

REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room Wednesday, December 17, 2025 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 <u>www.lansingtownny.gov</u>, click on the "YouTube" Icon (red square) located on the bottom left corner of our Home Page.

- 1. Call Meeting to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Privilege of the Floor: Limited to 20 Minutes with a Maximum of 3 Minutes per Speaker
 - a. Optional Board Member Responses Maximum 2 Minutes per Board Member
- 5. Reports
 - **a. Department of Public Works Report** Mike Moseley
 - b. **Parks and Recreation Report** Patrick Tyrrell
 - c. Director of Planning Report -
 - d. Town Clerk Report Debbie Munson
 - e. **Lansing Community Library Report** Annie Johnson
 - **f.** Lansing Youth Services Report Richard Alvord
 - g. **Tompkins County Legislator Report** Mike Sigler

6. Consent Agenda

- <u>a.</u> Motion Authorizing Town of Lansing Supervisor to Sign Agreement Between the Town of Lansing and Foodnet Meals on Wheels
- <u>b.</u> Motion to Accept Donation from Wildlife Resolutions for Electric Installation in the Lansing Town Ball Field Dugouts
- Motion Authorizing Town Supervisor to Sign 2026 Cornell Cooperative Extension of Tompkins County Agreement
- d. Motion Approving Susan Brock, ESQ., as Special Counsel for the Town of Lansing for Legal Services for 2026
- e. Resolution Authorizing Town Supervisor to Execute 2026 Counsel Engagement Letter with Guy K. Krogh

- f. Resolution Requiring Exact Amount for Cash Tax Payments
- g. Resolution Establishing Schedule of Regular Town Board Meetings
- <u>h.</u> Resolution Approving Dog Control and Shelter Agreement with Country Acres Pet Services
- <u>i.</u> Resolution Appointing Receiver of Taxes and Deputy Receiver of Taxes for 2026 and 2027
- j. Resolution Reappointing Member to the Lansing Housing Authority
- k. Resolution Reappointing Members to the Town of Lansing Parks, Recreation and Trails Working Group
- <u>l.</u> Resolution to Adopt the 2026-2030 Capital Improvement Plan
- m. Resolution to Appoint Subcommittee of Personnel Management Committee
- n. Resolution Authorizing Shared Services Agreement Between NYSDOT and Town of Lansing Highway
- o. Resolution Approving Audit and Budget Modifications and Supervisor's Report
- <u>p.</u> Resolution Approving Consent Agenda

7. Motions and Resolutions

- <u>a.</u> Motion Approving Letter to Tompkins County Industrial Development Agency Regarding Pilot and HCA Agreement with Yellow Barn Solar
- <u>b.</u> Resolution Approving Terms of Host Community Agreement in Connection with Yellow Barn Solar Project
- c. Resolution Approving Highway Department Purchase of Replacement Vehicle and Equipment
- d. Resolution Awarding Contract for Town of Lansing 2025 Roof Replacement Project

8. Board Member Reports

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

9. Work Session

10. Executive Session if Needed

a. Motion to Enter/Exit

11. Adjourn Meeting

a. Motion to Adjourn Meeting

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



DEPARTMENT OF PUBLIC WORKS REPORT December 2025

NEW DEPARTMENT OF PUBLIC WORKS BUILDING:

- The Town of Lansing continues to collaborate with LeChase on the development of the new Department of Public Works (DPW).
- The Salt Barn has been completed and functioning as designed.
- The last concrete foundation footer for the new DPW was placed on Monday am 12/8/25.
- The last of your concrete piers were placed on 12/12/25.
- The storm structures for drainage started on 12/9/25 at the Northeast corner of the project.
- NYSEG has placed the last pole for the new electrical service to site, we're expecting the Temp service to be completed by the end of 2025.
- The new DPW building is well under way, column lines 11,10,9,8,7,6 are standing with roof girts installed.
- Laying block (interior partitions) for the new DPW is well under way, the exterior split face block will begin on 12/18/25.
- The under-slab mechanicals (plumbing and electrical) will begin 12/22/25.

WINTER MAINTENANCE:

• Winter has arrived in Lansing, and our dedicated crew members are working tirelessly to ensure the roads are plowed, salted, and safe for everyone in the community.

WATER AND SEWER MAINTENANCE:

- The DPW would like to recognize and thank the crew members who worked diligently through the night and into the next morning to repair three-watermain breaks on East Lake Road and Bolton Point Road.
 - o Kevin Price, Tom Policay, Dave Boyes, Patrick Nedrow, Kevin May, Nolan Hatfield, Jerry Lobdell, Owen Davis, Corey Sill and Doug Milliman.
- The DPW extends its appreciation to the crew members who worked diligently in the early morning hours to repair a three-valve water failure at Farrell Road and Brookhaven Drive
 - o Jamar Redmond, Tom Policay, Scott Hollister, Scott Purcell, Jake Hall, Owen Davis, Brandon Gavitt, Doug Milliman, Kevin Price, Nolan Hatfield and Patrick Nedrow.

LIGHTING DISTRICT:

• Lakewatch light district has officially upgraded to LED lights.

OFFICE:

The Town of Lansing's Department of Public Works would like to thank Scott Hollister for his 33 years and 10 months of service to the Town. Congratulations on your retirement, Holly!

Best wishes for the next chapter in your life!

- The Town of Lansing continues to work hand and hand with the Village of Lansing and the Village of Cayuga Heights regarding the Intermunicipal Agreement for Sewer District One.
- The DPW worked hand and hand with John Howell, President of Lansing Historical Association, to place the post for the Historical Sign on Ludlowville Road.
- NYSEG's Gas Department informed the Town of Lansing that it will be able to connect to natural gas, which will supply power to the stand-alone generator for Farrell Road sewer lift station.

INTERMUNICIPAL

• The Lansing DPW's Vac-Truck assisted Tompkins County Highway with exposing and finding utilities on Pinetree Road.

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

- Commissioner Meeting with Bolton Point: Responsible for passing resolutions that govern Bolton Point.
- Engineering and Operations Meeting with Bolton Point: *Responsible for the infrastructure of the municipalities that make up Bolton Point.*
- Highway Barn Committee: Responsible for working with architects, engineers, and construction managers on the design and development of the new Department of Public Works facility.
- Water, Sewer, and Stormwater Committee (WSSC): Responsible for evaluating proposals relating to the Town's water, sewer and stormwater. The goal is financial and engineering analysis.
- Lansing Town Department Heads Meetings.
- Capital Improvement Committee.
- Personnel Management Committee.



December Town Board Report

Recreation:

- Current Programs include Boys and Girls basketball, Cheerleading, Horseback Riding, Indoor Soccer, Skating, Hitcats Winter Program, WaterCats Swimming, Wrestling, YogaChi, Strength and Stretch, Cardio Step, Adult Volleyball, and Adult Swim.
- Half of the ballfield electric project is completed; we were able to get Phase One in and inspected to use for the Christmas tree lighting on December 6th. Thank you to Al Budd and John Hatfield for all your work. Phase Two will be completed around the holidays.
- Thank you to the Lansing Events Committee for organizing the annual Christmas Tree lighting again this year. I would also like to thank Salt Point Brewery for bringing over their portable stage for the Events Committee to use.
- And a huge thank you to Moore's Tree Farm for the donation of the Christmas tree this year.
 Our largest one yet, 5100 lights!
- We have purchased a wireless mic and speaker for our adult programming.
- Programming fees will be going up slightly for 2026.

Parks:

- Our staff is continuing to work on water lines in Myers Park and valve build outs to help us better manage any leaks in the future.
- Our sailboats have been covered for the season.
- The Calisthenics station pad has been prepped, and we will begin installation when we can fit it into our schedule, hopefully soon.
- Several new trees have been planted in Myers Park, Salt Point and Ludlowville Park.
- Our staff will begin dock work at Myers Park soon.
- The staff will be servicing and winterizing some equipment for storage.
- We will be cutting a couple of trees at Salt Point due to beaver damage. We are monitoring this situation closely.
- We are working on several grants for a new accessible canoe/kayak launch.
- Boat Slip lottery applications will be going out this week for 2026. Applications are due back January 30th. Please pick one up in our office or print one from our website. This is for a three-year slip term.
- We are looking into expanding our camping options, this would be "dry" camping with no electric.
- There will be minor fee increases to some of our amenities at Myers Park.

Trails

- We are currently working on several ditch crossings.
- "Caution: Hunting" signs have been posted to make walkers aware that it is deer season until January 2nd. No hunting is allowed on Town property.
- We will be replacing boot brushes in the parking lot.
- Some trail equipment has been stored for the winter.
- We will be mowing field meadows soon with large brush mower.
- The trail parking lot will be plowed for walkers this winter.
- The MJ team has nearly completed the Lansing Greenway Phase One feasibility study, we should have that in front of the Town Board soon.

Town Hall/Community Center:

- Halco has stated the Geothermal installation for the Town Hall. The ball fields have been torn up more than anticipated; this will create tremendous amount of work for us in the Spring. We will also be losing some storage space in the basement for the new system to be connected.
- The Community Center furnace has been an issue again. We managed to repair it ourselves before the chilly weather hit this week.
- The Court office in floor heat is not working, their office is very cold. We cannot get parts for it
- 17th Annual Lansing Artisan Fair was held at the Lansing Community Center and Lansing Town Hall. All the reviews have been positive.
- The new sound system in the court/board room seems to be working very well. We have received lots of positive feedback. Thank you, Scott Hollister for all your help.
- Several outside lights have been replaced.
- Most of the Town banners have been taken down for the winter, we have a couple more to grab this week.

As always, thank you to our DPW for loaning their equipment to our department and other collaboration efforts.

This is only a very brief overview of what the Parks & Recreation department does. If you have questions or would like to meet with me one on one, please let me know.



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD December 2025

Submitted by Annie Johnson

- 1. Don't forget that if the Library is closed, you still have access to Libby, Hoopla, and Kanopy!
- 2. The library continues to provide free delivery to Woodsedge. The library also has a mobile wireless hotspot available for check out. The Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
- 3. Learn to play American Mah Jongg every Wednesday at 10:00 am.
- 4. 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.
- 5. 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.
- 6. Chair Yoga is offered every Monday at 9:45 am (new time!).
- 7. Learn T'ai Chi on Fridays at 10:30 am.
- 8. There is a year-round book sale at the Library. Book donations are currently paused.
- 9. Story times for the month at 10:30: Stay N Play (12/4), Astronaut Adventure (12/11), and Holiday Magic (12/18).
- 10. The Friends hosted the Artisan Fair on December 5th and 6th.
- 11. There will be a Winter Take and Make craft available for pick up on December 15th.
- 12. There will be a Winter Weather Clothing Drive. Drop off items anytime at the library during open hours.
- 13. Holiday Hours: 12/22: 10-5, 12/23: 10-5, 12/24 12/28: CLOSED, 12/29: 10-5, 12/30: 10-5, 12/31-1/1: CLOSED

Lansing Youth Services December 2025 Report

Game On! Mondays, 11/3 – 12/15 Life Skills: Planning/ Organizing, Teamwork

Game on is back in action with very busy participants. The program has been focused around board games like chess, checkers, pickup sticks, many versions of Uno, Rummikub. One group has even been creating their own board game with some very intricate rules and characters. Students get to play these games while conversing and enjoying each other's company, away from screens. The classic game of pickup sticks has become very popular, resulting in tournament style play with their competitive instructor challenging the group.

