the District:

- 1) All landowners and lot owners shall be responsible to construct and install, and once so constructed and installed, the District to operate, maintain, and repair the stormwater management facilities as described in or as shown upon the Final Subdivision Plat, the Stormwater Drainage District Map, or the Stormwater Pollution Prevention Plan (hereinafter severally and together, the "Stormwater Plan"), including but not limited to drainage ditches, swales, infiltrators, drop inlets, pipes, culverts, soil absorption devices, raingardens, bioretention basins, and all appurtenances thereto (hereinafter severally and together, the "Facilities"), to ensure that the Facilities continue to function as designed and for their intended purposes.
- 2) All Owners shall grant access to the Town of Lansing for the purposes of observing, maintaining, and inspecting the Facilities at any time, and from time-to-time, as may be deemed appropriate, necessary, or desirable by the Town.
- 3) If any deficiencies in Facilities are discovered or suspected to have been caused by the Owner/Operator, the Town will notify the Owner in writing and mandate a reasonable number of days to effect needed analyses or repairs or maintenance pursuant to a fair plan on notice to the Owner. If the Owner shall fail to complete any analyses or repairs or maintenance to the reasonable satisfaction of the Town within the required period set forth in any notice the Town may effect the same and charge to the Owner the cost thereof. Emergencies do not require prior notice. The Town may collect such costs in any manner as allowed by law and determinations and demands for reimbursement shall be subject to review under Article 78 of the New York Civil Practice Law and Rules.
- 4) No Owner may authorize, undertake, or permit the alteration of, abandonment of, modification of, demolition of, discontinuation of, or interference with any Facilities, except in strict accordance with the written approval of the Town.

- 5) All covenants or maintenance easements or agreements implementing these basic requirements shall be written in a form as is acceptable to and approved by the Town, and all rights of entry and rights of way to and for the Facilities shall be written as appurtenant easements and rights-of-way duly limited to that which is reasonably necessary for stormwater needs and practices under law. All covenants and maintenance easements and agreement shall be enforceable in law or equity.
- 6) Other landowners within the Drainage District shall also have rights of enforcement relative to stormwater Facilities maintenance to prevent flooding, nuisance, loss of property or property value, and hazards.

SECTION 4 - OVERVIEW OF MAINTENANCE ACTIVITIES

The Owner/Operator will be responsible for constructing the permanent practices on their land in accordance with the Final Subdivision SWPPP applicable to each subdivision and as shown on Map 2. With respect to Lots 1-5, the dry pond (Lot 9), bioretention basin (Lot 8) and swales on Lots 1, 3, 4 and 5 shall be constructed prior to issuing buildings permits in order to capture runoff from the impervious areas of the individual lots they serve. For parcels 37.1-7-12.8, 37.1-7-12.9 and 37.1-7-12.10 the Owner/Operator shall construct individual lot detention pond, bioretention basin and swale in order to capture runoff from the impervious areas of the lot they serve. Maintenance activities for these practices may include annual inspections, routine maintenance, and emergency repairs. This section outlines some of the routine activities needed to maintain both the long-term pollutant removal and structural integrity of stormwater practices. These activities are encompassed within six general categories as described below. In addition, Table 3 outlines some of the detailed activities within these categories, together with an estimated frequency.

Inspections

An annual inspection is needed to monitor the permanent practices. In the long term, these inspections reduce expenses by allowing the Owner and District to address small problems as they occur, with relatively low-cost solutions.

Sediment and Debris Removal

Sediment, trash and other debris accumulate within bioretention practices at a fairly constant rate. As sediment accumulates in stormwater practices, the capacity to treat and attenuate stormwater is reduced. In addition, the sediment can clog outflow pipes and reduce the capacity of the overflow channels. Some typical maintenance activities include removing sediment and debris, and unclogging outlet pipes.

Vegetation Management

Vegetation can enhance pollutant removal in some stormwater management practices but needs to be managed. Mowing is necessary to maintain a safe basin embankment.

Animals and Nuisances

Some typical nuisance issues for stormwater basins are mosquitoes and animal burrows. Mosquitoes can sometimes breed in pond forebays, particularly if dense vegetation develops. Some non-toxic methods are available to discourage mosquito breeding. Animal burrows damage basin embankments and need to be filled immediately.

