



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, May 21, 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. **Public Hearing for Proposed Local Law 2 of 2025 to Amend Town Code Chapter 142, Flood Damage Protection**
 - [a.](#) Motion to Open/Close
5. **Public Hearing for Proposed Local Law 3 of 2025 to Amend Town Code Chapter 240 "Taxation", To Amend Certain Tax Exemption Limits and Add New Exemptions**
 - [a.](#) Motion to Open/Close
6. **Resolutions**
 - [a.](#) Resolution Adopting Local Law 2 of 2025 to Amend Town Code Chapter 142, Flood Damage Protection
 - [b.](#) Resolution Adopting Local Law 3 of 2025 to Amend the Town Code Chapter 240 "Taxation", to Amend Certain Tax Exemption Limits and Add New Exemptions
7. **Privilege of the Floor:** Limited to 20 Minutes with a Maximum of 3 Minutes per Speaker
 - a. Optional Board Member Responses – Maximum 2 Minutes per Board Member
8. **Department Reports**
 - [a.](#) **Department of Public Works Report** – Mike Moseley
 - [b.](#) **Parks and Recreation Report** – Patrick Tyrrell
 - [c.](#) **Director of Planning Report** – John Zepko
 - [d.](#) **Town Clerk Report** - Debbie Munson
 - [e.](#) **Lansing Community Library Report** – Annie Johnson
 - [f.](#) **Lansing Youth Services Report** – Richard Alvord
 - [g.](#) **Engineer's Report** – Dave Herrick

- h. **Tompkins County Legislator Report** – Mike Sigler

9. Consent Agenda

- a. Motion Authorizing Supervisor to Sign Publicly Owned Sewer System Registration Application and Notifier Agreement
- b. Motion Approving Agreement with Harter, Secrest & Emery LLP as Special Counsel for Two Solar Projects
- c. Motion Amending Employee Handbook § 511 Computer Systems and Internet / Email Service
- d. Motion Amending Employee Handbook § 510 Telephone/Cell Phone Usage
- e. Motion to Adopt Cell Phone Allowance Request Form Effective June 23, 2025
- f. Motion to Amend Salary Incident to the Public Office of Town Historian
- g. Resolution Approving and Authorizing Bid Documents for the Town of Lansing's Building Energy Improvements
- h. Resolution Declaring Intent to Establish Lead Agency Pursuant to State Environmental Quality Review 6 NYCRR Part 617.6 for Adoption of a Local Law of the Town of Lansing to Amend the Code of the Town of Lansing Chapter 225 Article II Stormwater Management & Erosion Control
- i. Resolution Authorizing Execution of a Contract with General Code to Provide Interactive Maplink Software for Utilization by Town Residents and Property Owners, and Facilitating Interaction With The Planning & Code Enforcement Department
- j. Resolution Approving Audit and Budget Modifications and Supervisor's Report
- k. Resolution Approving Consent Agenda

10. Motions and Resolutions

- a. Motion Authorizing Supervisor to Sign the Stipulation of Settlement in the Matter of Yellow Barn Solar, LLC by and Between Yellow Barn Solar, LLC and the Town
- b. Motion Authorizing and Directing Code Revision Committee to Prepare Preliminary Draft Edits to Chapter 225 Stormwater Management
- c. Resolution Approving Addendum to the AIA Agreement with LeChase for New Department of Public Works Facility Project
- d. Resolution Accepting MJ Engineering Proposal for the Town Greenway Master Plan
- e. Resolution Amending Town Code Chapter 206 Appendix A, Sewer Rules and Regulations Section A.(3)(a) - Sanitary Waste Permit Fee

11. Board Member Reports

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

12. Work Session

- a. Conservation Advisory Council to Conservation Board
- [b.](#) Review of Cash Management and Investment Policy
- c. Change Order Threshold for Supervisor to Approve for New DPW Facility Project
- d. Options for Scoops

13. Executive Session if Needed

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

14. Adjourn Meeting

- a. Motion to Adjourn Meeting

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

MOTION TO OPEN THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 2 OF 2025 TO AMEND TOWN CODE CHAPTER 142, FLOOD DAMAGE PROTECTION – A LOCAL LAW PROVIDING FOR FLOOD DAMAGE PREVENTION, MANAGEMENT AND PERMITTING

Councilperson _____, moved to **OPEN THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 2 OF 2025 TO AMEND TOWN CODE CHAPTER 142, FLOOD DAMAGE PROTECTION – A LOCAL LAW PROVIDING FOR FLOOD DAMAGE PREVENTION, MANAGEMENT AND PERMITTING** at _____ pm.

Councilperson _____ seconded the motion.

All in Favor – Opposed –

MOTION TO CLOSE THE PUBLIC HEARING

All persons desiring to be heard, having been heard, Councilperson _____, moved to **CLOSE THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 2 OF 2025 TO AMEND TOWN CODE CHAPTER 142, FLOOD DAMAGE PROTECTION – A LOCAL LAW PROVIDING FOR FLOOD DAMAGE PREVENTION, MANAGEMENT AND PERMITTING** at _____ pm.

Councilperson _____ seconded the motion.

All in Favor — Opposed —

TOWN OF LANSING LOCAL LAW #2 OF 2025

A LOCAL LAW PROVIDING FOR FLOOD DAMAGE PREVENTION, MANAGEMENT, AND PERMITTING

SECTION 1.0 - STATUTORY AUTHORIZATION AND PURPOSE

1.1 AUTHORITY AND FINDINGS. This local law is adopted as authorized by The New York State Constitution Article IX, Section 2, Environmental Conservation Law Article 36, and Municipal Home Rule Law § 10. The Town Board of the Town of Lansing finds that the potential or actual damages from flooding and erosion may be a problem to the residents of the Town of Lansing and that such damages may include destruction or loss of private and public housing, damage to public facilities, both publicly and privately owned, and injury to and loss of human life. To minimize the threat of such loss or damages, and to achieve the purposes and objectives hereinafter set forth, this local law is adopted and made a part of the Town Code of the Town of Lansing, Chapter 142, hereby repealing, superseding, and replacing current Town Code Chapter 142.

1.2 STATEMENT OF PURPOSE. It is the purpose of these regulations and this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) regulate uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- (4) control filling, grading, dredging and other development which may increase erosion or flood damages;
- (5) regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands; and
- (6) qualify and maintain for participation in the National Flood Insurance Program.

1.3 OBJECTIVES. The objectives of this chapter are:

- (1) to protect human life and health;
- (2) to minimize expenditure of public money for costly flood control projects;
- (3) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) to minimize prolonged business interruptions;
- (5) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in areas of special flood hazard;
- (6) to help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- (7) to provide that developers are notified that property is in an area of special flood hazard; and,
- (8) to ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

SECTION 2.0 – DEFINITIONS. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

"Accessory Structure" is a structure used solely for parking (two-car detached garages or smaller) or limited storage, represent a minimal investment of not more than 10 percent of the value of the primary structure, and may not be used for human habitation.

"Appeal" means a request for a review of the Local Administrator's interpretation of any provision of this Chapter or a request for a variance.

"Area of shallow flooding" means a designated AO, AH or VO Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average annual depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1-A30, A99, V, VO, VE, or V1-V30. It is also commonly referred to as the base floodplain or 100-year floodplain. For purposes of this Chapter, the term "special flood hazard area (SFHA)" is synonymous in meaning with the phrase "area of special flood hazard."

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means that portion of a building having its floor subgrade (below ground level) on all sides.

"Building" See "Structure"

"Cellar" has the same meaning as "Basement".

"Crawl Space" means an enclosed area beneath the lowest elevated floor, eighteen inches or more in height, which is used to service the underside of the lowest elevated floor. The elevation of the floor of this enclosed area, which may be of soil, gravel, concrete, or other material, must be equal to or above the lowest adjacent exterior grade. The enclosed crawl space area shall be properly vented to allow for the equalization of hydrostatic forces which would be experienced during periods of flooding.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation or drilling operations or storage of equipment or materials.

"Elevated building" means a non-basement building (i) built, in the case of a building in Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor, elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-V30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls that meet the federal standards.

"Federal Emergency Management Agency" means the Federal agency that administers the National Flood Insurance Program.

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters;
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood" or "flooding" also means the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in (1) above.

"Flood Boundary and Floodway Map (FBFM)" means an official map of the community published by the Federal Emergency Management Agency as part of a riverine community's Flood Insurance Study. The FBFM delineates a Regulatory Floodway along water courses studied in detail in the Flood Insurance Study.

"Flood Elevation Study" means an examination, evaluation, and determination of the flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as Zone A but no flood elevations are provided.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

"Flood Insurance Study" see "flood elevation study".

"Floodplain" or "Flood-prone area" means any land area susceptible to being inundated by water from any source (see definition of "Flooding").

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

"Floodway" - has the same meaning as "Regulatory Floodway".

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, and ship repair facilities. The term does not include long-term storage, manufacturing, sales, or service facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

"Historic structure" means any structure that is:

- (1) listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

- (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (i) by an approved state program as determined by the Secretary of the Interior or
 - (ii) directly by the Secretary of the Interior in states without approved programs.