Outdoor Adventure: Base Camp Tuesdays, 11/4 - 12/16 Life Skills: Learning to Learn, Critical Thinking

This rendition of Outdoor Adventure is focused on learning camping skills. With a winter camping trip in the works, the group has been talking a lot about preparedness and what it looks like to winter camp, how to dress, stay dry, safe travel over snowy conditions and making fire in these conditions. Campfire cooking and snow shelters are up next to finish out this round and provide options for the upcoming trip. Time is allowed for participants to play their game of "campture the flag", which is inspired by one of our veteran participants who presents a different scenario each week that is based on historical battles.

The Art Factory Wednesdays, 11/5 – 12/17 Life Skills: Learning to Learn, Marketable Skills

Participants completed crafts to sell at the Lansing Artisan Fair. Youth were presented with the finances of the materials and worked through appropriate pricing for the crafts they created. Participants completed a "quality control" check to make sure what was made was presentable. At the Fair, we had four students attend the event to sell their goods, doing a wonderful job talking to patrons and promoting their products. This year was the first year selling completely out of a product- the hot coco reindeer! It also resulted in the most profitable year, which will fund their end of year party. The group will also go shopping for gifts for a family sponsored by the Salvation Army so they have gifts and meals for the holiday season.

Mad Science Thursdays, 11/6 – 12/18 Life Skills: Teamwork, Learning to Learn

Mad Science has returned! Although schedules have affected the amount of program days, they have been busy! The most popular activity has been matchstick tip rockets. The first day resulted in lots of failed rockets, so the group wanted to try again, and the second day saw lots of mini rockets soaring with a satisfying smoke trail behind their rockets, with some traveling about 30 feet! Students also LOVED the teambuilding activity of duct taping a teammate to the wall to see how long they would stay suspended. Students are now working on popsicle stick bridges and will test them to see how much weight they can hold!

Youth Employment

Youth Employees have been continuing to assist with two Lansing Youth Services programs, both excelling in leadership and taking initiative. They are gaining skills that will most definitely carry over to their future workplaces. Our team at the Lansing Public Library has stayed strong and feedback has shown they are growing professionally, with a very positive mentor that works at the Library and provides great guidance to the youth employees. In the new year, additional placements are anticipated in the elementary and high schools!

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, 2026, 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, 2026 through December 31, 2026.
- 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: | |
|----------------------|--|
| Date: <u>8/11/25</u> | Town of Lansing |
| | alga |
| | 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 M25

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, 2026 to December 31, 2026, Town will pay Contractor \$4,750 for 2026 services.

MOTION TO ACCEPT DONATION FROM WILDLIFE RESOLUTIONS FOR ELECTRIC INSTALLATION IN THE LANSING TOWN BALL FIELD DUGOUTS

MOTION M25

MOTION TO ACCEPT DONATION FROM WILDLIFE RESOLUTIONS FOR ELECTRIC INSTALLATION IN THE LANSING TOWN BALL FIELD DUGOUTS

Motion to accept a donation of \$2000 from Wildlife Resolutions for electric materials for Lansing Town Ball Field dugouts, to be installed by Al Budd certified electrician at no charge to the Town. All work to be inspected per Town of Lansing/NYS code.

MOTION M25

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

Motion authorizing Town of Lansing Supervisor to sign 2026 agreement between Cornell Cooperative Extension of Tompkins County and Town of Lansing, Term of Agreement January 1 through December 31, 2026.

SUSAN H. BROCK

Attorney at Law 12 Pheasant Way Ithaca, New York 14850

Telephone: 607-277-3995 E-mail: brock@clarityconnect.com

Facsimile: 607-277-8042

December 15, 2025

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 2026 is \$305. Any paralegal time will be billed at \$185/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 15, 2025 Page 2

Signature:

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,

Lugan Hajda brock

Susan H. Brock

Date: _____

MOTION M25

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 2026 for legal services for the Town when Attorney Guy Krogh has a conflict of interest or otherwise requires backup.

Guy K. Krogh
Thomas D. Cramer
Katrina Thaler Medeirost
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 ____, 2025

Town of Lansing 29 Auburn Road Lansing, New York 14882

Re: 2026 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, 2026.

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 2026 is \$450 per hour, and municipal clients are provided with a 20% to 25% discount upon such rates. Thus, for this Agreement, billing rates for 2026 for attorneys is agreed at \$340.00 per hour, and paralegals will be billed at \$240.00 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 MUNICPAL 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

Section 6, Item e.

engaged in such other matter; (iii) appropriate measures are taken to assure that non-public proprietary an 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.
- 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.

Section 6, Item e.

- 7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telep 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 25

RESOLUTION APPROVING AND AUTHORIZING TOWN SUPERVISOR TO EXECUTE 2026 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 2026 counsel engagement letter.

RESOLUTION REQUIRING EXACT AMOUNT FOR CASH TAX PAYMENTS

RESOLUTION 25-

RESOLUTION REQUIRING EXACT AMOUNT FOR CASH TAX PAYMENTS

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

WHEREAS, the last penny was minted on November 12, 2025, at the U.S. Mint in Philadelphia, PA, and

WHEREAS, banks are no longer able to purchase any additional pennies, and

WHEREAS, tax bills must be paid exact to the penny and the Lansing Receiver of Taxes may not be able to make change, and upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED, that cash tax payments are required to be made for the exact amount of the tax bill, beginning January 1, 2026.

RESOLUTION ESTABLISHING SCHEDULE OF REGULAR TOWN BOARD MEETINGS

RESOLUTION 25-03

RESOLUTION ESTABLISHING SCHEDULE OF REGULAR TOWN BOARD MEETINGS

RESOLVED, that the Lansing Town Board will hold the Regular Town Board Meetings at the Town Hall Board Room, 29 Auburn Road, Lansing, New York on the third Wednesday of each month at 6:30 PM except for: (i) the February meeting, which shall be held on February 19, 2026; and (ii) budget meetings to be held upon September 23, 2026 and November 4, 2026, each at 6:30 PM.

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 \$100.00 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."
- a. In consideration for the above-mentioned services and for maintenance of the shelter, the Town shall remit to Country Acres \$24,900 per year to be disbursed as \$2,075.00 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, 2026 and will expire December 31, 2026.

Country Acres Pet Services Lindsay Andersen, ACO Gracie Hubbard, 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 25

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 2026 Dog Control and Shelter Agreement between the Town of Lansing and Country Acres Pet Services is for a term commencing January 1, 2026 and ending December 31, 2026; and
- 4. The Town Supervisor of the Town of Lansing is hereby authorized to sign said agreement.

RESOLUTION APPOINTING RECEIVER OF TAXES AND DEPUTY RECEIVER OF TAXES FOR 2026 AND 2027

RESOLUTION 25

RESOLUTION APPOINTING RECEIVER OF TAXES AND DEPUTY RECEIVER OF TAXES FOR 2026 AND 2027

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

WHEREAS, the Receiver of Taxes, an appointed public officer of the Town, term expires on December 31, 2025, and the January meeting is not until after Town and County Tax bills are issued such that a Receiver of Taxes needs to be duly so appointed for the next term; and

WHEREAS, after due deliberation thereupon, the Town Board of the Town of Lansing has hereby Resolved as follows:

- 1. Deborah Munson be and hereby is appointed as the Town of Lansing Receiver of Taxes for a two-year term effective January 1, 2026, at the salary therefor as set forth in the approved 2026 budget, to be paid in equal installments throughout 2026 and 2027 in accord with the Town's regular payroll schedule.
- 2. Jessica Hall be and hereby is appointed as the Town of Lansing Deputy Receiver of Taxes for a two-year term effective January 1, 2026, with such duties as are assigned by the Receiver of Taxes.

RESOLUTION REAPPOINTING MEMBER TO THE LANSING HOUSING AUTHORITY

RESOLUTION 25

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, 2025; and

WHEREAS, after a search for eligible and qualified candidates, Connie Wilcox, 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. Connie Wilcox is hereby reappointed to the Lansing Housing Authority for a 5-year term, with such term effective January 1, 2026 through December 31, 2030; and
- 2. The Town Clerk shall administer the oath of office for such reappointment.

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

RESOLUTION 25

RESOLUTION REAPPOINTING 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 members of the Parks, Recreation and Trails Working Group are subject to reappointment and all current members desire to serve another one-year term, 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, 2026: Patrick Tyrrell, Carolyn Greenwald, Kristin Hopkins, Jack Young, Bruce Barber, Chris Pettograsso, Joseph Wetmore, Johnathan Licitra, Sharon Anderson, Katrina Binkewicz, Jay Dietershagen and Jenn Pluta.

Town of Lansing Capital Improvement Plan 2026-2030



Ruth Groff – Supervisor/Chief Budget Officer
Joseph Wetmore – Councilperson/Deputy Supervisor
Judy Drake – Councilperson
Laurie Hemmings – Councilperson
Christine Montague - Councilperson

THIS PAGE RESERVED FOR A COPY OF THE RESOLUTION ADOPTING THE CAPITAL PLAN

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BACKGROUND

The Town of Lansing was incorporated in 1817. It is the second largest town in Tompkins County, with 60.5 square miles of land, and the third most populous town in the county.

Lansing's population has nearly doubled in the last 50 years, expanding from 5,972 in 1970, to 11,565 in 2020. With that growth came the expansion of existing services and programs, but the current town facilities struggle to accommodate the growing staff needed to maintain necessary services and programs that benefit the residents of Lansing.

As the town ages, a good portion of its infrastructure is either failing or becoming obsolete, so the town faces difficult decisions around repairing or replacing buildings, water lines, equipment, and any assets that no longer function as needed.

These factors are the driving force behind a town's budget and are what create the need for thoughtful planning that will allow the town officials to develop fiscally responsible budgets. A sound budget is one that allows for the necessary maintenance and growth of a municipality, and one that can prioritize and justify the expenditures of public money.

WHAT IS A CAPITAL IMPROVEMENT PLAN

A Capital Improvement Plan (CIP) is not a commitment to fund requested projects, but rather a schedule of necessary and/or desired public physical improvements and possible funding sources. Projects that are considered a recurring operating expense are generally not included in a CIP.

A CIP is intended to provide consistency between the town's capital improvement plans and town priorities as articulated in the Comprehensive Plan. Coordinating these helps ensure that local investments are in line with local and regional goals and funding sources. This allows the town to plan ahead for grant funding that generally becomes available from New York State in late May and allows for a solid basis for annual budgets and long-term financial plans.