Erosion

Over time, soil erosion can occur at some critical points in stormwater management practices, particularly when bare soil exists. When erosion occurs, the area needs to be stabilized to prevent further damage.

Structural Repairs

Although the stormwater detention ponds, dry ponds and bioretention basins that services the lots in this Subdivision have relatively few moving parts and structural elements, some long-term repairs may be needed. These will include replacing or repairing cracked pipes, eroded banks, and basin cleanout structures.

Inspections of Private Practices

These will be as needed and conducted in conjunction with annual review and any complaints or direct observations made during construction and site alterations.

TABLE 3. STORMWATER MAINTENANCE ACTIVITIES FOR DRAINAGE DISTRICT #11		
Maintenance Item	Frequency (years)^{1,2}	Practices Where Performed
<i>Inspections</i>		
Inspection	1	Detention Pond, Dry Pond, Bioretention basin and swales
<i>Sediment and Debris Removal</i>		
Unclog outlet pipes	1	Detention Pond, Dry Pond, Bioretention basin and swales
Debris/Trash Removal	1	Detention Pond, Dry Pond, Bioretention basin and swales
Remove sediment from forebay and swales	5	Forebay Swales
Dredge Detention Pond and Dry Pond	15	Detention Pond and Dry Pond
<i>Vegetation Management</i>		
Mowing	1	Detention Pond, Dry Pond, Bioretention basin and swales
Tree removal from embankment	10	Detention Pond, Dry Pond, Bioretention basin Embankments (should be limited by mowing)
Replace vegetation (Dead or decaying vegetation in filter)	As needed	Bioretention basin
<i>Animals/ Nuisances</i>		
Remove animal burrows from basin embankment.	5	Detention Pond, Dry Pond and Bioretention basin
<i>Erosion</i>		
Repair areas of erosion	2-5	Detention Pond, Dry Pond, Bioretention basin and swales
<i>Structural repairs</i>		
Repair low spots on the embankment	5	Detention Pond, Dry Pond and Bioretention basin
Repair or replace trash racks	15	Detention Pond and Dry Pond
Repair cracks in concrete	10	Dry Pond
Replace riser structure (concrete)	50	Dry Pond
Till bioretention surface to restore permeability (Filter drains slowly and surface is compacted)	3 (or as needed)	Bioretention basin

TABLE 3. STORMWATER MAINTENANCE ACTIVITIES FOR DRAINAGE DISTRICT #11		
Maintenance Item	Frequency (years) ^{1,2}	Practices Where Performed
Replace entire bioretention media (Filter does not drain, and other measures to restore are unsuccessful)	10 (or as needed)	Bioretention basin
1: Maintenance Frequencies derived from the "New York State Stormwater Management Design Manual created by the New York State Department of Environmental Conservation.		
2: Frequency may vary, and the need for maintenance will be determined by annual inspections.		

SECTION 5 – ESTIMATE OF FIRST-YEAR MAINTENANCE COST

This section estimates the initial first year maintenance cost, with the goal of establishing an initial assessment rate for landowners of properties within the District. Over time, these costs will vary, based on the occurrence of relatively high cost items at the time services are performed. The cost estimate includes assumptions regarding the items that will occur within the first year, the extent of these items, and the unit cost. The first-year maintenance plan, along with cost estimates, is presented in Table 4.

The first-year maintenance items are derived from the maintenance frequencies presented in Table 3, with the following assumptions:

- 1) All residential lots are simultaneously developed for residential use.
- 2) Items listed as annual or more frequent occur within the first year, at the frequency named.
- 3) Some erosion occurs within the diversion swales or swales leading to the basins, and will need to be repaired.
- 4) As a contingency, it is assumed that two five-year frequency items occur in the first year, including repairing low spots on the embankment and removing animal burrows.
- 5) Mowing is needed on basin embankments and swales, representing a total of approximately 2.0 acres.