"Local Administrator" is the person appointed by the community to administer and implement this chapter by granting or denying development permits in accordance with its provisions. This person is often the Building Inspector, Code Local Administrator, or employee of an engineering department.

"Lowest floor" means lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Chapter.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term does not include a "Recreational vehicle"

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum of 1988 (NAVD 88), or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"Mobile home" - has the same meaning as "Manufactured home".

"New construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the community and includes any subsequent improvements to such structure.

"One-hundred-year flood" or **"100-year flood"** has the same meaning as "Base Flood".

"Principally above ground" means that at least 51 percent of the actual cash value of the structure, excluding land value, is above ground.

"Recreational vehicle" means a vehicle which is:

- (1) built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) designed to be self-propelled or permanently towable by a light duty truck; and,
- (4) not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface

elevation more than a designated height as determined by the Federal Emergency Management Agency in a Flood Insurance Study or by other agencies as provided in Section 4.4-2 of this Law.

"Start of construction" means the date of permit issuance for new construction and substantial improvements to existing structures, provided that actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading, or filling), or the installation of streets or walkways, or excavation for a basement, footings, piers or foundations, or the erection of temporary forms, or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. The term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) any alteration of a "Historic structure", provided that the alteration will not preclude the structure's continued designation as a "Historic structure".

"Variance" means a grant of relief from the requirements of this chapter which permits construction or use in a manner that would otherwise be prohibited by this chapter.

"Violation" means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations.

SECTION 3.0 - GENERAL PROVISIONS.

3.1 LANDS TO WHICH THIS CHAPTER APPLIES. This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of Lansing, Tompkins County, New York.

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD. The areas of special flood hazard for the Town of Lansing, Community Number 360852 are identified and defined on the following documents prepared by the Federal Emergency Management Agency.

- (1) Flood Insurance Rate Map Panels: 36109C0009D, 36109C0013D, 36109C0020D, 36109C0040D, 36109C0056D, 36109C0057D, 36109C0059D, 36109C0076D, 36109C0077D, 36109C0078D, 36109C0079D, 36109C0081D, 36109C0082D, 36109C0083D, 36109C0084D, 36109C0086D, 36109C0087D, 36109C0091D, 36109C0092D, 36109C0093D, 36109C0094D, 36109C0105D,

36109C0115D, 36109C0182D, 36109C0201D, 36109C0202D, whose effective date is June 18, 2025.

- (2) A scientific and engineering report entitled “Flood Insurance Study, Tompkins County, New York, (All Jurisdictions),” dated June 18, 2025.

The above documents are hereby adopted and declared to be a part of this Chapter. The Flood Insurance Study and/or maps are on file at: Lansing Town Hall, 29 Auburn Rd, Lansing NY, 14882

3.3 INTERPRETATION AND CONFLICT WITH OTHER LAWS. This Chapter includes all revisions to the National Flood Insurance Program through June 26, 2001, and shall supersede all previous laws adopted for the purpose of flood damage prevention.

In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

3.4 SEVERABILITY. The invalidity of any section or provision of this chapter shall not invalidate any other section or provision thereof.

3.5 VIOLATIONS; PENALTIES FOR NON-COMPLIANCE. No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered, and no land shall be excavated or filled, without full compliance with the terms of this chapter and any other applicable regulations. Any infraction of the provisions of this chapter by failure to comply with any of its requirements, including infractions of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. The following are violations of this chapter: (i) any act or failure to act in violation of, or non-compliance with, the requirements of this chapter; and (ii) any act or failure to act in violation of, or non-compliance with, the terms and conditions of any permit, stop work order, or certificate of compliance issued under this chapter.

The violation of this chapter shall be a criminal offense classified as a “violation,” punishable by a monetary fine of not less than \$100 nor more than \$500, or imprisonment for not more than 15 days, or both. Each day of noncompliance may be charged as, and shall be considered, a separate offense. Each conviction of each offense shall be separately sentenced under law. In addition:

- (1) Any structure found not compliant with the requirements of this chapter for which the developer and/or owner has not applied for and received an approved variance under Section 6.0 will be declared non-compliant and notification sent to the Federal Emergency Management Agency and each and all remedies and rights provided to the Town under this section shall be cumulative, and the Town's pursuit of any one right or remedy does not effect a waiver or an election of remedies, and the Town may thereafter pursue or continue to pursue any other right or remedy it may have in law, equity, or in admiralty, whether simultaneously or sequentially; and
- (2) Any violation of or noncompliance with this chapter may also and separately result in the termination, modification, or revocation of any permits or approvals as issued, the refusal of the Town to issue any approvals, endorsements, certifications, building permits, certificates of occupancy, certificates of compliance, and any similar or other document or approval, until the applicant or person rectifies and cures each and all such violations; and
- (3) Until the violation or noncompliance is abated, the Town may suspend any review or other proceedings in relation to any pending matters, permit approvals, or land use reviews or approvals; and
- (4) Any person who has been in violation of this chapter may also be required to restore or repair any land to its undisturbed condition and any repair, remediation, or removal not undertaken in compliance with an order of the Town may be undertaken, after due notice, by the Town, with the cost of the same to be paid by the applicant or landowner and to become a lien upon the subject real property until paid, and the Town may also commence any one or more civil proceedings in any court of competent jurisdiction to recover

the costs of such remediation, removal, repair, or restoration, together with all consequential and incidental losses, costs, expenses, and damages, including reasonable attorneys' and experts' fees.

For purposes of this chapter, the Town's justice court is hereby vested and imbued with jurisdiction to issue administrative and other warrants in compliance with common law and the New York Criminal Procedure Law and administrative codes of the State of New York, as well as to hear and adjudicate allegations relating to the criminal violation of this chapter and thereafter, if appropriate, impose any fine, penalty, or sanction. Whenever the Town shall believe from evidence satisfactory to it that there is a violation of this chapter, the Town may also bring an action to enjoin and restrain the continuation of such violation and in any such action preliminary relief may be granted under Article 63 of the Civil Practice Law and Rules and the Town shall not be required to: (i) post any bond or undertaking; (ii) prove that there is or will likely be irreparable harm; or (iii) prove that the Town has no adequate remedy at law. In such action, the court may also award any damages or other relief requested, including declaring the rights and interests of any parties and imposing any criminal convictions and sentences.

3.6 WARNING AND DISCLAIMER OF LIABILITY. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Town of Lansing any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter, or any administrative decision lawfully made there under.

SECTION 4.0 - ADMINISTRATION

4.1 DESIGNATION OF THE LOCAL ADMINISTRATOR. The Director of Planning & Code Enforcement or other such person(s) as hereafter so appointed by resolution of the Town Board is hereby appointed Local Administrator to administer and implement this chapter by granting or denying floodplain development permits in accordance with its provisions.

4.2 THE FLOODPLAIN DEVELOPMENT PERMIT.

4.2-1 PURPOSE. A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting its citizens from increased flood hazards and ensuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in Section 3.2, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the Local Administrator and may include, but not be limited to: plans, in duplicate, drawn to scale and showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. The Local Administrator may amend and update the permit whenever deemed necessary or required to comply with law or achieve the purposes and goals of this chapter.

4.2-2 FEES. All applications for a floodplain development permit shall be accompanied by an application fee as periodically set by the Town Board, with an initial fee hereby set at \$200.00. In addition, the applicant shall be responsible for reimbursing the Town of Lansing for any additional costs necessary for review, inspection, and approval of this project. The Local Administrator may require a deposit as may be periodically set by resolution of the Town Board, with an initial maximum deposit set at \$500.00 to cover these additional costs. These fees and deposit amounts may hereafter be periodically amended or updated by resolution of the Town Board.

4.3 APPLICATION FOR A PERMIT. The applicant shall provide the following information as appropriate. Additional information may be required on the permit application form.

- (1) The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved residential structure to be located in a special flood hazard area. Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
- (2) The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved non-residential structure to be located in Zones A1-A30, AE, or AH or Zone A if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
- (3) The proposed elevation, in relation to mean sea level, to which any new or substantially improved non-residential structure will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the Local Administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.
- (4) A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in Section 5.2-3, UTILITIES.
- (5) A certificate from a licensed professional engineer or architect that any non-residential floodproofed structure will meet the floodproofing criteria in Section 5.4, NON-RESIDENTIAL STRUCTURES.
- (6) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in Section 3.2, when notified by the Local Administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.
- (7) A technical analysis, by a licensed professional engineer, if required by the Local Administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.
- (8) In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either 50 lots or 5 acres.

4.4 DUTIES AND RESPONSIBILITIES OF THE LOCAL ADMINISTRATOR. Duties of the Local Administrator shall include, but not be limited to, the following.

4.4-1 PERMIT APPLICATION REVIEW. The Local Administrator shall conduct the following permit application review before issuing a floodplain development permit:

- (1) Review all applications for completeness, particularly with the requirements of subsection 4.3, APPLICATION FOR A PERMIT, and for compliance with the provisions and standards of this law.
- (2) Review subdivision and other proposed new development, including manufactured home parks to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of Section 5.0, CONSTRUCTION STANDARDS and, in particular, sub-section 5.1-1 SUBDIVISION PROPOSALS.
- (3) Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The Local

Administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination.

If the proposed development may result in physical damage to any other property or fails to meet the requirements of Section 5.0, CONSTRUCTION STANDARDS, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and re-submit the application.