CRITERIA

The following guidelines determine what qualifies as a CIP project:

- Relatively high monetary value (at least \$50,000)
- Long life (at least five years)
- Results in creation of a fixed asset, or the revitalization of a fixed asset

Included within the above definition of a capital project are the following items:

- Construction of new town facilities
- Remodeling or expansion of existing facilities
- Purchase, improvement, and development of land
- · Operating equipment and machinery for new or expanded facilities
- Planning and engineering costs related to specific capital improvements
- Vehicles and other large equipment
- Road construction, reconstruction, resurfacing, or renovation

CAPITAL PROJECT PRIORITIZATION

The projects in this plan have been prioritized through a needs assessment which considers health and safety, environmental effects, feasibility, risk, community and taxpayer benefits, specific needs or demands, legal mandates, quality of life, and inclusion in the Comprehensive Plan.

The prioritization levels are as follows:

- High Priority included in the 2026 budget
 - Deemed to be necessary and vital with immediate need
- Medium-High Priority
 - Deemed necessary but are not included in 2026 budget
 - Possibility of inclusion in 2026 dependent on HCA funds from solar projects
- Medium Priority
 - Deemed to be necessary but without urgency
- Low Priority
 - Deemed not to be necessary but having strong resident support

FUNDING SOURCES

Funding for Capital Projects can come from the taxpayers or from outside sources:

From taxpayers:

- Property Taxes based on a rate per \$1,000 of assessed property value
- District Taxes special districts, such as water, sewer, or stormwater, are assessed a set amount based on the number of units in a district
- Sales Tax the 8% sales tax collected in Tompkins County is allocated with the first 4% going to the County, and the remaining 4% going to the Towns, allocated proportionately based on population

From outside sources:

- Aid county, state, and federal aid for certain programs and services
- Grants from private organizations, county, state, or federal for specified programs, services, or projects
- Host Community Agreements annual revenues based on a set rate per MW from solar and wind projects over the life of the project
- In-kind agreements with other municipalities to assist with such services as road, sewer, or water line repair
- Bonds funding from bonds is a way to finance large dollar projects and allow for debt service payments from the town over an extended period, which reduces the amount needed to assess the taxpayers in any one given year

The budgetary effects listed for each project in this report represent additional amounts to the Town's budget.

HIGH PRIORITY - PROJECTS INCLUDED IN 2026 BUDGET

Department of Public Works (DPW) Facility

Department: DPW, Planning and Code Enforcement

Needs assessment: High Priority

Town Board approval: Resolution 22-96 (5/18/2022), 22-127 (11/16/2022)

Date started: Feasibility and project design started 2022, construction started 2025

Estimated project cost: \$22,000,000, bond approval 8/21/2024, Resolution 24-135

Budgetary status: \$1,770,000 BAN received 12/19/2024 to cover soft costs, and

\$19,230,000 BAN received 8/20/2025 for 2025 and 2026 construction costs

Useful life: 50 years

Funding source(s): 30-year bond paid by Property Tax; Sales Tax; and Special District Assessments; allocations based on utility of square footage of buildings and historical labor allocations

Justification: To accommodate a growing fleet of trucks, address safety issues with existing facilities, and add needed office space for highway staff and additional departments currently housed in the Lansing Town Hall.

Description: The current Highway Department building was built in 1968, to accommodate thirteen highway employees, a fleet of trucks half the size of today's fleet, and with no anticipation of organizational changes to include any other department within its walls. Lansing has doubled not only its population since then, but the fleet of trucks has doubled, and equipment for maintenance of roads, sewers, water lines, stormwater districts, and parks has increased dramatically. The Highway Department staff is now at 17 full-time employees, with ninety-four miles of road to maintain. Technology has changed to provide more efficiencies and safety features, which the existing building does not contain. The current structure has a lengthy list of deficiencies to include outdated systems, elements in disrepair, asbestos containing materials, insufficient space for staff and trucks, roof leakage, cracking concrete, lack of insulation, building envelope condition issues, poor lighting, poor ventilation, and no sprinkler system. The demands on staff are ever-increasing as the town grows and as government mandates increase, therefore the need for more office space is ever more pressing. The new campus will include a new fuel island and tanks, which will allow the town to have an updated monitoring system regarding the consumption of gasoline and diesel fuel, improving the town's ability in the areas of security, reliability, billing, leak detection, and reordering. Building a new larger facility to accommodate the current fleet of trucks and a growing staff will provide critical safety features, efficiencies in day-to-day business, and will accommodate staff overflow from the Town Hall.

Department of Public Works (DPW) Facility (Continued)

Preliminary estimate of expenditures for first five years:

| Cost of Project: | \$ 22.000.000 | | 2026 | _ | 2027 | _ | 2028 | - | 2029 | - | 2030 |
|------------------------|---------------|----|--------------|----|---------------|----|---------------|----|---------------|----|---------------|
| , | ,,, | | | | | | | | | | |
| Expenditures: | | \$ | 635,114 | \$ | 1,276,863 | \$ | 1,275,925 | \$ | 1,279,425 | \$ | 1,277,175 |
| | | | | | | | | | | | |
| Assessment Valuations: | | 2, | ,049,298,742 | | 2,131,270,692 | | 2,216,521,519 | | 2,305,182,380 | | 2,397,389,675 |
| Property Taxes: | | \$ | 215,817 | \$ | 433,878 | \$ | 433,559 | \$ | 434,749 | \$ | 433,984 |
| Tax Rate per \$1,000: | | \$ | 0.11 | \$ | 0.20 | \$ | 0.20 | \$ | 0.19 | \$ | 0.18 |
| Sewer District Tax: | | \$ | 26,392 | \$ | 53,117 | \$ | 53,078 | \$ | 53,224 | \$ | 53,130 |
| | 11-1- 070 | \$ | 39 | \$ | | - | | \$ | 79 | \$ | 79 |
| Per Unit Per Year: | Units = 6/2 | Ф | 39 | Ф | 79 | Ф | 79 | Ф | 79 | Ф | 79 |
| Water District Tax: | | \$ | 157,403 | \$ | 316,407 | \$ | 316,174 | \$ | 317,042 | \$ | 316,484 |
| Per Unit Per Year: | Units = 3,452 | \$ | 46 | \$ | 92 | \$ | 92 | \$ | 92 | \$ | 92 |
| Sales Tax: | | \$ | 235,502 | \$ | 473,461 | \$ | 473,113 | \$ | 474,411 | \$ | 473,576 |

Replacement of HVAC System in Town Hall

Department: Town-wide

Needs assessment: High Priority
Town Board approval: 9/18/2024

Expected start date: 2026

Estimated project cost: \$206,560

Budgetary status: Reimbursement grant awarded for \$90,000; \$40,000 encumbered in

2025; and \$60,000 from reserves

Useful life: 20 years

Funding source(s): Property Tax; New York State Energy Research and Development

Authority (NYSERDA) Grant; and reserves

Justification: To secure health, safety, and comfort of Town staff and visitors

Description: The Lansing Town Hall is a single-story office building built in 1999 and is comprised of approximately 8,200 square feet. The building is heated using a 220,000 btu natural gas fired condensing boiler with radiant floor distribution. However, a recent boiler replacement has rendered much of the radiant floor heating system non-functional. The building is cooled using a split DX system with ducted air handlers. The existing cooling and ventilation system is considered near or past the end of its useful life. Hot water is provided through a 40,000 btu gas fired power vented tank heater with recirculation. Today, and for many years prior, the heating and cooling of this structure has been inconsistent, with offices in one part of the building being extremely warm, while others are uncomfortably cool, and yearly the Town spends thousands on band-aid repairs just to keep the system functioning.

As many of the systems are improperly functioning and most are at the end of their useful life, the Town Board has deemed it necessary to replace the system with an updated and environmentally friendly system, considering either ground-source heat pumps.

Preliminary estimate of expenditures for first five years:

| | | 202 | 6 | 2027 | 2028 | 2029 | 2030 |
|------------------------|---------------|----------|-------|------|------|------|------|
| Cost of Project: | \$ 206,560 | | | | | | |
| NYSERDA Grant: | \$ 90,000 | | | | | | |
| Encumbered 2025: | \$ 40,000 | | | | | | |
| Reserve: | \$ 60,000 | | | | | | |
| | Net of grant, | | | | | | |
| Expenditures: | ■ 0.0 | \$ 16 | 5,560 | | | | |
| Assessment Valuations: | | 2,049,29 | 8,742 | | | | |
| Tax Rate per \$1,000: | | \$ | 0.01 | | | | |

Generators for Warren Road Sewer District and Consolidated Water District (CWD)

Department: DPW

Needs assessment: High Priority

Town Board approval: None at this time

Expected start date: 2026

Estimated project cost: \$270,000 (4 generators at approximately \$60,000 each plus

infrastructure and accessories)

Budgetary status: \$30,000 encumbered in 2025

Useful life: 10-12 years

Funding source(s): Special District Tax

Justification: To provide two generators for the Warren Road Sewer District pump station to ensure proper flow for the sewer system in that area during power outages in order to safeguard sanitary conditions for residents, and two generators for the Consolidated Water District to prevent water shortages during power outages

Description: The Town currently has one mobile generator for use on water and sewer lines, but in the event of extensive power outages the water and sewer infrastructure requires multiple generators to keep the water and wastewater moving effectively. In 2024, there was a wide-sweeping and extended power outage, at which time Lansing requested a generator to be loaned from Ithaca. Ithaca complied, but that generator did not match up to our system. Should there be another lengthy outage, then Lansing will need to have generators to operate the many lift stations in the community to ensure proper wastewater flow for health and safety measures and to ensure uninterrupted water flow to residents.

Preliminary estimate of expenditures for first five years:

| | | _ | 2026 | , <u> </u> | 2027 | 2028 | 2029 | 2030 |
|---|---------------|----|-----------------|------------|-----------------|-----------------|------|------|
| Cost of Project: | \$ 278,000 | | | | | | | |
| Previously encumbered: | \$ 30,000 | | | | | | | |
| Expenditures: | | \$ | 61,000 | \$ | 124,000 | \$ 63,000 | | |
| Sewer District Tax: Per Unit Per Year: | Units = 686 | \$ | 61,000 88.92 | | 62,000 90.38 | \$ - | | |
| Water District Tax: Per Unit Per Year: | Units = 3,486 | \$ | - | \$ | 62,000 17.79 | 63,000 18.07 | | |

MEDIUM-HIGH PRIORITY PROJECTS

Myers Park Bathroom and Shower Renovations

Department: Parks and Recreation

Needs assessment: Medium-High Priority

Town Board approval: Pending

Expected start date: 2026

Estimated project cost: \$570,000

Budgetary status: Expected Host Community Agreements, one is fully executed, second

is pending

Useful life: 15-20 years

Funding source(s): Property Tax; Host Community Agreement funds from solar projects;

and grants

Justification: To replace current bathroom and shower facilities to provide functional and

modern conveniences to park visitors

Description: The residents of Lansing have for decades been enjoying Myers Park as a refuge for families and friends, with all the amenities that facilitate a variety of experiences, including boating, swimming, picnicking, music in the park, camping, and beautiful, relaxing views from the shores of Cayuga Lake. One of the conveniences that this park offers is access to a shower and bathroom facility, which is nearing the end of its useful life. This outdated and deteriorating facility is not, in its current condition, of the quality expected by the residents of Lansing and all the visitors to the park, and more importantly, often not functional. Myers Park is the flagship of the Lansing Parks system, and its visitors expect conveniences that are modern and functional.