TABLE 4. COST OF FIRST-YEAR MAINTENANCE				
Maintenance Item	Description	Unit Cost	Extent	Cost
Inspection, Reporting and coordinating corrective actions	Inspect using forms derived from Appendix G of the "New York Stormwater Management Design Manual"	\$150/hour	10 hours	\$1,500
Unclog outlet pipes	Remove accumulated debris from the outlet pipes, possibly by jet cleaning.	\$150/basin	1 time for 8 basins	\$1,200
Mowing and Debris/Trash Removal	Mow the swales and embankments. Remove trash and debris.	\$800/acre	2 acres	\$1,600
Repair areas of erosion and settling within swales and basins	Replace topsoil, compact and reseed area.	\$5/sf	400 sf	\$2,000
TOTAL ESTIMATED COST (ROUNDED) =				\$6,300

SECTION 6 – METHOD OF FINANCING

Estimate of First-Year Maintenance Charges

The cost of annual inspection and reporting completed by the Town will be assessed to the owners of taxable land within the District. The total acreage of all parcels based on the approved final plat is 20.78 acres excluding road right-of-way. Thus, the maintenance charge to each of the parcels within the district is calculated as:

$$\text{Charge} = [\text{Maintenance Cost}] / 20.78$$

Using the cost of \$6,300 derived from Table 4, and the lot areas from the Final Subdivision plats, the estimated first-year maintenance fees are presented in Table 5.

TABLE 5. ESTIMATED FIRST-YEAR STORMWATER MAINTENANCE FEES				
Lot #	Tax Map Parcel #	Owner	Acres	
1		JOHN YOUNG, et al	1.03	\$328
2		JOHN YOUNG, et al	1.04	\$331
3		JOHN YOUNG, et al	1.24	\$394
4		JOHN YOUNG, et al	1.32	\$420
5		JOHN YOUNG, et al	2.07	\$658
7		JOHN YOUNG, et al	9.85	\$3,133
-	37.1-7-12.8	PIKULIK, GRIGORY & NATALYA	1.05	\$334
-	37.1-7-12.9	PIKULIK, GRIGORY & NATALYA	1.05	\$334
-	37.1-7-12.10	GLENNA MCMINN	1.16	\$369
Total			19.81	\$6,300

Method of Assessment

The charges to finance the costs of this district will be included in the annual Town/County tax bill. Although estimated first year charges are included in this report, the calculated charge will be a reimbursement for actual maintenance activities of each preceding year. The Town will track all maintenance activities and the resulting costs in labor and equipment, and annually adjust the amount to be raised from each landowner.

