



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, January 15, 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 www.lansingtown.com, click on the “YouTube” Icon (red square) located on the bottom left corner of our Home Page.

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **2025 Organizational Resolutions**
 - a. Resolutions
5. **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
6. **Department Reports**
 - a. **Highway Report** – Mike Moseley
 - b. **Parks and Recreation Report** – Patrick Tyrrell
 - c. **Director of Planning Report** – John Zepko
 - d. **Town Clerk Report** - Debbie Munson
 - e. **Lansing Community Library Report** – Annie Johnson
 - f. **Lansing Youth Services Report** – Richard Alvord
 - g. **Engineer’s Report** – Dave Herrick
 - h. **Tompkins County Legislator Report** – Mike Sigler
7. **Consent Agenda**
 - a. Resolution Approving the Town Clerk's 2024 Annual Report, 2024 Water and Sewer Collection Report and 2024 Receiver of Taxes Report
 - b. Resolution Approving Fees for Town Clerk and Parks & Recreation Departments for 2025
 - c. Resolution Authorizing Execution of Concession License and Agreement for Non-Motorized Watercraft at Myers Park (Paddle-N-More)
 - d. Resolution Accepting Resignation of Lansing Town Justice, Maura Kennedy-Smith
 - e. Resolution Appointing Town of Lansing Town Justice

- [f.](#) Resolution Approving Tompkins County Health Consortium Municipal Cooperative Agreement
- [g.](#) Resolution to Accept New York Department of State Smart Growth Community Planning and Zoning Grant
- [h.](#) Resolution Approving Doyle Security Securities Contract for Electronic Lock Security Upgrades
- [i.](#) Resolution Appointing Christine Montague as Town of Lansing Representative to the Tompkins County Youth Services Board
- [j.](#) Resolution Approving Audit and Budget Modifications and Supervisor's Report
- [k.](#) Resolution Approving Consent Agenda

8. Speakers

- a. Shawn Wilczynski, Cargill
- b. John Dennis, CLEAN

9. Motions and Resolutions

- [a.](#) Town of Lansing Statement Regarding Cargill's Permit Application for the Cayuga Salt Mine
- [b.](#) Resolution Approving Redeposit and Spreader Agreement Between Town and Cayuga Lake National Bank to Support Use of Intrafi Cash Service for Town Clerk Deposits

10. Board Member Reports

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

11. Work Session

12. Executive Session if Needed

- [a.](#) Motion to Enter/Exit

13. Adjourn Meeting

- a. Motion to Adjourn Meeting

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

Agreement for the Expenditure of Highway Moneys

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

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

1. **GENERAL REPAIRS.** The sum of \$849,001 shall be set aside to be expended for primary work and general repairs upon 93.46 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.

2. **PERMANENT IMPROVEMENTS.** The following sums shall be set aside to be expended for the permanent improvement of Town highways:
 - (a) On the road Sharon Drive a distance of 0.36 miles, there shall be expended not over the sum of \$45,000
 Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2.25"

 - (b) On the road Atwater Road a distance of 0.44 miles, there shall be expended not over the sum of \$64,000
 Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2.25"

 - (c) On the road Bush Lane a distance of 1.42 miles, there shall be expended not over the sum of \$198,000
 Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2.25"

 - (d) On the road Upper Buck Road a distance of 0.75 miles, there shall be expended not over the sum of \$9,200
 Work to be performed: Stone and Oil

 - (e) On the road Old Buck Road a distance of 0.13 miles, there shall be expended not over the sum of \$1,109
 Work to be performed: Stone and Oil

 - (f) On the road Luce Road a distance of 1.10 miles, there shall be expended not over the sum of \$11,510
 Work to be performed: Stone and Oil

 - (g) On the road Goodman Road a distance of 0.41 miles, there shall be expended not over the sum of \$8,434
 Work to be performed: Stone and Oil

 - (h) On the road Beckwith Lane a distance of 0.10 miles, there shall be expended not over the sum of \$3,557
 Work to be performed: Micro paving

 - (i) On the road Dandyview Heights a distance of 0.20 miles, there shall be expended not over the sum of \$6,917
 Work to be performed: Micro paving

 - (j) On the road East Shore Circle a distance of 0.60 miles, there shall be expended not over the sum of \$83,952
 Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2"

(k) On the road Springbrook Circle a distance of 0.29 miles there shall be expended not over the sum of \$10,211

Work to be performed: Micro paving

(l) On the road Stonehaven Drive at a distance of 0.26 miles there shall be expended not over the sum of \$8,489

Work to be performed: Micro paving

(m) On the road Brookhaven Drive at a distance of 0.12 miles there shall be expended not over the sum of \$3,993

Work to be performed: Micro paving

(n) On the road Belvedere Drive at a distance of 0.21 miles there shall be expended not over the sum of \$2,613

Work to be performed: Micro paving

(o) On the road Snushall Road at a distance of 1.02 miles there shall be expended not more than the sum of \$57,012

Work to be performed: Reprofiling and stone and oil

(p) On the road Wilson Road at a distance of 0.62 miles there shall be expended not more than the sum of \$96,270

Work to be performed: Reprofiling and hot mix paving

Executed in duplicate this 15th day of January 2025

Supervisor

Town Highway Superintendent

Councilperson

Councilperson

Councilperson

Councilperson

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

2025 TOWN BOARD ORGANIZATIONAL RESOLUTIONS

- 25-01 Resolution Approving Financial and Banking Directives
- 25-02 Resolution Acknowledging Appointment of Deputy Supervisor and Fixing 2025 Salary Thereof
- 25-03 Resolution Establishing Schedule of Regular Town Board Meetings
- 25-04 Resolution Authorizing Issuing of Accessible Parking Permits
- 25-05 Resolution Designating Official Town Newspaper
- 25-06 Resolution Stating 2025 Liaisons and Appointments
- 25-07 Resolution Approving Execution of Agreement with Tompkins County Soil and Water Conservation District For 2025
- 25-08 Resolution Stating Salaries for Public Officers of The Planning and Zoning Board of Appeals
- 25-09 Resolution Recognizing the Current Members of Town of Lansing Committees
- 25-10 Resolution Appointing Enforcement Officers Identified in Town Code
- 25-11 Resolution Establishing the Standard Work Hours as Required For Determination Of Retirement Benefits
- 25-12 Resolution to Designate Professional Service Providers
- 25-13 Resolution Adopting 2025 Organizational Resolutions 25-01 Through 25-12

2025 TOWN BOARD ORGANIZATIONAL RESOLUTIONS

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

RESOLUTION 25-01

RESOLUTION APPROVING FINANCIAL AND BANKING DIRECTIVES

RESOLVED, that the following financial and banking resolutions and directives be approved and so adopted:

1. The Town Supervisor is authorized and directed to have all Town financial records and Justice Court records and dockets audited in accord with law, and thereafter the Town Supervisor shall make a report thereof to the Town Board, file findings and reports with the Town Clerk, and file an official certified report in accord with law, all as referenced or required by or under General Municipal Law § 30 and Town Law §§ 29 and 123. The Town Supervisor is further and alternatively authorized and permitted, in lieu of preparing her financial report under Town Law § 29(10), to submit to the Town Clerk, by March 31, 2025, a copy of the report to the State Comptroller required by § 30 of the General Municipal Law.
2. The following banking and financial institutions are hereby designated as official depositories for the Town of Lansing: Tompkins Community Bank, HSBC, M&T Bank, JPMorgan Chase Bank, and Cayuga Lake National Bank.
3. The Town Clerk’s Office be the official depositories for all Town accounts except the Town Justice accounts.
4. The Town Supervisor and Deputy Supervisor are authorized to sign checks drawn on all accounts at Tompkins Community Bank and Cayuga Lake National Bank except the Justice, Town Clerk, and Lansing Receiver of Taxes accounts.
5. The Town Clerk and Deputy Town Clerk be authorized to sign checks on the Town Clerk’s and the Lansing Receiver of Taxes accounts at Cayuga Lake National Bank. The Town Clerk and Deputy Town Clerk are further authorized to make transfers on the Lansing Receiver of Taxes checking and savings accounts that are necessary throughout the year at Cayuga Lake National Bank. Further, the Town Clerk, Deputy Town Clerk, and Information Aide in the Clerk’s Office, are hereby authorized to use the services provided by the Tompkins Community Bank entitled “Treasury Management” and Cayuga Lake National Bank internet banking services for the Lansing Water and Sewer District checking accounts. And further, that the Town Clerk, Deputy Town Clerk and Information Aide in the Clerk’s Office, are hereby authorized to use internet banking services provided by Cayuga Lake National Bank on the Town Clerk’s checking account and the Lansing Receiver of Taxes checking and savings accounts. The Town Clerk, Deputy Town Clerk, and Information Aide in the Clerk’s Office are also authorized to make inquiries on the Lansing Water and Sewer District checking accounts.

6. The Town Justices are authorized to sign checks on the Town Justice accounts at the Tompkins Community Bank and the Court Clerks are authorized to make inquiries on the Town Justice accounts.
7. The Town Supervisor, Bookkeeper, and Accountant be authorized to make transfers on all Town accounts and any wire transfers that are necessary throughout the year, except for the Lansing Receiver of Taxes checking and savings accounts, the Town Clerk's checking account, and the Town Justice accounts at the Tompkins Community Bank and Cayuga Lake National Bank. The Town Supervisor, Bookkeeper, and Accountant are hereby further authorized to use the services provided by the Tompkins Community Bank entitled "Treasury Management" on all Town accounts except the Town Justice accounts. The Town Supervisor, Bookkeeper, and Accountant are hereby further authorized to use internet banking services provided by the Cayuga Lake National Bank, except for the Town Clerk's checking and Lansing Receiver of Taxes checking and savings accounts.
8. All Town Public Officers and other authorized personnel designated by resolution of the Town Board are to be reimbursed for mileage at the IRS rate for the use of personal automobiles in the performance of official duties.
9. The 2025 § 184 Agreement for the Expenditure of Highway Money be approved and signed by the Town Board, Town Supervisor, and Town Highway Superintendent. Further, the Highway Superintendent is authorized to purchase equipment, tools, and implements not to exceed the amount of \$5,000.00 per purchase without prior notice or approval, whenever such amount is available in the appropriate budget line for such purchase.
10. Vouchers for claims for the General, Highway, Capital Projects, Drainage Districts, Lighting Districts, Sewer Districts, Water Districts, and Trust and Agency funds be presented and audited in accordance with the Town Law Article 8 and the requirements of the State Comptroller, said presentation and audit to take place by the Town Board at each regular Town Board meeting. Further, in compliance with Town Law §118, the Town Supervisor may make payment upon utility bills and postage prior to the audit of vouchers.
11. The Town Supervisor (with Town Board input), may direct the investment of general funds, special district funds, and highway money not obligated or required for immediate expenditure or distribution, in United States Treasury Bills, savings accounts, time deposit or time certificates of deposit through the Town's official depository banks, with said deposits or investments to be payable or redeemable at the option of the Supervisor within such times as the proceeds may be needed to meet expenditures for which the moneys were provided, all pursuant to the provisions of the Investment Policy of the Town.
12. A Municipal Crime Policy be obtained from and underwritten by NYMIR to provide the following additional coverages: (i) \$30,000.00 for Court Clerks; (ii) \$30,000.00 for the

Town Bookkeeper and Accountant, and Information Aide, if any; and (iii) \$1,165,000.00 for the Lansing Town Clerk and Deputy Town Clerk.

13. Payments for permits, fees, and like matters involving fees and payments may be made and accepted as follows:
- i. Town Clerk's Office payments may be made by cash, check, or credit card for all services. Payments for water/sewer and taxes may be made by credit card or e-check on the Town of Lansing's website.
 - ii. The Parks and Recreation Department payments may be made by cash, check, or credit card. Payments for recreation programs, camping, and pavilions may be made by credit card on the Town of Lansing's Recreation Department website.
 - iii. DPW and the Planning Department payments may be made by cash, check, or credit card. Payment for certain permits and fees may be made by credit card on the Town of Lansing's OpenGov website.
 - iv. Lansing Court Offices payments may be made by cash, credit card, certified bank check, or money order.
 - v. The Town Clerk's Office, Courts, Planning, DPW, and Parks & Recreation Departments have a separate processing fee for paying by credit card or e-check, which said fee is paid by the person using the credit card or e-check.
 - vi. The charge for a dishonored or returned check is \$20.00.
 - vii. Deposits may be made remotely by using digital check scanners from Tompkins Community Bank or Cayuga Lake National Bank.
 - viii. All banking service agreements are reviewed annually, and each is thus hereby re-approved.
14. Town petty cash funds shall be managed as follows:
- i. Town Clerk/Receiver of Taxes is appointed the keeper and auditor of the three (3) Petty Cash Funds in the Town Clerk Office, one for Water and Sewer (\$75.00), one for Town Clerk (\$200.00) and one for Receiver of Taxes (\$200.00).
 - ii. The Director of Parks is appointed the keeper and auditor of the Petty Cash Fund in the Parks and Recreation Department (\$400.00).
 - iii. The Bookkeeper is appointed the keeper and auditor of the Petty Cash Fund in the Supervisor's Office (\$250.00).
 - iv. The Senior Court Clerk is appointed the keeper and auditor of the Petty Cash Fund in the Court Office (\$50.00).

RESOLUTION 25-02

RESOLUTION ACKNOWLEDGING APPOINTMENT OF DEPUTY SUPERVISOR AND FIXING 2025 SALARY THEREOF

RESOLVED, that Joseph Wetmore is acknowledged and re-appointed as Deputy Supervisor to serve at the pleasure of the Town Supervisor, and the sum of \$0 be and hereby is approved as a salary incident to such office.

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 20, 2025 at 4:30 PM; and (ii) budget meetings to be held upon September 24, 2025 and November 5, 2025, each at 6:30 PM.

RESOLUTION 25-04

RESOLUTION AUTHORIZING ISSUING OF ACCESSIBLE PARKING PERMITS

RESOLVED, that the Town Clerk, Deputy Town Clerk, and Information Aide in the Clerk’s Office are authorized to issue Accessible Parking Permits.

RESOLUTION 25-05

RESOLUTION DESIGNATING OFFICIAL TOWN NEWSPAPER

RESOLVED, that the Ithaca Journal be designated as the official newspaper for the Town of Lansing.

RESOLUTION 25-06

RESOLUTION STATING 2025 LIAISONS AND APPOINTMENTS

RESOLVED, that the following designations and appointments made by the Supervisor and Town Board be accepted and so approved:

2025 LIAISONS	
Agriculture & Farmland Protection (Alternate)	Ruth Groff (Judy Drake)
Conservation Advisory Council (Alternate)	Christine Montague (Judy Drake)
Fire Department	Judy Drake
Lansing Community Library (Alternate)	Laurie Hemmings (Ruth Groff)
Lansing Housing Authority (Alternate)	Christine Montague (Laurie Hemmings)

Lansing Youth Services	Laurie Hemmings
Parks, Recreation and Trails Working Group	Joseph Wetmore
Planning Board	Joseph Wetmore
Water, Sewer, and Stormwater Committee	Ruth Groff
Zoning Board of Appeals (Alternate)	Judy Drake (Joseph Wetmore)
2025 APPOINTMENTS	
Association of Towns Voting Delegate (Alternate)	Joseph Wetmore (Christine Montague)
Bolton Point Commissioners	Ruth Groff and Mike Moseley
Budget Officers	Town Supervisor and Accountant
Flood Plain Administrator	John Zepko
Cayuga Lake Watershed IO (Alternate)	Joseph Wetmore (Tom Vawter)
Friends of Lansing Center Trail	Patrick Tyrrell
Friends of Salt Point	Patrick Tyrrell
GTC Muni. Health Ins. Consortium Board (Alternate)	Mary Ellen Albrecht (Ruth Groff)
GTCMHIC Delegate to Joint Commission (Alternate)	Mary Ellen Albrecht
Ithaca Tompkins Co. Transportation Council (Alternate)	Ruth Groff (John Zepko)
Owasco Lake Watershed Management Council	Joseph Wetmore
Stormwater Management Officer	John Zepko
Superintendent of Fires (Alternates)	Town Fire Chief (Company Captains)
Tompkins County Council of Governments (Alternate)	Ruth Groff (Joseph Wetmore)
Tompkins County Environmental Management Council	Edward Dubovi
Tompkins County Youth Services Board	Christine Montague
Zoning Officer (Alternate)	John Zepko (Scott Russell)
Ag. & Farmland Protection Committee Chair (Alternate)	Connie Wilcox (John Fleming)
Board of Ethics Chair (Vice Chair)	Jamie Ferris (Gregg Travis)
Capital Improvement Committee Chair	Ruth Groff
Operations & Code Revision Committee Chair	Ruth Groff
Conservation Advisory Council Chair	Edward Dubovi
Personnel Management Committee Chair (Vice Chair)	Ruth Groff (Judy Drake)
Planning Board Chair (Vice Chair)	Dean Shea (Thomas Butler)
Parks, Recreation & Trails Committee Chair	Steve Lauzun
Water, Sewer Stormwater Committee Chair	Mike Moseley
Zoning Board Chair (Vice Chair)	John Young (Susan Tabrizi)

RESOLUTION 25-07

RESOLUTION APPROVING EXECUTION OF AGREEMENT WITH TOMPKINS COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR 2025

RESOLVED, that the Town Board authorizes the Town Supervisor to execute the Agreement for Services with Tompkins County Soil and Water Conservation District which shall commence January 1, 2025, and terminate on December 31, 2025.