- (4) Determine that all necessary permits have been received from those governmental agencies from which approval is required by State or Federal law.

4.4-2 USE OF OTHER FLOOD DATA

- (1) When the Federal Emergency Management Agency has designated areas of special flood hazard on the community's Flood Insurance Rate map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A or V on the FIRM) nor identified a floodway, the Local Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, including data developed pursuant to paragraph 4.3(7), as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this law.
- (2) When base flood elevation data are not available, the Local Administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purposes of this law.
- (3) When an area of special flood hazard, base flood elevation, and/or floodway data are available from a Federal, State or other authoritative source, but differ from the data in the documents enumerated in Section 3.2, the Local Administrator may reasonably utilize the other flood information to enforce more restrictive development standards.

4.4-3 ALTERATION OF WATERCOURSES

- (1) Notification to adjacent municipalities that may be affected and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse and submit evidence of such notification to the Regional Administrator, Region II, Federal Emergency Management Agency.
- (2) Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

4.4-4 CONSTRUCTION STAGE

- (1) In Zones A1-A30, AE and AH, and Zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).
- (2) Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The Local Administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop work order for the project unless immediately corrected.

4.4-5 INSPECTIONS. The Local Administrator and/or the developer's engineer or architect shall make periodic inspections at appropriate times throughout the period of construction to monitor compliance with

permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.

4.4-6 STOP WORK ORDERS

- (1) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found ongoing without a development permit. Disregard of a stop work order shall subject the violator to the penalties described in Section 3.5 of this chapter.
- (2) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found non-compliant with the provisions of this law and/or the conditions of the development permit. Disregard of a stop work order shall subject the violator to the penalties described in Section 3.5 of this chapter.

4.4-7 CERTIFICATE OF COMPLIANCE

- (1) In areas of special flood hazard, as determined by documents enumerated in Section 3.2, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the Local Administrator stating that the building or land conforms to the requirements of this chapter.
- (2) A certificate of compliance shall be issued by the Local Administrator upon satisfactory completion of all development in areas of special flood hazard.
- (3) Issuance of the certificate shall be based upon the inspections conducted as prescribed in Section 4.4-5, INSPECTIONS, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.

4.4-8 INFORMATION TO BE RETAINED. The Local Administrator shall retain, and make available for inspection, copies of the following:

- (1) Floodplain development permits and certificates of compliance;
- (2) Certifications of as-built lowest floor elevations of structures, required pursuant to sub-sections 4.4-4(1) and 4.4-4(2), and whether or not the structures contain a basement;
- (3) Floodproofing certificates required pursuant to sub-section 4.4-4(1), and whether or not the structures contain a basement;
- (4) Variances issued pursuant to Section 6.0, VARIANCE PROCEDURES; and,
- (5) Notices required under sub-section 4.4-3, ALTERATION OF WATERCOURSES.

SECTION 5.0 - CONSTRUCTION STANDARDS.

5.1 GENERAL STANDARDS. The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Section 3.2.

5.1-1 SUBDIVISION PROPOSALS. The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):

- (1) Proposals shall be consistent with the need to minimize flood damage;
- (2) Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed so as to minimize flood damage; and,
- (3) Adequate drainage shall be provided to reduce exposure to flood damage.

5.1-2 ENCROACHMENTS

- (1) Within Zones A1-A30 and AE, on streams without a regulatory floodway, no new construction, substantial improvements, or other development (including fill) shall be permitted unless:
 - (i) the applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any location, or,
 - (ii) the Town of Lansing agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received, and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Lansing for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Lansing for all costs related to the final map revision.
- (2) On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in Section 3.2, no new construction, substantial improvements, or other development in the floodway (including fill) shall be permitted unless:
 - (i) a technical evaluation by a licensed professional engineer demonstrates through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that such an encroachment shall not result in any increase in flood levels during occurrence of the base flood, or,
 - (ii) the Town of Lansing agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received, and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Lansing for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Lansing for all costs related to the final map revisions.
- (3) In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, if any development is found to increase or decrease base flood elevations, the shall as soon as practicable, but not later than six months after the date such information becomes available, notify FEMA and the New York State Department of Environmental Conservation of the changes by submitting technical or scientific data in accordance with standard engineering practice.

5.2 STANDARDS FOR ALL STRUCTURES. The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Section 3.2.

5.2-1 ANCHORING. New structures and substantial improvement to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

5.2-2 CONSTRUCTION MATERIALS AND METHODS

- (1) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.
- (2) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.
- (3) For enclosed areas below the lowest floor of a structure within Zones A1-A30, AE, AO or A, new and substantially improved structures shall have fully enclosed areas below the lowest floor that are useable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this

requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:

- (i) a minimum of two openings of each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- (ii) the bottom of all such openings no higher than one foot above the lowest adjacent finished grade and;
- (iii) openings not less than three inches in any direction.

Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters. Enclosed areas sub-grade on all sides are considered basements and are not permitted.

5.2-3 UTILITIES

- (1) New and replacement electrical equipment, heating, ventilating, air conditioning, plumbing connections, and other service equipment shall be located at least two feet above the base flood elevation, at least three feet above the highest adjacent grade in a Zone A without an available base flood elevation where permitted, or be designed to prevent water from entering and accumulating within the components during a flood and to resist hydrostatic and hydrodynamic loads and stresses. Electrical wiring and outlets, switches, junction boxes and panels shall be elevated or designed to prevent water from entering and accumulating within the components unless they conform to the appropriate provisions of the electrical part of the Building Code of New York State or the Residential Code of New York State for location of such items in wet locations;
- (2) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall; and,
- (4) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

5.2-4 STORAGE TANKS

- (1) Underground tanks shall be anchored to prevent flotation, collapse, and lateral movement during conditions of the base flood.
- (2) Above-ground tanks shall be:
 - (i) anchored to prevent floatation, collapse, or lateral movement during conditions of the base flood or;
 - (ii) installed at or above the base flood elevation as shown on the Flood Insurance Rate Map enumerated in Section 3.2 plus two feet.

5.3 RESIDENTIAL STRUCTURES

5.3-1 ELEVATION. The following standards apply to new and substantially improved residential structures located in areas of special flood hazard, in addition to the requirements in sub-sections 5.1-1, SUBDIVISION PROPOSALS, and 5.1-2, ENCROACHMENTS, and Section 5.2, STANDARDS FOR ALL STRUCTURES.

- (1) Within Special Flood Hazard Areas, new construction and substantial improvements shall have the lowest floor (including basement) elevated to or above two feet above the base flood elevation.

- (2) Within Zone A, if the Base flood elevation is not specified, a base flood elevation shall be determined by either of the following:
 - (i) Obtain and reasonably use data available from a federal, state, or other source plus 2 feet of freeboard or;
 - (ii) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practices, plus freeboard. Determinations shall be undertaken by a registered design professional who shall be documented that the technical methods used reflect currently accepted engineering practice. Studies, analyses, and computations shall be submitted in sufficient detail to allow thorough review and approval.
- (3) Within Zone AO, new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's Flood Insurance Rate Map enumerated in Section 3.2 plus two feet of freeboard, or not less than 3 feet if a depth number is not specified.
- (4) Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.

5.4 NON-RESIDENTIAL STRUCTURES. The following standards apply to new and substantially improved commercial, industrial, and other non-residential structures located in areas of special flood hazard, in addition to the requirements in sub-sections 5.1-1, SUBDIVISION PROPOSALS, and 5.1-2, ENCROACHMENTS, and Section 5.2, STANDARDS FOR ALL STRUCTURES.

- (1) Within Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, new construction and substantial improvements of any non-residential structure shall either:
 - (i) have the lowest floor, including basement or cellar, elevated to or above two feet above the base flood elevation; or
 - (ii) be floodproofed so that the structure is watertight below two feet above the base flood elevation, including attendant utility and sanitary facilities, with walls substantially impermeable to the passage of water. All structural components located below the base flood level must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
- (2) Within Zone AO, new construction and substantial improvements of non-residential structures shall:
 - (i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM plus two feet (at least three feet if no depth number is specified), or
 - (ii) together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in sub-section 5.4(1)(ii).
- (3) If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A Floodproofing Certificate or other certification shall be provided to the Local Administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of Section 5.4(1)(ii), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.
- (4) Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.
- (5) Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three feet above the highest adjacent grade.

5.5 MANUFACTURED HOMES AND RECREATIONAL VEHICLES. The following standards in addition to the standards in Section 5.1, GENERAL STANDARDS, and Section 5.2, STANDARDS FOR ALL STRUCTURES apply, as indicated, in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard.

- (1) Recreational vehicles placed on sites within Zones A1-A30, AE and AH shall either:
 - (i) be on site fewer than 180 consecutive days,
 - (ii) be fully licensed and ready for highway use, or
 - (iii) meet the requirements for manufactured homes in paragraphs 5.5(2), (3) and (4).
 A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
- (2) A manufactured home that is placed or substantially improved in Zones A1-A30, AE, AH and Zone A shall be elevated on a permanent foundation such that the bottom of the frame of the manufactured home chassis is elevated to or above two feet above the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (3) Within Zone AO, the bottom of the frame of the manufactured home chassis shall be elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map enumerated in Section 3.2 plus two feet (at least three feet if no depth number is specified).
- (4) The foundation and anchorage of manufactured homes to be located in identified floodways shall be designed and constructed in accordance with Section 5.2-1, ANCHORING.