Consolidated Water District Water Line Replacement, Project #1

Department: DPW

Needs assessment: Medium-High Priority

Town Board approval: None at this time

Expected start date: 2027

Estimated project cost: \$1,500,000

Budgetary status: None at this time

Useful life: 50-100 years

Funding source(s): 15-year bond paid by Special District Tax

Justification: To maintain current level of service, and mitigate health and safety issues

Description: Frequent water main breaks, caused primarily by corrosion of the ductile iron pipe, have occurred along portions of Ridge Road, Buck Road, and Brickyard Road. The total length of the main to be replaced is roughly 3,900 feet. It is necessary to maintain domestic water service for customers along Ridge Road and Buck Road during the main replacement. To that end, a small diameter temporary water main will be installed prior to demolition and replacement of the existing pipes. It may be possible to install a parallel pipe along Brickyard Road while the existing main is in service. This would avoid the need for a temporary pipe along Brickyard Road. All work will be completed under a public works contract procured through competitive bidding. Replacement of these failing pipe segments will minimize customer disruption and loss of fire protection that results from untimely main breaks.

Note that the original ductile iron main is the corrosion issue, but as with all the recent extensions, the replacement mains will be protected with an encasement. This is to say that no further replacement is expected any time soon as the lifetime of the mains changes from approximately 35 to 40 years with no encasement, to approximately 80 to 100 years for the encased material.

Consolidated Water District Water Line Replacement, Project #2

Department: DPW

Needs assessment: Medium-High Priority

Town Board approval: None at this time

Expected start date: 2027

Estimated project cost: \$732,500

Budgetary status: None at this time

Useful life: 50-100 years

Funding source(s): 10-year bond paid by Special District Tax

Justification: To maintain current level of service and mitigate health and safety issues

Description: Frequent water main breaks, caused primarily by corrosion of the ductile iron pipe, have occurred along a 950-foot portion of E. Shore Drive north of Drake Road. This length of main will be replaced in kind and it will be necessary to maintain domestic water service for customers along E. Shore Drive during the main replacement. To that end, a small diameter temporary water main will be installed prior to demolition and replacement of the existing pipe. Within the McKinney's Point neighborhood there are small diameter pipes located west of the NS railroad that have been encroached upon over many years by several residential structures. In the event of a main break, access to the pipes for repairs would be hampered by these structures. A long-term shutdown of the water system west of E. Shore Drive would be required in order to effect repairs under or adjacent to the residential structures. A replacement distribution main roughly 660 feet in length will need to be installed within or adjacent to the NS railroad right-of-way to avert this current condition. New lead-free water services will also be installed concurrently with the new main. The work will be completed under a public works contract procured through competitive bidding. Replacement of the failing pipe along E. Shore Drive will minimize customer disruption and loss of fire protection that results from untimely main breaks.

Note that the original ductile iron main is the corrosion issue, but as with all the recent extensions, the replacement mains will be protected with an encasement. This is to say that no further replacement is expected any time soon as the lifetime of the mains changes from approximately 35 to 40 years with no encasement, to approximately 80 to 100 years for the encased material.

Trails and Sidewalks

Department: Town-wide

Needs assessment: Medium-High Priority

Town Board approval: Several approvals in 2024-2025 to accept feasibility study grants

Expected start date: 2028

Estimated project cost: Average \$500,000/mile

Budgetary status: Several feasibility study grants have been awarded in 2024-2025,

totaling approximately \$86,000

Useful life: 30-50 years

Funding source(s): Grants, Property Tax

Justification: To provide alternative access to parks, schools, and neighborhoods, boost the economy, foster environmental awareness, create healthy recreation and transportation options, improve public health, enhance quality of life, and make Lansing a more attractive place to live

Description: The Town of Lansing is surrounded by towns, including the Village of Lansing, that have extensive trail systems, and those trail systems are enjoyed by not only the residents of the county, but by visitors from other parts of the state and country, bringing additional revenue to businesses in the towns. Lansing's Comprehensive Plan supports the addition of a trail system, and trails have long been the focus of Parks and Recreation committees, with the concept that Lansing trails would connect its residents to parks, schools, the town center, neighborhoods, and neighboring municipal trails.

Trails can be an incredible asset to any community because they contribute not only healthy recreational opportunities, but they provide safe routes for children to access schools and parks. Studies have shown that trails benefit communities by providing environmentally friendly transportation options, improve public health, enhance quality of life, and make those communities more attractive places to live. Trails can serve to create a stronger sense of community by bringing neighbors and neighborhoods together.

MEDIUM PRIORITY PROJECTS

Myers Park Renovations – Increased Parking Capacity

Department: Parks and Recreation

Needs assessment: Medium Priority

Town Board approval: None at this time

Expected start date: 2028

Estimated project cost: \$2,979,950

Budgetary status: None at this time

Useful life: 10 years

Funding source(s): 10-year bond paid by Property Tax; grants; and Host Community

Agreement funds from solar projects

Justification: To increase parking capacity by 193 spaces

Description: The Town of Lansing recognizes the desire and need for active lifestyles, so creating welcoming and accessible parks and recreation in the town is crucial. The town understands the role park systems, recreation resources and connections play in promoting community pride, attracting visitors, and supporting the local economy. Myers Park is the flagship of the Lansing Park system, but the facilities at Myers Park are aging and becoming outdated and deteriorating. Areas identified as requiring updates include adding additional parking and RV campsites, as well as adding five tent campsites, upgrade playground, boat and kayak/canoe launches and facility, and ~3,630 feet of lake front without cars. To maintain the quality of our parks, these updates are deemed necessary. Additionally, improvements to the camping, boating, and swimming facilities in the park will generate additional revenues for the Town.

The Town recognizes that this is a multi-million-dollar project, so in consideration of the tax burden such an enormous undertaking would place on the taxpayers of Lansing, the Town has determined that it would be judicious to implement one segment of this project at a time, prioritizing as to need and overall improvement to the park. The Parks and Recreation Department has identified the need for additional parking as a priority, therefore, the Town is including in this CIP the cost of adding 193 new parking spaces at Myers Park.

The Town of Lansing Parks Master Plan, which was adopted by the Town Board on May 18, 2022, itemizes the renovations and the cost of such renovations in Appendix F of the Master Plan. The costs included in the 2022 Master Plan are increased by 20% for this Capital Plan to allow for inflation and increase in the cost of building supplies.

Ludlowville Park Renovation – Expand Parking, and Formalize Trail

Department: Parks and Recreation

Needs assessment: Medium Priority

Town Board approval: None at this time

Expected start date: 2027

Estimated project cost: \$114,875

Budgetary status: None at this time

Useful life: 10 years

Funding source(s): Property Tax; grants

Justification: To provide safety features to an unofficial trail, and increase parking capacity,

which would eliminate parking on residential streets

Description: Ludlowville Park is a gem within the Lansing Park System. It is nestled in the quiet Hamlet of Ludlowville and features one of the area's most spectacular waterfalls. Despite the beauty and tranquility that this park offers, it has not been the beneficiary of trails, overlooks, and accessibility that it deserves. The Town of Lansing Parks, Recreation, and Trails Master Plan identified upgrades to Ludlowville Park that would include adding a bathroom, a pedestrian path, an overlook of the falls, expanded parking, and to formalize a trail that the public has fashioned over the years.

However, as with the Myers Park renovation, the cost of all these upgrades is in excess of one million dollars, and as with Myers Park, the Town has deemed it necessary to prioritize each of these upgrades as to safety and necessity. The formalization of the trail is of highest importance, as it currently poses a safety issue because it is without proper footing and railing. Adding additional parking is deemed a benefit to the residents near the park by eliminating unnecessary street parking by visitors.

Town Ball Fields Renovation – Perimeter Path

Department: Parks and Recreation

Needs assessment: Medium Priority

Town Board approval: None at this time

Expected start date: 2028

Estimated project cost: \$1,167,860

Budgetary status: None at this time

Useful life: 30 years

Funding source(s): 10-year bond paid by Property Tax; grants

Justification: To provide a safer path for parents to use while their children are playing ball, and to create a path that will connect to the proposed greenway that is identified in the Town of Lansing Parks, Recreation, and Trails Master Plan.

Description: The Town Ball Fields are located adjacent to Town Hall and serve as a destination for active recreation within the Town with multiple athletic fields, playground, and pavilion. Connecting the fields with a pedestrian path, expanding parking, and formalizing other amenities are key recommendations for this well-used park. This park is used for more than just recreation and athletic events, it is quite often the gathering place for town events such as the Lansing Parade and the Christmas Tree lighting.

Although the Town plans to expand parking and add or upgrade other amenities, the Town is opting to address individual phases of the improvements at separate times in an effort to keep the tax rate low. Adding a perimeter path was identified in the proposed renovation project for this park and is now being considered as a priority for this park, for safety and practical reasons. Currently there is no path around the park, so when families are at the ball fields with their children, or the public is gathering for other events, walking on the uneven surface of the lawn can be challenging and presents a safety issue. Providing a surfaced path will enhance the experience at the park and mitigate safety concerns.

Additionally, the park is identified in the Master Plan as one segment of the proposed Lansing Greenway trail system, which will flow from Myers Park to the schools, to the town center, and eventually to the Village of Lansing, connecting neighborhoods and parks. So not only will this addition to the park benefit the park itself, but it will also provide a crucial link within the trail system.

Town Hall Renovation

Department: Town-wide

Needs assessment: Medium Priority

Town Board approval: None at this time

Expected start date: 2027

Estimated project cost: \$2,500,000

Budgetary status: None at this time

Useful life: 50 years

Funding source(s): 20-year bond paid by Property Tax

Justification: To reconfigure office space after one department relocates to the new DPW

facility, and to provide a break room for staff.

Description: The current Town Hall building was built in 1999, and after twenty plus years, is no longer functional for the growing staff required to provide services to a growing town. Housed within the Town Hall are the Court/Board room, offices for the Justices and Court Clerks, the Parks and Recreation Department, the Town Clerk's office, the Planning and Code Enforcement Department, the Supervisor's office, and a mail/copy/kitchenette room. The Parks and Recreation Department uses a sizable portion of their office area and part of the basement for storage of uniforms and athletic equipment. The Clerk's department has no more room for additional staff, and no room with a door for private conversations with taxpayers or for seclusion for the staff when attending training webinars. The vacant offices that will be remaining after the Planning and Code Enforcement Department relocates to the new DPW facility will present added space in which to reconfigure or reimagine the square footage of the building.