RESOLUTION 25-08

RESOLUTION STATING SALARIES FOR PUBLIC OFFICERS OF THE PLANNING AND ZONING BOARD OF APPEALS

RESOLVED, the salaries for the public officers that are members of the Town of Lansing Planning Board will be paid \$800 with the December vouchers. The Lansing Planning Board Chairperson will be paid \$1,550 with the December vouchers. If a member is appointed after January 1st or resigns prior to December 31st, their pay will be prorated based on the number of full months of service. They will be paid with the December vouchers; and

RESOLVED, that the salaries for the public officers that are members of the Town of Lansing Zoning Board of Appeals will be paid \$450 with the December vouchers. The Lansing Zoning Board of Appeals Chairperson will be paid \$850 with the December vouchers. If a member is appointed after January 1st or resigns prior to December 31st, their pay will be prorated based on the number of full months of service. They will be paid with the December vouchers.

RESOLUTION 25-09

RESOLUTION RECOGNIZING THE CURRENT MEMBERS OF TOWN OF LANSING COMMITTEES

RESOLVED, that the following people are recognized as current members of the following committees:

<u>Planning Board Members</u>	Term Expires
7-Year Term	December 31
Butler, Thomas (<i>Vice Chair</i>)	2028
Dennis-Conlon, Sandra	2027
Duthie, John (Alternate)	2025
Fiorille, Alfonso	2025
Hass, Christine	2030
Hautaniemi, Danielle	2031
Licitra, Johnathan	2029
Shea, Dean (<i>Chair</i>)	2026
Villano, Freddy (Alternate)	2025
<u>Zoning Board of Appeals</u>	Term Expires
5-Year Term	December 31
Hayes, Richard	2025
Jones, Jamie (Alternate)	2025
Stoe, Mary	2029

Tabrizi, Susan (<i>Vice Chair</i>)	2027
VandePoel, Roger	2028
Young, John “Jack” (<i>Chair</i>)	2026
<u>Agriculture & Farmland Protection Committee</u> 3-Year Term	Term Expires December 31
Buck, Adam	2025
Eldred, Todd	2025
Fleming, John (<i>Vice Chair</i>)	2025
Hass, Christine	2025
Hatfield, James	2025
Kirby, Jeannine	2025
Larson III, Peter	2025
Moore, Larry	2025
Nedrow, Steve	2025
Patchen, Ken	2025
Wilcox, Connie (<i>Chair</i>)	2025
<u>Board of Ethics</u> 5-Year Term	Term Expires December 31
Dann, John	2027
Ferris, Jamie (<i>Chair</i>)	2026
Travis, Gregg	2029
Withiam, Diane	2028
<u>Capital Planning Committee</u> 1-Year Term	Term Expires December 31
Albrecht, Mary Ellen	2025
Groff, Ruth (<i>Chair</i>)	2025
Herrick, Dave	2025
Moseley, Mike	2025
Schenck, Jenn	2025
Shea, Dean	2025
Tyrrell, Patrick	2025
Zepko, John	2025
<u>Conservation Advisory Council</u> 2-Year Term	Term Expires December 31
Bailey, Robin	2026
Boerman, Brian	2025
Dubovi, Edward	2025
Fleming, John	2025
Hatfield, John	2026
Kitch, Travis	2026

Scanlon, Lisa	2025
Walter, Todd	2025
<u>Operations & Code Revision Committee</u> 1-Year Term	Term Expires December 31
Groff, Ruth (<i>Chair</i>)	2025
Russell, Scott	2025
Shea, Dean	2025
Wetmore, Joseph	2025
Young, John “Jack”	2025
Zepko, John	2025
<u>Personnel Management Committee</u> 1-Year Term	Term Expires December 31
Albrecht, Mary Ellen	2025
Drake, Judy (<i>Vice Chair</i>)	2025
Groff, Ruth (<i>Chair</i>)	2025
Howell, John	2025
Moseley, Mike	2025
Munson, Debbie	2025
Tyrrell, Patrick	2025
Zepko, John	2025
<u>Parks, Recreation & Trails Committee</u>	Term Expires December 31
Anderson, Sharon	2025
Barber, Bruce	2025
Greenwald, Carolyn	2025
Hopkins, Kristin	2025
Lauzen, Steve (<i>Chair</i>)	2025
Licitra, Johnathan	2025
Morse, Laura	2025
Pettograsso, Chris	2025
Tyrrell, Patrick	2025
Wetmore, Joseph	2025
Young, John “Jack”	2025
<u>Workplace Violence Threat Assessment Team</u> 1-Year Term	Term Expires December 31
Albrecht, Mary Ellen	2025
Drake, Judy (Town Board Member)	2025
Lombardo, Melody	2025
Moseley, Mike	2025

Munson, Debbie	2025
Tyrrell, Patrick	2025
Zepko, John	2025

RESOLUTION 25-10

**RESOLUTION APPOINTING ENFORCEMENT OFFICERS
IDENTIFIED IN TOWN CODE**

RESOLVED, that, in addition to any enforcement (or similar) officers identified in the Town Code, the following officers and employees are confirmed and appointed as enforcement officers for the following Chapters of the Town Code for all interpretations, applications, enforcement, permitting, and other matters contained in each Chapter therein. When the term CEO is used it means town code enforcement officers, building inspectors, and people contracted with by the town for such services. When the term “Constables” is used it means any town constables and all NYS police officers. Whenever the Town Clerk, Highway Superintendent, or Director of Parks is referenced, such designation automatically includes appointed deputies and persons designated for enforcement of particular matters by such officers. Similarly, all references to Planners include the Director of Planning.

Chapter 60, Smoking	Code Enforcement Officers, Constables
Chapter 103, Bingo & Games of Chance	Town Clerk
Chapter 108, Code Administration	Code Enforcement Officers
Chapter 112, Unsafe Buildings	Code Enforcement Officers
Chapter 119, Communications Towers	Planners, Code Enforcement Officers, Zoning Officers
Chapter 125, Dogs	Town Clerk, Animal Control Officers and Dog Wardens, Constables
Chapter 137, Fire Prevention (Lock Boxes)	Code Enforcement Officers, Fire Inspectors, Captains, and Marshals of the Town or any Fire District
Chapter 142, Flood Plain Administrator	Planning Director
Chapter 158, Junkyards and Outdoor Storage	Code Enforcement Officers, Planners, Zoning Officers
Chapter 170, Mobile Home Parks	Code Enforcement Officers, Planners, Zoning Officers
Chapter 174, Motorcades, Parades, and Assemblies (Mass Gatherings)	Code Enforcement Officers, Parks Director, Constables
Chapter 190, Parks and Recreation Areas	Parks Director, Constables
Chapter 206, Sewers	Code Enforcement Officers, Highway Superintendent, Constables
Code Chapter 210, Signs	Code Enforcement Officers, Planners, Zoning Officers

Chapter 225, Stormwater	Stormwater Maintenance Officer, Code Enforcement Officers
Chapter 230, Streets and Sidewalks	Highway Superintendent, Code Enforcement Officers, Constables
Chapter 235, Subdivision of Land	Code Enforcement Officers, Planners, Zoning Officers
Chapter 270, Zoning	Planners, Code Enforcement Officers

RESOLUTION 25-11

RESOLUTION ESTABLISHING THE STANDARD WORK HOURS AS REQUIRED FOR DETERMINATION OF RETIREMENT BENEFITS

RESOLVED, that the Town Board hereby establishes the following standard hours per month, as required for determination of retirement benefits for

Town Officials:

7.3 hours/day 36.5 hours/week
 Court Clerk, Deputy Town Clerk, Accountant, Code Enforcement Officer, Information Aides in Code Office, Recreation Office, and Town Clerk’s Office

8 hours/day 40 hours/week
 Bookkeeper, Town Clerk, Senior Court Clerk, Parks & Recreation Supervisor, Zoning/Code/Fire Enforcement Officer, Director of Planning, Town Planner, Highway Superintendent, Deputy Highway Superintendent, Working Supervisor, Secretary to the Highway Superintendent, Motor Equipment Operator, Heavy Equipment Mechanic, Automotive Mechanic Assistant and Laborer

Town Justice	*based on a 6 hr/day	33 hrs/month
Councilperson	*based on a 6 hr/day	41.04 hrs/month
Supervisor	*based on a 6 hr/day	80 hrs/month

* Part-Time & Seasonal Employees are based on a 6-hour workday as established by the Town Board Resolution dated August 1, 1990.

RESOLUTION 25-12

RESOLUTION TO DESIGNATE PROFESSIONAL SERVICE PROVIDERS

RESOLVED, the Lansing Town Board hereby authorizes Town Supervisor to execute agreements for the following professional service providers:

Harris Beach PLLC	Bond Counsel
T.G. Miller, P.C.	Town Engineer – David Herrick
Insero & Co	Town Accountant

RESOLUTION 25-13

**RESOLUTION ADOPTING 2025 ORGANIZATIONAL
RESOLUTIONS 25-01 through 25-12**

RESOLVED, that Organizational Resolutions **25-01 – 25-12** are hereby approved as presented and amended, and further that each such resolution, designation, or appointment remains subject to amendment by resolution of the Town Board made at any time.

The question of the adoption of such proposed Organizational 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 Christine Montague –
Supervisor Ruth Groff –

Councilperson Laurie Hemmings –
Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolutions were approved, carried, and duly adopted on January 15, 2025.

TOWN OF LANSING

HIGHWAY REPORT January 15, 2025

Snow & Ice Winter Maintenance:

- I want to acknowledge the effort and dedication that my employees put forth to ensure that the traveling public could safely travel the roads in Lansing. This has always been and continues to be this department's goal with winter maintenance.
- Crews worked to replace plow parts/blades as needed

Tree & Brush Maintenance

- Crews worked cutting back brush and tree limbs from intersections and within the Road-Right-Away.

Water/Sewer Maintenance:

- Crews have been inspecting manholes within the Warren Road Sewer District

Garage Work:

- I would like to thank Dan, Nedrow and Caleb Ragusa who all worked to get our trucks back in action after breaking down during the storm. We had 3 trucks break down.

Office:

- Mike attended the Bolton Point Commissions meeting.
- Mike attended the E & O meeting at Bolton Point
- Mike attended the Highway Barn meeting

Community:

- Meeting with taxpayers

Cross- Departmental Collaborations:

- Thank you, Tyler Todd, for helping during the snow.

New Highway Barn:

- Ruth Groff, Guy Krogh, Dave Herrick and I met Ben Heller who is an IT consultant for the new DPW facility. We discussed the new building and what will be needed.
- Reviewing items with LeChase regarding the new facility.
- The drawings are at or around 80%.



January
Town Board Report

RECREATION:

- Current programming includes cardio step, yoga, strength & stretch, basketball cheer, boys & girls travel basketball, indoor soccer, swimming (Watercats), skating, Zumba, and wrestling.
- The Christmas Tree has come down for the year. The lights have been stored for decoration next year.
- Travel basketball had the first games of the season on January 4th, all our teams did very well.
- Youth Wrestling hosted a dual meet on December 18th. Our youth wrestlers have been traveling to meets every weekend.
- Youth Skating started last week, one of our largest groups. Thank you to Lansing School Transportation for providing buses.
- Due to careful budgeting and spending we were able to purchase ceiling panels for the ballfield pavilion. This should brighten the space and keep birds out.
- Our department was part of a meeting about the new Sobus Field turf project about which infill material to use.

PARKS:

- More trees have been planted at Myers Park, Salt Point and Lansing Center Trail.
- Beaver damage at Myers Park and Salt Point continues, if it persists, we will have to have them trapped.
- Continuing site clearing and consolidation in preparation for the New Highway Facility.
- Continuing dock work at Myers Park.
- Large area mowing will be done on Lansing Center Trail; this will help control some invasive species.
- Boat slip, dry dock and canoe/kayak renewals have gone out. Next year will be a lottery year for boat slips.
- We started camping and pavilion reservations on January 6th. Camping sites once again filled up very quickly.
- Two RFPs (possible we may not need) for the Trails Comp Plan and Myers Road portion of Greenway feasibility should be nearing approval from the Town Board. Thank you to the Greenway group, John Zepko and Guy Krogh for your assistance.
- Two mowers are cleaned and being prepped for sale.

TOWN HALL/COMMUNITY CENTER:

- We received our grant contract from NYSERDA. I emailed it to Ruth and Guy last week. I have a meeting with NYSERDA and Chris from CCE on January 16th.
- The community center furnaces have been a constant issue; we have installed WIFI thermostats that can send us alerts if the temperature drops too low. This will allow us to get someone there quicker if there is an issue.
- The sliding doors on the Town Hall are having constant issues with the doors not closing as well as the air curtain not working properly. Parts have been ordered for the air curtain this week. This is creating a huge heat loss for the Town Hall; we have bumped up thermostats to help compensate. This has been very disruptive to departmental work.
- Space heaters are running daily at the Town Hall.

This is only a very brief overview of what the Parks & Recreation department does, if you have questions or would like more information please reach out.

Science Explorers/ The Sphero Sphere: Science explorers were busy each program day. This program will transition into “The Sphero Sphere”. This entirely new program will be based on using the Sphero robot. The activities will be scaffolded into lessons that build on the previous programs. Starting with the basics of direct live control, to two different types of programming, drag and drop programming and then writing basic Java Script to send the robots on their preplanned routes, even creating art with them!

Outdoor Adventure: Outdoor Adventure will continue with students who have been on the wait list, focusing on winter survival skills, and winter outdoor recreation activities that students can put into practice at home. Tracking and shelter construction always seem to be a priority for students and because fire is so critical, each student will make their own friction kit to bring home.

The Art Factory/ Dungeons and Dragons: Following such a successful holiday season for the Art Factory students, their well-deserved celebration will take place early in January where they can make or recreate projects, they made throughout the fall to bring home for themselves, and of course, have a good time celebrating the success of their Artisan Fair sales. Up next will be Dungeons and Dragons. This program is always popular with well-seasoned players as well as new participants who are just getting their feet wet in this magical world.

Delicious Desserts/ Mini-to-Major Olympics: Delicious Desserts concluded with a nice product for students to bring home and share with their families- chocolate chip cookies to start the holiday season. Several families have requested the recipe, a good sign that participants put their all into making them for their families. This program will transition to a version of Mini-Olympics. Daily competitions of modified Olympic events will transition to exploring other large-scale events, leading up to the annual Rural Youth Services Winter Olympics event that takes place in February.

Youth Employment: Youth employees will begin the new year in a variety of positions. There will be three to four teens assisting with Lansing Youth Services programs, including two new Dungeon Masters for the Dungeons and Dragons Program. Youth employees will continue at the Lansing Public Library, with at least one new student starting this January. Youth Employees will continue to assist in the Lansing High School Library, as well as working with the Lansing Rec. Department to help chaperone the Ice-Skating program that is offered to Elementary and Middle School Students.

RESOLUTION APPROVING THE TOWN CLERK'S 2024 ANNUAL REPORT, 2024 WATER AND SEWER COLLECTION REPORT AND 2024 RECEIVER OF TAXES REPORT

RESOLUTION 25 –

RESOLUTION APPROVING THE TOWN CLERK'S 2024 ANNUAL REPORT, 2024 WATER AND SEWER COLLECTION REPORT AND 2024 RECEIVER OF TAXES REPORT

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the following Town Clerk’s 2024 Annual Report, 2024 Water and Sewer Collection Report, and 2024 Receiver of Taxes Report, as set forth below.