5.6 ACCESSORY STRUCTURES INCLUDING DETACHED GARAGES. The following standards apply to new and substantially improved accessory structures, including detached garages, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Section 3.2.

- (1) The accessory structure must meet the definition of structure, for floodplain management purposes, provided in 44 CFR § 59.1, where walled and roofed shall be interpreted as having two outside rigid walls and a fully secured roof.
- (2) The accessory structure should be small, as defined by the community and approved by FEMA, and represent a minimal investment. Accessory structures of any size may be considered for a variance; however, FEMA considers accessory structures that meet the following criteria to be small and therefore not necessarily in need of a variance, if the community chooses to allow it:
 - (i) Located in an A Zone (A, AE, A1-A30, AR, A99) and less than or equal to the size of a one-story, two-car garage.
- (3) Accessory structures must meet the standards of Section 5.2-1, ANCHORING,
- (4) The portions of the accessory structure located below BFE plus two feet of freeboard must be constructed with flood-resistant materials.
- (5) Mechanical and utility equipment for the accessory structure must be elevated or dry floodproofed to or above BFE plus two feet of freeboard.
- (6) Within Zones AO and Zone A, if base flood elevation data are not available, areas below three feet above the highest adjacent grade shall be constructed using methods and practices that minimize flood damage.
- (7) The accessory structure must comply with the floodway encroachment provisions of the NFIP.
- (8) The accessory structure must be wet floodproofed to protect the structure from hydrostatic pressure. The design must meet the NFIP design and performance standards for openings per 44 CFR § 60.3(c)(5) and must allow for the automatic entry and exit of floodwaters without manual operation or the presence of a person (or persons).

SECTION 6.0 - VARIANCE PROCEDURE

6.1 APPEALS BOARD.

- (1) The Zoning Board of Appeals as established by the Town Board shall hear and decide appeals and requests for variances from the requirements of this chapter.

- (2) The Zoning Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Local Administrator in the enforcement or administration of this chapter.
- (3) Those aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.
- (4) In passing upon such applications, the Zoning Board of Appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and:
 - (i) the danger that materials may be swept onto other lands to the injury of others;
 - (ii) the danger to life and property due to flooding or erosion damage;
 - (iii) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (iv) the importance of the services provided by the proposed facility to the community;
 - (v) the necessity to the facility of a waterfront location, where applicable;
 - (vi) the availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (vii) the compatibility of the proposed use with existing and anticipated development;
 - (viii) the relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
 - (ix) the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (x) the costs to local governments and the dangers associated with conducting search and rescue operations during periods of flooding;
 - (xi) the expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - (xii) the costs of providing governmental services during and after flood conditions, including search and rescue operations, maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems and streets and bridges.
- (5) Upon consideration of the factors of Section 6.1(4) and the purposes of this chapter, the Zoning Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
- (6) The Local Administrator shall maintain the records of all appeal actions including technical information and report any variances to the Federal Emergency Management Agency upon request.

6.2 CONDITIONS FOR VARIANCES

- (1) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (i-xii) in Section 6.1(4) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (2) Variances may be issued for the repair or rehabilitation of historic structures upon determination that:
 - (i) the proposed repair or rehabilitation will not preclude the structure's continued designation as a "Historic structure"; and
 - (ii) the variance is the minimum necessary to preserve the historic character and design of the structure.
- (3) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - (i) the criteria of subparagraphs 1, 4, 5, and 6 of this Section are met; and
 - (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.
- (4) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

- (5) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (6) Variances shall only be issued upon receiving written justification of:
 - (i) a showing of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing codes, local laws, or ordinances.
- (7) Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:
 - (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and
 - (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions as required in Section 4.4-8 of this Chapter.

Be it enacted this ____ day of ____, 2025 by the Town Board of the Town of Lansing, Tompkins County, New York, to be effective immediately upon adoption.

Ruth Groff, Town Supervisor: _____

Councilperson Judy Drake: _____

Councilperson Laurie Hemmings: _____

Councilperson Christine Montague: _____

Councilperson Joseph Wetmore: _____

SEAL

ATTEST: _____
Deborah Munson, Town Clerk

Attachment A

**MODEL FLOODPLAIN DEVELOPMENT
APPLICATION FORM**

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION # _____

This form is to be filled out in duplicate.

SECTION 1: GENERAL PROVISIONS (APPLICANT to read and sign):

1. No work may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Compliance is issued.
5. The permit is invalid if no work is commenced within six months of issuance, and expires 2 years from date of issuance.
6. Applicant is hereby informed that other permits may be required to fulfill local, state, and federal regulatory requirements.
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance.
8. I, THE APPLICANT, CERTIFY THAT ALL STATEMENTS HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE.

(APPLICANT'S SIGNATURE)

DATE

SECTION 2: PROPOSED DEVELOPMENT (To be completed by APPLICANT)

NAME ADDRESS TELEPHONE:

APPLICANT: _____

BUILDER: _____

ENGINEER: _____

PROJECT LOCATION: To avoid delay in processing the application, please provide enough information to easily identify the project location. Provide the street address, lot number or legal description (attach) and, outside urban areas, the distance to the nearest intersecting road or well-known landmark. A map attached to this application, and a sketch showing the project layout would be helpful.

DESCRIPTION OF WORK (Check all applicable boxes):**A. STRUCTURAL DEVELOPMENT**ACTIVITYSTRUCTURE TYPE

- | | |
|--|--|
| <input type="checkbox"/> New Structure | <input type="checkbox"/> Residential (1-4 Family) |
| <input type="checkbox"/> Addition | <input type="checkbox"/> Residential (More than 4 Family) |
| <input type="checkbox"/> Alteration | <input type="checkbox"/> Non-residential (Floodproofing? <input type="checkbox"/> Yes <input type="checkbox"/> No) |
| <input type="checkbox"/> Relocation | <input type="checkbox"/> Combined Use (Residential & Commercial) |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Manufactured (Mobile) Home |
| <input type="checkbox"/> Replacement | (In Manufactured Home Park? <input type="checkbox"/> Yes <input type="checkbox"/> No) |

ESTIMATED COST OF PROJECT \$_____**B. OTHER DEVELOPMENT ACTIVITIES:**

- ☐ Fill ☐ Mining ☐ Drilling ☐ Grading
☐ Excavation (Except for Structural Development Checked Above)
☐ Watercourse Alteration (Including Dredging and Channel Modifications)
☐ Drainage Improvements (Including Culvert Work), Stormwater Control Structures or Ponds
☐ Road, Street or Bridge Construction
☐ Subdivision (New or Expansion)
☐ Individual Water or Sewer System
☐ Other (Please Specify): _____

After completing SECTION 2, APPLICANT should submit form to Local Administrator for review.

SECTION 3: FLOODPLAIN DETERMINATION (To be completed by LOCAL ADMINISTRATOR)

The proposed development is located on FIRM Panel No. _____, Dated _____.

The Proposed Development:

- ☐ The proposed development is reasonably safe from flooding. Entire property is in Zone B, C or X.
☐ The proposed development is in adjacent to a flood prone area.
 100-Year flood elevation at the site is:
 _____Ft. ☐ NGVD 1929/ ☐ NAVD 1988 (MSL)
☐ Unavailable
☐ See Section 4 for additional instructions for development that is or may be in a flood prone area.

SIGNED_____
DATE

SECTION 4: ADDITIONAL INFORMATION REQUIRED (To be completed by LOCAL ADMINISTRATOR)

The applicant must submit the documents checked below before the application can be processed:

- ☐ A site plan showing the location of all existing structures, water bodies, adjacent roads, lot dimensions and proposed development.
- ☐ Development plans and specifications, drawn to scale, including where applicable: details for anchoring structures, proposed elevation of lowest floor (including basement), types of water resistant materials used below the first floor, details of floodproofing of utilities located below the first floor, details of enclosures below the first floor, openings in foundation for entry and exit of floodwaters.
Other _____
- ☐ Elevation Certificate
- ☐ Subdivision or other development plans (If the subdivision or other development exceeds 50 lots or 5 acres, whichever is the lesser, the applicant must provide 100-year flood elevations if they are not otherwise available).
- ☐ Plans showing the watercourse location, proposed relocations, Floodway location.
- ☐ Topographic information showing existing and proposed grades, location of all proposed fill.
- ☐ Top of new fill elevation _____ Ft. ☐ NGVD 1929/ ☐ NAVD 1988 (MSL)
- ☐ PE Certification of Soil Compaction
- ☐ Floodproofing protection level (non-residential only) ☐ NGVD 1929/ ☐ NAVD 1988 (MSL)
For floodproofed structures, applicant must attach certification from registered engineer or architect.
- ☐ Other: _____

SECTION 5: PERMIT DETERMINATION (To be completed by LOCAL ADMINISTRATOR)

I have determined that the proposed activity: A. ☐ Is B. ☐ Is not
in conformance with provisions of Town Code Chapter 142. This permit is hereby issued subject to the conditions attached to and made part of this permit.

