



REGULAR TOWN BOARD MEETING

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

AGENDA

SUBJECT TO CHANGE

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

VIEW THE MEETING LIVE - TOWN OF LANSING YOUTUBE CHANNEL

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

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Resolution**
 - a. Resolution Honoring Lansing Planning Board Member Larry Sharpsteen
5. **Public Hearing - Teeter Road Subdivision CWD Improvement Project**
 - a. Motion to Open/Close
6. **Resolutions**
 - a. Resolution Approving Teeter Road Subdivision CWD Improvement Project
7. **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
8. **Department Reports**
 - a. **Highway Report** – Mike Moseley
 - b. **Parks and Recreation Report** – Patrick Tyrrell
 - c. **Director of Planning Report** – John Zepko
 - d. **Town Clerk Report** - Debbie Munson
 - e. **Lansing Community Library Report** – Annie Johnson
 - f. **Lansing Youth Services Report** – Richard Alvord
 - g. **Engineer’s Report** – Dave Herrick
 - h. **Tompkins County Legislator Report** – Mike Sigler
9. **Consent Agenda**
 - a. Motion Authorizing Town of Lansing Supervisor to Sign Agreement Between the Town of Lansing and Foodnet Meals on Wheels

- [b.](#) Motion Approving Susan Brock, Esq. as Special Counsel for Legal Services for 2025
- [c.](#) Motion Authorizing Supervisor to Sign 2025 Cornell Cooperative Extension of Tompkins County
- [d.](#) Motion Authorizing Supervisor to Sign Contract Between the Town and Constellation
- [e.](#) Motion Authorizing Supervisor to Sign Contract Between the Town and Marathon Energy
- [f.](#) Resolution Approving Dog Control & Shelter Agreement with Country Acres Pet Services
- [g.](#) Resolution Approving 2025 Counsel Engagement Letter with Guy K. Krogh, and his Firm, Thaler and Thaler, P.C.
- [h.](#) Resolution Reappointing Member to the Lansing Housing Authority
- [i.](#) Resolution Appointing Members to the Parks, Recreation and Trails Working Group and Directing the Committee to Make Recommendations
- [j.](#) Resolution Appointing Zoning Board of Appeals Members
- [k.](#) Resolution Appointing Planning Board Members
- [l.](#) Resolution Appointing Conservation Advisory Council Members
- [m.](#) Resolution Appointing Board of Ethics Members
- [n.](#) Resolution Declaring Mowers as Excess Property and Authorizing Disposal or Sale
- [o.](#) Resolution Approving Town Contract with The Computing Room for Professional Design and IT Installation Services for the DPW Facility
- [p.](#) Resolution Accepting Jenna Hoellerer's Resignation
- [q.](#) Resolution Approving Independent Contractor Agreement with Jenna Hoellerer for DPW Administrative Services and Authorizing Execution Thereof
- [r.](#) Resolution Authorizing Pitney Bowes Postage Meter Lease
- [s.](#) Resolution Approving Audit and Budget Modifications and Supervisor's Report
- [t.](#) Resolution Approving Consent Agenda

10. Motions and Resolutions

- [a.](#) Resolution Approving the Town of Lansing Conservation Advisory Council 2024 Annual Report
- [b.](#) Resolution Establishing Two Capital Project Funds
- [c.](#) Resolution Requesting Reduction of School Speed Limit for Wildman Road

11. Board Member Reports

- [a.](#) Councilperson Judy Drake
- [b.](#) Councilperson Laurie Hemmings
- [c.](#) Councilperson Christine Montague
- [d.](#) Councilperson Joseph Wetmore
- [e.](#) Supervisor Ruth Groff

12. Work Session

13. Executive Session if Needed

- a. Motion to Enter/Exit

14. Adjourn Meeting

- a. Motion to Adjourn Meeting

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

RESOLUTION HONORING TOWN OF LANSING PLANNING BOARD MEMBER LARRY SHARPSTEEN

RESOLUTION 24-

RESOLUTION HONORING TOWN OF LANSING PLANNING BOARD MEMBER LARRY SHARPSTEEN

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

WHEREAS, Larry Sharpsteen, a lifelong resident of the Town of Lansing, has served the Lansing community as a Planning Board Member for forty years, and

WHEREAS, the Town Board of the Town of Lansing recognizes Larry Sharpsteen for his leadership, exceptional contributions and loyalty to the Planning Board. Larry’s term began on July 18, 1984. He served as Chairperson of the Planning Board from 1993 until 1997 and in other years he served as the Secretary; and

WHEREAS, Larry Sharpsteen was the Planning Board representative for the Town’s 2015 Agriculture and Farmland Protection Plan as well as a 2018 Comprehensive Planning Committee Member, was part of the Nominating Committee and Lansing Sewer Committee, he represented Lansing as our Tompkins County Environmental Management Council representative, and

WHEREAS, Larry Sharpsteen made a lasting impact on the Town of Lansing, and was instrumental in reviewing the Town Land Use Ordinances and Code and providing updates to each; and

WHEREAS, public service was only part of Larry’s community commitment, as he was a member and volunteer for many private civic agencies and organizations as well; and

WHEREAS, upon a review and discussion of the matter, the Town Board of the Town of Lansing has hereby

RESOLVED, that the Town Board expresses an appreciation and gratitude for the commitment, dedication and service that Larry Sharpsteen made to our community, and wishes to thank him and his family for the countless hours he spent attending to Planning Board matters and serving the Lansing Community, and further

RESOLVED, that the name of Larry Sharpsteen will be engraved on the plaque titled “The Viola Miller Citizen Volunteer Award”, located in the Town Hall.

NOW THEREFORE, BE IT FURTHER RESOLVED, that Larry Sharpsteen take great pride in what he has accomplished representing the citizens of the Town of Lansing.

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

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

Councilperson Laurie Hemmings –
Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on December 18, 2024.

RESOLUTION APPROVING CONSOLIDATED WATER DISTRICT IMPROVEMENT PROJECT AT TEETER ROAD

RESOLUTION 24-

RESOLUTION APPROVING CONSOLIDATED WATER DISTRICT IMPROVEMENT PROJECT AT TEETER ROAD

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

WHEREAS, in 2008 the Town Board has previously approved a CWD project at this same location for this same purpose, being to connect two mains and close a gap along Teeter Road to provide a benefit to the developer’s subdivision by creating direct connections to water mains for the new lots (the “Project”), but the subdivision was never built and the improvements never installed, such that the approval expired and the project, due to price increases and the passage of time, could not be constructed at the estimated cost then approved; and

WHEREAS, the Town Board authorized the Town Engineer to examine a Town Law § 202-b CWD improvement project, to be wholly funded by, paid for, and constructed by and at the cost of the subdivision developer (Cardamone Homes, Inc.), which developer has obtained a preliminary plat approval from the Town Planning Board, one condition of which is this water system improvement being required to provide water to the new lots and homes; and

WHEREAS, this action had already received a negative declaration under SEQRA from the Planning Board in respect of the subdivision preliminary plat, and upon a review thereof by the town has noted that there are no changes in the subdivision or Project location as would require or recommend any supplemental review under SEQRA such that, upon due deliberation thereupon, the Town Board of the Town of Lansing has duly DETERMINED, RESOLVED, AND DIRECTED as follows:

1. All proceedings regularly occurred and all notices and required filings have been duly and properly made as required by law, the boundaries of said project are along Teeter Road as displayed in the Map-Plan for this Project, and the maximum amount proposed to be expended for construction by the Town or the CWD is \$0.00, such that no plan for public funding or financing is required.
2. It is in the public interest to ensure the construction, completion, and dedication of the improvements described herein, including original furnishings, equipment, machinery, and apparatus incidental thereto, all at a maximum estimated cost of \$142,680. The Town Engineer and DPW Director are directed to review and inspect all project plans and specifications and all completed work to ensure that all construction meets town specifications, and to thereafter make recommendations to the Town respecting the dedication of such improvements when offered.
3. A copy of this Resolution shall be filed in the Tompkins County Clerk’s Office within 10 days, and this Resolution shall take effect immediately.

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

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

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on December 18, 2024.

TOWN OF LANSING

HIGHWAY REPORT December 18, 2024

Sign Maintenance:

- Crews:
 - Worked to replace and repair signs around Town as needed
 - Cut limbs and brush around road signs

Tree & Brush Maintenance:

- Continued working:
 - To improve line of sight issues throughout the Town
 - Diligently mow backsides of ditches throughout the Town

Water/Sewer Maintenance:

- The crew worked repairing a water service on Teeter Rd.
- Clear debris on pumps at Farrell Rd. and Oakwood pump stations.
- Preventative maintenance on pumps and structures at Farrell Rd. and Oakwood pump stations.

Winter Maintenance:

- Snowplow route training.
- Annual review of each route to address any trouble spots and issues that have come up since last winter season.
- Snow and ice maintenance of roads.

Brushing:

- Mulching up the brush pile.

Storm Water:

- Annual walk through of the storm water ponds with T.G. Miller for the maintenance report.

Office:

- Mike attended the following meetings:
 - Bolton Point Commissions
 - Highway Barn
 - Bolton Point Engineering & Operations
 - Project Review Committee

- Highway Superintendents Association Meeting
- Working with Dave and T.G. Miller on various projects.

New Highway Barn:

- Continue working with LeChase and Bergman:
 - To determine project costs
 - On schematic design, design and development
- Renovating old Vestal building to prepare temporary office space for the construction manager and project overseer to use during construction of the new Highway Barn.



December
Town Board Report

Recreation:

- Our annual Christmas tree lighting was held on December 7th. Thank you to all the supporters and sponsors. Special thanks to John Hatfield for the use of his equipment to decorate the tree and Moore’s Tree Farm for the tree.
- Current programing includes cardio step, yoga, strength & stretch, basketball cheer, boys & girls travel basketball, indoor soccer, swimming (Watercats) and skating. The middle school skating program was full in less than 2 hours of being posted.
- Tompkins County Park & Trails grant money was received for our new soccer goals.
- We have purchased five new AEDs for the town, one in the Town Hall, Community Center, Highway department and two portables.

Parks:

- 22 new trees have been planted at Myers Park, Salt Point and Lansing Center Trail.
- We have had some beaver damage at Myers Park, we have installed fencing around some trees that are more susceptible.
- Continuing with shop cleaning up and consolidation in preparation for the New Highway Facility.
- If the weather cooperates, we will continue dock work at Myers. We also have a roof to replace on our day camp shed and roof repairs to be done on the restroom facility.
- Mowing has been done at Salt Point in preparation for the creek and swim area dredging project, that we hope will occur in February.
- The new boat cleaning station has been winterized and covered.
- Our sailing club boats, and rack have been shrink wrapped for the winter. Thank you to the Highway Department for your assistance.

Town Hall:

- We received a \$90,000 grant from NYSERDA for the HVAC system and controls. Hopefully, the RFP will go out soon.
- The community center furnaces have been a constant issue; they may need replacement at some point soon.

TOWN CLERK DECEMBER 2024

2025 Town & County Taxes

Tax bills will be mailed no later than December 31, 2024. If a property owner does not receive a bill by January 6th, they should contact our office so we can assist in getting out another copy.

Payments are due by January 31st without penalty. The first installment option is only available until January 31st; after that only full payments will be accepted.

Forms of payment accepted are cash, check (payable to Lansing Receiver of Taxes), debit/credit card or E-check (additional fees apply if paying by debit/credit card or E-check).

Office hours are Monday – Thursday 7:30am – 4pm, Friday 7:30am – 12pm (additional hours on Friday, Jan. 24th and 31st until 4pm and Saturday, Jan. 25th from 8am-12pm). A 24-hour drop box is also available in the foyer of the Town Hall (on the left when you enter the first set of doors).

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

Tax Exemptions

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

Training

Jessie attended a NYS Archives webinar on November 21, 2024. Great topic, Avoiding the Paper Avalanche, the Quest for the Paperless Office.

Debbie and Jessie attended New York State Town Clerk Association training on December 9, 2024. The topic was Legislative Highlights. Lori Mithen-DeMasi, Chief Counsel, Association of Towns of NYS provided wonderful information and discussions.

Tompkins County Health Department Rabies Clinics

The Health Department has scheduled one clinic at Tompkins County SPCA on January 15th, 2025 from 6 PM to 8 PM. Preregistration is recommended. Visit this link to sign up for a time slot - <https://tompkinscountyny.gov/health/rabies#clinics>



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

Submitted by Annie Johnson

1. We are looking for new Board members for the Friends of the Library and the Board of Trustees. Please contact the Library Director for more information.
2. Don't forget that if the Library is closed, you still have access to Libby, Hoopla, and Kanopy!
3. The library continues to provide free delivery to Woodsedge. The library also has a mobile wireless hotspot available for check out. The Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
4. Learn to play American Mah Jongg every Wednesday (new day!) at 10:00 am.
5. 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.
6. The Library now offers free period products using an Aunt Flow dispenser. Unfortunately, we are no longer able to supply free COVID tests. We can help residents contact the USPS to get free tests in the mail.
7. Chair Yoga is offered every Monday at 9:30 am.
8. "Making Heroes" is a new program for tweens and teens combining writing, art, and the martial arts taught by Guro Annie, held Nov 12, 19 and 26.
9. The library will be closed the 23rd-26th, and on the 1st of January. The hours are 10-2 on the 27th, 28th, and 31st. 10-5 on the 30th.
10. The Lansing Artisan Fair was held 12/6 and 12/7 to benefit the Friends.
11. Learn T'ai Chi on Fridays at 10:30 am.
12. Starting 12/13, you can pick up a craft kit (for adults) to make a Holiday Sleigh Centerpiece.
13. The art exhibition is "A Moment in Time" by Lee O'Connell, through December. Lee will be giving an artist talk on 12/14.
14. December story times on Thursdays 12/12 and 12/19 at 10:30 - topics include Dream Snow and Holiday Magic.

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

Science Explorers: Science Explorers began with exploring duct tape, surface area, and the physics of how to support the body weight of participants. The group worked in teams and strategized on how they would support one team members weight against a wall. One group had their teammate stay suspended for just under 30 seconds, and immediately wanted to try again as they saw where the weakest points were. Participants then made popsicle stick bridges, and tested to see how much weight they could hold, with the most weight being 52 pounds! It could have held more but ran out of weights! The final day will be using programmable robotic spheres called Spheros. These have many ways to use them and the group is excited to explore. 7 youth served.

Outdoor Adventure: Participants in Outdoor Adventure have transitioned to the Nature Center behind the high school as the cooler weather arrives. This group has been particularly excited about woodland games. Playing the game camouflage and with the foliage now gone, they have honed their skills of blending into the environment and remaining still, which is very helpful when observing wildlife. Discussions have revolved around animal behavior, observation, and a renewed respect for natural world. With this practice and new understanding, it has made it possible to encounter the “resident doe” that has been seen on several occasions, specifically by practicing their “fox walking”, and being mindful of how their presence effects wildlife behavior. Participants have also taught each other their own games based around hiding and working together through tag games. 10 youth served.

The Art Factory: Students have been working hard and are feeling ready for the Annual Lansing Artisan Fair. The waterless snow globes, pinch pots for miniature succulents, and leather change pouches are looking great and ready for the event. Evident every year, some students are a little apprehensive about the event, talking to members of the public, wanting to make sure they can manage the inventory and transactions for their work. This is typically alleviated quickly once they serve a few customers and turns to excitement and pride of their work. The proceeds will fund a celebration for all participants who have been a part of the program since the beginning of the school year. This group will also be doing the shopping for the family sponsored by the Salvation Army on 12/11, a day that past participants are very excited about and have told the “first timers” how cool it is to do the shopping and think about how they are helping a family in need. 8 youth served.