TOWN CLERK’S 2024 ANNUAL REPORT

RECEIPTS	
Marriage Transcripts	\$ 260.00
Marriage Licenses	\$ 1,250.00
Decals	\$ 17,163.00
BINGO	\$ 75.00
Photocopies	\$ 16.00
Dog Licenses	<u>\$ 31,700.00</u>
TOTAL RECEIPTS	\$ 50,464.00
 DISBURSEMENTS	
Paid to Supervisor for General Fund	\$ 31,455.53
Paid to NYS DEC for DECALS	\$ 16,305.47
Paid to Ag & Markets for Animal Population Control	\$ 1,983.00
Paid to NYS Health Dept. for Marriage Licenses	\$ 675.00
Paid to State Comptroller for BINGO Licenses	<u>\$ 45.00</u>
TOTAL DISBURSEMENTS	\$ 50,464.00

Dog Tickets Issued – 21
 Accessible Parking Permits Issued/Renewed – 267
 Notary Signatures – 1,035
 FOIL Requests – 43

2024 TOWN OF LANSING
WATER AND SEWER COLLECTION

MONTH	WATER	PENALTY	TOTAL
January	\$2,636.93	\$200.26	\$2,837.19
February	\$213,209.45	\$763.34	\$213,972.79
March	\$17,230.08	\$951.50	\$18,181.58

April	\$2,133.64	\$195.87	\$2,329.51
May	\$160,833.36	\$669.85	\$161,503.21
June	\$10,398.07	\$593.15	\$10,991.22
July	\$59,961.85	\$267.08	\$60,228.93
August	\$235,258.62	\$6,586.85	\$241,845.47
September	\$28,581.61	\$1,982.70	\$30,564.31
October	\$10,829.71	\$1,173.91	\$12,003.62
November	\$219,445.23	\$50.21	\$219,495.44
December	\$21,439.49	\$1,169.42	\$22,608.91
TOTAL	\$981,958.04	\$14,604.14	\$996,562.18

CHERRY ROAD SEWER COLLECTION

MONTH	SEWER	PENALTY	TOTAL
January	\$183.92	\$0.00	\$183.92
February	\$8,653.18	\$36.90	\$8,690.08
March	\$483.58	\$32.97	\$516.55
April	\$380.95	\$45.50	\$426.45
May	\$8,439.03	\$9.53	\$8,448.56
June	\$408.53	\$19.06	\$427.59
July	\$169.05	\$16.91	\$185.96
August	\$8,637.13	\$0.00	\$8,637.13
September	\$785.81	\$59.56	\$845.37
October	\$479.75	\$43.73	\$523.48
November	\$8,801.67	\$0.00	\$8,801.67
December	\$285.75		\$285.75
TOTAL	\$37,708.35	\$264.16	\$37,972.51

WARREN ROAD SEWER COLLECTION

MONTH	SEWER	PENALTY	TOTAL
January	\$0.00	\$0.00	\$0.00
February	\$47,173.72	\$17.29	\$47,191.01
March	\$71.92	\$9.50	\$81.42
April	\$0.00	\$0.00	\$0.00
May	\$47,001.52	\$32.94	\$47,034.46
June	\$88.50	\$0.00	\$88.50
July	\$0.00	\$0.00	\$0.00
August	\$49,508.23	\$26.55	\$49,534.78
September	\$744.90	\$38.68	\$783.58
October	\$421.85	\$33.93	\$455.78
November	\$50,957.46	\$0.00	\$50,957.46
December	\$824.16	\$47.02	\$871.18
TOTAL	\$196,792.26	\$205.91	\$196,998.17

	WATER/SEWER	PENALTY	TOTAL
GRAND TOTALS	\$1,216,458.65	\$15,074.21	\$1,231,532.86

2024 Return of Taxes - Town of Lansing

ORIGINAL WARRANT	\$16,315,299.77
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DUE TO SUPERVISOR	\$5,467,777.50	DUE TO COUNTY	\$10,847,522.27
Adjustments-Bill #3729	\$153.93		\$0.00
Bill #300	\$2,145.69		\$4,245.53
Bill #3728	\$115.45		
ADJUSTED DUE SUPERVISOR	\$5,465,362.43	ADJUSTED DUE COUNTY	\$10,843,276.74

TOTAL ADJUSTED WARRANT	\$16,308,639.17
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COLLECTED

1st Installments	\$417,589.81
Service Charge (for 1st installments)	\$20,879.59
Full Payments	\$14,771,507.72
Penalties	\$9,121.93
Late Notice Fees	\$91.00
Bad Check Fees	\$20.00
TOTAL COLLECTED	\$15,219,210.05
Bank Interest	\$45,128.35
TOTAL COLLECTED PLUS INTEREST	\$15,264,338.40

PAYMENTS TO SUPERVISOR		RECONCILE WITH COUNTY	
	\$5,465,477.88	Franchise Tax	\$380,189.94
2/2/2024 ck #1015		2nd Install Due	\$417,588.82
		paid ck #1018	\$7,500,000.00
		paid ck #1019	\$1,500,000.00
		paid ck #1021	\$343,545.16
		Unpaid Taxes Returned to County	\$701,952.82
		Sub Total	\$10,843,276.74
		TOTAL FOR RECONCILE	\$10,843,276.74
		(Subtract from Adjusted County Warrant)	
TOTAL PAID SUPERVISOR	\$5,465,477.88	BALANCE DUE TO COUNTY	\$0.00
BALANCE DUE TOWN	-\$115.45		

OTHER PAYMENTS TO TOWN		OTHER PAYMENTS TO COUNTY	
Penalties	\$9,121.93	Service Charge (for 1st install) paid ck#1017	\$20,879.59
Late Notice Fees	\$91.00		
Bad Check Fees	\$20.00		
SUB TOTAL	\$9,232.93		
Interest in checking account	\$45,128.35		
Bill#3728 adj-overpaid supervisor	-115.45		
Total Other to Town	\$54,245.83		

Paid to Supervisor-			
4/15/24 ck #1020	\$53,413.40		
5/1/24 ck #1022	\$832.43		
Balance due to Supervisor (other payments)	\$0.00		
BEGINNING TOTAL IN CHECKING	\$0.00		
Total Collected plus interest	\$15,264,338.40		
Warrant Paid to Town	\$5,465,477.88		
Other Payments to Town	\$54,245.83		
Warrant Paid to County	\$9,343,545.16		
Franchises	\$380,189.94		
Other Payments to County	\$20,879.59		
ENDING TOTAL IN CHECKING	\$0.00		
Full Payment Bills Collected	4,453	New Apportioned Bills	12
First Installments Collected	242	Total In Lieu of Taxes	\$13,177.22
Unpaid Bills	128		

RESOLUTION APPROVING FEES FOR TOWN CLERK AND PARKS AND RECREATION DEPARTMENTS FOR 2025

RESOLUTION 25-

RESOLUTION APPROVING FEES FOR TOWN CLERK AND PARKS AND RECREATION DEPARTMENTS FOR 2025

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

WHEREAS, the Town Clerk and Park and Recreation Supervisor have provided updated fee schedules for the Town of Lansing for the year 2025; and therefore

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the following Town Clerk Fees and Town of Lansing Parks and Recreation Department Fees for 2025.

BE IT FURTHER RESOLVED, that these 2025 Town Clerk and Lansing Parks and Recreation Department Fees remain subject to amendment throughout the year by the Town Board.

Town of Lansing Town Clerk Fees

LANSING TOWN CLERK FEES FOR 2025	
Bad Check Fee	\$20.00
Photocopies	\$0.25
Faxes (per sheet)	\$4.00
Marriage License	\$40.00
Marriage Transcript	\$10.00
Dog Licenses:	
Unaltered	\$25.00
Altered (Spay/Neuter)	\$15.00
Dog Tag Replacement	\$5.00
Dog Ticket Fee	\$10.00
DEC Agent Print Fee	\$1.00

Lansing Parks & Recreation Department Fees

2023-2025 Myers Park Marina Fee Schedule				
Resident Rate: \$74/FT		Non-Resident Rate: \$84/FT		
Boat Length Per FT	If paid in full by February 7th	Installment: 1st Payment: Feb. 7, 2025 2nd Payment March 7, 2025	If paid in full by February 7th	Installment: 1st Payment: Feb. 7, 2025 2nd Payment March 7, 2025
Min. 20'	\$ 1,480.00	1st: \$740 2nd: \$740	\$ 1,680.00	1st: \$840 2nd: \$840
21'	\$ 1,554.00	1st: \$777 2nd: \$777	\$ 1,764.00	1st: \$882 2nd: \$882
22'	\$ 1,628.00	1st: \$814 2nd: \$814	\$ 1,848.00	1st: \$924 2nd: \$924
23'	\$ 1,702.00	1st: \$851 2nd: \$851	\$ 1,932.00	1st: \$966 2nd: \$966
24'	\$ 1,776.00	1st: \$888 2nd: \$888	\$ 2,016.00	1st: \$1008 2nd: \$1008
25'	\$ 1,850.00	1st: \$925 2nd: \$925	\$ 2,100.00	1st: \$1050 2nd: \$1050
26'	\$ 1,924.00	1st: \$962 2nd: \$962	\$ 2,184.00	1st: \$1092 2nd: \$1092
27'	\$ 1,998.00	1st: \$999 2nd: \$999	\$ 2,268.00	1st: \$1134 2nd: \$1134
28'	\$ 2,072.00	1st: \$1036 2nd: \$1036	\$ 2,352.00	1st: \$1176 2nd: \$1176
29'	\$ 2,146.00	1st: \$1073 2nd: \$1073	\$ 2,436.00	1st: \$1218 2nd: \$1218
30'	\$ 2,220.00	1st: \$1110 2nd: \$1110	\$ 2,520.00	1st: \$1260 2nd: \$1260
31'	\$ 2,294.00	1st: \$1147 2nd: \$1147	\$ 2,604.00	1st: \$1302 2nd: \$1302
32'	\$ 2,368.00	1st: \$1184 2nd: \$1184	\$ 2,688.00	1st: \$1344 2nd: \$1344
Boat Slips with Electric add \$200				

Town of Lansing Parks & Recreation

2025 PAVILION INFORMATION

PAVILION	SIZE	CAPACITY	RES.FEE	NON-RES FEE
A	40' X 30'	150	\$55.00	\$60.00
B	50' X 30'	200	\$75.00	\$80.00
C	40' X 34'	150	\$55.00	\$60.00
D	48' X 36'	200	\$75.00	\$80.00
E	36' X 28'	100	\$55.00	\$60.00
F	36' X 28'	100	\$55.00	\$60.00
G	36' X 28'	100	\$55.00	\$60.00
BALLFIELD		150	\$55.00	\$60.00
LUDLOWVILLE		75	\$30.00	\$35.00

2025 PARK AND MARINA FEE SCHEDULE

	RESIDENTS	NON-RESIDENTS
PARK ADMISSION (per car) -Admission will be charged daily	FREE with Myers Park resident sticker	\$7.00
-Non-Resident Season Admission Pass		\$40.00
-Non-Resident Season Admission Pass Sr. Citizen		\$25.00
LAUNCHING		
- per launch	\$6.00	\$8.00
- season permit	\$50.00	\$70.00
- Sr. Citizen season permit	\$40.00	\$60.00
DRY DOCK		
Seasonal – April 1 st – Nov. 1 st	\$400.00	\$500.00
KAYAK Seasonal – April 1 st – Nov. 1 st	\$100.00	\$125.00
TRANSIENT DOCKING Must dock in designated area only!	\$5 (4 hr Max)	
CAMPING (per night) Water, Electric & WIFI included on every site.	\$42.00	\$46.00
- Weekly Rate (7 Nights)	\$275.00	\$295.00
- Monthly Rate (30 OR 31 Nights)	\$1,000	\$1,000
BOATS	\$74/FT	\$84/FT

Extra Season Launch sticker – Customers with multiple boats may purchase an extra season launch sticker for an additional \$5.00. Registration for the additional boat must be shown at the time of purchase along with the additional trailer license plate number.

Senior Citizen prices are for anyone 62 & older. There is no discount rate for camping, dry dock, kayak racks or pavilions.

Rules and Regulations for Use of Lansing Community Center

RULES:

1. **To reserve** the Community Center, contact the Parks and Recreation Office at 607-533-7388, or stop by the office at 29 Auburn Road, Monday – Thursday 7:30am to 4:00pm, Friday 7:30am to Noon.
2. **FEE:** rental of the building is **\$75**. There is no charge for non-profit organizations.
3. All organizations must provide a Certificate of Insurance in the amount of \$500,000 combined single limit and the Town of Lansing named additionally insured.
4. **Renting party must remain on designated floor only.** Other areas of the building may be rented simultaneously.

KEYS:

5. Weekly and bi-weekly users will be assigned one key to the leader of the organization at the beginning of the assigned use date. The key must be signed out in person at the Parks and Recreation Office. At the end of the scheduled season, you must return the key to the Parks and Recreation Office.
6. All other users must sign out a key in person at the Parks and Recreation Office and return the key in the ***Parks & Recreation Drop Box***, immediately after use, located in the Town Hall Foyer.

KITCHEN USE:

7. There will be a fee of **\$25** for kitchen use.
Kitchen use includes the use of the stove, griddle, and/or the dishwasher.

CLEAN UP:

8. Return tables and chairs to their original spots. Do not drag tables and chairs across the floor. If the kitchen facilities are used, please wipe down and clean all surfaces. If extensive clean-up is required after your use of the Community Center, you will be charged a clean-up fee of \$50 per hour.
9. Turn off lights for the **BATHROOMS, THE 2ND FLOOR, AND THE FOYER ONLY**.
All other lights are on sensors and turn off automatically.
10. **Be sure all doors are locked when you leave.**
11. If there is any abuse to the building, you will lose your privilege to use the building.
12. Youth groups must have an adult supervisor.
13. **NO ALCOHOLIC BEVERAGES ARE ALLOWED.**
14. If you experience problems during the use of the Community Center with the water, heat, plumbing, or appliances, please call one of the following immediately:

Patrick Tyrrell
315-246-3575

Tyler Todd
607-280-9504

Parks & Recreation Department
607-533-7388

Thank You!
Lansing Parks and Recreation Office

LIMITED USE LICENSE AND CONCESSION AGREEMENT

THE PARTIES: The **Town of Lansing**, as an incorporated subdivision of the State of New York, with its offices at 29 Auburn Road, Lansing New York 14882 (herein, the “Town”) and **Paddle-N-More Inc.**, Attn. Jennifer Wells, President, 711 Auburn Road, Groton, NY 13073 (herein, the “Licensee”)

WHEREAS, licensee wishes to use, occupy or encroach upon parkland within and owned or operated by the Town of Lansing, including specifically Myers Park and Salt Point (collectively, the “Park”), for the purposes of operating a concession, which parkland location and concessionary use is more specifically described in the document included and incorporated into this Agreement; and

WHEREAS, the Town of Lansing has a Local Law (#2 of 2007) that requires a permit for any rental, commercial, or like activities conducted in any parks of the Town, and such Local Law and this License Agreement (the “Agreement,” including as required under Town Law), and the Permit made a part hereof, shall authorize Licensee to enter and so use the Park as herein authorized, and as Licensee desires to license use of improvements, facilities, and land in the Park from the Town, and the Town agrees to license the same, but only and solely upon the terms stated in this Limited Use License Agreement (the “License”), such that the terms hereof are accepted by both parties, and

NOW, THEREFORE, upon the terms and conditions herein stated and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Town and Licensee (collectively the “Parties”), the Parties agree as follows:

1. LICENSE, TERM & FEE. The Town hereby agrees to License to Licensee, and Licensee hereby agrees to License from the Town, the right to use of certain areas and improvements identified on Schedule A hereto (herein, the “Premises”), subject to the terms and conditions herein stated or incorporated, and for the purposes of operating and managing a certain permitted concessionary use for non-motorized or paddle watercraft concessions within Myers Park, including upon the terms and conditions set forth in Exhibit B. This License shall commence upon the execution hereof by both Parties and shall thereafter continue through December 31, 2026 (the “Term”). The License may thereafter may be renewed for successive 2-year periods upon terms as may in the future be agreed to by the Parties (an “Extended Term,” being also a Term). Licensee shall pay as a license fee for use of the Premises the amount of 10% of the gross concession sales with a cap amount of \$12,000. (the “Fee” or “Fees”). Fees shall not include commissions on any amount of sales taxes collected or due, all Fees shall be paid annually on or before March 1 for the preceding year, and an accounting of such Fee amounts shall be submitted to the Town substantially in the form and containing the information set forth in Exhibit C. Notwithstanding any term of this Agreement, or any other representations, agreements, or discussions between the Parties, this License is revocable at the will of the Town, with or without cause or reason, and without recourse by Licensee, and nothing herein grants, conveys, or gives to Licensee any right, title or interest in or to the Park or any rights of use therein, except as set forth here, all of which rights are revocable at will by the Town.

2. NO WARRANTIES; CONSEQUENTIAL DAMAGES EXCLUDED. LICENSEE ACKNOWLEDGES THAT THE TOWN HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OF THE PREMISES OR ANY FIXTURES OR EQUIPMENT THAT MAY BE THEREIN, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE PREMISES, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. THE TOWN SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE OR THE USE OF THE PREMISES, EVEN IF THE TOWN IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES, AND EVEN IF SUCH DAMAGE OR LOSS WAS FORESEEABLE.

3. NO AGENCY. Licensee acknowledges and agrees that it is not an agent of the Town, and that the sole relationship between the Parties is that of licensor and licensee.

4. LOSS OR DAMAGE; INSURANCE. Licensee hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Concession Area from any and every cause whatsoever, including any and all improvements, equipment and fixtures in or upon the Concession Area. Licensee shall not be responsible for theft, damage, destruction or other injury to other parts of the Park or any building or improvements in which the Concession Area is located which are not used by Licensee, and references herein stating or implying otherwise (except as to insurance obligations) are intended to require only a duty to maintain such areas as used and maintain insurance for all Parks and operations. Licensee shall obtain and maintain for the entire Term insurance against loss or damage upon the terms as outlined in Exhibit D.

5. NEGATIVE COVENANTS. Licensee shall not create, incur, assume, or suffer to exist any mortgage, lien, pledge, or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Premises or this License. Licensee shall not assign or in any way dispose of all or any part of its rights or obligations under this License, or enter into any sublicense or sublease without the prior written consent of the Town, which consent may be withheld for any or no reason.

6. EVENTS OF DEFAULT. Any default under this License shall be deemed an “Event of Default.” Each of the following shall also be deemed an Event of Default: *Nonpayment* - If Licensee fails to pay any Fee or any other payment required hereunder when due and payable, by acceleration or otherwise, and such failure continues for a period of five or more days; *Breach of License or of Warranty* - If Licensee breaches this License or defaults in performance hereunder, or if any representation or warranty contained herein is breached or is misleading, false or incorrect when made or at any time thereafter; *Insurance* - If Licensee fails to keep the Premises and all operations duly insured; *Failure to Perform* - If Licensee fails to perform, fails to reasonably provide services to users of the Park as herein envisioned, and such failure or breach shall continue and not be cured within 15 days of notice thereof delivered by the Town; *Death, Dissolution or Insolvency* - If any Licensee dies, dissolves, or is adjudicated insolvent or bankrupt.