Parking Lot at Town Hall

Department: Town-wide

Needs assessment: Medium Priority

Town Board approval: None at this time

Expected start date: 2027

Estimated project cost: \$250,000

Budgetary status: None at this time

Useful life: 10 years

Funding source(s): Property Tax

Justification: To provide a safe surface for employees and residents

Description: The parking lot at Town Hall, which is shared with the Lansing Community Library, is reaching the end of its useful life. This project will require cold milling, boxing out of bad spots, drainage replacement, and replacement of the binder course and the top

course or wearing course.

LOW PRIORITY PROJECTS

Ludlowville Road Repair

Department: DPW

Needs assessment: Low Priority

Town Board approval: None at this time

Expected start date: 2028

Estimated project cost: \$2,500,000

Budgetary status: None at this time

Useful life: 30-50 years

Funding source(s): 20-year bond paid by Sales Tax

Justification: To reopen road that provides access to the Lansing schools and the hamlet of Ludlowville, easing traffic congestion during school hours, and providing safer access to Ludlowville during the winter months.

Description: The road that provides additional access to the Lansing schools, as well as additional ingress and egress for the residents of Ludlowville with a lesser grade slope than other routes, collapsed in 2021 due to slope failure, and remains closed. The road has a history of closures due to slope failure, so to reopen the road the Town is prepared to invest in measures to stabilize the slope with extensive drainage mitigation efforts. The Town does not wish to proceed with this project without such measures included. These drainage improvements can provide a lifespan for the road of 30-50 years, as opposed to the historical experience of 5-6 years without. Safety concerns for those who travel on that road, which includes children on buses, is paramount for the Town and its government.

SUMMARY

Projects

| | | | | | | Costs incu | s incurred in each year, net of grants and other fo | | | er funding |
|--------------|------------|---|-------------------|--|------------------|------------------|---|--------------|--------------|--------------|
| | Revenue | | Expected | Grants and | Cost to | | | | | |
| Dept. | Source | Project Name | Costs | other funding | Town | 2026 | 2027 | 2028 | 2029 | 2030 |
| | | | | INCLUDED IN CAF | PITAL PLAN | | | | | |
| HIGH PRIOR | | DOWN to all the officer to DOW and | 600 000 000 | | 600 000 000 | 6 605 444 | 6 4 070 000 | 6 4 275 225 | 6 4 270 425 | 6 4 077 475 |
| | PI, SI, DI | DPW facility, offices for DPW and | \$22,000,000 | | \$22,000,000 | \$ 635,114 | \$ 1,276,863 | \$ 1,275,925 | \$ 1,279,425 | \$ 1,277,175 |
| PR All | PT | CP, equipment storage for PR Replacement of HVAC system in | \$206,560 | \$190,000 1 | \$16,560 | \$16,560 | | | | |
| | | Town Hall | 1000000 10000000 | \$190,000 | | \$10,500 | | | | |
| DPW | DT | Generators for Warren Road sewer district and CWD | \$248,000 | | \$248,000 | \$61,000 | \$124,000 | \$63,000 | | |
| | | TOTAL | \$22,454,560 | \$190,000 | \$22,264,560 | \$712,674 | \$1,400,863 | \$1,338,925 | \$1,279,425 | \$1,277,175 |
| MEDIUM-HI | GH PRIORIT | Y | | | | | | | | |
| DPW | DT | CWD water line replacement #1 | \$1,500,000 | | \$1,500,000 | | | | | |
| DPW | DT | CWD water line replacement #2 | \$732,500 | | \$732,500 | | | | | |
| PR | PT | Myers Park - upgrade and add | \$570,000 | \$400,000 2 | \$100,000 | | | | | |
| | | bathrooms/showers | 4 | | ***** | | | | | |
| PR | PT | Trails/Sidewalks | \$4,000,000 | \$2,800,000 ³ | \$1,200,000 | | | | | |
| | 100000 | TOTAL | \$6.802.500 | \$3,200,000 | \$3,532,500 | S0 | S0 | S0 | S0 | S0 |
| MEDIUM PR | DIODITY | | | | | | | | | |
| PR | PT | Myers Park - additional parking | \$2,979,550 | | \$2,979,550 | Г | | | I | T T |
| PR | PT | Ludlowville Park - parking & trail | \$114,875 | | \$114,875 | | | | | |
| PR | PT | Town Ball Fields - perimeter path | \$1,167,860 | | \$1,167,860 | | | | | |
| DPW | ST | Ludlowville Road repair | \$2,500,000 | | \$2,500,000 | | | | | |
| All | PT | Town Hall renovation | \$2,500,000 | | \$2,500,000 | | | | | |
| All | PT | Parking Lot at Town Hall | \$250,000 | | \$250,000 | | | | | |
| | | TOTAL | \$9,512,286 | \$0 | \$9,512,286 | \$0 | \$0 | \$0 | \$0 | \$0 |
| LOW PRIOR | RITY | | | | | | | | | |
| DPW | ST | Ludlowville Road repair | \$3,000,000 | | \$3,000,000 | | | | | |
| EUTUDE CO | NSIDERATI | | | | | | | | | |
| PR | PT | Myers Park - per Parks Master Plan, a | dded hoat traile | r etalle added D\/ | campeites addit | tional lake from | w/o care & 5 | campeitee | | |
| PR | PT | Ludlowville Park - per Parks Master P | | | | | W/o cars, a.s | Campaics | | |
| PR | PT | Town Ball Fields - per Parks Master P | | | | | and bathraam | | | |
| | | ************************************** | | The second secon | | | | S | | |
| PR | PT | Town Barn Ball Fields - bathroom, par | | | | | | | | |
| PR | PT | Salt Point Natural Area - per Parks Ma | | | | | ewing/access, | bike racks | | |
| PR | PT | Salt Point Natural Area - potential land | | | available from N | YS | | | | |
| DPW | PT, ST, DT | Mach. & Equip Gradall - 15-year cy | cle for replacen | nent | | | | | | |
| PR | PT | Community Recreation Center - gym a | nd pool | | | | | | | |
| Departments | 5: | DPW - Department of Public Works (High | hway, Water, Ser | wer, Stormwater) | | | 1 | | | |
| | | CP - Codes and Planning | ,, | | | | | | | |
| | | PR - Parks and Recreation | | | | | | | | |
| Revenue So | urce: | PT - Property Tax | | | | | | | | |
| | | ST - Sales Tax | | | | | | | | |
| | | DT - District Taxes (Water, Sewer, Storm | water) | | | | | | | |
| Grants and o | other | ¹ NYSERDA grant, prior encumberance, | reserves | | | | | | | |
| funding: | | ² HCA from solar projects | | | | | | | | |
| | | 3 NYSDOT grants (Safe Routes to Scho | ol. Transportatio | n Alternatives, etc.). | private grants | | | | | |

RESOLUTION TO ADOPT THE 2026-2030 CAPITAL IMPROVEMENT PLAN

RESOLUTION R25

RESOLUTION TO ADOPT THE 2026-2030 CAPITAL IMPROVEMENT PLAN

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

WHEREAS, the Town of Lansing recognizes the importance of long-term planning to maintain and improve public infrastructure, facilities, and equipment; and

WHEREAS, the Lansing Town Board has reviewed the proposed 2026-2030 Capital Improvement Plan, which outlines anticipated projects, estimated costs, and potential funding sources; and

WHEREAS, the adoption of a multi-year capital plan promotes fiscal responsibility, efficient allocation of resources, and the ability to address community needs in a timely manner; and

WHEREAS, the Lansing Town Board has considered the recommendations of staff, committees, and stakeholders;

NOW, THEREFORE, BE IT RESOLVED by the Lansing Town Board, that:

- 1. The 2026-2030 Capital Improvement Plan, as presented, is hereby adopted as the official guide for capital investments over the planning period.
- 2. The plan shall serve as a planning document and does not constitute a commitment to specific expenditures, which remain subject to annual budget approval.
- 3. The Town Clerk is directed to make the adopted plan available to the public.
- 4. The Town Supervisor is directed to incorporate it into the municipality's financial planning process.
- 5. The plan shall be reviewed periodically by the Capital Improvement Committee, to be updated annually.

RESOLUTION TO APPOINT SUBCOMMITTEE OF PERSONNEL MANAGEMENT COMMITTEE

RESOLUTION 25-

RESOLUTION TO APPOINT SUBCOMMITTEE OF PERSONNEL MANAGEMENT COMMITTEE

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

WHEREAS, from time to time it becomes necessary to bring a personnel issue before the Personnel Management Committee for review and/or investigation; and

WHEREAS, due to the sensitive and confidential nature of such proceedings, the Town Board deems it appropriate to protect the names of the employees and the details of the incident(s) by designating a smaller subcommittee of only three individuals to participate in the review and investigations; and

WHEREAS, the subcommittee should consist of the Town Supervisor and individuals experienced in legal and human resources; now therefore be it

RESOLVED, that a subcommittee of the Personnel Management Committee be created for the purpose of review and investigations of sensitive and confidential personnel issues, and further

RESOLVED, that the Town Board is appointing to the subcommittee the following members, all with terms ending 12/31/2026: Guy Krogh, Town Attorney; Judy Drake, Town Board Member; and Ruth Groff, Town Supervisor.

SHARED SERVICES AGREEMENT Between

| | NYSDOT and |
|---------------------------------|--|
| her Sta sha sav any | THIS AGREEMENT, dated |
| 1. | Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date. |
| 2. | The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation. |
| 3. | If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs. |
| 4. | The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) or four (4) vears from 01/01/2026 to 12/31/2029. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation. |

SCHEDULE A

| NYSDOT |
|---|
| Description of □services, □materials, or □equipment (Check All that apply) to be shared: |
| Estimated Cost/Value of □Service □Equipment □Materials (Check All that apply): |
| Total NYSDOT Cost/Value: |
| MUNICIPALITY |
| Description of X services, X materials, or X equipment (Check All that apply) to be shared: |
| Estimated Cost/Value of Service Equipment Materials (Check All that apply): |
| Total MUNICIPALITY Cost/Value: \$25,000 |

Short 10-29-18

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN NYSDOT AND TOWN OF LANSING HIGHWAY

RESOLUTION 25

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN NYSDOT AND TOWN OF LANSING HIGHWAY

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

WHEREAS, this Resolution is intended to authorize the Town Highway Superintendent/Director of Public Works to sign a contract on behalf of the Town of Lansing to permit the Highway Superintendent/Director of Public Works to share services with NYSDOT for the exchanging or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment; and

WHEREAS, shared services shall mean any service provided by one party (Provider) to another party (Recipient); and

WHEREAS, it is hereby determined that by sharing services, the Town of Lansing may avoid the necessity of purchasing certain needed highway machinery and equipment, or the purchasing of or storing a large inventory of certain extra materials and supplies, thereby saving the taxpayers money; and

WHEREAS, Lansing desires to design a simplified method of effecting the goals of shared services, but with due regard to protecting the fiscal and other interests of the Town of Lansing and its citizens; and

WHEREAS, it is the intent of the Town of Lansing to authorize the Town of Lansing Highway Superintendent/Director of Public Works to enter into shared services with NYSDOT without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangements; and