Delicious Desserts: This popular program returned with all new faces in the program. This group made thumbprint cookies, and due to a large donation of apples, a version of campfire apple crisp, complete with vanilla ice cream. The apple crisp preparation required a lot more dicing of the apples, so knife safety took precedent. There was much less experience around this skill, so the teen employee worked very hard to tackle instructing this skill, doing a phenomenal job! Previous participants had spread the word about the delicious “McFlurries”, and was requested to repeat, but this time with more chocolate options (Oreos and M&M’s). One difference this round was that youth made presentation touches like garnishing with crushed or whole Oreos. To wrap up the program, the group will make lots of chocolate chip cookies to bring home to their families. 10 youth served.

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

Youth Employment: The youth employees have continued to assist in all Lansing Youth Services afterschool programs, allowing lots of practice managing a group of students, helping prepare and distribute materials, and teaching participants kitchen safety and transferrable skills. I have seen continued growth in their supervision skills, group management, and recognizing situations when a group game is appropriate, which has become a comfortable time for the teen assistant to take initiative and lead the group. We still have our Lansing Public Library team going strong, with one new employee starting as her middle school musical obligations have been fulfilled. The assistant at the high school library is continuing his hard work to help with backlogged tasks. He loves the job and it seems to have provided positive and productive as he works almost daily after school. 10 youth served.

AGREEMENT
BETWEEN THE TOWN OF LANSING
AND FOODNET MEALS ON WHEELS
FOR THE PROVISION OF MEAL SERVICES TO ELDERLY RESIDENTS OF THE TOWN

AGREEMENT, made as of the 1st day of January, 2025, by and between TOWN OF LANSING, 29 Auburn Road, Box 186, Lansing, NY 14882, hereinafter referred to as the “TOWN” and NUTRITION FOR THE ELDERLY IN TOMPKINS COUNTY, INC., d/b/a FOODNET MEALS ON WHEELS, 2422 North Triphammer Road, Ithaca, NY 14850, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, Municipalities are authorized and empowered to maintain and support programs for the welfare of the aging in their communities, and to contract with private, non-profit corporations for the operation of such programs under section 95-a of the General Municipal Law, and

WHEREAS, Foodnet Meals on Wheels serves the needy which have the greatest economic and social needs: low income, frail, vulnerable, and minorities, and

WHEREAS, Foodnet Meals on Wheels is a provider of food and meets all Federal and State standards applicable to providers of such services,

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

1. The term of this agreement shall be from January 1, 2025 through December 31, 2025.
2. The services that the CONTRACTOR shall provide under this contractual agreement includes home-delivered meals. The services shall be provided to Town of Lansing residents who are eligible elderly or handicapped persons who are unable to prepare their own meals and to convalescents after hospitalization. The CONTRACTOR will prepare the meals at its place of business and deliver meals to the home of the recipients.
3. The TOWN will pay the CONTRACTOR \$4,750 for said services for the year.
4. The CONTRACTOR will provide the TOWN with an annual statement showing the number of meals and number of residents served.
5. The CONTRACTOR shall maintain financial books, records, and necessary supporting documents as required by the TOWN and they shall retain all books, records and other documents relating to this agreement for six years after final payment for services to which they relate during which time authorized Town, State, and or Federal auditors shall have full access to and the right to examine same.
6. The CONTRACTOR certifies to the TOWN that the programs and services to be provided and described herein are accessible for the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.


- 7. The CONTRACTOR agrees to comply with the requirements as set forth in Title VI and VII of the Civil Rights Act and Section 504 of the Rehabilitation Act in their hiring practices and in services delivery to client populations.
- 8. The CONTRACTOR shall indemnify, hold harmless and defend the TOWN, and its officers, employees, agents, and elected officials from and against any and all claims and actions brought against the TOWN and its officers, employees, agents, and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the CONTRACTOR, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence of the TOWN.
- 9. The parties hereto recognize that in the performance of this agreement, the greatest benefits in the interest of the service recipients will be derived by promoting a spirit of cooperation between both parties. Each party does, therefore, intend to carry out the terms of this agreement and to interpret its provisions insofar as it may legally do so, in such manner as will promote the interest of both and render the highest service to the public.
- 10. If CONTRACTOR intends to resume congregate dining, including at the YMCA, such shall be deemed included services under this Agreement, as the parties recognize that the COVID-19 pandemic curtailed certain operations. Once the CDC and Department of Health guidance so permit or allow, conditions have improved (as determined by CONTRACTOR), and the CONTRACTOR and YMCA come to agreement pertaining the resumption of congregate dining, the same may recommence.

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

Date: _____

Town of Lansing

Date: 8/26/24

 _____

Executive Director
Nutrition for the Elderly in Tompkins County
d/b/a Foodnet Meals on Wheels

MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN AGREEMENT BETWEEN THE TOWN OF LANSING AND FOODNET MEALS ON WHEELS

MOTION M24-

MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN AGREEMENT BETWEEN THE TOWN OF LANSING AND FOODNET MEALS ON WHEELS

Motion to authorize Town of Lansing Supervisor to sign an agreement between the Town of Lansing (Town) and Foodnet Meals on Wheels (Contractor), agreement is for January 1, 2025 to December 31, 2025, Town will pay Contractor \$4,750 for 2025 services.

SUSAN H. BROCK

Attorney at Law
12 Pheasant Way
Ithaca, New York 14850

Telephone: 607-277-3995
Facsimile: 607-277-8042

E-mail: brock@clarityconnect.com

December 16, 2024

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

Re: Engagement Letter for Legal Services

Dear Supervisor Groff:

This will confirm the terms on which the Town of Lansing is retaining me to provide any needed legal services as an attorney for the Town when Attorney Guy Krogh has a conflict of interest or otherwise requires backup (including for matters related to Planned Development Area No. 1—The Village Circle-Village Solars PDA).

My hourly rate for these services in 2025 is \$290. Any paralegal time will be billed at \$170/hour. All time, including but not limited to meetings, telephone calls, document drafting, court and administrative appearances, research, and out-of-county travel will be billed on an hourly basis, to the nearest one-tenth of an hour. In addition to my time charges, I will bill for my actual disbursements, including but not limited to photocopying in bulk, any out-of-town travel expenses, any court filing fees, and other miscellaneous out-of-pocket expenses.

I will submit monthly bills showing a detailed description of services and a breakdown by day as to how much time was spent on Town matters. The bills will also show an itemization of disbursements for which the Town is being charged. Upon the Town’s request, I will provide separate bills for specific matters.

In the event that a dispute arises between us relating to my fees, the Town shall have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

The Town may terminate my representation at any time with or without cause by notifying me in writing of its desire to do so. Upon receipt of the notice to terminate representation, I will cease all legal work on the Town’s behalf immediately. The Town will be responsible for paying all legal fees and expenses incurred until written notice of termination is received by me.

At the conclusion of my representation of the Town, I will work with the Town Clerk and Town Supervisor to determine which files to transfer to the Town’s possession. I will then retain any of its legal files still remaining in my possession for a minimum period of six years. I

Letter to Supervisor Ruth Groff
December 16, 2024
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reserve the right to charge administrative fees and costs associated with retrieving, copying and delivering such files.

If the foregoing accurately describes our agreement, please sign this letter after the Town Board approves it, and please return a copy to me.

Please do not hesitate to discuss with me any questions you may have about this letter or any future bills. I look forward to my continued work with the Town.

Sincerely,



Susan H. Brock

Signature: _____

Date: _____

MOTION APPROVING SUSAN BROCK, ESQ., AS SPECIAL COUNSEL FOR THE TOWN OF LANSING FOR LEGAL SERVICES FOR 2025

MOTION M24-

MOTION APPROVING SUSAN BROCK, ESQ., AS SPECIAL COUNSEL FOR THE TOWN OF LANSING FOR LEGAL SERVICES FOR 2025

Motion to approve Susan Brock, Esq., as special counsel for the Town of Lansing for 2025 for legal services for the Town when Attorney Guy Krogh has a conflict of interest or otherwise requires backup.

AGREEMENT

This agreement, made as of the 1st day of January 2025, by and between the **Town of Lansing** located at 29 Auburn Road, P.O. Box 186, Lansing, New York, hereinafter referred to as the "**Town**" and **Cornell Cooperative Extension of Tompkins County** located at 615 Willow Avenue, Ithaca, New York, hereinafter referred to as "**Extension**."

WITNESSETH:

WHEREAS, the Town of Lansing has established and maintains the Lansing Youth Commission for the purpose of ensuring the development and availability of youth service programs for the youth of the town, and

WHEREAS, upon recommendation of the Youth Commission, Extension has been selected as the independent contractor to implement the youth service goals and recommendations developed by the Youth Commission.

It is therefore agreed:

1. The Town, on behalf of the Lansing Youth Commission contract with Extension to provide program and administrative services detailed below.
2. The term of this agreement shall be from **January 1, 2025**, through **December 31, 2025**.

It is further agreed that Extension shall:

3. Develop program plans and services designed to meet the priority youth needs identified by the Youth Commission.
4. Recruit and hire youth workers acceptable to the Youth Commission and comply with all federal, state, county or other municipal law regarding work under municipal contracts, matters of employment, length of hours, Workers' Compensation and human rights which may pertain to this agreement and the services to be provided herein. Extension shall provide equal employment opportunities to all qualified applicants.
5. Provide adequate liability protection for Extension staff and volunteers who are conducting approved activities.
6. Assign and supervise a qualified coordinator to train and supervise youth workers to enable them to successfully implement program activities designed to achieve locally approved goals and objectives and develop as professionals. Networking and coordination with other youth workers, agency staff and school personnel will be included as part of training and supervision.
7. Conduct annual performance reviews using feedback from the Youth Commission and schools where appropriate and share this information with the Youth Commission.

8. Report regularly to the Youth Commission on program progress, obstacles encountered, recommendations for improving services, personnel issues and emerging community needs.
9. Prepare quarterly fiscal reports and projections and be responsible for preparing program plans and budgets as negotiated for Youth Commission and municipal review and approval. Extension shall prepare and submit any program or fiscal reports or claims required by Tompkins County or other financial supporters as directed by the Youth Commission.
- JO. Submit a Town voucher documenting the actual total non-personnel costs incurred in operating approved programs Agency finance staff will provide coordinator with up-to-date reports by **April 15th, July 15th, October 15th of 2025, and January 1st, 2026**. Invoices/Vouchers will be sent to the town by **May 1st, July 1st, October 1st, of 2025 and January 17th, 2026**.
11. Prepare a year-end financial statement reconciling pre-payments and reimbursements with the actual expenses for the program year. Extension shall reimburse the Town for any overpayment by **February 28, 2026**.
12. Indemnify and save and hold harmless the Town, its officers, agents, contractors, and employees (hereinafter in this paragraph collectively referred to as the "Indemnified Parties") from and against any and all suits, claims, losses, liabilities or expenses (including costs and reasonable attorney's fees) by reason of any claim made against, or any liability imposed upon any of the Indemnified Parties for damage to property, including loss of use thereof, resulting from any negligent activities of Extension, its agents, subcontractors, employees or invitees. Without limiting the foregoing, Extension agrees to indemnify and save and hold harmless any Indemnified Party from any and all claims or liabilities arising out of any claims for loss by reason of unsafe working conditions where such claim is based upon conditions created by Extension in the performance or non-performance of the obligations of Extension under this Agreement.
13. Provide and maintain at Extension's own expense insurance coverage for public liability covering Extension and the Town, its officers, agents and employees, from and against all suits, claims, loss, liability or expense (including costs and reasonable attorney's fees) by reason of liability imposed upon the Town or any or all of the foregoing persons for claims because of any injury to person, including bodily injury and death, or because of any property damage, including loss of use thereof, arising out of negligence by Extension.

It is further agreed that the Town shall pay Extension a total of **\$59,252.00** for the services described above, such payment to be made in the following manner:

- (a) Town shall pay Extension for the personnel, insurance, and fringe benefit expenses of the Lansing Youth program staff as approved by the Town, program support fees for contract administration costs as approved by the Town and non-personnel expenses up to the total included in the approved Lansing Youth Program budget (Attachment A) on a quarterly basis.
- (b) In no event shall the Town be required to pay in the aggregate more than **\$59,252.00**

If expenses of the program are projected to exceed the budgeted amount due to staff replacement cost for short term disability or payout of accrued vacation, then Extension shall seek additional funds or adapt the

program to remaining funds. If Town does not wish to allocate additional funds, then Extension will have the right to adapt the program within the allotted budget.

It is further agreed by the Town and Extension that:

- 14. Extension is, for all purposes (including, without limitation, withholding of income tax, payment of Workers' Compensation, and payment of FICA taxes) an independent contractor and no employer-employee relationship is intended, implied or created by this Agreement. No employees of Extension shall be deemed to be employees of the Town. Extension shall determine the times and manner of performance of any services for the Town hereunder consistent with the overall obligations to perform the work contemplated by this Agreement. Extension shall be free to devote such portions of Extension's time not required for the performance of services to the Town in such a manner as Extension sees fit and for such other persons, firms, or entities as Extension deems advisable provided that such other services do not constitute a conflict of interest with the interests of the Town.
- 15. The terms of this Agreement may not be altered or deleted nor may additional conditions be considered included unless agreed upon by mutual consent of both parties in writing.
- 16. This Agreement may not be assigned by Extension without the previous written consent to such assignment from the Town, which consent may be withheld entirely at the discretion of the Town, it being understood that the Town is making this Agreement personally with Extension and is not intending that it be performed by any other person or entity.
- 17. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice from one party to the other. In the event of termination without cause, Extension shall be paid for services rendered up to the date of termination upon properly documented and presented vouchers to the Town. The Town shall not be obliged to pay for any services or expenses incurred after the date of termination. In the event of termination for cause, the party who is found to have breached the Agreement shall be liable to the other party for damages for that breach.

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

Date: 12/04/2024

by:  ann michel (Dec 4, 2024 10:17 EST)

Cornell Cooperative Extension Tompkins County

Date: _____

by: _____

Town of Lansing

**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN 2025
CORNELL COOPERATIVE EXTENSION OF TOMPKINS COUNTY AGREEMENT**

MOTION M24-

**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR
TO SIGN 2025 CORNELL COOPERATIVE EXTENSION OF TOMPKINS COUNTY
AGREEMENT**

Motion authorizing Town of Lansing Supervisor to sign 2025 agreement between Cornell Cooperative Extension of Tompkins County and Town of Lansing, Term of Agreement January 1 through December 31, 2025.

Progressive is the company we work with to search energy options and pricing for the Town. They have provided a few points below as to the reasoning to move forward now and lock in gas & electric supply pricing for January 2026 through December 2028. Our current contract with Sprague (fka Marathon Energy) and Constellation will expire December 2025.

The wholesale cost of energy is trading 24% lower than when we hedged your last contract.

You can see in the graph below, I put a notation on where the market was when we secured your last electric and gas contracts. The wholesale pricing is expected to increase throughout the rest of your term because this entire year the cost has been unprecedentedly low due to the [pause on new Natural Gas export permits](#).

Regulatory fees doubled this year

There are 2 main pieces of a supply price, the wholesale cost (market) – and regulatory fees.

Regulatory fee's are costs are collected for infrastructure upgrades of your energy grid in your area (statewide). Regulatory fee's make up about 50% of the total supply price. In addition to the regulatory fee's doubling there are approved increases scheduled in 2025, 2026, and 2027 so renewal pricing will continue to increase year over year.

We've expanded our shopping window for our existing clientele to encompass a full 2 years out to try to mitigate the increased regulatory costs. Once the market recovers we'll have both a risk of market increase and higher regulatory fees working against us, making offers higher later. The best time to address your renewal is now.

Continued Service with Progressive









Our relationship has been very successful.