7. FIXTURES AND EQUIPMENT. Licensee shall maintain all fixtures and equipment in the Park in good repair, condition, and working order, and shall furnish any and all parts, mechanisms,

and devices required to keep and maintain such fixtures and equipment in good repair, condition, and working order. Licensee shall assume all risk and liability arising from or pertaining to the delivery, installation, leasing, possession, operation, use, storage, repair, maintenance, improvement, and return of any fixtures and equipment. Licensee shall comply with all governmental laws, regulations, requirements and rules, all manufacturer's instructions and warranty requirements, and with the conditions and requirements of all policies of insurance with respect to the Premises. Licensee is responsible for meeting and maintaining compliance with all codes, sanitary, building or otherwise, that affect the Premises or the fixtures or equipment, including, but not limited to, maintaining or obtaining any certificates of occupancy or compliance.

8. REMEDIES. Upon the occurrence of any Event of Default and at any time thereafter, the Town may, with or without canceling this License, and in its sole discretion without recourse, do any one or more of the following: *Cancel* - Terminate this License; *Repossession* - With or without notice or legal process enter and retake possession of the Premises, and remove Licensee therefrom without liability therefor, and if Licensee has business or personal property in or at the Premises the Town may remove and store such items at Licensee's expense and shall suffer no liability for loss or damage thereto; *Additional Amounts Due* - Licensee be liable for and promptly pay upon demand of the Town any and all expenses which the Town incur for any legal expenses, attorneys' fees, brokerage commissions, and all other costs paid or incurred by the Town for termination, retaking possession, and restoring the Premises to good order and condition; *Other Rights* - The Town may exercise any other right or remedy that may be available to it at law, equity, admiralty, and no remedy referred to herein is intended to be exclusive, but shall be cumulative and in addition to any other remedy available to the Town.

9. INDEMNITY. Licensee shall indemnify and hold the Town harmless, to the fullest extent permitted by law, from and against all claims, losses, liabilities, damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of or in any manner connected with this License or the use of the Premises by Licensee (including claims for injury to or death of persons and for damage to property, and claims relating to latent or other defects in the Premises, whether or not discoverable by Town). Licensee agrees to give the Town prompt notice of any such claim or liability. The indemnity required by this Section shall include the defense of the Town, and the costs of defense, including attorneys', experts', and consultants' fees.

10. NOTICE. Any notices or demands required to be given herein shall be given to the parties in writing by certified mail or by personal delivery to the addresses or email addressed herein set forth or provided by notice.

11. OTHER TERMS AND CONDITIONS. This License shall in all respects be governed by, and construed in accordance with, the laws of the state of New York. Licensee hereby waives the right to a trial by jury of any matters arising out of this License, or the conduct of the relationship between the Town and Licensee, and further waives all rights of counterclaim and set-off. The Town's failure at any time to require strict performance by Licensee of any of the provisions hereof shall not waive or diminish the Town's right thereafter to demand strict compliance therewith, or with any other provision. Waiver of any default shall not waive any other default. Any and all claims or causes of action, whether in law, equity, admiralty, or otherwise, accruing, arising, or assertable against the Town under or in connection with this License shall be

commenced within the shorter of the existing statute of limitations or one year from the date of occurrence of the event, act, or failure to act that gives rise to such claim or cause of action, and Licensee expressly acknowledges and agrees that such contractual limitations period shall apply to all matters and claims irrespective of any statutory provision to the contrary. Time is of the essence with respect to performance by Licensee under this License. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision. Licensee has made no objection to the condition of the Premises, the improvements thereof, or to the Park, and accepts the Premises and improvements in its AS IS, WHERE IS condition. Licensee hereby waives, individually and on behalf of Licensee's insurer(s), any and all claims or rights of subrogation against the Town for any loss or damage insured. The remedies provided for in this License shall be cumulative, and are in addition to any other remedies available to the Town at law, in equity, under admiralty, by statute, or otherwise.

12. ENVIRONMENTAL COVENANTS. Licensee will at all times comply with and will not violate any applicable federal, state, county, or local statutes, laws, regulations, rules, ordinances, codes, licenses, and permits of any governmental authorities relating to toxic or hazardous substances and environmental matters, and any amendments or extensions thereof, including, without limitation the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the New York State Environmental Conservation Law, Navigation Law, and Public Health Law, and all other applicable environmental regulations and requirements, as all now exist or are hereafter amended or re-codified. Licensee will not cause any hazardous or toxic materials, substances, pollutants, or contaminants to be released into the environment, or deposited, discharged, placed, or disposed of on, at, or near the Premises. Licensee will, immediately upon receipt of actual or constructive notice of any violation of any of the matters referred to in this clause, promptly notify the Town and deliver copies of all documents relating thereto to the Town. Licensee's duties of indemnity as set forth in this Agreement shall also cover fines, penalties, and expenses relating to the same and all costs of investigation, monitoring, remediation, removal, restoration or permit acquisition that arise from or in relation to any act or failure to act of Licensee and its employees, agents, affiliates, visitors, customers, lessees, successors or assigns. Licensee acknowledges and agrees that the termination or expiration of this License shall not relieve or release Licensee of or from any indemnity to be so provided under this Agreement, as well as any legal liability or responsibility pertaining to any environmental cost or loss.

13. RECYCLING AND RELATED OBLIGATIONS. Licensee covenants and agrees, at Licensee's sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse, and trash, and Licensee shall arrange for such removal or collection at Licensee's sole cost and expense.

14. IDA AND RELATED REQUIREMENTS: Licensee hereby represents and warrants that it and none of its principles, owners, officers, employees, or Licensees will: (i) hire, employ, contract with, or utilize any person or entity that is identified on the Prohibited Entities List maintained under the NYS Iran Divestment Act of 2012; (ii) conduct business or operations in Northern Ireland, or be or become owned are directly or indirectly by any individual or legal entity has

business operations in Northern Ireland, except as may be allowed and in compliance with the NYS MacBride Fair Employment Principles (as partly codified in State Finance Law § 165(5); (iii) are individuals or entities that have been determined to have committed, or that poses a significant risk of committing, acts of terrorism or violations of US or international law that threaten the security of U.S. nationals or the national security, foreign policy, or economy of the U.S., including but not limited to persons and entities regulated by trade embargoes and prohibitions, by the International Emergency Economic Powers Enhancement Act of 2007, by the Trading with the Enemies Act, by the Foreign Narcotics Kingpin Designation Act, by Executive Order 13224 (“Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”) and other related Executive Orders, by the rules of the US Department of the Treasury and OFAC that prohibit transactions with persons, entities, countries, governments, governmental agencies, and NGOs listed in any Executive Order, upon the Controlled Countries List, or the Specially Designated Nationals Lists, or which pertain to any prohibition in trade or commerce in relation to certain designated goods or conflict minerals; and (iv) Licensee and none of its affiliates have ever been named or listed upon any New York State debarment list, including those maintained by the Department of Labor and the Workers’ Compensations Board. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law), and all other County, State and Federal non-discrimination requirements and laws, Licensee will not discriminate against any person or entity because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, or upon any other direct or indirect basis due to any impermissible bias, discrimination, or prohibited classifications.

15. ENTIRE AGREEMENT. This License constitutes the entire understanding of the Parties, revokes and supersedes all prior discussions, negotiations, and agreements between the parties, and is intended as a final expression of their agreement.

LICENSEE : Paddle-N-More, Inc.

By: _____, President
Jennifer Wells

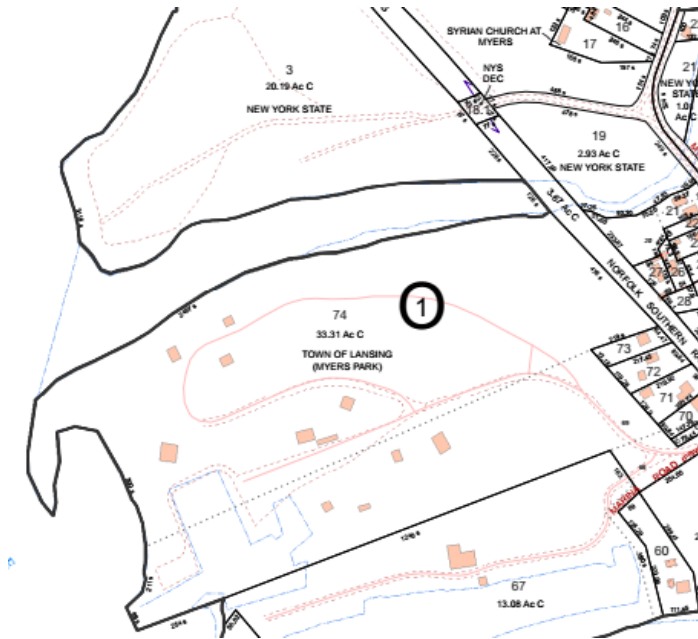
Town of Lansing
By: _____
Its: _____

**EXHIBIT A
LICENSED CONCESSION PERMIT AND FACILITIES MAP**

THIS EXHIBIT, WHEN PART OF A LICENSE AGREEMENT DULY EXECUTED BY THE TOWN OF LANSING, IS AND SHALL BE DEEMED A PERMIT AS REFERENCED IN AND REQUIRED BY TOWN OF LANSING LOCAL LAW #2 OF 2007, AND SUCH PERMIT SHALL BE VALID FOR THE TERM OF THE LICENSE AND ANY EXTENDED TERMS, UNLESS SOONER TERMINATED.

THIS PERMIT SHALL BE VALID FOR THE FOLLOWING LOCATIONS AND USES, EACH AS FURTHER DEFINED AND CONDITIONED BY THE UNDERLYING LICENSE AGREEMENT:

- Park: Myers Park and adjacent waterways under the control by ownership or license of the Town of Lansing.
- Location of Concession: Non-motorized Boat and Kayak slips and racks, and other areas marked on map below, and including buildings and improvements in such area to the extent allowed or permitted in the License Agreement.
- Items for Rental or Sale: Kayaks, Canoes, non-motorized watercraft and recreational vehicles, plus paddles, accessories and safety devices, and any assorted related sundries or supplies.
- Schedule/Hours of Operation: In discretion of Licensee based upon season and weather, but at reasonable times and providing reasonable availability as promotes safe recreational uses in the Park as an amenity and service to those using the Park.



When this License is executed above and remains in force, unrevoked, and in Term, and the signature of the Director of Parks and Recreation of the Town of Lansing, or his or her designee,

is set forth below, this Exhibit is and shall be and be deemed a validly issued Permit under Local Law #2 of 2007.

Town of Lansing Parks and Recreation Department

By: _____
Date: _____

EXHIBIT B
ADDITIONAL TERMS OF LICENSE AND DUTIES OF CARE

1. Maintain the Premises, facilities, and equipment in good condition in accordance with all applicable standards, rules, laws, regulations, License and requirements of the License Agreement, and all current boating laws. To the extent required, ensure current registration stickers and permits for all watercraft and the proper display of the same under applicable boating laws and regulations.

2. Provide properly fitting US Coast Guard approved Personal Floatation Devices (PFD) for each person on board each watercraft. Children 12 years of age and under must wear an approved PFD at all times when on the watercraft. Further provide adequate instruction to all renters and users to ensure basic operational knowledge of equipment rented and all safety requirements applicable to each piece of rental equipment.

3. Abide by the regulations of Town of Lansing Local Law Local Law #2 of 2007, the local law for "Rules and Regulations for Conduct and Other Activities in Parks of the Town of Lansing."

4. Ensure preprinted, consecutively numbered rental agreements are read and signed by each renter. The rental agreement shall include boating regulations and renters operating vessels must observe any and all applicable laws, statutes, rules or regulations pertaining to watercraft and boating. The rental agreement shall also include or have attached, a checklist identifying any existing or new damage to the craft. Also keep separate true and accurate books and records showing all of Licensee's business transactions under this Agreement in a manner that conforms to industry standards and practices and in a manner acceptable to Town.

5. Immediately report any accidents to the Town of Lansing Parks and Recreation Department.

6. Obtain all necessary licenses, permits, and approvals as set forth in the Agreement or as required by any other agency or authority, and abide by all applicable health, safety, permit conditions, and environmental codes and regulations.

7. No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, without prior written consent of the Town and only consistent with the purposes of the Agreement.

8. Licensee shall not serve, sell, provide, consume, or allow the consumption of alcoholic beverages upon or in the Premises.

EXHIBIT C
ANNUAL FINANCIAL REPORTING DOCUMENTATION

INCOME & PROFITS

Gross Sales/Receipts	\$	
Less Returned Sales and Allowances	\$	
Less Sales Taxes	\$	
NET SALES FOR PERIOD		\$

Cost of Goods Sold:	\$	
Inventory at Beginning of Period	\$	
Add Purchases During Period	\$	
Merchandise Available for Sale	\$	
Less Inventory at Close of Period	\$	
Less Cost of Goods Sold	\$	

GROSS PROFIT		\$
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EXPENSES

Salaries & Wages	\$	
Concession License fees	\$	
Insurance	\$	
Materials & Supplies	\$	
Maintenance & Repairs	\$	
Utilities (including telephone)	\$	
Advertising	\$	
Taxes & NYS Licenses	\$	
Legal & Accounting	\$	
Travel & Transportation	\$	
Interest	\$	
Security	\$	
Administrative Overhead	\$	
Depreciation (equipment)	\$	
Amortization (improvements)	\$	
Other	\$	
TOTAL EXPENSES		\$

NET PROFIT FROM OPERATIONS (EBITA)		\$
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STATEMENT OF MONTHLY GROSS SALES/RECEIPTS (NOT INCLUDING SALES TAXES)

- Jan:
- Feb:
- Mar:
- Apr:
- May:
- Jun:
- Jul:

Aug:
Sep:
Oct:
Nov:
Dec:

CALCULATION OF CONCESSION/LICENSE FEE (10%): \$_____

If the "Total Monthly Gross Sales/Receipts" above does not match the Cash Flow Statement "Gross Sales/Receipts," please explain:

The undersigned declares and certifies that the above statement and the attached Cash Flow Statement and any attached documentation are not misleading due to including or failing to include any material data or facts, and that the same are true, accurate, and correct to the best knowledge of each of the undersigneds.

AUTHORIZED _____ SIGNATURE:

DATE: _____

PRINTED _____ NAME _____ OF _____ PREPARER:

**EXHIBIT D
INSURANCE REQUIREMENTS**

Insurance. Licensee promises, represents, and warrants that it will maintain insurance in accordance with the following requirements for the entire time this Agreement remains in effect. Licensee shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best’s Ratings of A or higher in good standing and qualified to do business in New York State:

Insurance	Minimum Limits
Workers Compensation	Statutory limits
Commercial General Liability	\$1M per occurrence \$1M personal and advertising injury \$2M products and completed operations aggregate \$2M general aggregate
Automobile Liability-Owned, Hired, and Non-Owned	\$1M combined single limit
Excess / Umbrella Liability	\$1M Each occurrence
Professional liability / Errors and Omissions	\$1M per claim \$1M annual aggregate

The following shall also apply to all listed insurance requirements:

1. All insurance and policies shall name the Town, its officer, employees, and agents as additional party insureds (the “Additional Insureds”) with respect to the performance of and obligations arising in relation to this Agreement. The Town shall be notified in writing at least 30 days prior to cancellation of or any material change in the policy or coverage limits. The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if Licensee procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.

2. All Licensee insurance shall be primary and any Town coverages shall be secondary and non-contributory. All coverage shall include defense costs and shall apply to any liability arising from Licensee’s acts, errors, or omissions, and Licensee waives any and all rights of subrogation against the Town, and each such insurance policy shall be endorsed to waive (or shall expressly waive) subrogation rights and claims, but existence or non-existence of such waiver or endorsement shall not affect Licensee’s waivers of subrogation. Commercial General Liability coverages may be met through a combination of umbrella and primary policies, but in no case in form no less broad than a standard ISO CG 0001. No coverage exclusions or limitations as respects NY Labor Law requirements are permitted. All insurance and policies shall be written on an occurrence basis. Any deductibles or self-insured retentions shall be the sole responsibility of Licensee and coverages shall apply for the benefit of the Town and Additional Insureds as if no deductible or self-insured retention applied.

3. Upon request Licensee shall furnish certificates of insurance evidencing all identified insurance coverages (including without limitation, an Acord form) and, at least 30 days prior to the expiration of any policy, certificates evidencing additional or renewal policies. The failure to

request or furnish certificates, or of any certificate, policy, or coverage, to meet the requirements of this Agreement, shall not excuse compliance herewith by Licensee, nor constitute or be construed as a waiver by the Town any Additional Insured.

4. Licensee shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Licensee shall bear the risk of loss with respect to any of its expenses or loss of income or profits.

RESOLUTION AUTHORIZING EXECUTION OF CONCESSION LICENSE AND AGREEMENT FOR NON-MOTORIZED WATERCRAFT AT MYERS PARK

RESOLUTION 25-

RESOLUTION AUTHORIZING EXECUTION OF CONCESSION LICENSE AND AGREEMENT FOR NON-MOTORIZED WATERCRAFT AT MYERS PARK

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

WHEREAS, Local Law #2 of 2007, the Parks and Recreation Local Law, sets forth many rules and regulations for conduct in town-owned parks and recreational areas, among which is the need for a permit for certain activities; and

WHEREAS, pursuant to such local law, the Parks & Recreation Supervisor (“Supervisor”) had previously granted a permit for the operation of a non-motorized concession for kayaks and canoes and the same is ready for formal renewal and formal licensing in relation to such permit renewal, and while a permit does not require Town Board approval given the authority delegated in such local law, the granting of a license to extend the concession for multiple years perhaps does as a form of contract under Town Law § 64; and

WHEREAS, upon the drafting, review, and approval of such concession license and agreement by the “Supervisor” and the Town’s Attorney, and upon the approval of the Park Permit therefor by the “Supervisor” under the Parks and Recreation Local Law and the “Supervisor” recommendation that this concession license and agreement be approved, the Town Board of the Town of Lansing has hereby

RESOLVED, that the concession license and agreement, as presented, be and hereby is approved and that the “Supervisor”, pursuant to said Local Law #2 of 2007 and the authority hereby granted, may sign such concession license and agreement by, for, on behalf of, and in the name of the Town of Lansing.