SIGNED _____, DATE _____

If BOX A is checked, the Local Administrator may issue a Development Permit upon payment of designated fee.
If BOX B is checked, the Local Administrator will provide a written summary of deficiencies. Applicant may revise and resubmit an application to the Local Administrator or may request a hearing from the Board of Appeals.

Expiration Date: _____

APPEALS: Appealed to Board of Appeals? ☐ Yes ☐ No

Hearing date: _____

Appeals Board Decision --- Approved? ☐ Yes ☐ No

Conditions: _____

 _____.

SECTION 6: AS-BUILT ELEVATIONS (To be submitted by **APPLICANT** before Certificate of Compliance is issued)

The following information must be provided for project structures. This section must be completed by a registered professional engineer or a licensed land surveyor (or attach a certification to this application). Complete 1 or 2 below.

1. Actual (As-Built) Elevation of the top of the lowest floor, including basement (in Coastal High Hazard Areas, bottom of lowest structural member of the lowest floor, excluding piling and columns) is: _____ FT.

☐ NGVD 1929/ ☐ NAVD 1988 (MSL).

Attach Elevation Certificate FEMA Form 81-31

2. Actual (As-Built) Elevation of floodproofing protection is FT. ☐ NGVD 1929/ ☐ NAVD 1988 (MSL).

Attach Floodproofing Certificate FEMA Form 81-65

NOTE: Any work performed prior to submittal of the above information is at the risk of the Applicant.

SECTION 7: COMPLIANCE ACTION (To be completed by **LOCAL ADMINISTRATOR**)

The **LOCAL ADMINISTRATOR** will complete this section as applicable based on inspection of the project to ensure compliance with the community's laws, codes, and rules for flood damage prevention.

INSPECTIONS: DATE _____ BY _____ DEFICIENCIES? ☐ YES ☐ NO
 DATE _____ BY _____ DEFICIENCIES? ☐ YES ☐ NO
 DATE _____ BY _____ DEFICIENCIES? ☐ YES ☐ NO

SECTION 8: CERTIFICATE OF COMPLIANCE (To be completed by **LOCAL ADMINISTRATOR**)

Certificate of Compliance issued: DATE: _____

BY: _____

**SAMPLE CERTIFICATE OF COMPLIANCE FOR
DEVELOPMENT IN A SPECIAL FLOOD HAZARD AREA**

**CERTIFICATE OF COMPLIANCE
FOR DEVELOPMENT IN A SPECIAL FLOOD HAZARD AREA**

(Owner Must Retain This Certificate)

Premises located at: _____

Owner: _____

Owner's Address: _____

Permit No. ____ Permit Date: _____

Check One:

- ☐ New Building
☐ Existing Building
☐ Fill
☐ Other:

The Local Floodplain Administrator is to complete a. or b. below:

- a. Compliance is hereby certified with the requirements of Town Code Chapter 142.

Signed: _____, Dated: _____

- b. Compliance is hereby certified with the requirements of Town Code Chapter 142, as modified by variance no. _____, dated _____.

Signed: _____, Dated: _____

MOTION TO OPEN THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 3 OF 2025 TO AMEND TOWN CODE CHAPTER 240 “TAXATION”, TO AMEND CERTAIN TAX EXEMPTION LIMITS AND ADD NEW EXEMPTIONS FOR AND IN THE TOWN OF LANSING

Councilperson _____, moved to **OPEN THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 3 OF 2025 TO AMEND TOWN CODE CHAPTER 240 “TAXATION”, TO AMEND CERTAIN TAX EXEMPTION LIMITS AND ADD NEW EXEMPTIONS FOR AND IN THE TOWN OF LANSING** at _____ pm.

Councilperson _____ seconded the motion.

All in Favor – Opposed –

MOTION TO CLOSE THE PUBLIC HEARING

All persons desiring to be heard, having been heard, Councilperson _____, moved to **CLOSE THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 3 OF 2025 TO AMEND TOWN CODE CHAPTER 240“TAXATION”, TO AMEND CERTAIN TAX EXEMPTION LIMITS AND ADD NEW EXEMPTIONS FOR AND IN THE TOWN OF LANSING** at _____ pm.

Councilperson _____ seconded the motion.

All in Favor — Opposed —

LOCAL LAW NUMBER #3 OF 2025
A LOCAL LAW OF THE TOWN OF LANSING TO AMEND THE TOWN CODE
CHAPTER 240 "TAXATION," TO AMEND CERTAIN TAX EXEMPTION LIMITS
AND ADD NEW EXEMPTIONS FOR AND IN THE TOWN OF LANSING

The Town Board of The Town of Lansing, New York, pursuant to a Resolution dated _____, 2025, does hereby adopt and pass this Local Law Number #3 of 2025, and therefore, **BE IT SO ENACTED** as follows:

SECTION 1 - AUTHORITY: This local law is adopted pursuant to the powers granted by the Town Law of the State of New York, including but not limited to the Real Property Tax Law ("RPTL") Article 4, Title 2, Town Law § 64, and Municipal Home Rule Law § 10, which authorize the Town of Lansing to adopt local laws providing for the governance and management of town affairs.

SECTION 2 - PURPOSE: The purposes of this local law are to formally update and amend tax exemptions allowed under RPTL Article 4, Title 2, to: (1) increase low-income senior and disabled individual exemptions, and add alternative veterans exemptions, both to match the increases or exemption levels provided by Tompkins County under RPTL §§ 467, 459-c, and 458-a, respectively; and (2) to add the Historic Barn exemptions of RPTL § 483-b, the Improvements to Property made Pursuant to the Americans with Disabilities Act of 1990 of RPTL § 459-a, and the Capital Improvements to Residential Properties exemptions of RPTL § 421-f.

SECTION 3 - AMENDMENT OF TOWN CODE CHAPTER 240: Town Code Chapter 240 is amended as set forth below:

- A. The low-income senior and disabled individual exemptions set forth in § 240-3 are amended to read as follows:

Annual or Combined Annual Income of Owners	Percentage Assessed Valuation Exempt
Up to \$36,500.00	50%
\$36,500.00 to \$37,500.00	45%
\$37,500.01 to \$38,500.00	40%
\$38,500.01 to \$39,500.00	35%
\$39,500.01 to \$40,400.00	30%
\$40,400.01 to \$41,300.00	25%
\$41,300.01 to \$42,200.00	20%
\$42,200.01 to \$43,100.00	15%
\$43,100.01 to \$44,000.00	10%
\$44,000.01 to \$44,900.00	5%

- B. A new Article 4 is added, as follows:

Article 4. Alternative Veterans Exemption.

§ 240-15 Legislative intent and effect.

It is the intent of this article to extend Alternative Veterans real property tax exemptions, as authorized by New York State Real Property Tax Law § 458-a, to the fullest extent permitted by law, except that the exemption may be applied to a wartime award of 15% or a maximum amount of \$15,000, to a maximum amount of \$21,000, so long as this exemption is authorized and approved by New York State and the applicant or beneficiary is properly and duly qualified for such exemption.

§ 240-16. Severability.

If any portion of this article, or the application thereof to any person, entity, or circumstance, shall be determined by any court or tribunal of competent jurisdiction to be invalid or unenforceable, such determination shall be confined in its operation to the invalid part hereof, or in its application to such person, entity, or circumstance as is directly involved in the controversy in which such determination shall have been rendered, and the remainder of this article shall not be impaired thereby and such determination shall not be deemed or construed to apply to other persons, entities, or circumstances.

§ 240-17. Effective date.

This article shall take effect immediately.

- C. A new Article 5 is added, as follows:

Article 5. Historic Barn Exemption.

§ 240-15 Legislative intent and effect.

It is the intent of this article to extend the Historic Barn real property tax exemption, as authorized by New York State Real Property Tax Law § 483-b, to the fullest extent permitted by law, so long as this exemption is authorized and approved by New York State, the historic barn to which the exemption applies is subjected to a public hearing and a resolution approval by the town as required by such § 483-b(1), and the applicant or beneficiary is properly and duly qualified for such exemption.

§ 240-16. Severability.

If any portion of this article, or the application thereof to any person, entity, or circumstance, shall be determined by any court or tribunal of competent jurisdiction to be invalid or unenforceable, such determination shall be confined in its operation to the invalid part hereof, or in its application to such person, entity, or circumstance as is directly involved in the controversy in which such determination shall have been rendered, and the remainder of this article shall not be impaired thereby and such determination shall not be deemed or construed to apply to other persons, entities, or circumstances.

§ 240-17. Effective date.

This article shall take effect immediately.

D. A new Article 6 is added, as follows:

Article 6. Improvements to Property made Pursuant to the Americans with Disabilities Act of 1990.

§ 240-20 Legislative intent and effect.

It is the intent of this article to extend the Improvements to Property made Pursuant to the Americans with Disabilities Act of 1990 real property tax exemptions, as authorized by New York State Real Property Tax Law § 459-a, to the fullest extent permitted by law, and so long as this exemption is authorized and approved by New York State and the applicant or beneficiary is properly and duly qualified for such exemption.

§ 240-21. Severability.