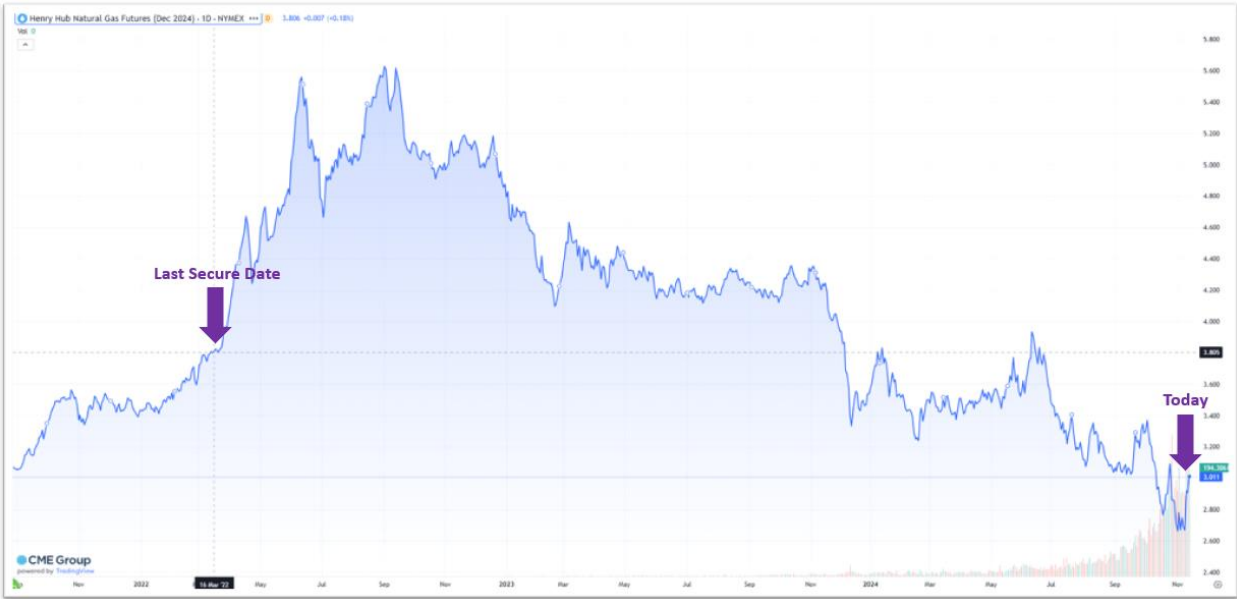
The benefits of a supply contract are predictability, protection against market fluctuation, and budget certainty.

Predictability: With a fixed energy price, consumers know exactly how much they will pay for their energy bill each month, making budgeting easier and providing greater predictability.

Protection against price fluctuations: Fixed energy prices provide a safeguard against sudden price increases in the energy market, meaning that consumers won't experience unexpected price hikes that could otherwise result in higher energy bills.

Budget Certainty: Fixed energy prices can make it easier for consumers to plan their energy usage over the long-term, as they can budget and make decisions with greater certainty around their energy costs.

MONTH	OPTIONS	CHART	LAST
NOV 2024 NGX4	OPT		2.682
DEC 2024 NGZ4	OPT		3.188
JAN 2025 NGF5	OPT		3.391
FEB 2025 NKG5	OPT		3.263
MAR 2025 NGH5	OPT		2.958
APR 2025 NGJ5	OPT		2.828
MAY 2025 NGK5	OPT		2.875
JUN 2025 NGM5	OPT		3.817



Prepared For Town of Lansing
Dated December 18, 2024

Nyseg
January 2026

Utility
Start Date

Quotes Received



\$0.08005 Fixed Rate 36 Month Term	\$0.08262 Fixed Rate 24 Month Term	\$0.08459 Fixed Rate 48 Month Term	\$0.08893 Fixed Rate 48 Month Term	\$0.09015 Fixed Rate 24 Month Term	\$0.09046 Fixed Rate 36 Month Term
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Compensation Disclosure: These price quotes include a nominal fee for our services of \$ 0.00449 per kwh used. You will never receive a separate bill from Progressive Energy Consultants.

Prices valid until 3pm

Services of Progressive Energy Consultants, LLC

We negotiate the lowest rate between several suppliers, saving you the time and inconvenience incurred with this process. We then provide a short and simple summary for your review.

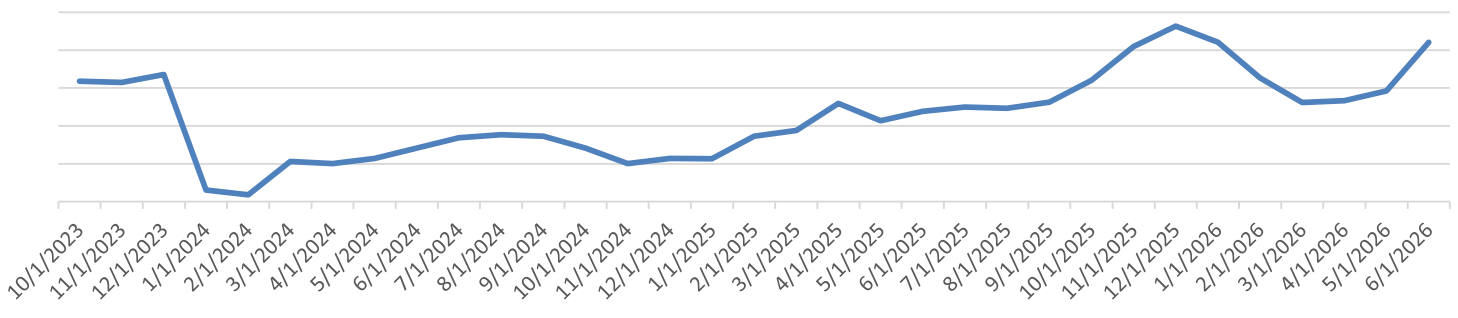
We drive down the margins of the supply companies by hosting a bid and getting the supply companies to compete for your business.

We continue to service the accounts throughout the term; following rates and updating you on market changes. If the trends flip, we can advise of the best time to hold renewal pricing.

Prices valid until 3pm

Projected Future Market

Historic Settle Price + Future Projection





Agreement is Not Valid Unless Executed by Seller

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

CUSTOMER DISCLOSURE STATEMENT*

Length of the agreement and end date:	Your agreement with us becomes binding once signed by both of us. Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, if we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment.																		
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.																		
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.																		
Amount of late payment and method of calculation:	If you fail to pay within twenty (20) days of the invoice date, you are liable for late payment interest, which will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month or the highest rate permitted by law (whichever is less).																		
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.																		
	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.019500/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).																		
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.																		
Fixed or Variable, (explanation of how the price is determined):	Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used). <table border="0" style="margin-left: 40px;"> <tr> <td>Energy Cost</td> <td>Fixed</td> </tr> <tr> <td>Ancillary Services And Other ISO Costs</td> <td>Fixed</td> </tr> <tr> <td>Capacity Costs</td> <td>Price Adjustment</td> </tr> <tr> <td>Line Loss Costs</td> <td>Fixed</td> </tr> <tr> <td>NYPA Transmission Adjustment Charge Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY Transmission Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY Tier 1 REC Program Costs</td> <td>Fixed</td> </tr> <tr> <td>NY TOTS Project Costs</td> <td>Fixed</td> </tr> <tr> <td>NY ZEC Program Costs</td> <td>Fixed</td> </tr> </table>	Energy Cost	Fixed	Ancillary Services And Other ISO Costs	Fixed	Capacity Costs	Price Adjustment	Line Loss Costs	Fixed	NYPA Transmission Adjustment Charge Costs	Passed Through	NY Transmission Costs	Passed Through	NY Tier 1 REC Program Costs	Fixed	NY TOTS Project Costs	Fixed	NY ZEC Program Costs	Fixed
Energy Cost	Fixed																		
Ancillary Services And Other ISO Costs	Fixed																		
Capacity Costs	Price Adjustment																		
Line Loss Costs	Fixed																		
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NY Transmission Costs	Passed Through																		
NY Tier 1 REC Program Costs	Fixed																		
NY TOTS Project Costs	Fixed																		
NY ZEC Program Costs	Fixed																		

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Third Party Compensation Disclosure	We pay Progressive Energy Consultants, LLC which is your broker or consultant, \$.00450/kwh. In addition, brokers or consultants may separately receive other forms of compensation such as tickets to or participation in events. In the event of a change in market conditions (such as an intra-day move) between the time this contract is sent to you and the time it is signed/returned that would otherwise necessitate increasing your contract price, as a courtesy to you, Constellation and your broker or consultant <u>may</u> jointly decide to adjust down the broker or consultant fee to mitigate any negative market impacts so your overall price remains unchanged.
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The costs associated with those cost components identified above as "fixed" are included in the prices set forth in the table below.

Price(s) for **Fixed Price Solutions:**

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
01/01/26	01/23/29	\$0.08005

* This Customer Disclosure Statement has been provided pursuant to applicable law and is meant to be an abridged summary of our agreement. This Customer Disclosure Statement is not meant to cover all of the terms of our agreement and reading this Customer Disclosure Statement should not be a substitute for reading our agreement in full. Please see the complete agreement for all applicable terms and conditions.

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TOWN OF LANSING ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Price Adjustment
Line Loss Costs	Fixed
NYPA Transmission Adjustment Charge Costs	Passed Through
NY Transmission Project Costs	Passed Through
NY Tier 1 REC Program Costs	Fixed
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Fixed

The contract prices contained in the Account Schedule include any credit costs and margin.

NYPA Transmission Adjustment Charge Costs: Your contract price does not include NYPA Transmission Adjustment Charge Costs. Such NYPA Transmission Adjustment Charge Costs are considered Passed Through charges under this Agreement and shall be passed through to you during the term of this Agreement.

NY TOTS Project Costs: Your contract price includes New York Transmission Owner Transmission Solution ("TOTS") Project Costs. Such NY TOTS Project Costs are considered "Fixed" under this Agreement and are included in the contract price. In the event that the NY TOTS Project Costs are modified, amended or otherwise adjusted in any way, then any such modification, amendment or adjustment may be deemed a change in law pursuant to terms of this Agreement.

NY Transmission Project Costs: Your contract price does not include NY Transmission Project Costs. Such NY Transmission Project Costs are considered Passed Through charges under this Agreement and shall be passed through to you during the term of this Agreement.

In addition to the Cost Components in the table above, you will be charged, the costs associated with each of the following items/charges listed below will be Passed Through to you:

New York Local Transmission Climate Leadership and Community Protection Act ("CLCPA") Facilities Costs ("NY CFC Transmission Costs"): Your contract price does not include NY CFC Transmission Costs. Such NY CFC Transmission Costs are considered Passed Through charges under this Agreement and shall be passed through to you during the term of this Agreement. You shall be responsible for paying your pro rata share of the NY CFC Transmission Costs.

"NY CFC Transmission Costs" means any statewide allocation of costs or charges imposed by the NYISO associated with the development of approved local transmission facilities under the CLCPA and in accordance with the Cost Sharing and Recovery Agreement and Rate Schedule 19 of

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the NYISO OATT, as approved by FERC pursuant to Docket No. ER22-2154 issued on August 19, 2022 and NY PSC Case 20-E-0197 approved on February 16, 2023, as may be amended or modified from time to time during the term of this TC. For clarification purposes, NY CFC Transmission Costs do not include transmission related charges under the NY TOTS Project Costs, NY Transmission Project Costs or Ancillary Services And Other ISO Costs.

New York Offshore Wind Renewable Energy Credits ("NY OREC Costs"): Your contract price does not include NY OREC Costs. If this Agreement has an End Date on or after January 1, 2024, such NY OREC Costs associated with serving Your Account(s) are considered Passed Through charges under this Agreement and shall be passed through to You.

"NY OREC Costs" means any costs related to the purchase of offshore renewable energy credits ("ORECs") from eligible offshore wind generating facilities to comply with the New York Offshore Wind Standard as described in the "Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement" in DPS Case 18-E-0071, and "Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard." in DPS Case 15-E-0302, as may be amended or modified from time to time.

New York Power Authority ("NYPA") Economic Development Power Programs: If you have elected or elect any time during the term of this Agreement to participate in and receive power for your Account(s) under this Agreement (including but not limited to) the Recharge New York, Replacement Power, Expansion Power, Preservation Power or Temporary Power Assistance programs (collectively, the "NYPA Economic Development Power Programs") approved by the NYPA board on March 31, 2020, as may be amended from time to time, then you understand and agree that any costs or losses associated with (i) adding new programs or implementing a change or modification to NYPA Economic Development Power Programs or (ii) a change or modification to the specific allocation associated with your Account(s) participating in the NYPA Economic Development Power Programs during the term of this Agreement will be Passed Through to you as a Change in Law pursuant to Section 5 below.

New York Tier 4 REC Program Costs: Your contract price does not include NY Tier 4 REC Program Costs. Such NY Tier 4 REC Program Costs are considered Passed Through charges under this Agreement and shall be passed through to You.

"New York Tier 4 REC Program Costs" means any costs related to the purchase of Tier 4 eligible renewable energy certificates ("Tier 4 REC's") associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the "Order Adopting Modifications to the Clean Energy Standard" in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this Agreement).

For clarification purposes only:

Capacity Cost (Price Adjustment): You have elected the "Price Adjustment" option for its "Capacity Costs" as noted in the table above. "Price Adjustment" means that Seller has included Capacity Costs in Your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with Your Accounts as of the effective date of this Agreement. Your invoice shall include an adjustment (either upward or downward) to pass through any changes in Your Capacity Costs based on changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors as defined by the applicable ISO. "ICAP Tag (kW)" means the peak load contribution for Your Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

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Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.019500/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New York that the electricity supplied under this Agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/UDC interconnect. You represent and warrant that, to the extent you have used a broker or consultant (as defined by the DPS) other than the broker or consultant disclosed in this Agreement (if any), you are paying such broker or consultant directly and have confirmed that such broker or consultant has all required licenses and registrations required by the DPS.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections. The New York State Department of Public Service (DPS) will not resolve disputes or complaints associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies, and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached: by telephone toll free at 1-888-697-7728; in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
New York State Electric and Gas	NYSEG	1-800-572-1131

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Town of Lansing

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002

Address: 29 Auburn Rd
Lansing, NY 14882-9093

Attn: Contracts Administration

Fax: **888-829-8738**

Fax:

Phone: **844-636-3749**

Phone:

Email:

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Kristina G Edwards G594457.218914.0 Printed: 12/17/2024

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"Non Time Of Use" or "NTOU" means all hours of each day.
"NYPA Transmission Adjustment Charges Costs" means costs related to charges levied by the New York Power Authority (NYPA) to recover costs associated with upgrading and expanding the transmission system.

"NYPA Transmission Adjustment Charge Costs" means costs related to charges levied by the New York Power Authority (NYPA) to recover costs associated with upgrading and expanding the transmission system.

"NY Transmission Project Costs" means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities and other projects under the NYISO's Comprehensive System Planning Process, as defined by the NYISO, including its Public Policy Transmission System Planning Process, Reliability Planning Process, Local Transmission Recovery, and other projects approved by and in compliance with FERC regulations, including Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this Agreement).

"NY Tier 1 REC Program Costs" means any costs related to the purchase of Tier 1 eligible renewable energy certificates ("Tier 1 REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302, provided, however, NY Tier 1 REC Program Costs do not include the changes implemented pursuant to the Order Modifying Clean Energy Standard Tier 1 Obligations issued and effective April 20, 2023.

"NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York as approved by the Federal Energy Regulatory Commission ("FERC") pursuant

to order 154 FERC 61,196 issued on March 17, 2016, as may be amended or modified from time to time during the term of this Agreement.

"NY ZEC Program Costs" means any cost related to the purchase of zero-emissions credits ("ZEC's") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302. If Fixed, then your contract price includes NY ZEC Program Costs through March 31, 2029. If this Agreement has an End Date on or after March 31 2029, then costs related to NY ZEC Program Costs after such date shall be passed through to you as a Change in Law pursuant to Section 5 below.