RESOLUTION ACCEPTING RESIGNATION OF LANSING TOWN JUSTICE MAURA KENNEDY-SMITH

RESOLUTION 25-

RESOLUTION ACCEPTING RESIGNATION OF LANSING TOWN JUSTICE MAURA KENNEDY-SMITH

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

WHEREAS, on November 5, 2024, Lansing Town Justice, Maura Kennedy-Smith, succeeded in her candidacy for Tompkins County Judge, and

WHEREAS, she cannot serve in both capacities, Justice Kennedy-Smith submitted a letter of resignation from her position as Lansing Town Justice, effective December 31, 2024, and upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED, to accept the resignation of Lansing Town Justice, Maura Kennedy-Smith, effective December 31, 2024.

RESOLUTION APPOINTING TOWN OF LANSING TOWN JUSTICE

RESOLUTION 25-

RESOLUTION APPOINTING TOWN OF LANSING TOWN JUSTICE

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

WHEREAS, Lansing Town Justice, Maura Kennedy-Smith, resigned her position effective December 31, 2024, creating a vacancy for a Town Justice, and

WHEREAS, in order to fill that vacancy, three candidates for Town Justice were interviewed by two Town Board Members and a Lansing resident, and

WHEREAS, on Wednesday, November 6, 2024, the background of each candidate and a summary of the interviews were presented to the Town Board during executive session, and

WHEREAS, the Town Board agreed unanimously that Peter Grossman was the most qualified candidate for the position of Town Justice, and

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

RESOLVED, that Peter Grossman shall be appointed as the Town of Lansing Town Justice, effective Wednesday, January 15, 2025, for a one-year term ending on December 31, 2025.



Greater Tompkins County Municipal Health Insurance Consortium

408 East Upland Road, Suite 2 • Ithaca, New York 14850 • (607) 274-5590
healthconsortium.net • consortium@tompkins-co.org

"Individually and collectively we invest in realizing high quality, affordable, dependable health insurance."

2025 AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT (DFS Approval December 13, 2024; Effective January 1, 2025)

THIS AGREEMENT (the "Agreement") made effective as of the 1st day of October 2010 (the "Effective Date"), and as amended herein, by and among each of the signatory municipal corporations hereto (collectively, the "Participants").

WHEREAS:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental, and/or vision)

to those Enrollees that each Participant individually elects to include in the Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Medical Plan(s)"), as that term is defined by Section 4702 (e) of the Insurance Law.

2. The following Participants shall comprise the current membership of the Consortium:

Municipality Name	Effective Date	Municipality Name	Effective Date	Municipality Name	Effective Date
City of Ithaca	1/1/2011	Village of Union Springs	1/1/2017	Town of Camillus	1/1/2023
County of Tompkins	1/1/2011	Town of Homer	1/1/2018	Town of DeRuyter	1/1/2023
Town of Caroline	1/1/2011	Town of Newfield	1/1/2018	Town of Dewitt	1/1/2023
Town of Danby	1/1/2011	Town of Owasco	1/1/2018	Town of Hastings	1/1/2023
Town of Dryden	1/1/2011	County of Seneca	1/1/2019	Village of Camillus	1/1/2023
Town of Enfield	1/1/2011	Town of Big Flats	1/1/2019	Village of Skaneateles	1/1/2023
Town of Groton	1/1/2011	Town of Mentz	1/1/2019	Dewitt Fire District	1/1/2023
Town of Ithaca	1/1/2011	Town of Sennett	1/1/2019	City of Geneva	1/1/2024
Town of Ulysses	1/1/2011	Village of Freeville	1/1/2019	Town of Brutus	1/1/2024
Village of Cayuga Heights	1/1/2011	Village of Horseheads	1/1/2019	Town of Locke	1/1/2024
Village of Dryden	1/1/2011	Village of Lansing	1/1/2019	Town of West Monroe	1/1/2024
Village of Groton	1/1/2011	Town of Horseheads	1/1/2020	Village of Fair Haven	1/1/2024
Village of Trumansburg	1/1/2011	Town of Spencer	1/1/2020	City of Elmira	1/1/2025
City of Cortland	1/1/2013	Lansing Library	1/1/2020	Town of Corning	1/1/2025
Town of Lansing	1/1/2013	Village of Watkins Glen	1/1/2020	Town of Elmira	1/1/2025
Town of Willet	1/1/2015	Town of Catharine	1/1/2021	Town of Harford	1/1/2025
Village of Homer	1/1/2015	Town of Cuyler	1/1/2021	Town of Onondaga	1/1/2025
Town of Marathon	1/1/2016	Town of Dix	1/1/2021	Town of Southport	1/1/2025
Town of Truxton	1/1/2016	Town of Hector	1/1/2021	Town of Starkey	1/1/2025
Town of Virgil	1/1/2016	Town of Tioga	1/1/2021	Town of Sterling	1/1/2025
Town of Aurelius	1/1/2017	Village of Owego	1/1/2021	Town of Tyre	1/1/2025
Town of Cincinnatus	1/1/2017	Town of Erwin	1/1/2022	Town of Waterloo	1/1/2025
Town of Montezuma	1/1/2017	Town of Throop	1/1/2022	Village of Baldwinsville	1/1/2025
Town of Moravia	1/1/2017	Village of Minoa	1/1/2022	Village of Elmira Heights	1/1/2025
Town of Preble	1/1/2017	Village of Fayetteville	1/1/2022	Village of Tully	1/1/2025
Town of Scipio	1/1/2017			Seneca County Soil and Water Conservation District	1/1/2025
Town of Springport	1/1/2017				

3. Membership in the Consortium may be offered to any municipal corporation as defined in N.Y. Insurance Law Section 4702(f) within the geographical boundaries of the Counties of Tompkins, Broome, Cayuga, Chenango, Chemung, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Oswego, Tioga, Schuyler, Seneca, Steuben, Wayne, and Yates, provided however that, in the sole discretion of the Board (as defined below), the applicant provides satisfactory proof of its financial responsibility. Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto, and applicable law. Upon admission of any new Participant, the Consortium shall amend Section A(2) of this Agreement to reflect that change in membership, which must be submitted to the New York State Department of Financial Services (“DFS”) for approval. The geographic boundaries of the Consortium shall not be expanded beyond the above-listed counties without amendment of the MCA, submitted to DFS for approval, and prior DFS approval of an amendment to the Certificate of Authority.

4. The Board, in its sole discretion, and by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the geographical boundaries set forth in Section A(3) to become Participants subject to satisfactory proof, as determined by the Board, of such municipal corporation’s financial responsibility. Such corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.

5. Participation in the Medical Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant shall not be permitted without a Board approved waiver. Participants with a waiver allowing active employees not enrolled in Consortium benefit plan options, must, within 3 (three) years of the date of enrolling in the Consortium, fully enroll all of their active employees in Consortium plan options. Failure to comply with this provision may be grounds for termination from participation in the Consortium as defined in Section Q(3).

6. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.

7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re- entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

B. PARTICIPANT LIABILITY.

1. The Participants shall share in the costs of, and assume the liabilities for benefits (including medical, surgical, and hospital) provided under the Medical Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the governing board of the municipal cooperative health benefit plan, as set forth in Section L(4) of this Agreement or as ordered by the Superintendent or under Article 74 (seventy four) of the New York State Insurance Law. The pro rata share shall be based on the Participant's relative "premium" contribution to the Medical Plan(s) as a percentage of the aggregate "premium" contribution to the Medical Plan(s), as is appropriate based on the nature of the assessment or contribution.

2. New Participants (each a "New Participant") who enter the Consortium may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Medical Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board and shall be disclosed to the New Participant prior to its admission.

3. Each Participant shall be liable, on a pro rata basis, for any additional assessment required in the event the Consortium funding falls below those levels required by the Insurance law as follows:

- a. In the event the Consortium does not have admitted assets (as defined in Insurance Law Section 107) at least equal to the aggregate of its liabilities, reserves, and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.
- b. Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement or withdrawal of a Participant.
- c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

C. BOARD OF DIRECTORS.

1. The governing board of the Consortium, responsible for management, control and administration of the Consortium and the Medical Plan(s), shall be referred to as the "Board of Directors" (the "Board"). The voting members of the Board shall be composed of one representative of each Participant and representatives of the Joint Committee on Plan Structure and Design (as set forth in Section C(11)), who shall have the authority to vote on any official action taken by the Board (each a "Director"). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.

2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Consortium's Chairperson in writing of its selection of a new designee to represent the Participant as a Director.

3. Directors shall receive no remuneration from the Consortium for their service and shall serve a term from January 1 through December 31 (the "Plan Year").

4. No Director may represent more than one Participant.

5. No Director, or any member of a Director's immediate family, shall be an owner, officer, director, partner, or employee of any contractor or agency retained by the Consortium, including any third-party contract administrator.

6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board”, as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.

While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing videoconferencing that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses.

7. Each Participant may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, be authorized to exercise the Participant's voting authority. Only alternate Directors with voting authority shall be counted toward a quorum. The Joint Committee on Plan Structure and Design may designate alternate Directors as set forth in Section C(11).

8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on an annual basis, at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual Meeting”) in September of each Plan Year.

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least a three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event the three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

10. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Consortium, the Chairperson may send resolutions regarding said actions via electronic communication to each and all of the Directors. The Directors may then electronically communicate their approval or disapproval of said resolution via signed document to the Chairperson. In accordance with NY Business Corporation Law Section 708(b), unanimous consent is required for the Chairperson to act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board.

11. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Representatives (as defined in Section K) (collectively the “Labor Representatives”) shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board's meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives' voting authority.

D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

2. For purposes of this Section D, each Director shall receive votes as follows:

- a. Each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.
- b. Each Director representing a Participant with more than five hundred (500) Enrollees shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above minus the number of Labor Representative votes, divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
- c. The Labor Representatives shall be entitled to one (1) vote each.

3. Attached as Addendum “A” to this Agreement is an example of the application of the voting formula contained in subparagraph “2” of this Section.

4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

E. ACTIONS BY THE BOARD

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required, in accordance with N.Y. Insurance Law § 4705, to take action on the following matters:

- a. In accordance with N.Y. Insurance Law § 4705 (d) (5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 1st of each year and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Medical Plan(s) on the basis of a community rating methodology in accordance with N.Y. Insurance Law Section 4705(d)(5)(B) and filed with and approved by the Superintendent.
- b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Insurance Law § 4705 (e)(1).
- c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Insurance Law § 4705(d)(4).

- d. To select and approve the benefits provided by the Medical Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Insurance Law Section 4709, a copy of the Medical Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
- e. In accordance with N.Y. Insurance Law § 4705(d)(2) and N.Y. General Municipal Law § 119-o(2)(d) & (2)(i), t h e B o a r d may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.
- f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Insurance Law Sections 4707 and 4705(d)(3).
- g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Insurance Law Section 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.
- h. In accordance with N.Y. Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
- i. In accordance with N.Y. Insurance Law § 4705 (d)(5)(A), designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state.
- j. In accordance with N.Y. Insurance Law § 4705 (a)(6), designate the fiscal officer of a participating municipal corporation to be the Chief Fiscal Officer of the municipal cooperative health benefit plan, and who will serve on the Executive Committee.

2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:

- a. To fix the frequency, time and place of regular Board meetings.

- b. To have a plan consultant (the “Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1st of each year.
- c. To determine and notify each Participant prior to October 15th of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1st.
- d. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- e. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.
- f. Annually elect Directors to the Executive Committee to oversee operations and develop recommendations for Board actions stated in this Section E.

F. EXECUTIVE COMMITTEE

1. The Executive Committee of the Consortium shall consist of at least eleven (11) and no greater than fifteen (15) Directors. Executive Committee Directors are elected annually, but shall always include the elected Chairperson, Vice-Chairperson, and the Secretary of the Consortium, as well as the designated Chief Fiscal Officer and Chairperson of the Joint Committee on Plan Structure and Design.

2. The Secretary shall be responsible for maintaining all records in accordance with Article E, Section 1.g.

3. The Executive Committee shall establish meeting dates at its Organizational Meeting. The Executive Committee shall meet no less frequently than once per quarter.

4. Special meetings of the Executive Committee may be called at any time by the Chairperson or by any two (2) Executive Committee Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

5. The Executive Committee shall:

- a. Conduct business according to its Bylaws within its delegated authority, subject to approval and/or ratification of its actions at the next scheduled Board meeting.
- b. Create sub-committees as necessary to monitor operations and make recommendations, to the Executive Committee and/or Board, to facilitate operations.
- c. Manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.

- d. Develop Bylaws for its operations.
- e. In consultation with a nomination committee, fill any vacancy on the Executive Committee from among the Board's members as set forth in its Bylaws.
- f. Establish administrative guidelines for the efficient operation of the Consortium.
- g. Take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.

G. OFFICERS

1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson, Chief Fiscal Officer, and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.

2. Officers of the Consortium and employees of any third-party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third-party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium but may be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of such officers' duties.

3. Officers shall serve at the pleasure of the Board and may be removed or replaced upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY

1. The Chairperson shall be the Chief Executive Officer of the Consortium.

2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.

3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.

4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.

I. CHIEF FISCAL OFFICER

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer may delegate duties and tasks to the Finance Manager to assist in accomplishing this function. However, the Chief Fiscal Officer may never delegate his/her ultimate authority and shall remain responsible for ensuring that the Consortium's finances are operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be the Finance Director of Tompkins County. The Chief Fiscal Officer shall receive no remuneration from the Consortium. The Consortium shall reimburse the Participant that employs the Chief Fiscal Officer for reasonable and necessary out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with the performance of his or her duties that relate to the Consortium.

2. The Finance Manager, under the supervision and direction of the Chief Fiscal Officer, is responsible for directing and maintaining the financial records of the Consortium, overseeing financial transactions, installation and maintenance of accounting systems, billing/invoicing of premiums, quarterly and annual reporting, preparation of reports, and fiscal analyses.

3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such monies and principal amount as may be required by the Superintendent.

4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Consortium shall be deposited in accordance with the policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.

5. The Chief Fiscal Officer may invest monies not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by the Superintendent.

6. The Chief Fiscal Officer shall account for the Consortium's reserve funds separate and apart from all other funds of the Consortium, and such accounting shall show:

- a. the purpose, source, date, and amount of each sum paid into the fund;
- b. the interest earned by such funds;
- c. capital gains or losses resulting from the sale of investments of the Consortium's reserve funds;
- d. the order, purpose, date and amount of each payment from the reserve fund;
and
- e. the assets of the fund, indicating cash balance and schedule of investments.

7. The Chief Fiscal Officer shall cause to be prepared and shall furnish to the Board, to participating municipal corporations, to unions which are the exclusive bargaining representatives of Enrollees, the Board's consultants, and to the Superintendent:

- a. an annual audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the municipal cooperative health benefit plan;
- b. an annual report and quarterly reports describing the Consortium's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

8. Within ninety (90) days after the end of each Plan Year, the Chief Fiscal Officer shall furnish to the Board a detailed report of the operations and condition of the Consortium's reserve funds.

J. PLAN ADMINISTRATOR

The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an administrator and/or insurance company of the Medical Plan (the "Plan Administrator") and the other provider(s) who are deemed by the Board to be qualified to receive, investigate, audit, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered. All such contracts shall conform to the requirements of Section 92-a(6) of the General Municipal Law.

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN

1. There shall be a Joint Committee on Plan Structure and Design (the "Joint Committee"), which shall consist of (a) a representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Medical Plan(s) (the "Union Members"); and (b) a representative of each Participant (the "Management Members"). Management Members may, but are not required to be, Directors.

2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Medical Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.

3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall

establish its own parliamentary rules and procedures.

4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.

5. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members an individual to serve as an additional at-large voting Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to seventeen (17), the union members of the Joint Committee on Plan Structure and Design shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. The at-large voting Labor Member(s) along with the Joint Committee Chair shall collectively be the "Labor Representatives" as defined in Section C(11) of this Agreement. If the number of municipal members on the Consortium rises to twenty-three (23), the Union Members may select from among their members a third At-Large Labor Representative to serve as a Director. Thereafter, for every increase of five (5) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Representative to serve as Director with a maximum of ten (10) Labor Representatives. Attached hereto as Addendum "B" is a table illustrating the addition of At-Large Labor Representatives as set forth in this Section. Any At-Large Labor Representative designated according to this section shall have the same rights and obligations as all other Directors.

L. PREMIUM CALCULATIONS/PAYMENT.

1. The annual premium equivalent rates shall be established and approved by a majority of the entire Board. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board, subject to review and approval by the Superintendent. The premium equivalent rates shall consist of such rates and categories of benefits as is set forth in the Medical Plan[s] that is determined and approved by the Board consistent with New York law.

2. In accordance with N.Y. Insurance Law §§ 4706 & 4707, the Consortium shall maintain reserves and stop-loss insurance to the level and extent required by the Insurance Law and as directed by the Superintendent.

3. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the first day of each calendar month during the Plan Year. A late payment charge of one percent (1%) of the monthly installment then due may be charged by the Board for any payment not received by the first of each month, or the next business day when the first falls on a Saturday, Sunday, legal holiday, or day observed as a legal holiday by the Participants.