If any portion of this article, or the application thereof to any person, entity, or circumstance, shall be determined by any court or tribunal of competent jurisdiction to be invalid or unenforceable, such determination shall be confined in its operation to the invalid part hereof, or in its application to such person, entity, or circumstance as is directly involved in the controversy in which such determination shall have been rendered, and the remainder of this article shall not be impaired thereby and such determination shall not be deemed or construed to apply to other persons, entities, or circumstances.

§ 240-22. Effective date.

This article shall take effect immediately.

E. A new Article 7 is added, as follows:

Article 7. Capital Improvements to Residential Properties.

§ 240-20 Legislative intent and effect.

It is the intent of this article to extend the Capital Improvements to Real Properties real property tax exemptions, as authorized by New York State Real Property Tax Law § 421-f, to the fullest extent permitted by law, and so long as this exemption is authorized and approved by New York State and the applicant or beneficiary is properly and duly qualified for such exemption.

§ 240-21 Assessment Application Requirements.

The application required for this exemption shall be both submitted to and received by the appropriate assessor's office within the earlier of one year of the date of issuance of any certificate of occupancy, or the close-out of any building permit issued for the capital improvement being considered for the exemption.

§ 240-22. Severability.

If any portion of this article, or the application thereof to any person, entity, or circumstance, shall be determined by any court or tribunal of competent jurisdiction to be invalid or unenforceable, such determination shall be confined in its operation to the invalid part hereof, or in its application to such person, entity, or circumstance as is directly involved in the controversy in which such determination shall have been rendered, and the remainder of this article shall not be impaired thereby and such determination shall not be deemed or construed to apply to other persons, entities, or circumstances.

§ 240-23. Effective date.

This article shall take effect immediately.

SECTION 4 - SAVINGS AND SEVERANCE: The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional must not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which must remain in full force and effect.

SECTION 5 - CODIFICATION: This local law shall be incorporated into the Town Code Chapter 240, and the incorporator may designate such new section and numerical headings, or other indexed references, as make for a coherent Town Code, sequentially numbered or marked. Nothing in this local law is intended to disrupt or affect the existing Town Code, except to the extent any existing code provision is herein expressly amended, superseded, or repealed. All other provisions of the Town Code are hereby reaffirmed and continued in force and effect, and the codification of these amendments shall follow the procedure for amending the code as set forth in the code, or in the Town's local laws, including but not limited to Local Law #2 of 2020.

SECTION 6 - EFFECTIVE DATE: This local law shall take effect immediately.

RESOLUTION ADOPTING LOCAL LAW # 2 OF 2025 TO UPDATE AND REPLACE TOWN CODE CHAPTER 142, ADDRESSING FLOOD PLAIN DAMAGE PROTECTION RULES AND REGULATIONS

RESOLUTION 25-

RESOLUTION ADOPTING LOCAL LAW # 2 OF 2025 TO UPDATE AND REPLACE TOWN CODE CHAPTER 142, ADDRESSING FLOOD PLAIN DAMAGE PROTECTION RULES AND REGULATIONS

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

WHEREAS, FEMA, ACE, and the DEC have updated flood plain mapping, and the federal and state governments have mandated that all authorities having jurisdiction update their flood plain regulations to conform to standards they have developed, including for lands located in the Town of Lansing; and

WHEREAS, allowed local elections were made, including those inserted into blanks left in such mandated forms, and the same has been reviewed and preliminarily approved by the Town and the DEC as a new and superseding local law designed to meet the state and federal mandates, as well as to ensure continuing FEMA eligibility for the Town, and said local law was made the subject of a public hearing on the 21st day of May, 2025, whereat all persons wishing to be heard and all evidence as submitted were considered; and

WHEREAS, because this local law does not reorder any environmental priorities and is merely an update to an already existing and complex set of previously mandated requirements, and because it changes no allowed land uses and does not regulate land uses, but only addresses how to obtain permits and approvals in certain designated flood hazard areas, this matter was and hereby is again deemed to be a Type II SEQRA Action (see e.g., 6 NYCRR Part 617, §§ 617.5(c)(25), (30), and (33)), such that no further environmental review is required; and

WHEREAS upon deliberation upon the public hearing and comments and evidence submitted thereat, if any, and the terms and requirements of such local law, the Town Board of the Town of Lansing has RESOLVED as follows:

1. Local Law # 2 of 2025 be and hereby is approved and adopted in the form as presented to this meeting and, in such form, “be it so enacted.”
2. In accordance with the Municipal Home Rule Law, the final adopted version of this local law shall be filed with the Town Clerk and the New York Secretary as required by the Municipal Home Rule Law. A copy shall also be filed with and submitted to the DEC at the following address: NYS Department of Environmental Conservation, Floodplain Management Section, Attn: Brad Wenskoski, CFM, 625 Broadway, 4th Floor, Albany, NY 12233-3504.
3. This local law shall be forwarded to the municipal code service for immediate inclusion in the Town Code.

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 May 21, 2025.

RESOLUTION ADOPTING LOCAL LAW #3 OF 2025 TO UPDATE CERTAIN TAX EXEMPTION LIMITS, AND ADD NEW ALLOWED EXEMPTIONS, AND THEREBY AMEND TOWN CODE CHAPTER 240

RESOLUTION 25-

RESOLUTION ADOPTING LOCAL LAW #3 OF 2025 TO UPDATE CERTAIN TAX EXEMPTION LIMITS, AND ADD NEW ALLOWED EXEMPTIONS, AND THEREBY AMEND TOWN CODE CHAPTER 240

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

WHEREAS, NYS continually creates new tax exemptions for certain qualifying landowners, and allows and adjusts the maximum allowable amounts of such exemptions from time to time, and the Town has examined the cost of current options respecting the same, as well as what updates and amendments may be appropriate for the Town Code; and

WHEREAS, the Town has developed a local law to amend the Town Code to increase the low-income senior and disabled landowner exemptions and the alternate veterans exemption, and to add exemptions for residential capital improvements, ADA improvements, and historic barn preservation, and said local law was made the subject of a public hearing on the 21st day of May, 2025, whereat all persons wishing to be heard and all evidence as submitted were considered; and

WHEREAS, this matter was and hereby is again deemed to be a Type II SEQRA Action (see e.g., 6 NYCRR Part 617, §§ 617.5(c)(26) and (33)), such that no further environmental review is required; and

WHEREAS upon deliberation upon the public hearing and comments and evidence submitted thereat, if any, and the terms and requirements of such local law, the Town Board of the Town of Lansing has RESOLVED as follows:

1. Local Law # 3 of 2025 be and hereby is approved and adopted in the form as presented to this meeting and, in such form, “be it so enacted.”
2. In accordance with the Municipal Home Rule Law, the final adopted version of this local law shall be filed with the Town Clerk and the New York Secretary as required by the Municipal Home Rule Law. A copy shall also be filed with and submitted to the Tompkins County Department of Assessment, so as to allow qualification as early as possible for such exemptions, as well as to meet the deadline for the 2026 assessment rolls.
3. This local law shall be forwarded to the municipal code service for immediate inclusion in the Town Code.

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 May 21, 2025.

TOWN OF LANSING

DEPARTMENT OF PUBLIC WORKS REPORT

May 2025

NEW DEPARTMENT OF PUBLIC WORKS BUILDING:

- The Department of Public Works is currently coordinating the logistics for relocating materials to support the establishment of the new facility.
- An external company was engaged to perform a comprehensive asbestos assessment on the old salt barn.
- The DPW has received multiple Request for Proposals (RFPs) for specialized testing related to the DPW project. These RFPs outline the requirements and scope of work for conducting specific tests to ensure compliance with regulatory standards and to support the successful execution of the project.

WEATHER:

- Crew members were actively engaged in addressing the flooding caused by the storm on May 6th and May 7th. Their efforts included deploying emergency response measures, clearing debris, and ensuring the safety of affected areas. The team worked diligently to mitigate the impact of the flooding and restore normalcy as quickly as possible.

ROADS:

- Tompkins County Highway will be replacing the concrete culvert on Conlon Road between Bower and Buck Road. The detour will be diverted to Buck Road.
- The road maintenance schedule is currently in progress. This involves a series of planned activities aimed at improving road conditions.
- Roadside mowing operations have commenced to improve the line of sight for drivers. This initiative involves trimming vegetation along the roadways to enhance visibility and safety for motorists.
- Preparations are underway for the application of stone and oil on the roads.

TREE & BRUSH MAINTENANCE:

- The annual brush pickup initiative was successfully completed within a timeframe of one and a half weeks.
- Brush drop-off has changed locations from 10 Town Barn Road to 104 Auburn Road (next to Scoops).

CEMETERIES:

- Cemetery maintenance activities have commenced this spring. These efforts include tasks such as mowing grass, trimming trees and shrubs, cleaning pathways, and repairing any damaged structures.

OFFICE:

- Thank you to Bob Munson for his generous annual donation of straw to the Lansing Fire Department Easter Egg Hunt. His consistent support over the years has been instrumental in ensuring the success of this cherished community event.
- The Town of Lansing has been working hand in hand with the Village of Lansing and the Village of Cayuga Heights regarding the Intermunicipal Agreement for Sewer District One.
- The DPW met with Town of Ithaca to gain insights into their use of OpenGov. During the discussion, the team explored how OpenGov is utilized to enhance transparency, streamline operations, and improve public engagement.