"NYC UXT" means New York City Utility Excise Tax.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under

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terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and

- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY

CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special

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purpose district or authority), or public entity or instrumentality of the United States or one or more states.

would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the UDC issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, Seller is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for Seller to perform its obligations under this Agreement.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which

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**ACCOUNT SCHEDULE:
For: Town of Lansing**

The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on December 17, 2024

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices**

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 29

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NYSEG	N0100000791624	MILLIKEN STATION ROAD EXT, LANSING, NY 14882	01/25/26	01/23/29	\$0.08005
NYSEG	N01000001566835	LAKEWATCH, LANSING, NY 14882	01/01/26	12/31/28	\$0.08005
NYSEG	N01000002289858	ST LT LUDLOWVLE, LANSING, NY 14882	01/01/26	12/31/28	\$0.08005
NYSEG	N01000002716496	WARREN RD BUSPK, LANSING, NY 14882	01/01/26	12/31/28	\$0.08005
NYSEG	N01000003143682	STREET LIGHTING, LANSING, NY 14882	01/01/26	12/31/28	\$0.08005
NYSEG	N01000004173746	NEAR 199 LUDLOWVILLE RD, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000004871380	29 AUBURN RD, LANSING, NY 148829093	01/05/26	01/03/29	\$0.08005
NYSEG	N01000004923769	29 AUBURN RD, LANSING, NY 148829093	01/05/26	01/03/29	\$0.08005
NYSEG	N01000005072814	NEAR 57 WILSON RD, LANSING, NY 148829017	01/05/26	01/03/29	\$0.08005
NYSEG	N01000005227012	MYERS PT, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000005875372	NEAR 80 RIDGE RD, LANSING, NY 148829012	01/05/26	01/03/29	\$0.08005
NYSEG	N01000005957915	10 TOWN BARN RD, LANSING, NY 148829090	01/25/26	01/23/29	\$0.08005
NYSEG	N01000006205074	GRANDVIEW DR, ITHACA, NY 14850	01/03/26	01/01/29	\$0.08005
NYSEG	N01000006328983	MYERS PT, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000006616395	BRICKYARD HILL RD, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000006880777	MYERS PT, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000007133531	25 AUBURN RD, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000007840804	NEAR 113 EMMONS RD, LANSING, NY 148828707	01/07/26	01/04/29	\$0.08005

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NYSEG	N01000007873532	MYERS PT, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000008235368	PERUVILLE RD, LANSING, NY 14882	01/10/26	01/07/29	\$0.08005
NYSEG	N01000008467698	LUDLOVL BANDSTD, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000017515966	MYERS PT N, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000019978790	25 TOWN BARN RD, LANSING, NY 14882	01/25/26	01/23/29	\$0.08005
NYSEG	N01000019985977	25 TOWN BARN RD, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000059950584	MYERS PT BOAT DOCK, LANSING, NY 14882	01/05/26	01/03/29	\$0.08005
NYSEG	N01000060097862	17 FARRELL RD PUMP, ITHACA, NY 14850	01/03/26	01/01/29	\$0.08005
NYSEG	N01000060196292	23 ROSINA DR, ITHACA, NY 14850	01/03/26	01/01/29	\$0.08005
NYSEG	N01000060250743	32 OAKWOOD DR SWR PUMP, ITHACA, NY 14850	01/03/26	01/01/29	\$0.08005
NYSEG	N01000060634219	1059 WARREN RD WATER PUMP, ITHACA, NY 14850	01/07/26	01/01/29	\$0.08005

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Progressive Energy Consultants, LLC ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN CONTRACT
BETWEEN THE TOWN OF LANSING (TOWN) AND CONSTELLATION**

MOTION M24-

**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN CONTRACT
BETWEEN THE TOWN OF LANSING (TOWN) AND CONSTELLATION**

Motion to authorize the Town of Lansing Supervisor to sign contract between the Town of Lansing (Town) and Constellation. Contract is for January 1, 2026 to December 31, 2028 for electricity services.

Section 9, Item e.



26133 US Hwy 19 N, Ste. 214, Clearwater, FL 33763

Jamie Gillis

Senior Account Manager | F: 727.479.0577 | P: 888.978.6445 Ext 9445
 FL Registration # TC4596 | JamieG@ProgressiveEnergyConsultants.com

Prepared For Town of Lansing
Dated December 18, 2024

Nyseg
 January 2026
Utility Start Date

Quotes Received

					
\$0.53110	\$0.53460	\$0.54040	\$0.54360	\$0.63780	\$0.64140
Fixed Rate	Fixed Rate	Fixed Rate	Fixed Rate	Fixed Rate	Fixed Rate
30 Month Term	24 Month Term	24 Month Term	36 Month Term	30 Month Term	24 Month Term

Compensation Disclosure: These price quotes include a nominal fee for our services of \$ 0.02000 per ccf/therm used.

You will never receive a separate bill from Progressive Energy Consultants.

Prices valid until 3pm

Services of Progressive Energy Consultants, LLC

We negotiate the lowest rate between several suppliers, saving you the time and inconvenience incurred with this process. We then provide a short and simple summary for your review.

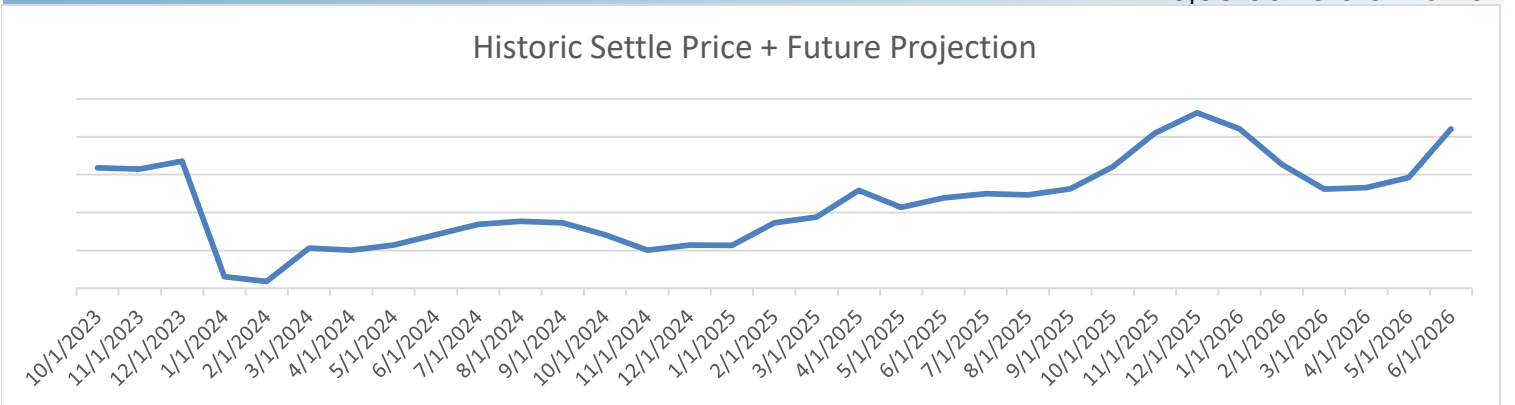
We drive down the margins of the supply companies by hosting a bid and getting the supply companies to compete for your business.

We continue to service the accounts throughout the term; following rates and updating you on market changes. If the trends flip, we can advise of the best time to hold renewal pricing.

Prices valid until 3pm

Projected Future Market

Historic Settle Price + Future Projection



41

Single Retailer Billed Single Utility Billed Dual Billed REF ID:

Customer Initials: _____ Appointment Door to Door (TPV Required) Phone Contact (TPV Required)

NON-MASS MARKET NATURAL GAS SALES AGREEMENT – NEW YORK

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		CUSTOMER INFORMATION		Custom Price <input checked="" type="checkbox"/> Matrix Price <input type="checkbox"/>	
Customer Name: Town of Lansing					
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____			<input type="checkbox"/> US Mail bills (dual bill only). Unless this box is checked, all bills will be sent via email.		
Natural Gas Rate	Term Months <u>30</u>	Start Date: 1/1/2026	Gas Product: <u>FIXED</u>	Gas Price: <u>0.5311</u>	Gas UOM: <u>THERM</u>

CUSTOMER DISCLOSURE STATEMENT

Price	Fixed, NYMEX+ or Variable
How Price is Determined	<p>Gas: Fixed, NYMEX+ or Variable Price per the UOM as indicated above <input type="checkbox"/> (Does not include Line Losses if box is checked)</p> <p>Gas Variable Price shall reflect each month the cost to Energo to obtain natural gas on your behalf, including, but not limited to, commodity, fuel losses, term capacity, storage, balancing, and transportation to the Delivery Point, plus all fees, applicable taxes, charges, or other assessments, and Energo's costs, expenses, and profit margins. Weather patterns may cause increases in the variable rate.</p> <p>NYMEX+ Pricing: shall reflect each month a floating price that may vary based on the monthly NYMEX Henry Hub Natural Gas settlement price on the last day of trading per Dth (adjusted for line losses, converted to the UOM as indicated above, adjusted for POR, each where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Fixed adder per the UOM as indicated above.</p>
Length of the agreement and end date ("Term")	For Variable Price Service, the Term continues until either party terminates this Agreement. For Non-Variable Price Service, the Term is for 12 months, unless otherwise specified above (the "Initial Term"). See section 5 – Term.
Process customer may use to rescind the agreement	Door-to-door Customers may rescind by calling the toll-free number at 888-378-9898 within three (3) business days of receipt of the sales agreement.
Early Termination Fees ("ETF") and method of calculation	No ETF for Variable Price service. If Non-Variable Price service, the projected amount of natural gas to be consumed by customer for the remainder of the current Term (see section 5 – Term) multiplied by the difference between the Non-Variable price in effect for the remainder of the current Term and the price at which Energo can sell such gas following the termination; however, for all customers solicited through door-to-door marketing, the ETF will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. See Section 6 – Termination of Non-Variable Agreements. Agreement is based on the energy consumption used in the prior year. A deviation of <u>100</u> % or more may result in additional fees for all commercial customers. See section 4 – Pricing.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances.
Provisions for renewal of the agreement	For Variable Price Service, the Term continues until either party terminates this Agreement. For Non-Variable Price Service, after the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 30 days and no more than 60 days prior to the expiration of the Initial Term, Energo will notify Customer in writing and/or by email of the switch to variable rate methodology at which Energo will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Energo does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer. See Section 5 – Term.
Regulatory or Other Changes	If at some future date there is a change in law, rule, regulation, guideline, procedure, tariff, utility, formula or formula input, demand charge, regulatory structure, , production requirement, component level, component price level or the interpretation or application of any of the foregoing that impacts any term, condition or provision of the agreement, including, but not limited to price, Energo shall have the right to modify the Agreement. See sections 4 – Pricing and 17 – Applicable Laws. For the avoidance of doubt, any item that is not within the direct control of Energo and that does or is forecasted to impact Energo's costs, may result in a modification.
Guaranteed Savings	This Agreement does not offer guaranteed savings and your rate may be higher than the Utility rate.
Special Conditions	
Compensation Disclosure	Progressive Energy Consultants _____ will be compensated \$ <u>.02</u> per <u>THERM</u> (UOM).

NOTICES AND CONTACTS

	CUSTOMER BUSINESS / PRIMARY CONTACT	CUSTOMER BILLING CONTACT (Required for DUAL) <input type="checkbox"/> Check if same as Primary Contact info	ENERGO CONTACT INFORMATION
ATTN NAME:			Customer Service
STREET ADDRESS:			100 Elwood Davis Road
CITY, STATE, ZIP:			Syracuse, New York 13212
PHONE NUMBER:			888-378-9898
FAX NUMBER:			888-818-9110
EMAIL:			customerservice@energo.com

Customer Representations:

1. The individual signing this Agreement is the customer of record or authorized to execute this Agreement.
2. The individual signing this Agreement is authorized to make the switch to Energo.
3. The Customer voluntarily wishes to make the supplier change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. Energo Power & Gas LLC dba Energo ("Energo") does not offer Utility Price Matching or guarantee savings.
6. Customer has been advised of all risks associated with signing this contract.
7. Customer consents to receiving any notice or correspondence from Energo by email.

IN WITNESS WHEREOF Customer and Energo hereby accept all Terms of Service set forth on these pages and incorporated herein and have caused this agreement to be executed:

SIGNATURES	
Energo Power & Gas LLC dba Energo	Customer:
Signature:	Signature:
Print Name: Brian Weego	Print Name:
Print Title: VP Natural Gas, Sprague Operating Resources LLC	Print Title:
Date:	Date:
Sales Rep/Broker:	

Energo reserves the right to reject any agreement that proves to be unacceptable upon Energo's Internal Review. Energo will only notify customer if the agreement is not accepted. This page is part of the terms and conditions of your agreement.

General Terms and Conditions

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Energo Power & Gas LLC dba Energo ("Energo"), an independent energy services company, and you ("Customer") under which Customer authorizes Energo to initiate natural gas supply service and begin Customer's enrollment with Energo ("Agreement"). Subject to the terms and conditions of this Agreement, Energo agrees to sell, and Customer agrees to purchase and accept all the natural gas required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Energo does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas supplied by Energo. Energo is not affiliated with and does not represent Customer's LDC.
2. **Information Release Authorization.** Customer authorizes Energo to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's LDC, which shall include but not be limited to the following: consumption history, billing determinants, account numbers, credit information; data applicable to cold weather periods under section 32(3) of the NY Public Service Law; information pertaining to section 33 of the NY Public Service Law; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by Energo to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Energo. Energo reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to Energo or by calling Energo at 1-888-378-9898. Energo reserves the right to cancel this Agreement in the event Customer rescinds such authorization. The data obtained pursuant to this authorization may be retained by Energo for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Energo in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term, or any Renewal Terms, or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Energo in association with its business as a retail energy provider.
3. **Guaranty.** In consideration of the extensions and maintenance of credit from time to time by Energo, the undersigned Applicant (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Energo in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Energo, its successors and its assigns, of all existing and future indebtedness of the Applicant, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Energo to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Energo by certified mail, return receipt requested, which revocation shall be effective 10 days after Energo's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.
4. **Pricing.** Customer's pricing under this Agreement shall be as follows:
 - a. **Natural Gas Variable Pricing:** If Customer is receiving natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs including but not limited to commodity, losses, capacity, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Energo performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Energo's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Natural Gas Fixed Pricing:** If Customer is receiving natural gas supply service at a Fixed price, Customer will be billed at the Fixed price indicated on page 1 of this Agreement for the Initial Fixed Term, subject, among other things, to Section 4(e) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Term Customer shall be billed at a floating price that may vary based on the monthly NYMEX Henry Hub Natural Gas settlement price on the last day of trading per Dth (adjusted for line losses, converted to the UOM as indicated on page 1, adjusted for POR, each where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Fixed adder per the UOM as indicated on page 1 (converted to dth/ccf/mcf where applicable) set forth on page 1 of this Agreement, subject, among other things, to Section 4(f) of this Agreement.
 - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Energo for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may not include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Energo and/or Customer by federal, state, and/or local authorities that Energo passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Energo with an exemption certificate or other evidence of same satisfactory to Energo before service commence.
 - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may affect Customer's price under this Agreement (see also #17):
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on Schedule A, Energo reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
 - ii. **Transportation Adjustment Clause Charge ("TAC Charge"):** If Customer is receiving natural gas supply service under a Fixed or NYMEX + price and Customer's gas utility shifts any TAC Charge from Customer's gas transportation charges to Customer's gas supply portion, Energo may adjust Customer's gas supply price to include such additional TAC Charge. Energo will provide Customer 15 days' written notice of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on page 1 of this Agreement, a usage tolerance band of 10% applies for all Fixed, and NYMEX + agreements. If usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated (the "Incremental Usage"), Energo reserves the right to charge Customer the current variable price for the Incremental Usage. If Customer's usage in any period falls below the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated (the "Unused Volume"), Energo reserves the right to charge the Customer an additional amount equal to the price indicated on page 1 of this Agreement multiplied by the Unused Volume. Energo also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto. The parties' related rights and obligations with respect to over-usage and under-usage of committed Usage Base Load volumes (or historical usage if no Usage Base Load addendum is attached) shall be separately determined per account, and, for clarity, no credit shall be provided to Customer pursuant to this Quantity Variances provision.
 - iv. **Changes in Capacity, Non-Market Based Rates or POR Rates:** Any increase in obligations (net quantity or net price) from Purchase of Receivables ("POR"), at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Energo reserves the right to pass through to Customer any and all fees, costs, expenses and charges associated with and/or arising out of any change to Customer's, pipeline allocation, or gas capacity rates, POR rates, or any changes outside of Energo's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.