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect with NYSDOT, which contract will grant the person holding the NYSDOT position authority to make similar arrangements; and

WHEREAS, it is hereby determined that it is and will be in the best interest of the Town of Lansing to be a party to such shared services arrangement; and

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

RESOLVED, that the Town Highway Superintendent/Director of Public Works be and hereby is authorized to sign on behalf of and in the name of the Town of Lansing, Shared Services Agreement (the "Agreement") that shall outline the terms and conditions; and it is further

RESOLVED, that upon the execution of such Agreement, the Town of Lansing Highway Superintendent/Director of Public Works shall thereafter, pursuant to the terms and conditions of such Agreement, administer such Agreement by and in the name of the Town of Lansing, and such Highway Superintendent/Director of Public Works may further execute such shared services agreements as he deems in the best interests of the Town in accord with the Agreement.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORT

RESOLUTION 25-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORT

The Supervisor submitted her monthly report for the month of November 2025, to all Board Members and to the Town Clerk. The Supervisor's Report was reviewed by Councilperson _____. The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Judy Drake. The Supervisor's Report be approved as submitted and the Bookkeeper or the Accountant is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 012

Abstract # 012 Summary by Fund

12/15/2025 11:01:06

| Code | Fund | Prepaids | Unpaids | Totals |
|------|-----------------------------------|--------------|--------------|--------------|
| Α | GENERAL FUND TOWNWIDE | 6,676.91 | 76,809.31 | 83,486.22 |
| В | GENERAL FUND OUTSIDE VILLAGE | 104.42 | 22,571.30 | 22,675.72 |
| DA | HIGHWAY FUND TOWNWIDE | 156.90 | 64,714.59 | 64,871.49 |
| DB | HIGHWAY FUND OUTSIDE VILLAGE | 198.02 | 78,319.35 | 78,517.37 |
| HG | DPW FACILITY PROJECT | 1,831,862.99 | 1,711,957.02 | 3,543,820.01 |
| SD10 | DRAINAGE DISTRICT #10 NOVALANE | | 227.64 | 227.64 |
| SD11 | DRAINAGE DISTRICT #11 EAST SHO | | 262.14 | 262.14 |
| SD12 | DRAINAGE DISTRICT #12 ASBURY-C | | 227.64 | 227.64 |
| SDD1 | DRAINAGE DISTRICT #1 PHEASANT | | 227.64 | 227.64 |
| SDD2 | DRAINAGE DISTRICT #2 WHISPERIN | | 227.64 | 227.64 |
| SDD4 | DRAINAGE DISTRICT #4 LAKE FORE | | 227.64 | 227.64 |
| SDD5 | DRAINAGE DISTRICT #5- FARM PON | | 227.64 | 227.64 |
| SDD6 | DRAINAGE DISTRICT #6 LANSING C | | 227.64 | 227.64 |
| SDD7 | DRAINAGE DISTRICT #7 WOODLAND | | 227.64 | 227.64 |
| SDD8 | DRAINAGE DISTRICT #8 CAYUGA WA | | 227.64 | 227.64 |
| SL1- | LUDLOWVILLE LIGHTING DISTRICT | 106.85 | 17.59 | 124.44 |
| SL2- | WARREN ROAD LIGHTING DISTRICT | 791.24 | 18.88 | 810.12 |
| SL3- | LAKEWATCH LIGHTING DISTRICT | 1,095.40 | 94.01 | 1,189.41 |
| SS1- | WARREN RD SEWER | 160.44 | 2,310.12 | 2,470.56 |
| SS3- | CHERRY ROAD SEWER DISTRICT | 24.15 | | 24.15 |
| sw | LANSING WATER DISTRICTS | 2,309.68 | 49,407.61 | 51,717.29 |
| TA | TRUST & AGENCY | 1,293.50 | 85,679.07 | 86,972.57 |
| | Total: | 1,844,780.50 | 2,094,209.75 | 3,938,990.25 |

Budget Modifications for December 17th, 2025 Town Board Meeting

General - A Fund December 17th, 2025

| FROM | <u>TO</u> | <u>FOR</u> | <u>AMOUNT</u> |
|---|---|--|---------------|
| A1110.130- (Court Clerk- Personal Services) | A1110.120- (Court Clerk- Personal Services) | To cover senior court clerk payroll through year end | \$ 3,000.00 |
| A3120.110- (Police- Personal Services Court) | A1110.120- (Court Clerk- Personal Services) | To cover senior court clerk payroll through year end | \$ 3,000.00 |
| A1110.130- (Court Clerk- Personal Services) | A1110.400- (Justices- Contractual) | To cover office supplies, postage, etc through year end | \$ 500.00 |
| A3310.100- (Traffic Control- Personal Services) | A5132.400- (Garage- 104 Auburn Rd- Old Hwy Barn) | Additional cost to replace septic pump and relocate electric from Scoops | \$ 5,000.00 |
| A7110.410- (Parks- Marina Repairs) | A7110.404- (Parks- Telephone) | To cover costs through year end for increased Spectrum prices | \$ 751.36 |

Highway Fund Townwide- DA Fund

December 17th, 2025

| <u>FROM</u> | <u>TO</u> | <u>FOR</u> | <u>Al</u> | <u>MOUNT</u> |
|----------------------------------|---------------------------------|-----------------------------------|-----------|--------------|
| DA9030.800- (Social Security) | DA9010.800- (NYS Retirement) | Increased NYS Retirement Costs | \$ | 702.10 |

<u>Highway Fund Outside Village - DB Fund</u>

December 17th, 2025

| <u>FROM</u> | <u>TO</u> | <u>FOR</u> | AN | <u>MOUNT</u> |
|---------------------------|---------------------------------|-----------------------------------|----|--------------|
| DB9089.800- (Medicare) | DB9010.800- (NYS Retirement) | Increased NYS Retirement Costs | \$ | 591.24 |

Warren Road Sewer Fund - SS1

December 17th, 2025

| FROM | <u>TO</u> | <u>FOR</u> | <u>AMOUNT</u> |
|--|---|---|---------------|
| SS1-8120.403- (Sewer- Contractual - Utilities) | SS1-8120.400- (Sewer- Contractual) | Additional cost of operational expenses | \$ 1,000.00 |
| SS1-1140.400- (Engineering- Contractual) | SS1-9710.700- (Bond- Interest- Warren Road) | Rounding Correction | \$ 0.01 |
| SS1-8130.400- (Treatment & Disposal - Contractual) | SS1-599 (Appropriated Fund Balance) | To cover unforeseen costs due to mid-year rate increases by the Village | \$18,049.65 |

Cherry Road Sewer Fund - SS3

December 17th, 2025

| <u>FROM</u> | <u>TO</u> | <u>FOR</u> | <u>AMOUNT</u> |
|--------------------------|---------------|--------------------|---------------|
| | | | |
| | SS3-8130.400- | | |
| | (Treatment & | To cover cost of | |
| SS3-1420.400 - | Disposal- | rate increase mid- | |
| (Attorney - Contractual) | Contractual) | year | \$ 1,281.95 |
| | | To cover | |
| | SS3-8130.400- | unforeseen costs | |
| SS3-1440.400 - | (Treatment & | due to mid-year | |
| (Engineer - | Disposal- | rate increases by | |
| Contractual) | Contractual) | the Village | \$ 4,000.00 |

East Shore Circle - Drainage District #11 - SD11

December 17th, 2025

| <u>F</u> | ROM | <u>TO</u> | <u>FOR</u> | <u>AN</u> | <u>MOUNT</u> |
|----------|--------------------------|------------------------------------|----------------------------|-----------|--------------|
| | -8540.400- | SD11-8540.400- | No payroll funds budgeted, | | |
| ` | ntenance - ntractual) | (Maintenance - Personnel Services) | however were needed | \$ | 66.13 |

Asbury - Collins - Drainage District #12 - SD12

December 17th, 2025

| FROM | <u>TO</u> | <u>FOR</u> | AM | <u>IOUNT</u> |
|--|---|---|----|--------------|
| SD12-8540.400- (Maintenance - Contractual) | SD12-8540.400- (Maintenance - Personnel Services) | No payroll funds budgeted, however were needed | \$ | 66.13 |

<u>CONSENT AGENDA MOTIONS M25-XX – M25-XX AND RESOLUTIONS</u> <u>25-XX – 25-XX</u>

RESOLUTION 25-XX

CONSENT AGENDA MOTIONS M25-XX – M25-XX AND RESOLUTIONS 25-XX – 25-XX

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

RESOLVED, that the Consent Agenda Motions M25-XX-M25-XX and Resolutions 25-XX-25-XX, are hereby approved as presented and amended, and

| The question of the adoption of such propo | osed 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 17, 2025.

November 20, 2025

Ms. Kellea Bauda Administrative Director Tompkins County Industrial Development Agency 119 East Seneca Street, Suite 200 Ithaca, New York 14850

Re: Yellow Barn Solar - Towns of Groton and Lansing (the "Towns") Host Community Agreements (the "HCAs")

Dear Ms. Bauda:

We are pleased to inform you that, subject to final approval by our respective Town Boards at their respective next regular meetings, we have reached an agreement with Yellow Barn Solar, LLC ("Yellow Barn"), permittee of the Yellow Barn Solar project, DPS Matter No. 23-02986 (the "Project"), with respect to amounts Yellow Barn will pay to the Towns pursuant to HCAs to be entered into between each Town and Yellow Barn in connection with the Project.

Yellow Barn has agreed to pay a total, "all-in" amount of \$6,000 per megawatt across both HCAs and a payment in lieu of taxes agreement (the "PILOT") with Tompkins County Industrial Development Agency ("TCIDA"). As the project is 160 megawatts, the total amount in the first year under a basic payment structure would be \$960,000. Sixty percent (60%) of that amount is to be allocated to the two HCAs, leaving a total first year amount to be paid under the PILOT of \$384,000.

We understand that Yellow Barn desires to structure the PILOT with a 20-year term, with payments increasing 2% annually over such term. We also understand that the Towns will each receive a distribution from the PILOT according to the provisions of New York's General Municipal Law.

The Towns intend to structure payments under the HCAs based on the net present value of the total amount allocable to the HCAs with a "balloon payment" prior to interconnection of the Project, and with the remaining amount of such value paid over the subsequent ten years.

This agreement is intended to have no impact on TCIDA's administrative fee, and Yellow Barn will pay the full amount of taxes allocable to the Project after the end of the PILOT term as required under applicable state law.

15473524_1 64

We thank you for your support for our communities in this matter. Please let us know if you have any questions or need any additional information. We will let TCIDA know when the final HCAs have been approved by our respective boards.

Very truly yours,

Town of Groton

Donald Sheffler Town Supervisor

Town of Lansing

Ruth Groff

Town Supervisor

MAE:

Cc: Mr. Rich John, TCIDA Chair

Mr. Russell E.Gaenzle, Esq.

Mr. Stepen Maier, Esq.

Mr. Rob Panasci, Esq.