The Consortium may waive the first penalty once per Plan Year for each Participant, but will strictly enforce the penalty thereafter. A repeated failure to make timely payments, including any applicable penalties, may be used by the Board as an adequate justification for the expulsion of the Participant from the Consortium.

4. The Board shall assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds, as set forth in Section B(3) above.

5. The Board, in its sole discretion, may refund amounts in excess of reserves and

surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected to be paid under the next Plan Year's budget.

M. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

N. ADDITIONAL BENEFITS.

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Medical Plan(s)(s), will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Consortium and shall be administered solely by and at the expense of the Participant.

O. REPORTING.

The Board, through its officers, agents, or delegates, shall ensure that the following reports are prepared and submitted:

1. Annually after the close of the Plan Year, not later than one-hundred twenty (120) days after the close of the Plan Year, the Board shall file a report with the Superintendent showing the financial condition and affairs of the Consortium, including an annual independent financial audit statement and independent actuarial opinion, as of the end of the preceding plan year.
2. Annually after the close of the Plan Year, the Board shall have prepared a statement and independent actuarial opinion on the financial soundness of the Consortium, including the contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.
3. The Board shall file reports with the Superintendent describing the Consortium's then current financial status within forty-five (45) days of the end of each quarter during the Plan year.
4. The Board shall provide the annual report to all Participants and all unions, which are the exclusive collective bargaining representatives of Enrollees, which shall be made available for review to all Enrollees.
5. The Board shall submit to the Superintendent a report describing any material changes in any information originally provided in the Certificate of Authority. Such reports, in addition to the reports described above, shall be in such form, and containing such additional content, as may be required by the Superintendent.

P. WITHDRAWAL OF PARTICIPANT

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.

2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to September 1st of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.

3. Any withdrawing Participant shall be responsible for its pro rata share of any Consortium deficit that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The Consortium surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Consortium as determined by the Board. These expenses and liabilities will be determined one (1) year after the end of the Plan Year in which the Participant last participated.

4. The surplus or deficit shall include recognition and offset of any claims, expenses, assets and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount may then be applied to the surplus or deficit which existed on the date of the Participant's withdrawal from the Consortium. Any pro rata surplus amount due the Participant shall be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount shall be billed to the Participant by the Consortium one year after the effective date of the withdrawal and shall be due and payable within thirty (30) days after the date of such bill.

Q. DISSOLUTION; RENEWAL; EXPULSION

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Participants.

a. Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to the Superintendent. The Board shall develop and submit to the Superintendent for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.

b. Upon termination of this Agreement, or the Consortium, each Participant shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any Participant until all Consortium benefits and other Consortium obligations have been satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the Plan Year in which this Agreement or the Consortium terminates.

c. Any surplus or deficit shall include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.

2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on the fifth (5th) anniversary date thereafter (each a "Review Date") to the extent deemed required by Article 5-G of the New York General Municipal Law (the "General Municipal Law").

a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

c. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1st preceding the Review Date.

d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:

a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or

b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of two-thirds (2/3) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board.

Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of two-thirds (2/3) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section P of this Agreement.

R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.

2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.

3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.

4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.

5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting.

6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Chief Fiscal Officer. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

T. CHANGES TO AGREEMENT

Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by a majority vote of their respective legislative bodies, as required by N.Y. Insurance Law § 4705(a).

U. CONFIDENTIALITY

Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Medical Plan(s) with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Consortium be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

2. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:

a. The Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board;

b. The Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or

c. Any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

3. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:

a. Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

i. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.

ii. Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The Claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the Claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the Claimant has a valid claim, and if so, what the fair resolution should be. The weighted voting procedure set forth in Section D shall not apply to this provision. The Board's determination shall be deemed final subject to the Claimant's right to arbitrate as set forth below.

b. Arbitration. The Claimant may challenge any Board decision under subparagraph (V)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a Claimant shall fail to file a Demand within thirty (30) days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim:

provided however;

i. in no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and

ii. in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

c. The Participants agree that the procedure set forth in this Section V shall constitute their exclusive remedy for disputes within the scope of this Section.

W. MISCELLANEOUS PROVISIONS

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.

2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.

3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.

5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.

6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.

7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.

8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.

9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.

10. The Chairperson and Executive Director are each designated attorneys-in-fact to receive service of any summons or other legal process in any action, suit or proceeding arising out of any contract, agreement, or transaction involving the Consortium. Service may be effected on either the Chairperson or Executive Director without requiring service to both.”

X. APPROVAL, RATIFICATION, AND EXECUTION

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality’s governing body.

2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality’s participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

[Signature Page Follows]

2025 Municipal Cooperative Agreement (MCA) Signature

MCA Effective Date: January 1, 2025

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date adopted by the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors and subsequently adopted by the Municipal Corporation named below. (Please note: E-Signatures are not accepted)

Municipality

Printed Name of Chief Elected Official or Chief Officer

Title

Signature

Date

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

Addendum "B"

Illustration of At-Large Labor Representative Calculation

Total Number of Participants	Total Number of At-Large Labor Representatives
< 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6
43-47	7
47-52	8
53-57	9
58+	10

RESOLUTION APPROVING THE 2025 AMENDMENT TO THE MUNICIPAL COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

RESOLUTION 25 –

RESOLUTION APPROVING THE 2025 AMENDMENT TO THE MUNICIPAL COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

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

WHEREAS, the Town of Lansing is a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium"), a municipal cooperative organized under Article 47 of the New York Insurance Law, and

WHEREAS, the municipal participants in the Consortium, including this body, have approved and executed a certain Municipal Cooperation Agreement (the "Agreement"; effective date of October 1, 2010), and

WHEREAS, Article 47 of the New York Insurance Law (the "Insurance Law") and the rules and regulations of the New York State Department of Financial Services set forth certain requirements for governance of municipal cooperatives that offer self-insured municipal cooperative health insurance plans, and

WHEREAS, the Agreement sets forth in Section Q2 that continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review and upon acceptance of any new Participant hereafter, and

WHEREAS, the Municipal Cooperative Agreement requires that amendments to the agreement be presented to each participant for review and adopted by a majority vote by its municipal board, and

WHEREAS, the Town of Lansing is in receipt of the proposed amended Agreement and has determined that it is in the best interest of its constituents who are served by the Consortium to amend the Agreement as set forth in the Amended Municipal Cooperative Agreement, now therefore be it

RESOLVED, that upon receipt and review of the amended Agreement, the Town of Lansing approves at a meeting of the governing body held on January 15, 2025 and authorizes the Chief Elected Official to sign the **2025** Amendment to the Municipal Cooperative Agreement (Effective 1.1.25) of the Greater Tompkins County Municipal Health Insurance Consortium as recommended by the Board of Directors.

2025 Municipal Cooperative Agreement (MCA) Signature
MCA Effective Date: January 1, 2025

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date adopted by the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors and subsequently adopted by the Municipal Corporation named below. (Note: E-Signatures are not accepted)

Municipality

Printed Name of Chief Elected Official or Chief Officer

Title

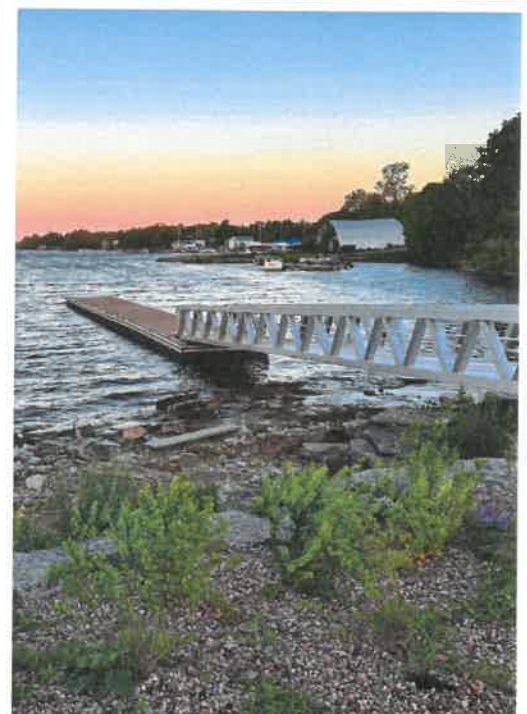
Signature

Date

Governor Kathy Hochul

REDC

2024 AWARDS



Regional Economic
Development Councils

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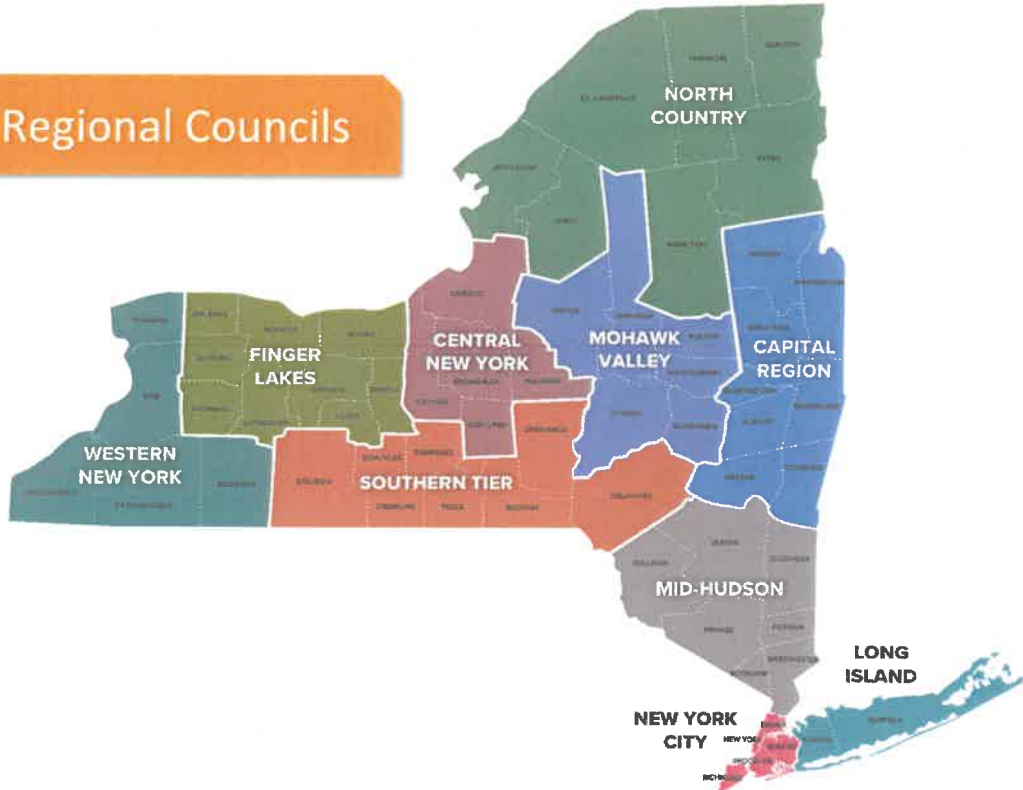
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Regional Economic Development Councils

10 Regional Councils



- Western New York: Allegany, Cattaraugus, Chautauqua, Erie, Niagara
- Finger Lakes: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates
- Southern Tier: Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins
- Central New York: Cayuga, Cortland, Madison, Onondaga, Oswego
- Mohawk Valley: Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie
- North Country: Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence
- Capital Region: Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington
- Mid-Hudson: Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
- New York City: Bronx, Brooklyn, New York, Queens, Richmond
- Long Island: Nassau, Suffolk

2024 Program Descriptions

Program	Program Description
Department of State (DOS)	
Local Waterfront Revitalization Program (DOS LWRP)	The Department of State's Local Waterfront Revitalization Program (LWRP), funded under Title 11 of the Environmental Protection Fund, provides matching grants on a competitive basis to eligible villages, towns, cities, and counties located along New York's coasts or designated inland waterways for planning, design, and construction projects to revitalize communities and waterfronts. Grant categories include preparing or updating an LWRP, including updating an LWRP to be more resilient to climate risks (UCR); preparing an LWRP Component, including a watershed management plan; and implementing an LWRP or a completed LWRP Component. This program helps communities breathe new life into their waterfront and underused assets in ways that ensure successful and sustainable revitalization.
Brownfield Opportunity Area Program (DOS BOA)	The Department of State's Brownfield Opportunity Area (BOA) program provides resources to New York communities to transform known and suspected brownfields from liabilities to community assets that generate businesses, jobs and revenues for local economies and provide new housing and public amenities. Funded under the Environmental Protection Fund, BOA provides grants on a competitive basis to eligible municipalities, certain community-based not-for-profit organizations, and NYC Community Boards to complete development of a BOA Plan, formerly known as BOA Nomination, that identifies strategies for revitalization of an area affected by known or suspected brownfields that will culminate in a request to the Secretary of State for BOA Designation; County-wide Pre-Planning to inventory brownfields and other underutilized properties across a larger geography; Predevelopment Activities to advance projects within a State-Designated BOA; and Phase II Environmental Site Assessments within a State-Designated BOA.
Department of Environmental Conservation (DEC)	
Water Quality Improvement Project Program (DEC WQIP)	The Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program open to local governments and not-for-profit corporations for implementation projects that directly address documented water quality impairments or protect a drinking water source. Projects eligible under the Water Quality Improvement Project program include: municipal wastewater treatment; nonpoint source pollution abatement and control from non-farm sources; land acquisition projects for source water protection (SWP); salt storage and road salt reduction practices; aquatic connectivity restoration; vacuum trucks for municipal separate storm sewer systems, dam safety repair/rehabilitation and dam removal; Marine District Habitat Restoration; and Fish and Wildlife Habitat Restoration and Enhancement.
Non-Agricultural Nonpoint Source Planning Grant Program (DEC NPG)	The Non-Agricultural Nonpoint Source Planning Grant Program offers grants to local governments and soil and water conservation districts to help pay for the initial planning of non-agricultural nonpoint source water quality improvement projects and mapping of municipal separate storm sewer systems. The goal of the program is to get non-agricultural nonpoint source water quality improvement projects ready for construction and to use the planning report funded by the grant to seek funding through the Water Quality Improvement Project program or other funding entities or to assist with mapping required by the MS4 General Permit.
Climate Smart Communities Program (DEC CSC)	The Climate Smart Communities Grant Program provides grants to municipalities to perform inventories, assessments, and planning projects that advance their ability to address climate change at the local level and become certified Climate Smart Communities. The program also supports municipal mitigation implementation projects that reduce greenhouse gas emissions from the non-power sector (transportation, refrigerants, food waste, etc.) and adaptation implementation projects (cooling centers, flood plain restoration, emergency preparedness, etc.) that directly address climate change threats or alleviate hazards in the community exacerbated by climate changes.
Office of Parks, Recreation and Historic Preservation (Parks)	
Environmental Protection Fund: Parks, Preservation and Heritage Grants (OPRHP EPF: PKS: A/P/D; HP:A/P/D; HAS: A/P/D)	The Environmental Protection Fund Grants Program (EPF) provides matching grants on a competitive basis for the acquisition, planning, and development of parks, historic properties, and heritage areas located within the physical boundaries of the State of New York. Parks is for the acquisition, development and planning of parks and recreational facilities to preserve, rehabilitate or restore lands, waters or structures for park, recreation or conservation purposes and for structural assessments and/or planning for such projects. Historic Preservation is to acquire, improve, protect, preserve, rehabilitate or restore properties listed on the State or National Register of Historic Places and for structural assessments and/or planning for such projects. Heritage Areas is for projects to acquire, preserve, rehabilitate or restore lands, waters or structures identified in the approved management plans for Heritage Areas designated under section 35.03 of the Parks, Recreation and Historic Preservation Law, and for structural assessments or planning for such projects.
New York State Energy Research and Development Authority (NYSERDA)	

Program	Program Description
Building Cleaner Communities Competition (NYSERDA BCCC)	The New York State Energy Research and Development Authority’s Building Cleaner Communities Competition encourages the design and installation of economic development projects that operate at carbon neutral or net zero energy performance across New York State. The program supports eligible commercial, industrial, institutional, municipal and mixed-use applicants with incentives on a competitive basis, for the construction of, or renovation to existing, buildings designed to achieve carbon neutral or net zero energy performance. Projects must demonstrate as part of their proposal how the project is replicable to a large number of similar buildings and how the approach is cost effective and reliable.
Commercial and Industrial Carbon Challenge (NYSERDA CICC)	NYSERDA's C&I Carbon Challenge provides awards to large energy users or preferred solution providers to unlock highly cost-effective carbon reduction opportunities. C&I Carbon Challenge helps companies and organizations implement their best energy-saving/carbon-reduction projects through a competitive proposal process. All projects must include beneficial electrification, carbon capture, manufacturing process emission reductions or low-carbon fuel projects.