May Town Board Report

RECREATION:

- Current programming includes cardio step, yoga, strength & stretch, swimming (Watercats), skating, Zumba, adult swim, horse riding, club volleyball, Girls Strong, LBP, LSP, and adult volleyball.
- Our Summer Program Booklet is now available. We are still adding programs.
- Weather delays and mowing have been numerous of late; we are doing our best to stay on top of it.
- LBP (baseball), LSP (softball) and T-ball have all started their seasons. It has been a challenge with all the rain to get practices and games in.
- We are working closely with LCSD on upcoming field usage, both Varsity Boys and Girls soccer program will be using our fields.
- We will be having training for our Day Camp staff this week. We are extremely glad to have Dan Cheatham as our director of day camp.

PARKS:

- More storms have brought us more noticeable tree damage in Myers Park. We have had to remove several more (which has not been cheap). Flooding has caused damage as well, throughout the park. We are losing the shoreline in multiple places.
- Continuing site clearing and consolidation in preparation for the New DPW Facility. Creating better access to our back building for office space. Space is getting very tight.
- Boats are starting to move into their slips and dry dock spaces in Myers Park.
- Camping has opened for the season, even though the weather is not cooperating.
- Salt Point will be planted with wildflower seed once it dries out. Clean up day was extraordinarily successful. Thank you to all who volunteered.
- Our Health Department inspection for camping went very well, no violations.
- Our lake shore at Myers is a mess with trees and debris, this will take several days to clear.
- Last summer some of the basketball court surfacing at Myers Park started to peel. These spots will be repaired in May.
- Grant work for multiple projects is taking up a tremendous amount of time within our department. I had to make an exceedingly difficult choice to not apply for some. Having a grant writer on staff would be a huge benefit to the Town.
- Our Myers Park staff will have a meeting/training later this week so we can open for admission sales this weekend.

- Music in the Park schedule now available. It will begin July 10th.
- LCSD Graduation will be held at Myers Park this year on June 27th. Preparations have begun to accommodate this.
- We have poured a concrete slab around the gazebo/band stand at Myers Park to make it more functional with events.

TRAILS:

- The Working Group received three proposals for the Greenway Master Plan. The group unanimously recommended the MJ group proposal and is sending it to the Town Board for approval.
- The proposal Town Center Greenway Phase 1 has been received and our group will be discussing this next week to make a recommendation to the board.
- T.G. Miller is working on the Myers Road Trail feasibility study.
- Parks, Recreation, and Trails Working Groups next meeting is May 21st.
- The Lansing Center Trail is very wet. We are unable to mow most of the trail. Please use caution and wear boots if you plan to be on it.
- The Lansing Center Trails clean-up/planting day went very well.

TOWN HALL/COMMUNITY CENTER:

- Our .gov domain name conversion has begun: lansingtwnny.gov was accepted.
- Door access for after hour meetings has been a challenge with our new system.
- The Community Center is currently having issues with air conditioning.
- Dave Herrick is working on the RFP for roof replacement on the Community Center and Historical building.
- D Squared responded to me the Town Hall roof repair will be under \$1,000.

Thank you to our Highway Department for their help with numerous items.

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

Planning & Code Enforcement

John Zepko, Director, CPESC, CFM

Reporting Period: April 2025

CURRENT PROJECTS

Updated Flood Maps & Local Laws

FEMA has recently completed an updated Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) establishing base flood elevations (BFEs) for the Town of Lansing. To maintain eligibility in the NFIP, the Town will need to adopt these new regulatory products into the community's floodplain management regulations to meet the standards of Section 60.3(d) of the NFIP regulations (44 CFR) by **May 19, 2025**. Ultimately the law must be adopted and in place by the time the new regulatory maps take effect on **June 19, 2025**.

Lansing's Draft Flood Damage Prevention law has been reviewed by staff, legal counsel, the NY DEC, and Tompkins County 239. A resolution has been presented to the Town Board in this month's packet to make a negative declaration for SEQR and adopt the local law.

MS4 PROGRAM

- Outstanding Year-1 requirements
 - Update an inventory of stormwater treatment practices installed in the Town (both publicly and privately maintained) since 2003. Establish a program to ensure that privately facilities are being inspected and maintained according to an established Stormwater Operations and Maintenance Agreement (SOMRA) or adopted maintenance plan.
- Year-2 requirements
 - Develop and implement a monitoring locations inspection and sampling program
 - Develop and implement an illicit discharge track down program
 - Develop and implement an illicit discharge elimination program
 - Develop inventory of municipal facilities
 - Review and update the focus areas, target audiences, and/or education and outreach topics
 - Provide an opportunity for public involvement/participation in the development and implementation of the SWMP
 - Update the monitoring location inventory
 - Update the monitoring location prioritization
 - Inspect the monitoring locations
 - Review and update the monitoring location inspection and sampling procedures
 - Review and update the illicit discharge track down procedures
 - Provide training on the MS4 Operator's illicit discharge elimination procedures prior to conducting illicit discharge elimination

- Provide training on the MS4 Operator's illicit discharge elimination procedures prior to conducting illicit discharge elimination
- Sweep streets in business and commercially areas
- Review and update the municipal operations procedures

ZONING UPDATE

- The Town of Lansing is a recipient of \$100,000 of funding through Environmental Protection Fund Smart Growth Community Planning (CFA #140499). A meeting was held with a representative from the NY Dept. of State on 22 April 2025 to discuss the program requirements and next steps.

INTERACTIVE ZONING MAP – MAPLINK

MapLink is an interactive zoning map integrated with eCode360 (via General Code) which provides businesses, property owners, constituents, and staff more comprehensive access to the Town's Zoning Ordinance. With MapLink a user can do more than simply identify the zoning of a piece of property but can also query where certain uses may be allowed. The interactive zoning map includes clickable links to the Town's full zoning code as it is published in eCode 360. MapLink is a tool that will save time answering zoning questions.

PLANNING BOARD

The following were heard at the 28 April 2025 Planning Board meeting

1. **Project:** Final Plat Review of Minor Subdivision (2 Lots) of land at 25 Sperry Lane
Applicant: Joseph Lovejoy
Location: 25 Sperry Lane
Project Description: Minor subdivision of lands located at 25 Sperry Lane into two new parcels: Parcel A (.748 ac) and Parcel B (.726 ac). This project is located in the R2 zoning district
SEQR: Unlisted Action – part 2 required
Anticipated Action: Approved

2. **Project:** Final Plat Review of Conlon Corners Minor Subdivision (4 Lots)
Applicant: Andy Sciarabba on behalf of Jesse Young (owner)
Location: 113 Bower Road
Project Description: Minor subdivision of lands located at 113 Bower Road into four new parcels: Lots 1-3 (1.5 ac each) and the remaining 182-acre parent lot. This project will also have a 20' easement with the Town for the installation of a walking trail. This project is located in the RA zoning district
SEQR: Unlisted Action – part 2 required
Anticipated Action: Approved

3. **Project:** Site Plan Review of “Sperling Studio”
Applicant: Andy Sciarabba on behalf of Josh Sperling (owner)
Location: 2073 E Shore Drive (located in the old IGA building)
Project Description: Art / woodworking studio including new site improvements. This project is located in the B1 zoning district
SEQR: Unlisted Action – part 2 required
Anticipated Action: Approved with Conditions

4. **Project:** Site Plan Review – 89 Goodman Road
Applicant: Kevin Kirby, owner
Location: 89 Goodman Road
Project Description: Site Plan Review of small, home-based business named the “Barksville Inn”. This project is located in the AG zoning district
SEQR: Unlisted Action – part 2 required
Anticipated Action: Approved with Conditions

5. **Project:** Preliminary Plat Review of Minor Subdivision (2 Lots) of land at 655 Ridge Road
Applicant: Pat Miller
Location: 655 Ridge Road
Project Description: Minor subdivision of lands located at 655 Ridge Road into two parcels: Lot 1 (24.5 acres) and Lot 2 (6.75 acres). This project is located in the R2 zoning district
SEQR: Unlisted Action – part 2 required
Anticipated Action: Public Hearing, SEQR part 2, final approvals – May’s meeting

6. **Project:** Preliminary Plat Review of Minor Subdivision (2 Lots) of land at 372 Holden Road
Applicant: Nolan Hatfield
Location: 372 Holden Road
Project Description: Minor subdivision of lands located at 372 Holden Road into two parcels: the new “Parcel C” (2.68 acres) and remaining “Parent Parcel” (27.6 acres). This project is located in the AG zoning district
SEQR: Unlisted Action – part 2 required
Anticipated Action: Public Hearing, SEQR part 2, final approvals – May’s meeting

7. **Project:** Sketch Plan review of 0 Sun Path Subdivision
Applicant: Nate Cooke
Location: 0 Sun Path
Project Description: Sketch Plan review of 0 Sun Path
SEQR: N/A
Anticipated Action: Sketch Plan review of project – May’s meeting

ZONING BOARD OF APPEALS

The following were heard at the 9 April 2025 Zoning Board of Appeals meeting

1. Project: Area Variance for an in-home animal care facility
 Applicant: Kevin Kirby, owner/operator
 Location: 89 Goodman Road, TPN 20.-1-8.220
 Project Description: The applicant has applied for an Area Variance and is seeking relief from a 150' setback requirement applicable to Animal Care Facilities located in the AG zoning district.
 SEQR: This project is a Type II action
 Action: Public Hearing, conditions & approval