5. Term.

- a. **Variable Price Supply Service:** If Customer is receiving variable pricing, this Agreement shall commence as of the date set by Customer's LDC and shall continue until either party cancels or terminates this Agreement by providing at least 30 days' advance written notice of such termination to the other. There will be no charge to Customer for cancelling variable price natural gas service from Energo if Customer does so in accordance with the terms of this Agreement.
- b. **Non-Variable Price Service:** If Customer is receiving non-Variable price service (Fixed price or NYMEX +), this Agreement shall commence as of the date set by Customer's LDC and shall continue in full force and effect until the service end date determined by the term length set forth on page 1 of this Agreement (the "Initial Fixed Term"). If the service start date established by the Customer's LDC is delayed for any reason due to no fault of Energo (e.g., blocked account, customer delay, etc.), then the original intended service end date for this Agreement, determined by the term length set forth on page 1 of this Agreement and the original projected service start date, will remain as the service end date, and Energo may charge customer for any liquidation damages arising from the delayed service start date as well as for any gap in service during the term outlined on page 1 of this Agreement. If Customer is receiving supply service under a Non-Variable price service, after the end of the Initial Fixed Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 30 days and no more than 60 days prior to the expiration of the Initial Fixed Term, Energo will notify Customer in writing and/or by email of the switch to variable rate methodology at which Energo will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Energo does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by Customer.

6. **Termination of Non-Variable Price Agreements:** If there is a material adverse change in the business or financial condition of Customer on a Non-Variable Price Agreement, or a material adverse change in the cost to Energo to continue supplying and/or servicing this Customer, as determined by Energo at its sole discretion, or if Energo terminates its service offerings in Customer's LDC service territory or across New York State, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Energo may have, Energo may terminate this Agreement upon 15 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Fixed Term, Customer shall pay Energo all outstanding gas supply charges and other amounts owing to Energo as well as all reasonable attorneys' fees and expenses incurred by Energo in connection with Energo's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another ESCO, the effective date of any such switch from Energo will be determined by Customer's LDC. As an ETF, if Customer terminates this Agreement prior to the end of the Initial Fixed Term, or if Energo terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Energo, in addition to any other applicable charges, the projected amount of natural gas to be consumed by customer for the remainder of the current Term (see section 5 – Term) multiplied by the difference between the Non-Variable price in effect for the remainder of the current Term and the price at which Energo can sell such gas following the termination. If a Customer that Energo, in its discretion, determines to be Single Utility Billed, fails to qualify for the LDC's POR program, Energo may terminate the Agreement and Customer shall be liable to Energo for any loss it incurs (using the calculation methodology described above). However, for all customers solicited through door-to-door marketing, the ETF will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. In addition, for all customers solicited through door-to-door marketing, in the event of a renewal of a Non-Variable Price agreement, Customer shall not be charged an ETF if Customer objects to such renewal within 3 business days of receipt of the first billing statement under the renewed agreement. In addition, if there is a gap in service due to the customer's termination and subsequent request for re-enrollment, during the non-Variable contract period, the customer may be liable to Energo for any loss it incurs (using the calculation methodology described above).

The services provided by Energo to Customer are governed by the Terms & Conditions of this Agreement. Energo shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Energo may cancel this Agreement at any time and for any reason. Energo will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Switching to a competitive Third-Party Supplier ("TPS") is not mandatory and Customer has the option of remaining with the LDC for basic gas supply.

7. **Billing:** Customer's LDC or Energo may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Energo may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Customer will pay Energo for natural gas supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Energo will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Energo within fifteen (15) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Energo may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Energo's and the LDC's charges in that category. Energo may assign and sell Customer accounts receivable to the LDC. Failure by a non-residential customer to remit full payment of Energo charges due on any Consolidated Bill prepared by the LDC or Energo will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Part 13. A \$35.00 fee will be charge for all returned payments.
8. **Consumer Protections.** Energo will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Energo, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Department of Public Service ("DPS"). Customer may obtain additional information by contacting Energo at 1-888-378-9898 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.ny.gov. Customer may also contact the DPS's ESCO hotline for inquiries regarding the competitive retail energy market at 1-888-697-7728.
9. **Rescission.** A door-to-door Customer may rescind this Agreement within three (3) business days after Customer's signing or receipt of this Agreement, whichever comes first, by contacting Energo at 1-888-378-9898 or in writing at 62-01 34th Avenue, Woodside, NY 11377. If Customer rescinds this Agreement, Energo will provide Customer a cancellation number.
10. **Agency. Gas:** Customer hereby designates Energo as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Energo to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Energo will schedule the delivery of supplies of natural gas at the Sales Point(s) necessary to meet the Customer's city gate requirements based on the consumption and other information that Energo receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New York State selected from time to time by Energo to assure service reliability. The Delivery

for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Energo agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the end-use premises. These services are provided on an arm's-length basis.

Section 9, Item e.

11. **Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Energo to Customer at the Sales Point(s). Energo and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas under this Agreement, Customer agrees to pay such tax.
12. **No Warranties. ENERGO MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ENERGO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**
13. **Force Majeure.** Energo will make commercially reasonable efforts to provide natural gas supply service hereunder, but Energo does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Energo ("Force Majeure Events") may result in interruptions in service. Energo will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Energo's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), or any other cause beyond Energo's control. The parties understand and agree that Force Majeure Events may prevent Energo from providing natural gas at the agreed upon price, in which case, Energo may, at Energo's discretion, temporarily provide gas to Customer at the market price available to Energo and Customer agrees to pay such market price. In the event the LDC and/or a transporting pipeline declares a supply emergency, such as an operational flow order or otherwise, even if no Force Majeure Events exist, the parties shall use commercially reasonable efforts to avoid the imposition of any imbalance charges. The parties understand and agree that such efforts may involve the purchase by Customer from Energo of then-current market price gas.
14. **Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER YOU NOR ENERGO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND ENERGO, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST ENERGO WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM ENERGO, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND ENERGO ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.**
15. **Energo Contact Information.** Customer may contact Energo's Customer Service Center at 1-888-378-9898, Monday through Friday 9:00AM - 4:00PM EST (contact hours' subject to change). Customer may also contact Energo Energy by mail at: 100 Elwood Davis Rd, Syracuse, NY 13212, or email at customerservice@energo.com.
16. **Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** ENERGO AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. Any questions or complaints should be directed to Energo's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New York County, New York. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint may be submitted by either party at any time to the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; by phone at 1-888-697-7728 or by visiting www.dps.state.ny.us.
17. **Applicable Laws.**
 - a. **Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the DPS. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York.
 - b. **Regulatory or Other Changes.** Energo and Customer recognize that acts of any governmental authority, a change in any law, rule, regulation, guideline, procedure, tariff, utility, gas capacity release, formula or formula input, demand charge, regulatory structure, or the interpretation or application of any of the foregoing applicable to Energo or this Agreement by any entity, including but not limited to the LDC, Department of Public Service, New York State Public Service Commission, New York State Energy Research and Development Authority, Federal Energy Regulatory Commission (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Energo and Customer further recognize that Energo's ability to perform under this Agreement or the financial impact of a Regulatory Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Energo retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the LDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Energo shall provide 15 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs. In addition, in the event of any act of any governmental authority materially impacting Energo's ability to perform, Energo shall have the right to suspend performance without liability to Customer.
 - c. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Energo at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, or if Energo terminates its service offerings in Customer's LDC service territory or across New York State, then, in addition to any other remedies that it may have, Energo may (i) terminate this Agreement upon 15 days' written notice to Customer and charge Customer an ETF as set forth in Section 6 of this Agreement, provided, however, an ETF shall not be charged in the event Energo terminates its service offerings in Customer's LDC service territory or (ii) adjust Customer's price to recover any additional costs incurred by Energo as a result of such material change. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Energo at the time of contracting, Energo shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 6 of this Agreement.
 - d. **Non-Mass Market Customer.** Customer represents, warrants, and covenants that (i) it is not a mass market customer, as defined by the New York State Public Service Commission. Customer agrees that if it is or becomes a mass market customer then the breach of the foregoing covenant is a default under this Agreement by Customer, and notwithstanding anything to the contrary herein, this Agreement may be terminated by Energo without further notice and Customer shall be liable to Energo for any loss it incurs (using the calculation methodology described in Section 6).

18. Emergency Service. Customer's LDC will continue to respond to leaks and emergencies. In the event of a gas leak, or other emergency, Customer should immediately DIAL 911. Then call LDC emergency personnel. Customer may also call Energo at 1-888-378-9898.

Section 9, Item e.

Central Hudson	1-800-527-2714	National Grid Metro	1-718-643-4050	NYSEG	1-800-572-1121
Con Edison	1-800-75-CONED	National Grid LI	1-800-490-0045	O&R	1-877-434-4100
National Fuel Gas	1-800-444-3130	National Grid Upstate	1-800-892-2345	Rochester G&E	1-800-743-1701

- 19. Assignment.** Customer may not assign its interests in or delegate its obligations under this Agreement without the express written consent of Energo. Energo may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may, upon 30 days' prior written notice to you, assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS, without Customer's consent.
- 20. Miscellaneous.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Energo with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.
- 21. Electronic Signature.** Any signature (including any electronic symbol or process attached to, or associated with, this Agreement and adopted by Customer or Energo with the intent to sign, authenticate, or accept such Agreement) hereto, or to any other certificate or document related to this transaction, through electronic means shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and the New York State Electronic Signatures and Records Act, and the parties hereby waive any objection to the contrary.
- 22. Electronic Communications.** By signing this Agreement, Customer consents to receiving any notice or correspondence (and for dual billed customers, bills) from Energo by email. Customer may send any notice or correspondence to Energo by email at . Customer agrees to provide Energo with a current email address and to notify Energo of any change of Customer's email address. Notwithstanding anything contained in this Agreement, if you are a customer enrolled as a result of door-to-door marketing, any renewal notice will be sent to you by U.S. Mail.

IN WITNESS WHEREOF Customer hereby accepts all Terms & Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

Customer Signature

Signature Date

Print Name

Print Title



Addendum to Sales Agreement

Section 9, Item e.

QuoteID: 192852

LDC	Account Name	LDC Account Number	Service Class	Service Address	City	State	Zip	Start Date	Product	Term	Rate
NYSEG	TOWN OF LANSING	N02000006510481	NGD140T	10 TOWN BARN RD 3-PH	LANSING	NY	14882	1/1/2026	Fixed	30	0.5311
NYSEG	TOWN OF LANSING	N02000007686637	NGD140T	25 AUBURN RD	LANSING	NY	14882	1/1/2026	Fixed	30	0.5311
NYSEG	TOWN OF LANSING	N02000009812264	NGD140T	26 TOWN BARN RD GAS	LANSING	NY	14882	1/1/2026	Fixed	30	0.5311
NYSEG	TOWN OF LANSING	N02000007337686	NGD140T	29 AUBURN RD	LANSING	NY	14882	1/1/2026	Fixed	30	0.5311

IN WITNESS WHEREOF: Customer and Energo have caused this Agreement to be executed.

For Energo:

Sprague Operating Resources LLC

Sprague Operating Resources LLC Signature Date

For Customer:

Customer's Printed Name & Title

Customer's Signature Date

SCHEDULE A - Account Listing, Features and Base Load Usage

Section 9, Item e.

Baseload Usage: Monthly Usage (therm-Burnertip) @ 100% Swing																	
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage
N02000009812264	NYSEG	NGD140T	DTI	Firm	316	280	240	136	56	10	0	1	24	97	179	265	1,604
N02000007686637	NYSEG	NGD140T	DTI	Firm	416	370	320	187	85	27	14	16	45	137	246	335	2,199
N02000007337686	NYSEG	NGD140T	DTI	Firm	434	387	334	195	89	28	15	17	47	144	257	350	2,298
N02000006510481	NYSEG	NGD140T	DTI	Firm	2,182	1,911	1,611	819	212	0	0	0	0	524	1,147	1,796	10,203
Totals					3,349	2,948	2,506	1,338	442	65	29	35	116	901	1,829	2,746	16,304

MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN CONTRACT BETWEEN THE TOWN OF LANSING (TOWN) AND MARATHON ENERGY

MOTION M24-

MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN CONTRACT BETWEEN THE TOWN OF LANSING (TOWN) AND MARATHON ENERGY

Motion to authorize the Town of Lansing Supervisor to sign contract between the Town of Lansing (Town) and Marathon Energy. Contract is for January 1, 2026 to December 31, 2028 for gas services.

Dog Control & Shelter Agreement

THIS AGREEMENT made pursuant to the provisions of Article 7 of the New York State Agriculture and Markets Law (hereinafter referred to as "Ag and Markets Law"), by and between the **TOWN OF LANSING**, a municipal corporation organized under the laws of the State of New York, whose mailing address is 29 Auburn Road, Lansing, NY 14882, party of the first part (hereinafter referred to as "Town"), and **COUNTRY ACRES PET SERVICES**, 5852 West Scott Rd., Homer, NY 13077, party of the second part (hereinafter referred to as "Country Acres").

WITNESSETH:

WHEREAS, the Town is mandated by Section 113 of Ag and Markets Law to appoint one or more Dog Control Officers for the purpose of assisting with the control of dogs within the Town of Lansing and Country Acres represents to the Town that they are able to fulfill the requirements of Dog Control Officer, the Town Board of the Town of Lansing hereby appoints Country Acres Pet Services as the Dog Control Officers for the Town of Lansing, and

WHEREAS, the Town is mandated by Section 114 of Ag and Markets Law to establish and maintain a shelter for the impoundment of stray and at-large dogs and Country Acres owns and operates a shelter for the care of dogs, the Town Board of the Town of Lansing hereby designates, identifies and establishes the shelter maintained by Country Acres Pet Services as the Town of Lansing Dog Shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, Country Acres agrees to do the following:

1. a. To properly shelter, care, feed and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
- b. To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
- c. To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period, when said dog has not been redeemed by its owner.
- d. To process the license applications for those dogs being redeemed from Country Acres and to collect the appropriate fees for said licensing. The appropriate fees shall be the fee established by the Town.
- e. To collect from such owner any fees, charges or outstanding fines.

- f. To provide veterinary services for said dogs. As to any dogs which are sick or injured at the time the Town delivers said dogs to the Dog Control Officer for impoundment, said dogs shall be accepted for impoundment only upon the condition that the Town shall reimburse Country Acres for all veterinary and other services provided said dogs due to said sickness or injury with a maximum cost of \$200.00. In order for Country Acres to recoup the cost of said services provided to dogs injured or sick at the time of delivery to the Dog Control Officer, Country Acres will bill the Town directly.
 - g. To arrange for a veterinarian to euthanize any dog for which euthanization is necessary and legally authorized, and to arrange for the cremation of such dog. The cost of \$80.00 per dog euthanized will be billed directly to the Town.
 - h. To prepare, retain, and make available to the Town complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expense and any fees collected.
2. The Dog Control Officer shall not accept for impoundment any dog which
 - a. Is in need of veterinary services, except in accordance with paragraph 1 (g), or
 - b. Is not accompanied by the appropriate Dog Control Officers seizure report.
 3. The Dog Control Officer shall accept from the Town any homeless, stray, abandoned, neglected, abused or any other dogs which are picked up in the Town. Country Acres will allow the Town access to the shelter.
 4. The Dog Control Officer will represent the Town in prosecuting any necessary appearance tickets unless such matter is scheduled for hearing. In that event, the Town Attorney will be responsible for handling the prosecution of the matter and the Dog Control Officer will testify at said hearing, if determined necessary by the Town Attorney and/or the Town Justice. In the event a Dangerous Dog Proceeding is commenced; the Dog Control Officer shall notify the Town Attorney of the same.
 5. The Dog Control Officer shall enforce the provisions of Town of Lansing Local Law #8 for the Year 2015, entitled "Licensing, Identification and Control of Dogs in the Town of Lansing."
 6.
 - a. In consideration for the above-mentioned services and for maintenance of the shelter, the Town shall remit to Country Acres \$23,700 per year to be disbursed as \$1,975.00 per month.
 - b. No payments shall be made to Country Acres until a voucher has been audited and approved for payment by the Town Board.