SOUTHERN TIER

Agency/Program	CFA #	County	Applicant	Project Title	Description	Award	REDC Priority Project
DOS SGCP	140499	Tompkins	Town of Lansing	Town of Lansing Zoning Update	The Town of Lansing will update its zoning code to align with community values and sustainability principles, as outlined in its 2018 Comprehensive Plan. The Town hosts an abundance of natural resources, scenic vistas, and sensitive environmental areas. The update will protect resources while supporting development near existing nodes of activity to ensure the long-term well-being of the community.	\$100,000	n/a
OPRHP EPF HAS D	141177	Broome	Roberson Museum and Science Center	Roberson Mansion and Carriage House Roof Restoration	Roberson Museum, located in Binghamton, will address the deterioration of the Roberson Mansion's iconic green tiled roof and cornice, as well as the significant degradation of the Carriage House's built-in gutters and downspouts. The goal of the project is to restore the mansion's historic elements to their original state and prevent further deterioration, ensuring the buildings' historic integrity and the safety of visitors and collections.	\$595,477	
OPRHP EPF HP D	140655	Chemung	Chemung County Chamber of Commerce	Chemung County Chamber of Commerce Roof Rehabilitation	The Chemung County Chamber of Commerce will undertake improvements to the roof, skylight, and front entrance of its historic office building located at 400 East Church Street, Elmira, also known as the Carnegie Library. These improvements will allow the historic qualities of the building to remain intact, while simultaneously ensuring the building can remain a cornerstone of the City of Elmira's civic historic district for years to come.	\$346,807	
OPRHP EPF HP P	139532	Steuben	Town of Urbana	Railroad Depot Flood Mitigation Planning	The Town of Urbana will evaluate the Bath and Hammondsport Railroad Depot, located at Depot Park, to reduce flood risk from intensifying storm and flood events at Keuka Lake. Local engineers, historic preservation experts, and architects will determine the appropriate techniques to protect the building for years to come.	\$45,357	
OPRHP EPF PKS D	140369	Chemung	Village of Wellsburg	Village of Wellsburg Park Improvements	The Village of Wellsburg will renovate the park on the corner of Church Street and W 5th Street by replacing the sidewalk and updating the playground equipment to provide a safe play environment for the public.	\$66,000	
OPRHP EPF PKS D	141644	Chemung	Chemung County	Chemung Canal Connector Trail, Phase 1A and 1B	Chemung County will undertake final design and construction of Phases 1A and 1B of the Chemung Canal Connector Trail connecting the Catharine Valley Trail to the Lackawanna Rail Trail.	\$675,000	X
OPRHP EPF PKS D	141930	Steuben	City of Hornell	City of Hornell Skatepark Improvements	The City of Hornell will repair and expand the aging municipal skatepark located at Fucci Park (Shawmut Park) to ensure the safety of residents and visitors.	\$530,631	

RESOLUTION TO ACCEPT NEW YORK DEPARTMENT OF STATE SMART GROWTH COMMUNITY PLANNING AND ZONING GRANT

RESOLUTION 25-

RESOLUTION TO ACCEPT NEW YORK DEPARTMENT OF STATE SMART GROWTH COMMUNITY PLANNING AND ZONING GRANT

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

WHEREAS, the Town of Lansing hosts an abundance of natural resources, scenic vistas, and sensitive environmental areas, and

WHEREAS, the Town of Lansing wishes to update its zoning code to align with community values and sustainability principles, as outlined in its 2018 Comprehensive Plan, and to protect resources while supporting development near existing nodes of activity to ensure the long-term well-being of the community, and

WHEREAS, due to the time commitment of such an endeavor, the Town of Lansing wishes to engage an outside consulting firm to assist the Town with this process, and upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED, to accept the New York Department of State Smart Growth Community Planning Zoning grant in the amount of \$100,000.



Contract Number: 2220 Section 7, Item h.

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

Installation, Monitoring, and Service Agreement

Sale Information:

Date: 10/22/2024 Purchase or Lease: Purchase Sale Type: New Customer Branch: Syracuse
Upgrade: No Representative: Wager, Dan

Customer Billing Address:

Name: Town of Lansing
Address 1: 29 Auburn Road
Address 2:
City, State, Zip: Lansing, New York, 14882
Phone: 6075334328
Email: jschenck@lansingtown.com

Customer Site Address:

Name: Town of Lansing
Address 1: 29 Auburn Road
Address 2:
City, State, Zip: Lansing, New York, 14882
Phone: 6075334328
Email: jschenck@lansingtown.com

I wish to sign up for paperless billing:

Monitoring and Service Contract - System #
System Type: Access
Panel Type: Brivo
Service Level: Comm Svc Contract
Service Warranty: 90 Days

1 Monitoring and Service Offerings: Brivo Access Control Services | Billing Cycle: Quarterly



Contract Number: 2220

Section 7, Item h.

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

Installation, Monitoring, and Service Agreement

Job Number: 1

Job Type: Alarm Install Commercial

Job Notes:

Doyle Security Systems will install the cloud based access system from Brivo for the Town of Lansing Town Hall office. The system will consist of three doors. Prevailing wage labor rate for Region 8 applied.

Installation Price: \$6785

Total of Monthly Charges: \$72



Contract Number: 2220 Section 7, Item h.

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

Installation, Monitoring, and Service Agreement

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

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

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

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

Contract Length – Agreement for monitoring services are for 60 Months unless otherwise agreed and will renew automatically unless Doyle Security is notified at least 30 days prior to the renewal date.

Communication Options – Doyle Security Systems, Inc. reserves the right to select the best communication option between cellular, radio and internet and phone when our installation team is at the premise. Communication option is based on signal strength and accessibility.

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

Accepted on

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

Title

Name

Signature _____

Your signature binds you and your stated property to this Agreement even if we have not signed it.



Installation, Monitoring, and Service Agreement

Standard Commercial Security Agreement

1. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of 60 Months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date, hereof DOYLE shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. DOYLE may invoice Subscriber in advance monthly, quarterly, or annually at DOYLE's option. Unless otherwise specified herein, all recurring charges for services shall commence on the first day of the month next succeeding the date hereof, all payments due on the first day of the month.

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

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

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

5. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. DOYLE does not provide Internet service, maintain Internet connection, wireless access or



Installation, Monitoring, and Service Agreement

communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber, making its monthly payments for remote access to the system DOYLE will authorize Subscriber access. DOYLE is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and DOYLE shall have no liability for such third party unauthorized access. DOYLE is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. DOYLE is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense.

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

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

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



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LIMITED WARRANTY ON SALE

9. In the event that any part of the security system becomes defective, DOYLE agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. DOYLE reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. DOYLE is not the manufacturer of the equipment and other than DOYLE's limited warranty; Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, DOYLE makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose and DOYLE shall not be liable for consequential damages. No equipment provided by DOYLE is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. DOYLE does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. DOYLE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DOYLE. DOYLE shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by DOYLE shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on DOYLE's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that DOYLE has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for DOYLE's breach of this agreement or negligence to any degree under this agreement is to require DOYLE to repair or replace, at DOYLE's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3 of this agreement. This Limited Warranty gives you specific legal rights and you may have other rights, which vary from state to state. If required by law, DOYLE will procure all permits required by local law and will provide Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

10. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF DOYLE:** Provided Subscriber performs this agreement for the full term thereof, upon termination Doyle Security shall at its option provide to Subscriber the passcode to the CPU software for a fee of \$250.00 or change the passcode to the manufacturer's default code for a fee of \$250.00. Software programmed by DOYLE is the intellectual property of DOYLE and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties.

11. **DELAY IN INSTALLATION / RISK OF LOSS OF MATERIAL:** DOYLE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including DOYLE's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of DOYLE, DOYLE shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber assumes all risk of loss of material once delivered to the job site. Should DOYLE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay DOYLE for such service or material.

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

13. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System, which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made



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by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 3 and will be repaired or replaced at Subscriber's expense payable at the time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without DOYLE's written consent.

14. ALTERATION OF PREMISES FOR INSTALLATION: DOYLE is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in DOYLE's sole discretion for the installation and service of the security system, and DOYLE shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, DOYLE shall not be responsible for the condition or the premises upon arrival and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

15. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by DOYLE in its sole discretion and to notify DOYLE of any change in such service.

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

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

18. EXCULPATORY CLAUSE: DOYLE and Subscriber agree that DOYLE is not an insurer and no insurance coverage is offered herein. The equipment and DOYLE's services are designed to detect and reduce certain risks of loss, though DOYLE does not guarantee that no loss or damage will occur. DOYLE is not assuming liability, and, therefore, Subscriber agrees DOYLE shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue DOYLE for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, or water, regardless of whether or not such loss or damage was caused by or contributed to by DOYLE's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

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

20. LIMITATION OF LIABILITY: Subscriber agrees that, except for DOYLE'S gross negligence and willful misconduct, should there arise any liability on the part of DOYLE as a result of DOYLE'S breach of this contract, negligent performance to any degree or negligent failure to perform any of DOYLE'S obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that DOYLE'S liability shall be limited to the sum of \$250.00 or 6 times the monthly payment for services being provided at time of loss, whichever is greater. If subscriber wishes to increase DOYLE'S amount of limitation of liability, subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with DOYLE'S increased liability. This shall not be construed as insurance coverage and notwithstanding the foregoing, DOYLE'S liability shall not exceed its available insurance coverage. Subscriber acknowledges that this agreement contains exculpatory clause, indemnity, insurance, and allocation of risk and limitation of liability provisions.



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21. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by DOYLE, the payments to be made by the Subscriber for the term of this agreement form an integral part of DOYLE's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix DOYLE's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to DOYLE, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as liquidated damages and DOYLE shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Additionally, in the event of termination or Subscriber's breach of this agreement, DOYLE may, at its option, either remove its equipment or deem it sold to Subscriber for 80% the amount specified as the agreed value of the equipment in addition to the liquidated damages provided for herein.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or proceeding commenced by DOYLE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber may bring claims against DOYLE only in subscriber's individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. Any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by binding and final arbitration before a single arbitrator administered by Arbitration Services Inc., its successors or assigns, in Nassau County, New York, pursuant to its arbitration rules at www.arbitrationservicesinc.com and the Federal Arbitration Act, except that no punitive or consequential damages may be awarded. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of New York, except for arbitration that is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where DOYLE's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against DOYLE in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

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

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

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

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



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

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

28. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except DOYLE's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein.



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Additional Equipment, Systems and Service Disclaimer Notice

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

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

The undersigned acknowledges that:

- Not all of the above services are available or offered by DOYLE but the services and equipment were brought to the undersigned's attention and the undersigned declined such services or the opportunity to obtain the services from other security companies.
- The DOYLE explained the difference between VOIP and standard telephone line service and that DOYLE recommends use of standard telephone line service and communication since VOIP [voice over internet service] may be less reliable and not compatible with the alarm system. The undersigned acknowledges that if VOIP is used it is at the undersigned's sole risk.
- That DOYLE is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the subscriber's responsibility to secure access to the system with passcodes and lockouts.
- That DOYLE has advised the undersigned of any permits required for the alarm system and monitoring, and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service, and
- That smoke detectors and other battery-operated devices must be checked monthly, batteries replaced at least annually, and that the undersigned is responsible to check and replace batteries.

If DOYLE is taking over this system installed by anyone other than DOYLE:

- Subscriber declines inspection of existing system installed by others and assumes all risk and conditions of the system and has only requested DOYLE to reprogram communication and monitor existing system with no repair obligation.

Addendum Number 1

to

**Contract Between Doyle Security Services, Inc. and the Town of Lansing entitled.
"Installation, Monitoring, and Services Agreement," Contract Number 222008
(PRC#2025000008 - Town Hall Electronic Locks Project)**

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

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

2. Paragraph 17 of such Agreement is stricken and replaced with the following:

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

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

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

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

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

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

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

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

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

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

7. A new Paragraph 29 is added as follows:

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

8. A new Paragraph 30 is added as follows:

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

9. A new Paragraph 31 is added as follows:

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

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

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

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

DOYLE SECURITY SERVICES, INC.

By: *Paul D. Wynn*
Its: *General Manager Syracuse*

TOWN OF LANSING

By: _____
Ruth Groff, Town Supervisor

RESOLUTION APPROVING DOYLE SECURITY SERVICES CONTRACT FOR ELECTRONIC LOCK SECURITY UPGRADES

RESOLUTION 25 –

RESOLUTION APPROVING DOYLE SECURITY SERVICES CONTRACT FOR ELECTRONIC LOCK SECURITY UPGRADES

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

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

WHEREAS, after examining three bids and options, and narrowing it down to only two, interviews, pricing, and services offerings were considered, and it was and remains recommended that the Town contract with Doyle Security Services for this work; and

WHEREAS, Town Counsel has reviewed, negotiated, and updated the services and installation agreement, including to emplace therein all required clauses, from prevailing wage clauses to executory and compliance clauses, and the same has been reviewed and approved by the Highway Superintendent and Doyle Security Services, and the Town also obtained a required PRC Number for this project (PRC#2025000008) so, upon a review of such services, such recommendations, and the terms of such agreement and addendum, the Town Board of the Town of Lansing has hereby

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

RESOLUTION APPOINTING CHRISTINE MONTAGUE AS TOWN OF LANSING REPRESENTATIVE TO THE TOMPKINS COUNTY YOUTH SERVICES BOARD

RESOLUTION 25-

RESOLUTION APPOINTING CHRISTINE MONTAGUE AS TOWN OF LANSING REPRESENTATIVE TO THE TOMPKINS COUNTY YOUTH SERVICES BOARD

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

WHEREAS, Christine Montague has stated her interest in being appointed for the term January 16, 2025 to December 31, 2026 and has submitted her Tompkins County Advisory Board Application; and

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

RESOLVED, that Christine Montague be and is hereby appointed as Town of Lansing Representative to the Tompkins County Youth Services Board, for the term January 16, 2025 to December 31, 2026, to serve at the pleasure of this Board.

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 December 2024, to all Board Members and to the Town Clerk. The Supervisor’s Report was reviewed by Councilperson Joseph Wetmore. The bills were reviewed by Councilperson Christine Montague and Councilperson Joseph Wetmore. The Supervisor’s Report be approved as submitted and the Bookkeeper is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 013 (for 2024)

TOWN OF LANSING				
Abstract # 013				01/14/2025
Summary by Fund				10:53:29
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	3,016.17		3,016.17
B	GENERAL FUND OUTSIDE VILLAGE	123.44		123.44
DA	HIGHWAY FUND TOWNWIDE	2,066.45		2,066.45
SL1-	LUDLOWVILLE LIGHTING DISTRICT	98.27		98.27
SL2-	WARREN ROAD LIGHTING DISTRICT	700.12		700.12
SL3-	LAKEWATCH LIGHTING DISTRICT	1,004.49		1,004.49
SS1-	WARREN RD SEWER	137.47		137.47
SS3-	CHERRY ROAD SEWER DISTRICT	23.74		23.74
SW	LANSING WATER DISTRICTS	1,959.98		1,959.98
TA	TRUST & AGENCY	1,114.38		1,114.38
Total:		10,244.51		10,244.51

CONSOLIDATED ABSTRACT # 014 (for 2024)

TOWN OF LANSING				
Abstract # 014				01/14/2025
Summary by Fund				10:54:55
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	6,090.48	48,424.98	54,515.46
B	GENERAL FUND OUTSIDE VILLAGE	29.64	4,325.99	4,355.63
DA	HIGHWAY FUND TOWNWIDE	202.53	17,085.60	17,288.13
DB	HIGHWAY FUND OUTSIDE VILLAGE	70.00	53,490.69	53,560.69
HG	DPW FACILITY PROJECT		73,771.52	73,771.52
SL1-	LUDLOWVILLE LIGHTING DISTRICT	31.04		31.04
SL2-	WARREN ROAD LIGHTING DISTRICT	33.28		33.28
SL3-	LAKEWATCH LIGHTING DISTRICT	165.35		165.35
SS1-	WARREN RD SEWER	82.44	2,452.05	2,534.49
SW	LANSING WATER DISTRICTS	1,312.72	10,740.50	12,053.22
TA	TRUST & AGENCY		162.00	162.00
Total:		8,017.48	210,453.33	218,470.81

CONSOLIDATED ABSTRACT # 001 (for 2025)

TOWN OF LANSING				
Abstract # 001				01/14/2025
Summary by Fund				10:55:27
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE		47,501.74	47,501.74
B	GENERAL FUND OUTSIDE VILLAGE		1,045.78	1,045.78
DA	HIGHWAY FUND TOWNWIDE		22,677.88	22,677.88
DB	HIGHWAY FUND OUTSIDE VILLAGE		14,000.00	14,000.00
HG	DPW FACILITY PROJECT		16,000.00	16,000.00
SS1-	WARREN RD SEWER		29,419.48	29,419.48
SS3-	CHERRY ROAD SEWER DISTRICT		3,127.00	3,127.00
TA	TRUST & AGENCY		74,296.17	74,296.17
Total:			208,068.05	208,068.05

BUDGET MODIFICATIONS FOR FYE 12.31.2024**GENERAL FUND TOWNWIDE A FUND**

January 15th, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
A1410.130 (Town Clerk/PT Clerk - Personal Services)	A1410.110 (Town Clerk/Deputy - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 606.47
A1410.200 (Town Clerk - Equipment)	A1410.110 (Town Clerk/Deputy - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 750.00
A1410.400 (Town Clerk - Contractual)	A1410.110 (Town Clerk/Deputy - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 238.07
A1410.400 (Town Clerk - Contractual)	A1410.140 (Town Clerk/Information Aide)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 695.48
A1460.400 (Records Management - Contractual)	A1410.140 (Town Clerk/Information Aide)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 1,075.25
A1440.400 (Engineer - Contractual)	A1440.401 (Engineer - Sewer P&M)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 402.14
A1630.405 (Comm. Center - Repairs)	A1630.400 (Comm. Center - Contractual)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 68.62
A3310.400 (Traffic Control - Contractual)	A3310.100 (Traffic Control - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 1,305.44
A5132.405 (Garage - Building Repair)	A3310.100 (Traffic Control - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 289.34
A5132.405 (Garage - Building Repair)	A5132.110 (Garage - Highway Labor)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 2,401.04
A5132.405 (Garage - Building Repair)	A5132.410 (Garage - Supplies & Maintenance)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 537.46
A7110.400 (Parks - Contractual)	A7020.100 (Parks & Rec Admin - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 4,085.57