MOTION APPROVING THE LETTER TO THE TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY REGARDING TERMS OF THE PILOT AND HCA AGREEMENT WITH YELLOW BARN SOLAR AND AUTHORIZING THE TOWN SUPERVISOR TO SIGN SAID LETTER

MOTION M25-

MOTION APPROVING THE LETTER TO THE TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY REGARDING TERMS OF THE PILOT AND HCA AGREEMENT WITH YELLOW BARN SOLAR AND AUTHORIZING THE TOWN SUPERVISOR TO SIGN SAID LETTER

Motion approving the letter to the Tompkins County Industrial Development Agency regarding terms of the Payment in Lieu of Taxes ("PILOT") agreement and the Host Community Agreement ("HCA") and authorizing the Town Supervisor to sign said letter.

| Agreement ("HCA") and authorizing the | e Town Supervisor to sign said letter. |
|---|---|
| The question of the adoption of such pro, duly seconded by Co with the following results: | posed Motion was duly motioned by Councilperson ouncilperson, and put to a roll call vote |
| Councilperson Judy Drake – Councilperson Christine Montague – Supervisor Ruth Groff – | Councilperson Laurie Hemmings – Councilperson Joseph Wetmore – |
| Accordingly, the foregoing Motion was a 2025. | approved, carried, and duly adopted on December 17, |

RESOLUTION APPROVING TERMS OF HOST COMMUNITY AGREEMENT IN CONNECTION WITH YELLOW BARN SOLAR PROJECT

RESOLUTION 25-

RESOLUTION APPROVING TERMS OF HOST COMMUNITY AGREEMENT IN CONNECTION WITH YELLOW BARN SOLAR PROJECT

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

WHEREAS, Yellow Barn Solar, LLC ("Yellow Barn") has submitted an application to the New York Office of Renewable Energy Siting and Transmission ("ORES") for a major renewable energy facility siting permit (the "Permit") pursuant to Article VIII of the Public Service Law to develop, design, construct, operate, maintain and decommission a 160 MW solar energy facility in the Town of Lansing and the Town of Groton (the "Project"); and

WHEREAS, ORES approved Yellow Barn's application and issued the Permit on or about August 21, 2025; and

WHEREAS, the Town Supervisor, along with the Supervisor of the Town of Groton and representatives from the Tompkins County Industrial Development Agency, each with the assistance of counsel and while keeping the respective town boards informed, have negotiated terms of a Host Community Agreement (HCA) and Payment In Lieu Of Taxes (the "PILOT") package with Yellow Barn as required in part by the Permit; and

WHEREAS, Yellow Barn has agreed to a total aggregate annual amount of \$960,000 across both Host Community Agreements and the PILOT, with 60% of such amount to be allocated to Host Community Agreements between the Towns of Lansing and Groton, equivalent to \$576,000 annually (the "HCA Amount"), for a total of 20 years, subject to a 2% escalator per year; and

WHEREAS, the Towns of Lansing and Groton have proposed that the HCA Amount be allocated among them with 55% allocated to the Town of Groton and 45% being allocated to the Town of Lansing; and

WHEREAS, Yellow Barn has agreed to enter into a Host Community Agreement with the Town of Lansing (the "HCA") that will accelerate payment of its portion of the HCA Amount such that approximately 50% of the net present value of payments to the Town will be paid on or prior to the commercial operation date of the Project, and the remaining 50% will be paid over the subsequent 10 years, subject to a 2% escalator per year; and

WHEREAS, Yellow Barn has agreed that the HCA shall allocate a portion of the HCA Amount to payment of additional decommissioning bond premiums in order to increase the amount of the decommissioning bond required under the Permit to an amount requested by the Town, to include an additional 10% contingency amount (for a total of 25%) and exclude any estimated salvage value; and

WHEREAS, Yellow Barn has agreed that the HCA shall require it to pay for all costs associated with the Town fulfilling any obligations related to fire and building code inspections as the authority having jurisdiction over the Project; and

NOW THEREFORE BE IT RESOLVED, that the foregoing terms and conditions of the HCA, the performance of the Town thereof and thereunder, and the transactions contemplated thereby, be, and hereby are, authorized in all respects;

AND BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized to execute, deliver, and cause to be performed, the HCA on substantially the same terms as set forth above, in such final form as approved by the Attorney for the Town;

AND BE IT FURTHER RESOLVED, that the Town Supervisor's execution of, delivery of and performance under the HCA, and all such further instruments and documents required by, under or in connection with the HCA and these resolutions are hereby in all respects, ratified, approved, adopted and authorized.

This resolution shall take effect immediately upon its adoption.

| The question of the adoption of suc | h proposed Resolution was duly motioned by |
|---|--|
| Councilperson duly see | conded by Councilpersonand put to |
| a roll call vote with the following results | 3: |
| | |
| 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 17, 2025.

RESOLUTION APPROVING HIGHWAY DEPARTMENT PURCHASE OF REPLACEMENT VEHICLE AND EQUIPMENT IN ACCORD WITH CAPITAL REPLACEMENT PLANS, TO BE PAID FOR AND RECEIVED IN 2026 AND 2027

RESOLUTION 25-

RESOLUTION APPROVING HIGHWAY DEPARTMENT PURCHASE OF REPLACEMENT VEHICLE AND EQUIPMENT IN ACCORD WITH CAPITAL REPLACEMENT PLANS, TO BE PAID FOR AND RECEIVED IN 2026 AND 2027

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

WHEREAS, the Town of Lansing has long had capital management and equipment replacement plans for the Highway Department consisting of a balance of reserve funds and budgeted cash, and in 2025 certain capital needs of the Highway Department were discussed, including how to fund the purchase of the same in 2026; and

WHEREAS, there is a very long manufacturing time on equipment such as equipment ordered in 2025 will be delivered in 2026 and 2027; and

WHEREAS, the Highway Department has now confirmed and identified its need for a new highway truck in 2025 which consists of a plow truck with box and plow kit, and has utilized the County Bid lists for pricing such vehicle and equipment; and

WHEREAS, the Town Board approved in 2024 the Highway Department to purchase equipment totaling \$12,740.05 and equipment is unavailable and money has not been spent; and

WHEREAS, the Town Board has fully reviewed such needs and the options for the same, including placing the order in 2025 and paying for and receiving the equipment in 2026 and 2027, and the Highway Department now wishes to place the order and seeks verification from the Town Board; and

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

RESOLVED, that Town Board approves moving \$12,740.05, approved in 2024 for highway equipment, to account DB5110.200R; and it is further

RESOLVED, that the Town Board affirms the funds to pay for same over two budget cycles (2026 and 2027), the total amount not to exceed \$362,000 and will be paid from the following accounts: DB5110.200, DA5142.200, DB5110.200R and SW8340.200 which are intended to be used for equipment and vehicle purchases; and it is further

RESOLVED, that the Highway Superintendent/Director of Public Works be and hereby is authorized to affect the following purchase in 2025 and pay for and receive in 2026 and 2027: an International HX 620 SBA 6X4 tandem axle dump truck with Viking plow package, dump body

and sander (county contract #0010914); but only as long as the amount to be expended does not cumulatively exceed the sum of \$362,000.00 for such vehicle and equipment; and it is further

RESOLVED, that should the sum proposed to be expended exceed such amount of \$362,000.00, it is requested that the Highway Superintendent/Director of Public Works notify the Town Board and work with the Town Board to decide whether to spend such additional funds.

| The question of the adoption of such propo duly seconded by Council | osed Resolution was duly motioned by Councilperson, person and put to a roll call vote with the |
|---|---|
| following results: | und put to a fon each vote with the |
| 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 17, 2025.

T.G. MILLER, P.C.

 $\hbox{\tt E} \hbox{\tt N} \hbox{\tt G} \hbox{\tt I} \hbox{\tt N} \hbox{\tt E} \hbox{\tt E} \hbox{\tt R} \hbox{\tt S} \hspace{0.5cm} \hbox{\tt A} \hbox{\tt N} \hbox{\tt D} \hspace{0.5cm} \hbox{\tt S} \hbox{\tt U} \hbox{\tt R} \hbox{\tt V} \hbox{\tt E} \hbox{\tt Y} \hbox{\tt O} \hbox{\tt R} \hbox{\tt S} \\$

Town of Lansing 2025 Roof Replacement Bid Tabulation 10-Oct-25

| | | | Ornho Home Improvement D2 | | Proctor Enterprises | | Titanworks Services LLC | | Marchuska Brothers | | Average | | | | | |
|-----------------------------|------------------------|-----------|---------------------------|-----------|---------------------|-------------|-------------------------|-------------|--------------------|-------------|--------------|-------------|--------------|-------------|-------------|-------------|
| ITEM | SCHEDULED ITEM | | UNITS | ESTIMATED | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| TIEM SCHEDULED TIEM | SCHEDULED HEM | U. | UNIIS | QUANTITY | UNIT FRICE | PRICE | UNIT PRICE | PRICE | UNII FRICE | PRICE | UNIT FRICE | PRICE | UNII FRICE | PRICE | UNII FRICE | PRICE |
| 1. | Lansing Community Ce | nter Roof | LS | 1 | \$46,699.60 | \$46,699.60 | \$51,000.00 | \$51,000.00 | \$65,400.00 | \$65,400.00 | \$68,500.00 | \$68,500.00 | \$92,245.25 | \$92,245.25 | \$64,768.97 | \$64,768.97 |
| 2. | Lansing School House I | Roof | LS | 1 | \$30,291.20 | \$30,291.20 | \$33,500.00 | \$33,500.00 | \$48,900.00 | \$48,900.00 | \$51,500.00 | \$51,500.00 | \$53,358.00 | \$53,358.00 | \$43,509.84 | \$43,509.84 |
| 3. | Substrate Repair | | SF | 375 | \$10.00 | \$3,750.00 | \$10.00 | \$3,750.00 | N/A | N/A | \$14.00 | \$5,250.00 | \$7.25 | \$2,718.75 | \$10.31 | \$3,867.19 |
| TOTAL BASE BID (CALCULATED) | | | \$80,740.80 | | \$88,250.00 | | \$114,300.00 | | \$125,250.00 | | \$148,322.00 | | \$111,372.56 | | | |
| TOTAL BASE BID (WRITTEN) | | | \$80,740.80 | | \$88,250.00 | | \$114,300.00 | | \$125,250.00 | | \$148,322.00 | | \$111,372.56 | | | |

| BIDDING DOCUMENTS | | Ornho Home Improvement | D2 | Proctor Enterprises | Titanworks Services LLC | Marchuska Brothers |
|-------------------|--|------------------------|-----|---------------------|-------------------------|--------------------|
| 1. | Insurance Certificates | YES | NO | YES | YES | YES |
| 2. | Non-Collusive Bidding Certificate | YES | YES | YES | YES | YES |
| 3. | Copy of Bidder's Certificate of Registration | YES | NO | NO | YES | NO |
| 4. | Completed W-9 Form | YES | NO | YES | YES | NŌ |

Section 7, Item d.