- c. Nothing herein shall be deemed to prevent Country Acres from waiving the redemption fee otherwise payable by the owner of the dog.
- d. All of the collected fees collected for the Town will be submitted to the Town along with a monthly report stating all activities each month.
- e. It shall be understood that Country Acres and the Dog Control Officers will not be responsible for any dog enumerations; however, will help the enumerator gather any necessary information.
- f. All of the adoption fees collected by Country Acres will be retained by Country Acres and will not be submitted to the Town. These fees collected will be used to aid the adoptability of the dog seized from the said Town including but not limited to spay/neuter, micro-chipping and vaccinating.
- g. This contract will be valid beginning January 1, 2025 and will expire December 31, 2025.

Country Acres Pet Services
Lindsay Andersen, ACO
Suzie Tracy, Asst. ACO
5852 West Scott Rd.
Homer, NY 13077
(607)749-2734 Fax 749-4718

Town of Lansing
Town Supervisor

RESOLUTION APPROVING DOG CONTROL & SHELTER AGREEMENT WITH COUNTRY ACRES PET SERVICES

RESOLUTION 24-

RESOLUTION APPROVING DOG CONTROL & SHELTER AGREEMENT WITH COUNTRY ACRES PET SERVICES

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

RESOLVED, as follows:

1. Country Acres Pet Services is the Dog Control Officer for the Town of Lansing; and
2. The shelter maintained by Country Acres Pet Services is the Town of Lansing Dog Shelter; and
3. The 2025 Dog Control and Shelter Agreement between the Town of Lansing and Country Acres Pet Services is for a term commencing January 1, 2025 and ending December 31, 2025; and
4. The Town Supervisor of the Town of Lansing is hereby authorized to sign said agreement.

Guy K. Krogh
Thomas D. Cramer
Katrina Thaler Medeiros†
Elizabeth M. Aldridge
Richard B. Thaler (1932-2017)
† also admitted in Massachusetts



309 North Tioga Street
Ithaca, New York 14850
36 Main Street (2nd floor)
Cortland, New York 13045
Telephone: (607) 272-2314
Fax: (607) 272-8466

November 19, 2024

Town of Lansing
29 Auburn Road
Lansing, New York 14882

Re: 2025 Engagement Agreement for Legal Services

Please let this letter and the submitted standard municipal terms and conditions and Statement of Client Rights outline the general terms whereby Guy K. Krogh, Esq. is engaged as an Attorney for the Town to provide legal advice and services to the Town Supervisor, the Town Board, the Planning Board, or the Board of Zoning Appeals, and any other public officers or official bodies and committees of the Town when so approved or directed by the Town Board or Supervisor. This engagement and agreement are made effective January 1, 2025.

Fees for services performed by the Attorney (and his firm) will be based upon the amount of time devoted multiplied by the appropriate hourly billing rates. The Attorney’s standard rate for 2025 is \$400 per hour, and municipal clients are provided with a 25% discount upon such rates. Thus, for this Agreement, billing rates for 2025 for attorneys is agreed at \$300.00 per hour, and paralegals will be billed at \$200.00 per hour. However, not all time will be deemed billable or be billed by the Attorney, who may exercise his discretion to “no charge” any time and billing entries. The Attorney will also not bill for any time incurred for responding to any billing inquiries that may arise, nor for time incurred concerning the terms of employment of the Attorney.

The Attorney will incur various costs and expenses in performing services including, but not limited to, filing fees, subpoena and service of process fees, reporting and transcription expenses, postage, courier delivery expenses, long distance telecommunications (only overseas calling), document reproduction and printing expenses, travel expenses (one-way only), and computer assisted legal and factual research expenses. While routine day-to-day expenses for these items are built into the regular billing rate, the Town and Attorney agree extraordinary projects sometimes arise that require, for example, copying hundreds or thousands of pages, and such matters be billed by the Attorney and reimbursed by the Town.

The Attorney will provide the Town with copies of such correspondences and documents as will keep the Town apprised of the status of each matter being handled by the Attorney, and the Attorney will endeavor to advise the Town as to any and all risks and expenses that any proposed course of action or conduct may entail so that the Town may weigh its alternatives and make a decision that is in the best interests of the Town and its constituents.

Yours, etc.

Guy K. Krogh, Esq. (“Attorney”)

The Town has reviewed and understands this Agreement. The Town has had an opportunity to ask any and all questions it may have pertaining to this Agreement and has had each such question answered to its full satisfaction and understanding. Accordingly, this engagement and agreement are made effective the date stated above.

THALER & THALER, P.C.

STANDARD TERMS AND CONDITIONS FOR MUNICIPAL ENGAGEMENTS AND EMPLOYMENT AS SPECIAL OR GENERAL COUNSEL

1. THE CLIENT - The client is the municipality specified in the engagement letter, the attorney's professional responsibility extends only to the client, and representation does not extend to individual municipal officers and employees (except when permitted by law and approved by the governing board).

2. HOURLY RATES & FEES - Fees for services will be based upon the amount of time devoted by the individuals performing the services calculated at agreed hourly rates. The hourly rate may change on 60 days' notice. Time will be billed in tenths of an hour and will include any time used in relation to the engagement, including for meetings, calls, conferences, letters, emails, reviews, preparation, editing, research, the drafting or issuance of opinions, resolutions, laws, ordinances, policies, replies, or memorandums, assisting or conducting environmental reviews, advising upon personnel and operational matters, municipal finance and laws, matters of litigation (advisory only), other preparation time, travel, and the performance or delivery of other general services. The Attorney may incur and bill for various costs and expenses in relation to filings, postage, deliveries, reproductions, printing, travel, and research, as referenced in the engagement letter.

3. PAYMENT & FEE DISPUTES - We will send a monthly invoice payable upon a net-45 basis. If legal action is required to collect any amounts due, the costs of collection, including interest at the statutory contract rate and legal time, billed at the rates set forth for this agreement, shall be paid to the Attorney as if they were fees under this Agreement. In the event of any fee dispute you have the right to seek arbitration, and the attorney will comply with notice and other provisions of Part 137 of the Rules of the Chief Administrator in this respect, including by providing a copy thereof upon request.

4. CLIENT COPIES & DOCUMENT RETENTION NOTICE - You have the right to be provided with copies of all documents prepared or reviewed by us, but you agree that we may exercise discretion as to which documents to deliver to keep you reasonably informed. We maintain files and records for 10 years after the date of termination of services. After such time, all records are safely destroyed to prevent capture or reconstruction by third parties. It is your sole responsibility to retrieve your file after closure should you desire to retain any portion thereof.

5. INSURANCE & TAXES - We undertake no duty to advise you or ascertain whether there is or may be insurance coverage or indemnity agreements that may cover any claim, loss, or expense incurred by you unless we are expressly engaged for such a purpose. We also will not provide tax advice upon any matter unless expressly engaged to provide a tax opinion upon the matter, and you are encouraged to consult with your own CPAs, auditors, and advisors for tax advice.

6. EXPERTS - We may need to hire outside experts, consultants, or accountants for your matter, and this will only occur with your prior approval and upon your agreement to pay these costs upon a direct-billed basis.

7. TERMINATION - This relationship ends upon the delivery of an invoice marked as a final bill, unless we specifically agree otherwise in writing. In addition, you agree that we may withdraw and terminate this relationship in the event you fail to cooperate, engage in any conduct which would make it inappropriate to continue representation, or fail to make payments when due. If we must make an application to withdraw, you agree that non-payment is good cause for withdrawal. You may terminate this relationship at will. Regardless of the method of termination, you remain responsible for all fees up to the date of termination, including any fees incurred for termination, to substitute new counsel, or for post-termination advice or services, including the provision of historical events, archiving, and document searches and retrieval. If, after termination of representation, there is any change in the law that could affect you or your interests, we undertake no responsibility to advise of the same unless specifically engaged (or reengaged) to do so.

8. ELECTRONIC COMMUNICATIONS - We utilize digital telephonic and communication systems that make use of the internet and wireless systems to deliver communications, work produce, and services. You are advised that these digital platforms carry unique risks, such as accidental, unlawful, or improper use or interception, and the transmission of viruses, malware, and other deleterious codes. Unless limited as to the use of any one or more of such technologies by written notice delivered to us, we are authorized to use and communicate through such mediums.

9. PRIVACY POLICY - Certain federal and state laws require privacy notices, and we thus advise that we do collect non-public records and personal information about you that you provide or authorize us to obtain. We do not disclose any such information absent your consent, unless required under applicable law. We protect access to records electronically and otherwise in a manner as complies with law, and we do not transfer, sell, or use any personal information to assist or promote the sale of our or any third-party products or services.

10. CONFLICTS - We represent and will in the future represent other clients and municipalities. Some of them may have interests that may be or become contrary to your interests. We cannot enter into this engagement if we are unduly restricted from keeping and engaging clients in a small marketplace, and thus you confirm that we may undertake adverse representations so long as: (i) it is not material or directly adverse to you; (ii) the lawyers engaged in your matter are

engaged in such other matter; (iii) appropriate measures are taken to assure that non-public proprietary and confidential information about your matters and interests are not transmitted to lawyers or others involved in such other matter. If these standards are met you affirm and hereby waive any conflicts of interest that exist or may be asserted, including other claims that may preclude, challenge, or otherwise disqualify us from providing services in such other matters or to such other clients. This provision shall not be interpreted in a manner that violates any rules or canons of ethics, or the duty of loyalty owed to you, and you affirm that this consent is voluntary, fully enforceable, and may be duly relied upon by us.

11. STATEMENT OF CLIENT’S RIGHTS - (Mandatory disclosure form under New York State Law)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and non-lawyer personnel in your lawyer’s office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the conference and prior to the signing of a written retainer agreement, as well as clarifying the use event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer’s. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin, or disability.

12. STATEMENT OF CLIENT’S RESPONSIBILITIES - (Informational Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer’s staff with courtesy and consideration.
2. The client’s relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client’s cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer’s time and attention.

7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.

13. CLIENT UNDERSTANDINGS - You are made aware that varying facts and circumstances call for a legal judgment, and that there is often no specific or unanimous "correct" answer. We will exercise our best judgment in all cases and provide services that are consistent with law and controlling or persuasive legal precedents, and that will minimize the risk and expense to the client. However, despite our best efforts, there is no assurance or guarantee of the outcome of any matter, the length of time it may take to resolve any matter, or the costs or fees which may be incurred to attempt to resolve any matter. You further agree you have had or been provided with an opportunity to have this Agreement reviewed by an independent advisor or counsel, and that you have otherwise reviewed and understand these terms and the Statement of Client Rights. You further acknowledge that you have had an opportunity to ask any and all questions you may have had pertaining hereto, and that each such question answered to your full satisfaction and understanding, and that your signature on the engagement letter signifies your assent to these terms

RESOLUTION APPROVING AND AUTHORIZING TOWN SUPERVISOR TO EXECUTE 2025 COUNSEL ENGAGEMENT LETTER WITH GUY K. KROGH, AND HIS FIRM, THALER AND THALER, P.C.

RESOLUTION 24-

RESOLUTION APPROVING AND AUTHORIZING TOWN SUPERVISOR TO EXECUTE 2025 COUNSEL ENGAGEMENT LETTER WITH GUY K. KROGH, AND HIS FIRM, THALER AND THALER, P.C.

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

RESOLVED, that the Attorney for the Town is Guy K. Krogh, and that he, and his firm, Thaler and Thaler, P.C. be consulted on an as needed basis and that the Town Supervisor be authorized to execute the 2025 counsel engagement letter.

RESOLUTION REAPPOINTING MEMBER TO THE LANSING HOUSING AUTHORITY

RESOLUTION 24-

RESOLUTION REAPPOINTING MEMBER TO THE LANSING HOUSING AUTHORITY

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

WHEREAS, the Lansing Housing Authority (LHA) has one member’s term that will be expiring on December 31, 2024; and

WHEREAS, after a search for eligible and qualified candidates, George Gesslein, a current member of the LHA Board, is deemed duly qualified and has agreed to the reappointment; and

WHEREAS, upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. George Gesslein is hereby reappointed to the Lansing Housing Authority for a 5-year term, with such term effective January 1, 2025 through December 31, 2029; and
2. The Town Clerk shall administer the oath of office for such reappointment.

**RESOLUTION APPOINTING MEMBERS TO THE TOWN OF LANSING PARKS,
RECREATION AND TRAILS WORKING GROUP AND DIRECTING THE
COMMITTEE TO MAKE RECOMMENDATIONS**

RESOLUTION 24-

**RESOLUTION APPOINTING MEMBERS TO THE TOWN OF LANSING PARKS,
RECREATION AND TRAILS WORKING GROUP AND DIRECTING THE
COMMITTEE TO MAKE RECOMMENDATIONS**

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

WHEREAS, on July 19, 2017, and as is set forth in the updated 2018 Comprehensive Plan, the Town Board approved and authorized Resolution 17-99 for the Creation and Initial Funding of a Capital Reserve Fund for Parklands and Trailways Planning and Development, Related Land and Use Rights Acquisitions, and Related General Equipment, Materials and Construction Funding; and

WHEREAS, on January 17, 2024, the Town Board of the Town of Lansing adopted Local Law 1 of 2024 amending the Code of the Town of Lansing, Chapter 7: Boards, Commissions and Committees and Section § 7-13 outlines making appointments to such working group; and

WHEREAS, the Town Board directs the committee to make recommendations through a proposed form of charging resolution what its policies and procedures are, who it recommends its chair and vice chair be, what its specific charges are, whether it wants to request a liaison or the formation of subcommittees, and any budgetary requests it may have; and

WHEREAS, the Parks, Recreation and Trails Working Group is needed to perform certain functions for the Town and to act in an advisory capacity in helping to enhance active and passive recreational opportunities for residents and visitors; and

WHEREAS, the following applicants, in the judgment of the Town Board, are qualified to serve again on the Parks, Recreation and Trails Working Group and are appointed to terms of membership, subject to reappointment, and the Town Board of the Town of Lansing has hereby:

RESOLVED, that the following people be reappointed to the Parks, Recreation and Trails Working Group with terms to expire December 31, 2025: Bruce Barber, Chris Pettograsso, and Steve Lauzun; and

RESOLVED, that the following people be appointed to the Parks, Recreation and Trails Working Group with a term to expire on December 31, 2025: Johnathan Licitra (Planning Board) and Sharon Anderson (Resident).