APPENDIX A

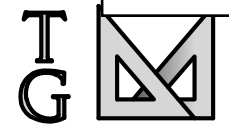
BOUNDARY DESCRIPTION

TOWN OF LANSING DRAINAGE DISTRICT No. 11

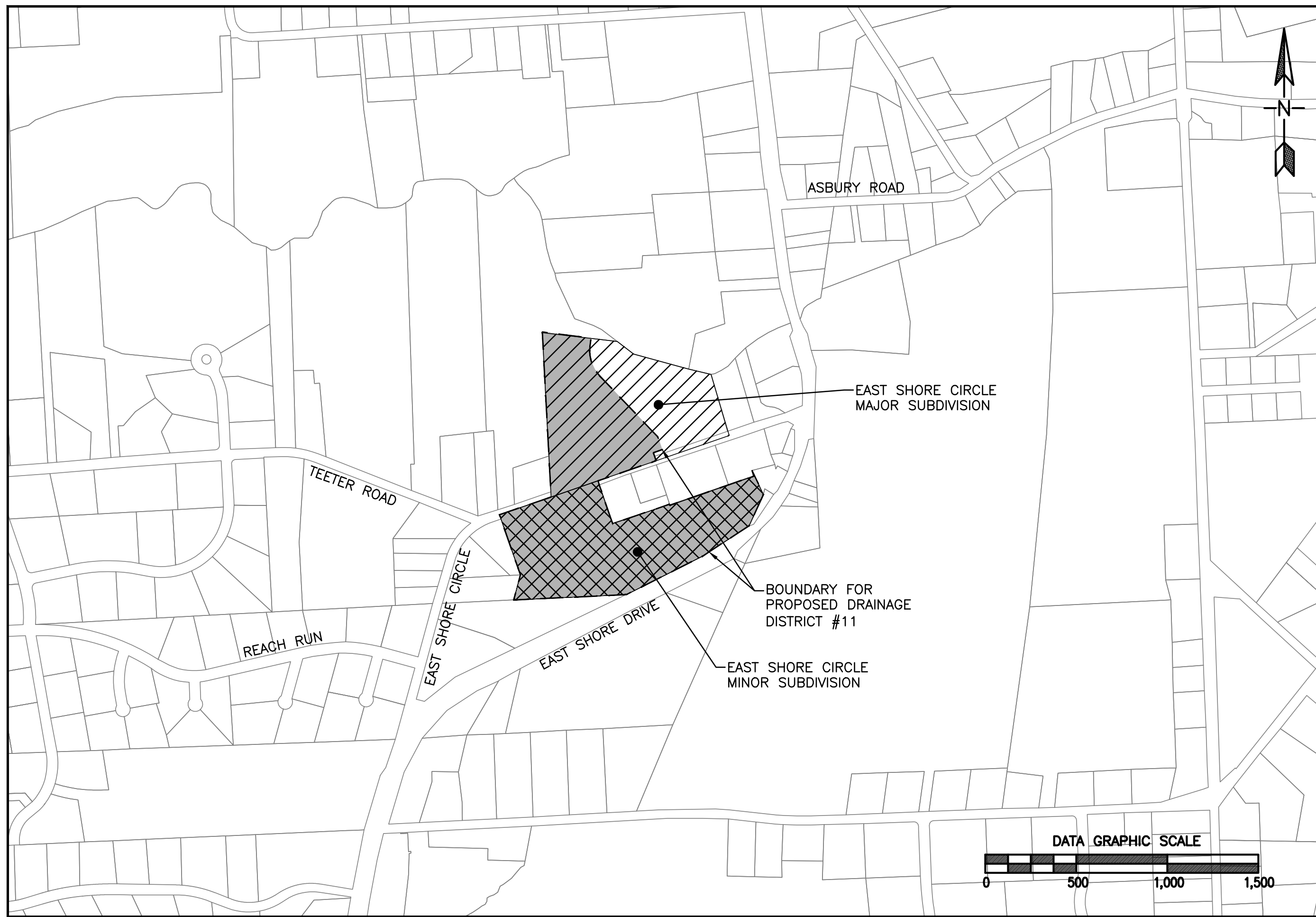
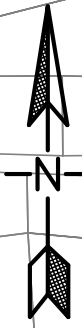
All that tract or parcel of land situate in the Town of Lansing, County of Tompkins, State of New York being bounded and described as follows:

Beginning at a point...

The boundaries of the said District and the Tax Map Parcels included are as shown on Map 2 attached hereto.



T.G. MILLER, P.C.
ENGINEERS AND SURVEYORS
605 WEST STATE STREET, SUITE A
ITHACA, NEW YORK 14850
WWW.TGMILLERPC.COM
607-272-6477



TOWN OF LANSING
PROPOSED DRAINAGE DISTRICT #11
EAST SHORE CIRCLE SUBDIVISION
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK

SHEET TITLE

VICINITY
MAP

DATE: 8/7/23

JOB No.
E23-01

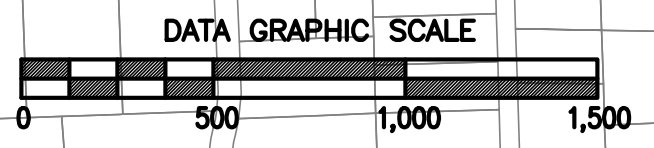
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1" = 500'

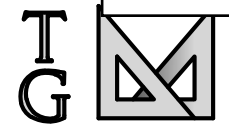
DRAWN BY:
AXA

SHEET

CHECKED:
DMH

MAP 1





T.G. MILLER, P.C.
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605 WEST STATE STREET, SUITE A
ITHACA, NEW YORK 14850
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607-272-6477

**TOWN OF LANSING
PROPOSED DRAINAGE DISTRICT #11
EAST SHORE CIRCLE SUBDIVISION**
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK

SHEET TITLE
DISTRICT BOUNDARY
AND STORMWATER
MANAGEMENT
PRACTICE LOCATION

DATE: 8/7/23	JOB No. E23-01
SCALE: 1" = 150'	SHEET MAP 2
DRAWN BY: AXA	
CHECKED: DMH	