T.G. MILLER, P.C.

ENGINEERS AND SURVEYORS

605 W. State Street | Ithaca, NY14850 | phone 607-272-6477 | fax 607-273-6322 | www.tgmillerpc.com

November 14, 2025

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

Re: 2025 Roof Replacement Project (PRC# 2025004654)

Dear Supervisor Groff,

On Wednesday, October 8, 2025 five bids were received for the above referenced project. A copy of the tabulation of bids is attached for your information.

The successful bidder is Onrho Home Improvement Corp of Bronx, NY with a total base bid amount of \$80,740.80 for both the Community Center and School House roof replacement project. The itemized bid amounts are \$46,699.60 for the Lansing Community Center, \$30,291.20 for Lansing School House, and \$3,750 for unit price work to replace roof substrate. I evaluated this bid as follows:

- Reviewed all bids for accuracy
- Required the low bidder to provide references for recently completed or pending roof replacement projects.
- Met on site with the Owner and his project Foreman to observe the building roofs, confirm measurements, and review the scope of work.
- Verified that the low bidder is not listed on the NY State Agency Debarment List or Federal Exclusions List

Based on this evaluation, I find the successful bidder is qualified to complete the work. I recommend the Town award the contract to Onrho Home Improvement Corp for \$80,740.80 on or before November 21, 2025. Once the contractor signs the agreement and provides the required insurance certificates and bonds, the Town has 10 days to sign and return the agreement. After the agreement is signed the Town has 30 days to issue the notice to proceed.

If you have any questions concerning any aspect of this bid please do not hesitate to contact our office.

Sincerely,

David A. Herrick, P.E.

Enclosures: Bid tabulation for all bidders

Original Bid form Onrho Home Improvement Corp

Copy: Jessie Hall, Deputy Town Clerk

Patrick Tyrrell, Director of Parks & Recreation

RESOLUTION AWARDING CONTRACT FOR TOWN OF LANSING 2025 ROOF REPLACEMENT PROJECT

RESOLUTION 25-

RESOLUTION AWARDING CONTRACT FOR TOWN OF LANSING 2025 ROOF REPLACEMENT PROJECT

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

WHEREAS, in July 2025 the Town Engineer completed the project specifications and developed bid documents for public bidding, for the "Town of Lansing 2025 Roof Replacement Project" which consists of the replacement of the roofs of the Town's Community Center and School House; and

WHEREAS, official notice to bidders was published in the Town's official newspaper on September 24, 2025, with bids due on October 8, 2025; and

WHEREAS, five (5) bids were received and the successful bidder is Onrho Home Improvement Corp of Bronx, NY with a total base bid amount of \$80,740.80 inclusive of both the Community Center and School House building roofs, and

WHEREAS, the total base bid price is within the adopted project budget, and

WHEREAS, the Town Engineer in a letter to the Town Supervisor dated November 14, 2025, has recommended Onrho Home Improvement Corp be awarded the contract, and

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

RESOLVED, that Onrho Home Improvement Corp be awarded the contract for the 2025 Roof Replacement Project in the amount of \$80,740.80.

| The question of the adoption of suc | n proposed Resolution was duly motioned by Councilperso |
|-------------------------------------|---|
| , duly seconded | by Councilperson, and put to a roll call vot |
| with the following results: | |
| Councilperson Judy Droke | Councilners on Lauria Hammings |

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 17, 2025.

Judy Drake Town Board Member Report December 2025

Lansing Business Alliance - November 18, 2025

Answered questions regarding status of Planning & Code Enforcement Office with John Zepko's resignation. Status of recruitment for Planner position and discussion to bring in a Planning consulting firm. Have a work conflict so will not be able to attend next meeting on <u>December</u> 30, 2025

Lansing Fire Commissioners - December 2, 2025

Calls for month: Fire: 44 EMS: 74 No Response: 1 Total Calls: 118

Total Calls for Year: 1200

Personnel Management Committee – December 3, 2025 Next meeting 1/7/26

See notes from October meeting.

Received update on number of staff/retirees that moved health insurance plans.

Discussed draft Remote Work Policy – being prepared for January board consideration.

Briefly discussed early concept of a policy for salaried staff extra hours worked policy.

Update on staffing for Planner vacancy and Maintenance Supervisor position.

Lansing Zoning Board of Appeals- December 10, 2025

a) Project: Cayuga Data Campus

Applicant: Fred DelFavero

Location: 228 Cayuga Drive, TPN 11.-1-3.211

Project Description: Appeal of Code Enforcement Officer's (CEO) written zoning interpretation dated October 22, 2025, that the proposed high-performance computing ("HPC") research facility is not a permitted principal use in the IR District. The Applicants appeal that determination and seek a finding that the proposed use is properly classified as a "Scientific Research Laboratory", a permitted principal use within the IR District under the Town of Lansing Zoning Code.

Anticipated Action Items: application completeness review; scheduling of public hearing; and preliminary classification for SEQR review.

Discussion: Board reviewed process, if the submittal was complete, if the public hearing notice was posted properly.

b) Project: Cayuga Data Campus

Applicant: Fred DelFavero

Location: 228 Cayuga Drive, TPN 11.-1-3.211

Project Description: Appeal of Code Enforcement Officer's (CEO) written zoning interpretation dated November 10, 2025, that the proposed high-performance computing ("HPC") research facility is not a permitted principal use in the IR District. The Applicants appeal that determination and seek a finding that the proposed use is properly classified as a "General Processing" and/or "Warehouse / Storage of non-agricultural goods", each a permitted principal use within the IR District under the Town of Lansing Zoning Code.

Anticipated Action Items: application completeness review; scheduling of public hearing; and preliminary classification for SEQR review.

Discussion: Board reviewed process, if the submittal was complete, if the public hearing notice was posted properly.

ZBA will be meeting **Tuesday**, **December 16**, **2025** to hold the Public Hearing and make determination on the two projects.

Chair reviewed the ZBA's role and level of determination regarding the project.

Interviews with the six applicants for Zoning Board of Appeals are being scheduled for 12/15/25.

Christine Montague Town Board Member Report December 2025

Lansing Housing Authority, Nov 24

- Work on new windows and siding continued at Woodsedge this month, except that work stopped when about half the contractor's crew was taken for immigration detention. The new windows that were disturbed during siding work need to be fixed once the company finds workers and everything is done.
- New cameras will be installed soon at Woodsedge, and repairs to some of the flooring upstairs is needed.

Conservation Advisory Council, Dec 3

- The CAC discussed who could be on the interview committee to interview new applicants.
- The CAC discussed a resolution by the Tompkins County legislature that asks the state to monitor and limit the application of PFAS-containing sewage sludge. The resolution (in brief) states: "Tompkins County Legislature hereby expresses its strong support for the New York State Legislature to pass, and the Governor to sign into law, comprehensive New York State legislation to address perfluoroalkyl and polyfluoroalkyl substances ("PFAS") and other chemical contamination in biosolids, through the Biosolids Management Act which contains, at minimum: five-year moratorium on sewage sludge spreading, a Testing provision, Farmer support fund, and a Biosolids Taskforce. That the Tompkins County Legislature urges the New York State Department of Environmental Conservation (NYSDEC) to provide immediate guidance and establish testing and monitoring protocols for Class A EQ ("exceptional quality") wastewater biosolidsaugmented commercial products to ensure they are safe from PFAS contamination before sale and use in Tompkins County. That the Tompkins County Legislature shall establish an interdepartmental working group to ascertain and monitor, through surveys and by leveraging current regulations, the volumes of biosolids generated by Publicly Owned Treatment Works (POTWs) in Tompkins County and the disposition of such biosolids by waste haulers; to determine the extent to which land-based application biosolids is occurring in Tompkins County for agricultural and other purposes."

Joseph Wetmore Town Board Member Report December 2025

Meet with Thomas Knipe Director Ithaca-Tompkins County Transportation Council Monday, November 24·12:00 – 1:00pm

I met with Thomas Knipe, the new Director of the Ithaca Tompkins County Transportation Council, to discuss transportation planning issues of shared interest. One topic of discussion was long-term planning for the future of the rail bed along the east shore of Cayuga Lake. We also discussed the Cayuga Lake Scenic Byway. The conversation included consideration of whether the ITCTC could play a role in supporting the Town and other stakeholders in planning for the future of the corridor, and we both expressed interest in continuing the discussion to learn more about potential collaboration opportunities.

Zoning Committee Tuesday, December 2·3:00 – 5:00pm

Introductions & Why You Volunteered For the ZAC? Zoning 101 Update Process & Timeline Group Discussion

> What has been your experience with the Code, if any? What development opportunities exist? Threats? What are the barriers to investment? What is the most important goal/outcome of this code update?

Monthly Check-In | Lansing Smart Growth Zoning Update (C1003123) Tuesday, December 9·10:00 – 11:00am

The meeting focused on coordination and communication with the New York State Department of State regarding the ongoing zoning advisory process. Participants discussed keeping the state informed through regular correspondence and meeting participation, as well as upcoming administrative and reporting requirements tied to project milestones. There was general agreement on the importance of sharing draft public outreach materials and involving state representatives early in the process.

Meeting with Zoe Yang of Lydian Energy regarding the Yellow Barn Project. Wednesday, December 10·3:30 – 4:30pm

This was an outreach meeting intended to establish an initial connection and facilitate future collaboration. The purpose was primarily introductory, providing an opportunity for face-to-face discussion. Ruth Groff was also in attendance.

Zoning Board of Appeals Meeting Wednesday, December 10.6:30 – 9:30pm

The Board reviewed two appeals by Terawulf of the Code Enforcement Officer's written zoning interpretations dated October 22, 2025, and November 10, 2025, which determined that the proposed data center is not a permitted principal use in the IR District. The Board concluded the applications were complete, scheduled a public hearing, and determined that, for purposes of SEQR review, the action is classified as a Type II action requiring no further SEQR review.



Owasco Lake Watershed Management Council, Inc. Tuesday, December 16·10:00 – 11:30am

Director's Summary – Adam Effler 2026 OLWMC Objectives Approval Treasurer's Audit and Finance Report November 2025 Financials Approval Lake Level Report NYSDEC Finger Lakes Watershed Program Owasco Watershed Lake Association Update Cornell Cooperative Extension Update Watershed Inspection Monthly Report

MOTION TO ENTER EXECUTIVE SESSION

| Councilperson _ | moved to ENTER EXECUTIVE SESSION TO DI | SCUSS |
|-----------------|--|-------|
| AT | _ PM. | |
| Councilperson _ | seconded the motion. | |
| All in Favor – | Opposed – | |
| MOTION TO E | EXIT EXECUTIVE SESSION | |
| Councilperson _ | moved to EXIT EXECUTIVE SESSION AT | PM. |
| Councilperson _ | seconded the motion. | |
| All in Favor – | | |
| MOTION TO A | ADJOURN MEETING | |
| Councilperson _ | moved to ADJOURN THE MEETING AT | PM. |
| Councilperson _ | seconded the motion. | |
| All in Favor – | | |