A7110.400 (Parks - Contractual)	A7110.403 (Parks - Electric)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 377.21
A7110.400 (Parks - Contractual)	A7110.403 (Parks - Telephone)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 75.74
A7110.400 (Parks - Contractual)	A7140.100 (Playground/Rec - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 2,165.60
A9040.800 (Workers Comp)	A9060.800 (Hospital & Medical Insurance)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 7,091.21
A599 (Appropriated Fund Balance)	A1110.120 (Court Clerk - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 1,509.07
A599 (Appropriated Fund Balance)	A1110.130 (Court Clerk - Personal Services)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 441.02
A599 (Appropriated Fund Balance)	A1110.400 (Justices - Contractual)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 89.80
A599 (Appropriated Fund Balance)	A1220.140 (Accountant/Finance)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 1,244.21
A599 (Appropriated Fund Balance)	A1640.403 (Town Barn Road Storage - Electric)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 242.09
A599 (Appropriated Fund Balance)	A3310.110 (Traffic Control/Crossing Guard - Personal Services)	TO COVER ADDITIONAL EXPENSES THROUGH YEAR END	\$ 280.00
TOTAL FUND BALANCED TO BE USED			\$ 3,806.19

GENERAL FUND OUTSIDE VILLAGE B FUND

January 15th, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
B3620.130 (Safety Inspector PT)	B3620.140 (Code Enforcement Officer)	TO COVER ADDITIONAL PAYROLL EXPENSE	\$ 501.55
B8020.401 (Planning Board - Engineer)	B8020.402 (Planning Board - Legal)	TO COVER ADDITIONAL EXPENSE	\$ 109.00
B9040.800 (Workers Comp.)	B9030.800 (Social Security)	TO COVER ADDITIONAL EXPENSE	\$ 272.23

B9040.800 (Workers Comp.)	B9089.800 (Medicare)	TO COVER ADDITIONAL EXPENSE	\$ 83.00
B599 (Appropriated Fund Balance)	B9060.800 (Hospital & Medical)	TO COVER ADDITIONAL EXPENSE	\$ 3,775.24
TOTAL FUND BALANCE TO BE USED			\$ 3,775.24

HIGHWAY TOWNWIDE - DA FUND

January 15th, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
DA9010.800 (State Retirement)	DA9060.800 (Hospital & Medical)	TO COVER ADDITIONAL EXPENSE	\$ 1,199.51

HIGHWAY OUTSIDE VILLAGE - DB FUND

January 15th, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
DB9010.800 (State Retirement)	DB9060.800 (Hospital & Medical)	TO COVER ADDITIONAL EXPENSE	\$ 1,265.26

WATER DISTRICTS SW FUND

January 15th, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SW8340.100 (Transmission & Distribution - Hwy PS)	SW8310.100 (Water Administration - Personal)	TO COVER PAYROLL EXPENSES	\$ 800.00
SW1380.400 (Bond Counsel - Contractual)	SW81420.400 (Legal - Water Administration)	TO COVER ADDITIONAL EXPENSE	\$ 150.50

WARREN RD SEWER DISTRICT - SS1

January 15th, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SS1-1380.400 (Fiscal Agent Fees/Bond Counsel)	SS1-8110.100 (Sewer Admin - Personal Services)	TO COVER PAYROLL EXPENSES	\$ 50.97

SS1-8120.400 (Sewer - Contractual)	SS1-8130.400 (Treatment & Disposal - Contractual)	TO COVER ADDITIONAL EXPENSE	\$ 56.97
SS1-9030.800 (Social Security)	SS1-9060.800 (Hospital & Medical)	TO COVER ADDITIONAL EXPENSE	\$ 134.65
SS1-599 (Appropriated Fund Balance)	SS1-9901.900 (Transfers to Other Funds)	TO COVER FYE 2023 CORRECTION	\$ 1,558.13

CHERRY RD SEWER DISTRICT - SS3

January 15th, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SS3-8110.401 (Sewer Project - Legal)	SS3-8110.100 (Sewer Admin - Personal Services)	TO COVER PAYROLL EXPENSES	\$ 22.67

CONSENT AGENDA RESOLUTIONS 25-XX – 25-XX

RESOLUTION 25-

CONSENT AGENDA RESOLUTIONS 25-XX – 25-XX

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

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

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

The question of the adoption of such proposed Consent Agenda 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 January 15, 2025.

TOWN OF LANSING STATEMENT REGARDING CARGILL’S PERMIT APPLICATION FOR THE CAYUGA SALT MINE

RESOLUTION R25-

TOWN OF LANSING STATEMENT REGARDING CARGILL’S PERMIT APPLICATION FOR THE CAYUGA SALT MINE

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

WHEREAS, Cargill Incorporated has submitted a permit application (0-9999-00075/00001) to renew and modify its Mined Land Reclamation Permit for the Cayuga Salt Mine, which includes plans to flood the abandoned S3 Zone of the mine beneath Cayuga Lake with wastewater; and

WHEREAS, all of Cayuga Salt Mine surface operations are located within the Town of Lansing, and more than half of Cayuga Salt Mine is located within our jurisdiction; and

WHEREAS, the New York State Department of Environmental Conservation (DEC) has declared itself the lead agency under the State Environmental Quality Review Act (SEQR) and classified the proposed action as a Type I action, which typically requires a more thorough environmental review; and

WHEREAS, DEC nevertheless issued a Negative Declaration under SEQR relating to Cargill’s application; and

WHEREAS, the proposed flooding of the S3 Zone with mining wastes raises questions about the mine’s stability beneath Cayuga Lake that potentially jeopardize the safety and environmental integrity of Cayuga Lake; and

WHEREAS, various stakeholders, including environmental groups and local officials, have expressed concerns regarding the potential adverse impacts of Cargill’s proposed activities, highlighting the need for a more comprehensive environmental impact statement (EIS) and public engagement, and

WHEREAS, the Lansing Conservation Advisory Council voted to approve this resolution and has recommended that the Lansing Town Board approve this resolution, and

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

RESOLVED, that the Town of Lansing formally requests that the DEC:

1. Rescind the Negative Declaration and require the preparation of a comprehensive, public-accessible Environmental Impact Statement to assess all potential environmental risks associated with the proposed activities, and

2. Conduct a public hearing to allow for community input by residents and stakeholders on the Environmental Impact Statement, and

BE IT FURTHER RESOLVED that this resolution be sent – to ensure that the voices of the Town of Lansing’s residents are heard in this critical decision-making process – to:

[-Comment.CayugaSaltMine2023@dec.ny.gov](mailto:Comment.CayugaSaltMine2023@dec.ny.gov)

with copies to the following:

- OGS Commissioner Jeanette Moy (officeofthecommissioner@ogs.ny.gov)
- DEC Interim Commissioner Sean Mahar (sean.mahar@dec.ny.gov)
- DEC Region 8 Administrator Tim Walsh (tim.walsh@dec.ny.gov)
- DEC Region 7 Administrator Dereth Glance (dereth.glance@dec.ny.gov)
- DEC Region 7 Asst. Permit Administrator Jonathan Stercho (Jonathan.stercho@dec.ny.gov)
- NYS Senator Lea Webb (leawebb@nysenate.gov)
- NYS Assemblyperson Anna Kelles (kellesa@nyassembly.gov)
- Shawn Wilczynski, Mine Manager, Cargill (Shawn_Wilczynski@cargill.com)
- Zoe Scopa, Senior Mine Engineer, Cargill (zoe_scopa@cargill.com)

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

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

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on January 15, 2025.

ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

Cayuga Lake National Bank

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at depository institutions through ICS®, the IntraFi Cash Service® of IntraFi LLC (“*IntraFi*”).

1. Deposit Placement

(a) Subject to the terms and conditions of this Agreement, we will act as your agent in placing deposits for you through ICS. Schedule 1 describes the procedure by which we will place deposits for you through ICS. Schedule 2 describes the account type and placement feature that we will use.

(b) Each depository institution at which deposits may be placed through ICS (“*Destination Institution*”) will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation (“*FDIC*”) up to the FDIC standard maximum deposit insurance amount (“*SMDIA*”) of \$250,000.

(c) **A LIST IDENTIFYING INTRAFI NETWORK BANKS, WHICH ARE FDIC-INSURED DEPOSITORY INSTITUTIONS, APPEARS AT [HTTPS://WWW.INTRAFI.COM/NETWORK-BANKS](https://www.intrafi.com/network-banks). CERTAIN CONDITIONS MUST BE SATISFIED FOR “PASS-THROUGH” FDIC DEPOSIT INSURANCE COVERAGE TO APPLY.** IntraFi network banks may be added or removed without notice. As described below, you may designate any Destination Institution as ineligible to receive your funds.

(d) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS (“*Deposit Account*”), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(e) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (“*Depositor Identifier*”). You will enter your federal taxpayer identification number (“*TIN*”) as your Depositor Identifier, unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(f) You will use the same Depositor Identifier for all placement of deposits for you through ICS or CDARS by us or any other institution.

(g) Deposits that we place for you in Deposit Accounts will be “deposits,” as defined by federal law, at the Destination Institutions.

(h) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of any other person or entity.

2. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers (“*Custodial Agreement*”), we will also act as your custodian for the Deposit Accounts. The Bank of New York Mellon (“*BNY*”) provides services that support deposit placement through ICS, including acting as our sub-custodian.

(b) As your custodian, we will open on our records, either directly or with the assistance of BNY, a custodial account in which we will hold your interests in the Deposit Accounts (“*Custodial Account*”). We may permit you to have multiple Custodial Accounts.

(c) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY, as our sub-custodian, (ii) on the records of BNY in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(d) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(e) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

(f) You may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(g) We will endeavor to cause any request from you pursuant to Section 2(f) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(h) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(i) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Interest Rate

(a) The interest rate for the Deposit Accounts at Destination Institutions (“*Interest Rate*”) will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Interest compounds daily. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(c) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY that includes the type of deposits we place for you (“*ICS Settlement*”) will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (“*Business Day*”).

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts (“*Program Balance*”) and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, and the total interest and annual percentage yield for the period.

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement (“*Triggering Event*”). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds (“*Root Account*”) to the Deposit Accounts at ICS Settlement (“*Program Deposit*”) or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement (“*Program Withdrawal*”).

(b) Schedule 1 sets forth Triggering Events applicable to your deposits.

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day (“*Regular Program Deposit*”).

(b) Schedule 1 may provide that a transfer of funds to the Deposit Accounts at ICS Settlement on the *same* Business Day (“*Same-Day Program Deposit*”) is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (“*Same-Day Deposit Cutoff Time*”).

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum.

4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in a transfer of funds from the Deposit Accounts at ICS Settlement the *next* Business Day (“*Regular Program Withdrawal*”).

(b) Schedule 1 may provide that a transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (“*Same-Day Program Withdrawal*”) is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (“*Same-Day Withdrawal Cutoff Time*”).

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the

proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you at a Destination Institution will be placed in a Deposit Account that is a demand deposit account (“*DDA*”) or a Deposit Account that is a money market deposit account (“*MMDA*”), as provided in Schedule 2. In accordance with federal regulations, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. Each Destination Institution has agreed that it will not exercise this right for ICS deposits unless it does so for all savings deposits it holds, including those not received through ICS.

(b) Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs, MMDAs, or both.

(c) Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

5. Placement Feature

5.1. Reciprocal and One-Way

(a) We are eligible to use a feature of ICS in which, when we place deposits, we receive matching deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) We are also eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a

deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) You may add institutions to your Exclusions List in a manner we specify, which may be by entering exclusions on Schedule 2, by entering them through the DCP, or in another manner.

(c) An Exclusions List, and any changes to it, will be effective within one Business Day after the first Business Day on which we have received the Exclusions List or changes to it from you or you have entered them on the DCP.

6.3. Depositor Control Panel

(a) You must be capable of using, and you agree to use, the Depositor Control Panel (“DCP”), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on the applicable link on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials. If we have enabled access by you to the DCP using a single-sign-on system that we provide, you may not be able to self-register for the DCP in the manner described above.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day’s ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day’s ICS Settlement, minus any Program Withdrawal that will occur at the day’s ICS Settlement. The allocation may provide that previously-deposited

funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review (“DPR”) will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (“*Proposed Placement List*”), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (“*Alternate Placement List*”). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution

in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement in ICS or CDARS under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(b) A deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer

them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(d) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(c) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit “as soon as possible,” either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor with respect to the placement of funds using ICS, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi’s objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution’s mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution’s mutual-to-stock conversion, we may forward

such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2(f).

9. Other Provisions

9.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 9.1(a) or Section 9.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

9.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent,

or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

9.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 9.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 9.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT,

PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

9.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 9.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the notice or, if no effective date is specified in the notice, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited

at the time of termination. In addition, the provisions of this Section 9.4 will survive termination.

(d) Except as provided in Section 2(i), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term “applicable law” refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words “include,” “includes,” and “including” do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.

By signing below, you (“*Depositor*”) and we (“*Relationship Institution*”) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTIONInstitution: Cayuga Lake National Bank

Signature: _____

Name and title of authorized signatory:

Kelly R. WadePresident/CEO

Date signed: _____

SOLE OR PRIMARY DEPOSITORDepositor: Town of Lansing

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)

Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Specified Terms

The Same-Day Deposit Cutoff Time is as follows:

	<input type="checkbox"/> AM	<input checked="" type="checkbox"/> PM	<input checked="" type="checkbox"/> Eastern	<input type="checkbox"/> Central	<input type="checkbox"/> Mountain	<input type="checkbox"/> Pacific
(insert time)	(check AM or PM)		(check time zone)			

Daylight Saving Time applies when nationally in effect unless checked here

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement. Funds held in a holding account may not accrue interest prior to ICS Settlement.

3. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Withdrawal is a Same-Day Program Withdrawal request by you that we receive and accept before the Same-Day Withdrawal Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement later the same Business Day.

(c) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Withdrawal and we will retain those amounts from the funds we receive at ICS Settlement.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.

Schedule 2 to ICS Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

We will place deposits for you in DDAs.

We will place deposits for you in MMDAs.

We may place deposits for you in DDAs, MMDAs, or both.

(Check one above.)

You may use up to six MMDA Program Withdrawals per month.

No per-month MMDA Program Withdrawal limit applies.

→

(If MMDAs will or may be used, check one above.)

2. Placement Feature

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

We will use only the Reciprocal Feature in placing deposits for you.

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution’s main office (rather than the city and state of a branch location). The Exclusions List may also include the institution’s FDIC certificate number or transit routing number. If you do not list any exclusions enter “none” under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).

(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

Signature of sole or primary Depositor

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

Cayuga Lake National Bank

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement (“*Deposit Accounts*”) for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the IntraFi Cash Service®, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (“*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (“*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law (“*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Cayuga Lake National Bank

Signature: _____

Name and title of authorized signatory:

Kelly R. Wade

President/CEO

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: Town of Lansing

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)

RESOLUTION APPROVING REDEPOSIT AND SPREADER AGREEMENT BETWEEN TOWN AND CAYUGA LAKE NATIONAL BANK TO SUPPORT USE OF INTRAFI CASH SERVICE FOR TOWN CLERK DEPOSITS

RESOLUTION 25-

RESOLUTION APPROVING REDEPOSIT AND SPREADER AGREEMENT BETWEEN TOWN AND CAYUGA LAKE NATIONAL BANK TO SUPPORT USE OF INTRAFI CASH SERVICE FOR TOWN CLERK DEPOSITS

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

WHEREAS, General Municipal Law (“GML”) §§ 10 and 11 allow municipalities to conditionally utilize reciprocal depository plans, which can help obtain more FDIC insurance coverage upon municipal deposits; and

WHEREAS, the Cayuga Lake National Bank (“CLNB”) holds certain town deposits and has proposed and delivered agreements and documents respecting the IntraFi deposit placement program, which allows CLNB to place reciprocal deposit accounts with participating federal chartered banks, each in an amount not to exceed \$250,000, so as to increase the level of FDIC insurance on town deposits as the primary stop-gap loss protection; and

WHEREAS, upon consideration of the foregoing, the Town Board has duly

RESOLVED, that the ICS Deposit Placement Agreement (the “Agreement”) between CLNB and the Town be and hereby is approved, and the same may be executed by the Town Supervisor or Deputy Town Supervisor by and for the Town; and be it further

RESOLVED, that the Town Clerk, Accountant, and Bookkeeper each and all track the performance of deposits under this Agreement, including to assure that at all times transfers, deposits, and reciprocal deposits meet the requirements of the GML, including specifically that (i) any amount earmarked or held for reciprocal deposits be fully securitized by FDIC insurance or eligible securities as required by law, particularly to the extent any individual account, deposit, or reciprocal deposit may exceed \$250,000; and (ii) the full amount of any redeposited funds and all interest thereupon be fully covered by FDIC insurance; and be it further

RESOLVED, that these requirements (among others set forth in GML §§ 10 and 11, and the guidance of the State Comptroller) be fully met by a combination of one or both of the following: (i) existing agreements with CLNB and required securitization requirements for Town deposits; and/or (ii) that individual deposits be periodically audited, as well as audited whenever there appears to be any risk of non-compliance and, if any lack of security is found, the same be promptly remediated.

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

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

Councilperson Laurie Hemmings –
Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on January 15, 2025.

MOTION TO ENTER EXECUTIVE SESSION

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

AT _____ PM.

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____

MOTION TO EXIT EXECUTIVE SESSION

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

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____

MOTION TO ADJOURN MEETING

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

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____