RESOLUTION APPOINTING TOWN OF LANSING ZONING BOARD OF APPEALS MEMBERS

RESOLUTION 24-

RESOLUTION APPOINTING TOWN OF LANSING ZONING BOARD OF APPEALS MEMBERS

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

WHEREAS, the Zoning Board of Appeals has two members terms expiring on December 31, 2024, one member and one alternate member; and

WHEREAS, the Town has received completed applications from Mary Stoe and Jamie Jones, and

WHEREAS, both applicants are qualified to be on the Town of Lansing Board of Appeals, and

WHEREAS, Mary Stoe is seeking reappointment as a full member for a five-year term and Jamie Jones is seeking appointment as an alternate member for a one-year term, and

WHEREAS, the Town of Lansing Zoning Board of Appeals has recommended that Mary Stoe be reappointed as a Member to the Lansing Zoning Board of Appeals, and

WHEREAS, on December 4, 2024, the Interview Committee interviewed Zoning Board of Appeals applicant Jamie Jones and recommended that she be appointed to the Zoning Board of Appeals; and

WHEREAS, the appointment requires Mary Stoe and Jamie Jones complete the mandatory New York State and Town of Lansing training requirements; and

WHEREAS, upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. Mary Stoe is hereby reappointed as a Member to the Town of Lansing Zoning Board of Appeals effective January 1, 2025 through December 31, 2029, to serve at the pleasure of this Board, and
2. Jamie Jones is hereby appointed as an alternate member to the Town of Lansing Zoning Board of Appeals effective January 1, 2025 through December 31, 2025, to serve at the pleasure of this Board, and
3. The Town Clerk shall administer the oath of office for such new appointments.

RESOLUTION APPOINTING DANIELLE HAUTANIEMI AS A PLANNING BOARD MEMBER AND APPOINTING JOHN DUTHIE AND FREDRIC VILLANO AS ALTERNATE MEMBERS TO THE PLANNING BOARD

RESOLUTION 24-

RESOLUTION APPOINTING DANIELLE HAUTANIEMI AS A PLANNING BOARD MEMBER AND APPOINTING JOHN DUTHIE AND FREDRIC VILLANO AS ALTERNATE MEMBERS TO THE PLANNING BOARD

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

WHEREAS, the Planning Board has three members terms whose terms will be expiring on December 31, 2024; and

WHEREAS, Danielle Hautaniemi, John Duthie and Fredric Villano are qualified to be on the Town of Lansing Planning Board; and

WHEREAS, in December 2024, the Interview Committee interviewed new Planning Board applicants and recommended Danielle Hautaniemi, John Duthie and Fredric Villano to the Planning Board; and

WHEREAS, the appointments require Danielle Hautaniemi, John Duthie and Fredric Villano to complete the mandatory New York State and Town of Lansing training requirements; and

WHEREAS, upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. Danielle Hautaniemi is hereby appointed as a Member to the Town of Lansing Planning Board effective January 1, 2025 through December 31, 2031, to serve at the pleasure of this Board, and
2. John Duthie is hereby appointed as an Alternate Member to the Town of Lansing Planning Board effective January 1, 2025 through December 31, 2025, to serve at the pleasure of this Board, and
3. Fredic Villano is hereby appointed as an Alternate Member to the Town of Lansing Planning Board effective January 1, 2025 through December 31, 2025, to serve at the pleasure of this Board, and
4. The Town Clerk shall administer the oath of office for such appointments.

**RESOLUTION APPOINTING MEMBERS TO THE TOWN OF LANSING
CONSERVATION ADVISORY COUNCIL**

RESOLUTION 24-

**RESOLUTION APPOINTING MEMBERS TO THE TOWN OF LANSING
CONSERVATION ADVISORY COUNCIL**

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

WHEREAS, in November of 2017, and as is set forth in the updated 2018 Comprehensive Plan, the Town approved creating a Conservation Advisory Council to perform certain functions for the Town and to act in an advisory capacity under General Municipal Law § 239-x; and

WHEREAS, on January 16, 2019, the Town Board of the Town of Lansing adopted Resolution 19-49 creating the Conservation Advisory Council (hereinafter termed “Council” or “CAC”) under authority granted to the Town by General Municipal Law Section 239-x; and

WHEREAS, on December 15, 2021, the Town Board of the Town of Lansing adopted Resolution 21-157 expanding the CAC membership to a maximum of nine (9) members under authority granted to the Town by General Municipal Law Section 239-x; and

WHEREAS, on December 10, 2024, the Interview Committee interviewed new CAC applicants and unanimously passed a motion recommending that Travis Kitch and John Hatfield be appointed to the CAC; and

WHEREAS, Robyn Bailey’s current term of appointment will be ending on December 31, 2024 and she is seeking a reappointment to serve on the CAC; and

WHEREAS, upon due consideration and deliberation by the Town of Lansing Town Board, the following candidates, in the judgment of the Town Board, are qualified to serve on the CAC and now therefore be it

RESOLVED as follows:

1. Travis Kitch is hereby appointed as a Member to the Town of Lansing Conservation Advisory Council effective January 1, 2025 through December 31, 2026.
2. John Hatfield is hereby appointed as a Member to the Town of Lansing Conservation Advisory Council effective January 1, 2025 through December 31, 2026.
3. Robyn Bailey is hereby reappointed as a Member to the Town of Lansing Conservation Advisory Council effective January 1, 2025 through December 31, 2026.

RESOLUTION REAPPOINTING GREGG TRAVIS TO THE BOARD OF ETHICS

RESOLUTION 24-

**RESOLUTION REAPPOINTING GREGG TRAVIS TO
THE BOARD OF ETHICS**

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

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

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

WHEREAS, the Board of Ethics has recommended that Gregg Travis be reappointed to a 5-year term on the Board of Ethics; and

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

RESOLVED, that Gregg Travis is hereby reappointed to a 5-year term on the Board of Ethics, effective January 1, 2025 and expiring December 31, 2029.

RESOLUTION DECLARING TWO 2023 TORO ZERO TURN MOWERS AS EXCESS PROPERTY AND AUTHORIZING DISPOSAL OR SALE

RESOLUTION 24-

RESOLUTION DECLARING TWO 2023 TORO ZERO TURN MOWERS AS EXCESS PROPERTY AND AUTHORIZING DISPOSAL OR SALE

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

WHEREAS, The Town Parks and Recreation has excess property of two 2023 Toro Zero Turn Mowers Model 72946, that are old and for which no use exists; and

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

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

RESOLVED, that the 2023 Toro Zero Turn Mowers Model 72946, serial numbers 412413857 and 412413855 be and hereby are declared as excess property of the Town for which no current or future use is anticipated and that the Parks and Recreation Supervisor, or his designee, sell the same "as is," document the sale thereof to verify fair value, and deliver the proceeds of the sale thereof to the Town Budget Officer. The Parks and Recreation Supervisor, or his designee, be and each is hereby authorized to sign such bills of sale or other documents as are or may be necessary to give effect to this Resolution by and for the Town of Lansing.

225 S Fulton St Ste 2
 Ithaca, NY 14850
 www.croom.net
 607-277-8336



Town of Lansing
 10 Town Barn Road
 Lansing, NY, United States 14882

Estimate #	818
Estimate Date	11-24-24
Total	\$11,755.00

Item	Description	Unit Cost	Quantity	Line Total
Budgetary Network Infrastructure Package	This is a budgetary estimate for network infrastructure devices and installation, based on the current drawing set. This will change as systems are further defined. Included Hardware: -Ubiquiti Dream Machine Pro Max Security Gateway -Ubiquiti Pro 48 Port PoE Switch Ubiquiti Enterprise 24 Port PoE Switch -23x Ubiquiti WiFi 6E Enterprise Access Points -50x Patch Cables	\$11,755.00	1	\$11,755.00

Disclaimer	Subtotal	\$11,755.00
Unless otherwise noted this estimate is valid for 30 days	Tax	\$0.00
	Estimate Total	\$11,755.00

Signed: _____

Date: _____



225 S Fulton St Ste 2
 Ithaca, NY 14850
 www.croom.net
 607-277-8336



Town of Lansing
 10 Town Barn Road
 Lansing, NY, United States 14882

Estimate #	810
Estimate Date	11-16-24
Total	\$9,040.00

Item	Description	Unit Cost	Quantity	Line Total
Base IT Consulting	Provide IT consultation throughout design and construction of Department of Public Works Facility for the Town of Lansing. Identify and meet with stake holders to determine needs/use of building. Mark-up and comment on current progress plans and work with architect/engineer to refine existing wired and wireless network cabling. Prepare IT rack/equipment layout for low voltage contractor and vendors to follow. Coordinate with vendors and contractors throughout construction process. Respond to RFI's. Attend construction meetings and visit site as needed.	\$5,500.00	1	\$5,500.00
CCTV Design and Consulting	Optional CCTV (security camera) Consulting. Work with architect/engineer on security camera layout and system requirements. Assist with vendor selection and integrate requirements into overall project.	\$1,250.00	1	\$1,250.00
ISP Selection	Optional ISP (Internet Service Provider) consulting. Determine service needs, obtain quotes from suitable providers, and oversee installation and service turn-up.	\$520.00	1	\$520.00
Telephony	Optional Voice (telephone) Consulting. Determine service needs, option quotes from suitable providers, oversee installation and service turn-up.	\$520.00	1	\$520.00
Access Controls	Optional Access Control (door access) Consulting. Work with architect/engineer on access control layout and system requirements. Assist with vendor selection and integrate requirements into overall project.	\$1,250.00	1	\$1,250.00

Disclaimer	Subtotal	\$9,040.00
	Tax	\$0.00
Unless otherwise noted this estimate is valid for 30 days	Estimate Total	\$9,040.00

Signed: _____

Date: _____

Section 9, Item o.



RESOLUTION APPROVING TOWN CONTRACT WITH THE COMPUTER ROOM FOR PROFESSIONAL DESIGN AND IT INSTALLATION SERVICES FOR THE DPW FACILITY

RESOLUTION 24-

RESOLUTION APPROVING TOWN CONTRACT WITH THE COMPUTER ROOM FOR PROFESSIONAL DESIGN AND IT INSTALLATION SERVICES FOR THE DPW FACILITY

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

WHEREAS, the Town is required to provide to Colliers Engineering its specifications, materials lists, and layout for internal wiring and related IT system designs in order to finalize building specifications and proceed to public bidding, and this is a specialized expert and professional design and material selection service that meets the exemptions from public bidding and procurement rules under General Municipal Law § 103 and the Town of Lansing Procurement Policy at § V, such that public bidding and seeking comparative quotes is not required for this contract or these services; and

WHEREAS, The Computer Room, Ithaca, NY has submitted preliminary budgets for materials and consulting and design services, including recommendations respecting the materials, brands, and interconnection technologies needed for the DPW facility, and the same have been vetted, reviewed, and approved by the DPW Director; and

WHEREAS, the Town wants to move forward with this particular vendor due to its expertise and experience designing and managing IT facilities and networks, and recognizes that as final project designs for the DPW facility change these costs may increase due to additional design and consulting time incurred; and

WHEREAS, such materials and services agreements have been reviewed by and are generally acceptable to the Town Board, and upon consideration and deliberation upon the foregoing, the Town Board of the Town of Lansing has hereby

RESOLVED, that The Computer Room agreements for services be and are approved in an amount not to exceed \$25,000 without further Town Board review and approval, and the Town Supervisor may sign and execute the same by, for, on behalf of, and in the name of the Town of Lansing, as well as any future amendments for the same, up to a maximum amounts set forth above.

RESOLUTION ACCEPTING JENNA HOELLERER’S RESIGNATION PER TOMPKINS COUNTY CIVIL SERVICE RULES AND UNDER TOWN LAW, AND FURTHER AUTHORIZING FILING OF FORM MSD 428

RESOLUTION 24-

RESOLUTION ACCEPTING JENNA HOELLERER’S RESIGNATION PER TOMPKINS COUNTY CIVIL SERVICE RULES AND UNDER TOWN LAW, AND FURTHER AUTHORIZING FILING OF FORM MSD 428

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

WHEREAS, the Confidential Secretary to the Highway Superintendent submitted her written letter of resignation on December 6, 2024 stating that she will be resigning from the Town of Lansing and from her position effective December 20, 2024, with her last working day being December 20, 2024; and

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

RESOLVED, as follows:

1. The resignation of Jenna Hoellerer, Confidential Secretary to the Highway Superintendent, is hereby accepted effective December 20, 2024;
2. The Town Personnel Officer be and hereby is authorized to make such changes to the Towns’ employment and civil service rosters and file required Civil Service forms to effect such changes and these Resolutions, including by the filing of form MSD 428, if required.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into on December 21, 2024, and expires December 31, 2025, by and between the Town of Lansing, a corporate municipal subdivision of the State of New York, with its offices at 29 Auburn Road, Lansing, New York, 14882 (hereinafter the “Town”) and Jenna Hoellerer, 3143 Hunter Road, Scipio Center, NY 13147 (hereinafter the “Contractor”).

1. Background. The Contractor is in the business of providing instruction and related services pertaining to the provision of confidential secretary to the DPW and Highway Superintendent.

2. Independent Contractor. Contractor is and shall be deemed for all purposes an independent contractor. Contractor warrants it has sufficient expertise and experience in administrative services as to properly, safely, and adequately perform the work and services herein required in accord with the best practices of such industry and the municipal needs of the Town. The Town shall not exercise control over the methods and tools used by the Contractor to complete the work and services herein contemplated.

3. Term. The Contractor shall perform all work and services at will, but only so long as the Town desires services given the needs of the DPW and Highway Superintendent’s Office. The contractor acknowledges the seasonal and intermittent nature of the Town’s needs. The Highway Superintendent does not guarantee any number of available hours, days, or times for work. Contractor must contact the Highway Superintendent’s to advise as to the Contractor’s schedule of dates, days, and times to perform the work and services herein contemplated.

4. Rules. Contractor shall be required to perform all work and provide all services in accordance with the Town’s rules regarding use of Town buildings and facilities, if any, and in accordance with the best and most diligent practices in the Contractor’s field of endeavor. However, the Contractor shall be free to meet such specifications on its own schedule, and using its own methods, decisions, designs, and tools. Contractor is not to be subject to supervision or management by the Town respecting the methods and manners by which Contractor completes its work, except as set forth herein respecting compliance with Town rules for visitors, contract employees, and engaged consultants.

5. Payment. Contractor will provide periodic invoices for services provided. Such invoice(s) will be paid at the next regularly scheduled Town Board Meeting via the Town’s regular voucher approval process. Contractor shall be paid at a rate of \$41.00 per hour, for a maximum of 20 hours per week, with gross 2025 totals not to exceed \$42,640.00 for the 2025 calendar year without further Town Board approval.
All payments shall be made to the Contractor without offset or withholding for any taxes, and the Contractor acknowledges and agrees that (1) the Town shall annually issue to the Contractor a Form 1099 reflecting all amounts paid, and (2) Contractor shall be solely and exclusively responsible for any and all taxes, fees, interest, and penalties that are or may be due or imposed for all amounts earned, including, but not limited to all payroll, social security, employment, and income taxes or withholdings due, and (3) the Town’s sole responsibility will be to issue an appropriate IRS Form 1099 to identify the amount of money earned by Contractor as an independent contractor.

6. Termination. Either party hereto may terminate this Agreement with or without cause, and with immediate effect. Upon any termination, the Contractor will be entitled to payment for the number of hours worked, and the Town shall pay the same upon reasonable documentation thereof.

7. Related Employment/Business Expenses. Contractor must carry its own liability and workers’ compensation insurance and acknowledges that the Town does and will not carry workers’ compensation insurance for Contractor.

8. General Terms.

A. This Agreement shall be interpreted, construed, and governed by and under the laws of the State of New York, without regard to the application of its conflict of law provisions.

B. If any provision or clause of this Agreement, or the application thereof by either party, is held invalid by a Court or tribunal of competent jurisdiction, then such provision shall be deemed severed, and such invalidity shall not affect any other provision of this Agreement.

C. Nothing contained in this Agreement shall constitute or be deemed to create a relationship of employer/employee, master/servant, partners, or joint venturers; it being expressly understood and agreed that the only relationship between Contractor and the Town created herein shall be that of an independent contractor.

D. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and there are no understandings, representations, or warranties of any kind between the parties except as expressly set forth herein.

E. The waiver by either party of any breach or default by the other party of any provision in this Agreement shall not operate or be construed as a waiver of any other, continuing, or subsequent breach or default by such party.

F. All actions or disputes arising under or in relation to this Agreement, including the interpretation or enforcement hereof, shall be venued in a New York State Court having territorial jurisdiction in or over the County of Tompkins.

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

Town of Lansing

By: _____
Ruth Groff, Town Supervisor

Jenna Hoellerer, Independent Contractor

RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT WITH JENNA HOELLERER FOR DPW ADMINISTRATIVE SERVICES AND AUTHORIZING EXECUTION THEREOF

RESOLUTION 24-

RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT WITH JENNA HOELLERER FOR DPW ADMINISTRATIVE SERVICES AND AUTHORIZING EXECUTION THEREOF

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

WHEREAS, Jenna Hoellerer serves as confidential secretary to the Town Highway Superintendent and is leaving such position effective on or about December 20, 2024, and the Town has a need to hire her as a consultant and trainer for a period of time expected not to exceed 5 months, to assist in the transition and train whoever is hired to fill that soon to be vacant position; and

WHEREAS, Jenna Hoellerer is a single-source provider with detailed knowledge of the administrative duties of the position and the DPW department, including the work necessary to transition to winter work and winter schedules and, accordingly, the rate established for such agreement is \$41.00 per hour, with an expected work week not to exceed 20 hours, such number to thereafter steadily diminish; and

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

RESOLVED, that the Independent Contractor Agreement be and hereby is approved, and that the Town Supervisor may sign and execute the same by, for, on behalf of, and in the name of the Town of Lansing.

1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 84.95	\$ 254.85

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 011322-PIT, effective date March 3, 2022 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 1/22) which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 8 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

011322-PIT _____
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Jason Ambrosio

jason.ambrosio@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

RESOLUTION AUTHORIZING PITNEY BOWES POSTAGE METER LEASE

RESOLUTION 24-

RESOLUTION AUTHORIZING PITNEY BOWES POSTAGE METER LEASE

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

WHEREAS, the United States Postal Services (USPS) is updating postage meter regulations and all outdated Information Based Indicia (IBI) postage meters must be phased out of use by December 31, 2024 and at this time they will be marked as inactive by the USPS; and

WHEREAS, the Town’s existing postage meter is an IBI type machine and is not capable of updating to the new Intelligent Mail Indicia (IMI) standards required by USPS and therefore is required to be replaced with a compliant machine; and

WHEREAS, the Town has an existing postage meter lease with Pitney Bowes and the meter is digital and communicates with other Town software and systems, such that switching to a different postage metering company would involve expenses above and beyond merely leasing or purchasing a new meter; and

WHEREAS, alternatives were considered and the best option remains Pitney Bowes, including because they offer a true lease, and not a lease finance option, such that the Town can cease leasing at any time and is not obligated to purchase the machine during or after the lease term expires; and

WHEREAS, a true lease is not subject to public bidding or procurement rules, but none-the-less Town staff examined options and prices and recommended simply replacing the Pitney Bowes meter with a newer Pitney Bowes meter, and upon due deliberation upon the foregoing, the Town Board of the Town of Lansing has duly

RESOLVED, that the Town Supervisor be and hereby is authorized to execute the new postage meter lease and software license agreements by, for, on behalf of, and in the name of the Town of Lansing, and to execute such other documents as are necessary to replace the old postage meter with a USPS compliant fully integrated digital meter for ensuring and enhancing continued mailings and accounting for the costs of the same.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR’S REPORTS

RESOLUTION 24-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR’S REPORTS

The Supervisor submitted her monthly report for the months of October and November 2024, to all Board Members and to the Town Clerk. The Supervisor’s Reports were reviewed by Councilperson Judy Drake and Councilperson Joseph Wetmore. The bills were reviewed by Councilperson Judy Drake 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 # 012

TOWN OF LANSING

Abstract # 012
Summary by Fund

12/16/2024
14:46:58

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	3,943.45	320,113.99	324,057.44
B	GENERAL FUND OUTSIDE VILLAGE	123.44	17,240.34	17,363.78
DA	HIGHWAY FUND TOWNWIDE	142.53	225,487.39	225,629.92
DB	HIGHWAY FUND OUTSIDE VILLAGE	40.00	11,020.07	11,060.07
SL1-	LUDLOWVILLE LIGHTING DISTRICT	97.41	15.02	112.43
SL2-	WARREN ROAD LIGHTING DISTRICT	699.20	16.10	715.30
SL3-	LAKEWATCH LIGHTING DISTRICT	999.91	80.00	1,079.91
SS1-	WARREN RD SEWER	129.26	41,293.03	41,422.29
SS3-	CHERRY ROAD SEWER DISTRICT	23.77	7,175.76	7,199.53
SW	LANSING WATER DISTRICTS	1,480.33	14,242.99	15,723.32
TA	TRUST & AGENCY	1,114.38	79,051.08	80,165.46
Total:		8,793.68	715,735.77	724,529.45

BUDGET MODIFICATIONS
GENERAL FUND TOWNWIDE A FUND

December 18th, 2024

FROM TO FOR AMOUNT

A599 (Appropriated Fund Balance)	A1110.120 - (Court Clerk - Personal Services)	TO COVER PAYROLL EXPENSES THROUGH YEAR END	\$ 14,000.00
A599 (Appropriated Fund Balance)	A1220.400 - (Supervisor - Contractual)	TO COVER EXPENSES THROUGH YEAR END	\$ 1,000.00
A599 (Appropriated Fund Balance)	A1380.400 (Fiscal Agent Fees- Bond Counsel)	TO COVER ADDITIONAL EXPENSE	\$ 235.00
Total Fund Balance to Be Used			\$ 15,235.00
A7310.100 (Youth Program - Personal Services)	A7140.100 - (Playground/Rec Fields - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSES	\$ 2,838.06
A5132.405 (Garage - Building Repair)	A1640.401 - (Town Barn Rd. Storage - Vestal Office)	FOR ADDITIONAL SUPPLIES	\$ 1,500.00
A3310.100 (Traffic Control - Personal Services)	A3310.400 (Traffic Control - Contractual)	TO PURCHASE ADDTL SIGNS	\$ 1,900.00

GENERAL FUND OUTSIDE VILLAGE B FUND

December 18th, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
B599 (Appropriated Fund Balance)	B8020.403 - (Legal/Engineer - Silver Line Solar)	New code created mid-year to separate expenses	\$ 185.00
B599 (Appropriated Fund Balance)	B8020.402 - (Planning Board - Legal Services)	Additional funds needed	\$ 3,000.00
B599 (Appropriated Fund Balance)	B9030.800 - (Social Security)	Additional funds needed	\$ 2,355.00
B599 (Appropriated Fund Balance)	B9089.800 - (Medicare)	Additional funds needed	\$ 475.00
Total Fund Balance to be Used			\$ 6,015.00

HIGHWAY TOWNWIDE - DA FUND

December 18th, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
-------------	-----------	------------	---------------

DA5140.100 - (Brush & Weeds - Personal Services)	DA5140.400 - (Brush & Weeds - Contractual)	1 Extra Day of mulching	\$ 6,000.00
DA599 (Appropriated Fund Balance)	DA9060.800 - (Hospital & Medical Insurance)	To Cover additional costs	\$ 17,500.00
Total Fund Balance to be Used			\$ 17,500.00

HIGHWAY OUTSIDE VILLAGE - DB FUND

December 18th, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
DB599 (Appropriated Fund Balance)	DB9060.800 - (Hospital & Medical Insurance)	To cover additional costs	\$ 19,900.00
Total Fund Balance to be Used			\$ 19,900.00

WATER DISTRICTS SW FUND

December 18th, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SW599 - (Appropriated Fund Balance)	SW9060.800 - (Health Insurance)	To cover additional expense	\$ 5,000.00
Total Fund Balance to be Used			\$ 5,000.00

CONSENT AGENDA MOTIONS M24-XX – M24-XX AND RESOLUTIONS 24-XX – 24-XX

RESOLUTION 24-XX

CONSENT AGENDA MOTIONS M24-XX – M24-XX AND RESOLUTIONS 24-XX – 24-XX

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

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

RESOLVED, that the Consent Agenda Motions **M24-XX – M24-XX** and Resolutions **24-XX – 24-XX**, are hereby approved as presented and amended, and

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

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

Accordingly, the foregoing Motions and Resolutions were approved, carried, and duly adopted on December 18, 2024.

**RESOLUTION APPROVING THE TOWN OF LANSING CONSERVATION
ADVISORY COUNCIL 2024 ANNUAL REPORT**

RESOLUTION 24-

**RESOLUTION APPROVING THE TOWN OF LANSING
CONSERVATION ADVISORY COUNCIL 2024 ANNUAL REPORT**

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

WHEREAS, per Town Board Resolution 19-49 the Conservation Advisory Council was authorized to perform certain functions for the Town and to act in an advisory capacity under General Municipal Law § 239-x; and

WHEREAS, the aforementioned Resolution and General Municipal Law 239-x(f) require the Conservation Advisory Council to file required annual reports with the Town Board on or before the thirty-first day of December of each and every year, and once approved by the Town Board, to send a copy thereof to the New York State Commissioner of Environmental Conservation; and

**Town of Lansing
Conservation Advisory Council
2024 Annual Report**

Membership

Members of the Conservation Advisory Council (hereafter “CAC”) are appointed by the Lansing Town Board each January via resolution. The following members served in 2024:

- Robyn Bailey
- Adam Buck (part year)
- Gabrielle Desnoes
- Edward Dubovi (chair)
- John Fleming
- Todd Walter
- Brian Boerman
- Lisa Scanlon

At the beginning of 2024, the CAC lost 3 of its members including a co-chair of the committee. Ed Dubovi assumed the chair of the committee. Two new members were recruited. One member resigned in mid-year and our student member was missing for the year. Goal for 2025 is to have 2-3 new members appointed.

Environmental Management Council

With the resignation of David Wolfe from the CAC, the Town of Lansing slot on the Tompkins County Environmental Management Council became vacant. With no new volunteers for the position, the Town Board in July recommended that Ed Dubovi be appointed to this position for the remainder of 2024. A re-application for 2025 is still pending.

Open Space Conservation Plan

Throughout 2023, the CAC met monthly with our consultants from Colliers Engineering (formerly Bergmann Associates) to create Lansing’s Open Space Conservation Plan (OSCP),

formerly known as the Open Space Index. By January 2024, a draft document was available for comment by the CAC. John Steinmetz from Colliers Engineering presented the draft OSCP to the Town Board at its February meeting. A public meeting was held at the Town Board meeting on March 20, followed by a resolution accepting the OSCP pending required procedural matters. The Town Board formally adopted the OSCP at its May 15 meeting. The acceptance of the plan was the culmination of a two-year effort by Collier Engineering with the oversight of the project by the CAC. The CAC wishes to thank all the Lansing residents that assisted in the project along with the Park Foundation that provided a grant for this project to move forward.

The website for the adopted plan is:

https://www.lansingtown.com/sites/default/files/fileattachments/conservation_advisory_council/page/2495/lansing_osc_p_adopted.pdf

The objective for creating the OSCP was to identify properties that had high conservation value. In examining the ranking of the 119 properties, one property stood out – the Norfolk Southern rail line extending north from Myers Park. With the closure of the coal fired power station, the rail line has limited usefulness. The CAC encouraged the Town Board to pass a resolution expressing interest in this property should the rail line become non-functional.

Future CAC efforts

With the completion of the OSCP, the CAC began to evaluate other areas where the CAC could be of help. Under Resolution 19-163, the CAC was appointed as the Task Force for the Town in implementation of the Climate Smart Communities (CSC) program. The CSC challenges communities to adopt management procedures that help reduce energy consumption and greenhouse emissions. While the Town was registered with the program, no actions were submitted for approval. In gathering “points”, the Town becomes eligible for certain grant programs. The CAC did have several presentations by Cornell Cooperative Extension on the Clean Energy Communities Program, Climate Smart Communities and the Non-pipes Alternative program. No plans are yet in place to move forward with the CSC as this could involve town staff time which may be limiting.

A major task set forth in the resolution creating the CAC was to deal with all aspects of easements. To get a better idea as to the issues one may encounter with “easements”, we invited the Finger Lakes Land Trust to give us a presentation on the issues. The major issue is that the owner of the easement has it “forever”. That means a yearly inspection to ascertain that the terms of the easement are being adhered to. Failure to do so by the landowner could result in a legal proceeding that could be costly to the Town. A change of ownership of the land could also result in non-compliance issues. While there are grants to support some targeted easements, the process is lengthy and requires significant staff time. The CAC would recommend not moving forward with any conservation easements until such time as there is a source of revenue to support the program.

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

RESOLVED, the Town Board of the Town of Lansing has received and accepted the Town of Lansing Conservation Advisory Council 2024 Annual Report.

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

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

Councilperson Laurie Hemmings –
Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on December 18, 2024.

RESOLUTION ESTABLISHING TWO CAPITAL PROJECT FUNDS WITHIN THE TOWN OF LANSING FOR SPECIFIC CAPITAL PROJECTS

RESOLUTION 24-

RESOLUTION ESTABLISHING TWO CAPITAL PROJECT FUNDS WITHIN THE TOWN OF LANSING FOR SPECIFIC CAPITAL PROJECTS

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

WHEREAS, the Town is undertaking a capital project for the Department of Public Works (DPW) new facility, which requires an internal mechanism for segregating such Funds so as to account for funds received, as well as expenditures for said project, and

WHEREAS, the Town on occasion orders vehicles and equipment with manufacturing lead times greater than one fiscal year in the future, requiring a method for segregating and accounting for such encumbered funds, and

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

RESOLVED, to establish a Capital Project Fund, identified as “HG,” to allow for segregated accounting for the Town of Lansing’s DPW facility, and

RESOLVED, to establish a Capital Project Fund, identified as “HH,” to allow for segregated accounting for capital equipment with manufacturing lead times greater than one fiscal year in the future.

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

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

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on December 18, 2024.

RESOLUTION REQUESTING REDUCTION OF SCHOOL SPEED LIMIT FOR WILDMAN ROAD

RESOLUTION 24-

RESOLUTION REQUESTING REDUCTION OF SCHOOL SPEED LIMIT FOR WILDMAN ROAD

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

WHEREAS, the Town Board of the Town of Lansing has received a request from the Town of Lansing Highway Superintendent about the volume of traffic and the safety of students, faculty, drivers, and pedestrians on Wildman Road, a Town public highway that runs parallel to State Route 34 and services the elementary, middle, and high schools of the Lansing Central School District, which roadway is primarily used by students who walk upon and use such roadway in relation to attending school and school events; and

WHEREAS, Wildman Road is a Town Highway and the Town of Lansing Highway Superintendent requests a reduction in the school zone speed limit to 15 MPH Monday through Friday between the hours of 7:00 am through 6:00 pm (at all other times, the posted school zone limit of 25 MPH would thus remain in effect); and

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

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

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

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

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on December 18, 2024.

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

Tompkins County Youth Services Board - December 9, 2024 – not able to attend

Lansing Fire Commissioners - December 3, 2024 -

Calls in August: Fire: 46 EMS: 54 Total calls: 100 Total for year: 1129

Discussed large incidents, trainings, and purchases, and equipment purchases.

December 10th had Board of Commissioner election.

Personnel Management Committee – December 4, 2024 -

Reviewed status on Cell Phone reimbursement, uniforms and set meeting schedule for 2025.

Lansing Zoning Board of Appeals - December 10, 2024 -

Agenda: 0 N. Triphammer Road - Use variance – solar facility - reviewed and approved the SEQR and approved the variance request.

MOTION TO ENTER EXECUTIVE SESSION

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

AT _____ PM.

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____

MOTION TO EXIT EXECUTIVE SESSION

Councilperson _____ moved to **EXIT EXECUTIVE SESSION AT _____ PM.**

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____

MOTION TO ADJOURN MEETING

Councilperson _____ moved to **ADJOURN THE MEETING AT _____ PM.**

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____