2. Project: Area Variance for the construction of a 24' x 40' pole barn garage
 Applicant: Nick Jordan, property owner
 Location: 394 Van Ostrand Road, TPN 29-1-17
 Project Description: The applicant has applied for an Area Variance to construct a 24' x 40' (approx. 960 sq/ft) pole barn and needs relief from Town of Lansing Zoning Law § 270-11, Schedule II: Area, Frontage, Yard, Height, and Coverage Requirements for a 1) southern side yard setback of 4' where 15' is required and for a 2) western rear setback of 4' where 25' is required.
 SEQR: This project is a Type II action
 Anticipated Action: Public Hearing, conditions & approval

CODE ENFORCEMENT PERMIT DATA

APRIL 2025

Fees Collected	\$6,971.50
Estimated Project Cost	\$1,487,255.00
Certificate of Occupancy/Compliance	14
Building Permits	27
One- & Two-Family Residences	3
New Businesses	0
Multi-Family Residences (3 or more units)	0
TOTAL 2025 Misc. Fee Collected to date	\$6,925.00

TOWN CLERK MAY 2025

Professional Municipal Clerk's Week – May 4, 2025 – May 11, 2025

New York State Town Clerks Association (NYSTCA) Conference

Debbie and Jessie attended the annual conference for NYSTCA on April 28 – 30th in Syracuse. We always learn so much at the conference. Some topics that we attended were Updates from Association of Towns, Public Notices, Towns and Regulated Cemeteries, FOIL, DECALS update, NYS Retirement, Special Elections, Town Clerk Audit Findings and Spies, Espionage & Cyber Threat Actors.

Training/Webinars

Debbie and Jessie attended an Association of Towns tax webinar on May 1st, 2025. Several topics were discussed including the Judicial Security Act and if counties are required to make towns whole on any charges that were assessed and levied as part of town cleanup costs.

Water and Sewer Bills

May is very busy collecting water and sewer payments. Total bills: 1889 of which 408 were emailed. There was an error on the printed bills stating they are due on May 26th, that is incorrect, and payments are due by May 27th.

Ethics Disclosure Statements

Our office emailed all positions who are required to complete an annual ethics disclosure statement on May 5th. They are required to be returned to our office by May 19th. We are still missing over twenty (20). The Ethics Board plans to review them at their meeting on June 5, 2025.

Break Room

Employees have been enjoying the breakroom space that has been created in the kitchen area. We are looking at room dividers to complete the area.

Cayuga Lake National Bank (CLNB)

Debbie and Jessie attended a very nice breakfast which was specifically for CLNB municipalities.



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
May 2025

Submitted by Annie Johnson

1. Congratulations to Lauren Chambliss, Dan Dwyer, and Matthew Montague for their recent election to the Board of Trustees! We are also happy to announce that the budget passed for 2026.
2. Don't forget that if the Library is closed, you still have access to Libby, Hoopla, and Kanopy!
3. The library continues to provide free delivery to Woodsedge. The library also has a mobile wireless hotspot available for check out. The Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
4. Learn to play American Mah Jongg every Wednesday (new day!) at 10:00 am.
5. The library has an Empire Pass and passes to the Museum of the Earth and the Cayuga Nature Center available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
6. The Library now offers free period products using an Aunt Flow dispenser. Unfortunately, we are no longer able to supply free COVID tests. We can help residents contact the USPS to get free tests in the mail.
7. Chair Yoga is offered every Monday at 9:30 am.
8. Book Club will be held Tuesday, May 20th. We are reading "The Berry Pickers" by Amanda Peters this month.
9. Learn T'ai Chi on Fridays at 10:30 am.
10. There is a year round book sale at the Library.
11. May storytimes on Thursdays: 8th (Outer Space), 15th (Bilingual), 22nd (Balloons and Bubbles), and 29th (Picnics).
12. Summer reading kick off will be Saturday, June 21st at 10:30 am with a performance from Circus Culture at 11 am.
13. The Prom Closet is now open, where new and gently used formal wear are available for use.
14. The art exhibition is featuring self portraits from the Lansing 6th graders. It will be up from May 5-16th.

15. Moana was chosen as the Summer Movie, to be shown at the Town Hall on Saturday August 9th.
16. The winner of the summer reading logo contest is Zoe P! She faced tough competition from many fabulous entries.
17. The Library will be closed on Monday, May 26th for Memorial Day.

Robust Robots: Robust Robots finished strong with all students creating patterns for the Ozobots to follow. Two students were very intent on creating a “dance” for their Ozobots, including special moves like super speed mode, slow motion, zigzagging to another part of the course, and the tornado. The large, multi-board track was used heavily and students loved trying to “trick” the Ozobot by using color patterns that were foreign to the robot, usually just bypassing the command. A lot of fun was had trying to create new commands. Youth created a Spheros challenge with a long preprogrammed path to the front of the school through three hallways. Make it Monday’s is up next where students will plan and work within a budget for the next weeks activities. 9 youth served.

Outdoor Adventure: Students in Outdoor Adventure finished out the final days enjoying watching the fish run up Salmon Creek to spawn. All of the fish seemed to be White Suckers and two students were still able to catch some, 7 in total. Another very popular activity was finding fossils. The Trilobite deposit has produced some of the largest examples I have seen outside of a museum, so lots of careful excavation was completed. Spring has also brought the arrival of new life, and the group was able to follow raccoon and mink tracks along the shore, trying to figure out what those animals were up to, which seemed to be looking for the same fish as the students. Up next is Outdoor Adventure- Base Camp. As the camping season is approaching, skills to set up a campsite, set a tarp for shelter, how to hang a bear bag, different ways to make fire, and how to safely use knives. 12 youth served.

Gaming Creation: This group of game creators were very thoughtful and intentional with their games and game pieces. Each group had different game pieces or boards they wanted to have 3-D printed. All of the printing was completed by our youth employee and students were extremely happy with the results. The detail in the game pieces is quite impressive and the cube for 3-D Chess came out great. One favorite was the “Girl Scouts” game, as most of the places to land all had positive aspects to them, rather than “return to start” or “lose a turn”, there was “move ahead”, or “pick another number” or my favorite- “congratulations! You get a box of cookies of your choice”. Most of the students are wanting to return to either continue making their games or participate in the next program which is Game On. 10 youth served.

Iron Chef- Outdoor Edition: Participants in this program had quite the battle with the weather which kept the group indoors most of the time. However, this group was very flexible and didn’t mind cooking recipes indoors that they can transfer to outdoors over a fire at another time. The group made pizzas, along with campfire nachos, both of which satisfied lots of hunger. The final day was back over a campfire at Salmon Creek where campfire apple pie was requested, this time allowing more time for cooking and a lot of whipped cream! Up next is Science on the Shore, where students will head to Myers Park each day to observe native and invasive species, document as many of those they can, create a guidebook for Myers Point, perform water quality testing, and get in a nice hike to and from the park each day. 12 youth served.

Youth Employment: The youth employees have been busy all around, working with the high school library, the Lansing Public Library, and as Lansing Youth Services Assistants. The high school library assistant has been busier than normal helping them prepare for summer and the next school year, and he is eager to work as much as he can before he heads off to college. At the Lansing Public Library several youth are transitioning seniors and staff are working on filling those positions. One youth has started already and is working as an apprentice to learn the ropes, and another has just applied. Our Lansing Youth Services Assistants were critical in making the Gaming Creation program a success with their 3-D printing experience and our new Assistant is growing daily. He responds well to direction and advice and is also very eager to work as many hours as he can. 12 youth served.

POSS Registration and Application to Use NY-Alert for the Sewage Pollution Right to Know Act

Purpose

The Sewage Pollution Right to Know Act (ECL § 17-0826-a) (SPRTK) requires publicly owned treatment works (POTWs) and operators of publicly owned sewer systems (POSSs) to report to various entities, including the New York State Department of Environmental Conservation (DEC), the local health department (or if there is none, the New York State Department of Health), officials of adjoining municipalities and the general public, in certain instances, of the release of untreated or partially treated sewage. To facilitate the reporting of applicable sewage releases, DEC is using the New York Department of Homeland Security and Emergency Services (DHSES) NY-Alert system.

The principal executive officer or ranking elected official of the municipality that owns the POSS identified in this Registration/Application and all duly authorized representatives of that person for signing reports and other information (including the entry of data into the NY-Alert system) should review ECL § 17-0826-a and its implementing regulations in Part 750 of Title 6 of the New York Codes, Rules and Regulations of the State of New York to ensure that these requirements are followed. All individuals entering data into the NY-Alert system must abide by the rules and procedures for use of that system that will be provided to the appropriate recipients.

Basic Information

- The NY-Alert system is currently being used by several hundred agencies in NY.
- This system is free for the municipalities to use.
- This system allows for the distribution of notifications to the multiple, designated parties while filling out only one online form.
- Smart phones may be used to submit data from the field.
- The principal executive officer (PEO) or ranking elected official (REO) of the municipality that owns the POSS can authorize other people to log into the NY-Alert system to enter sewage discharge data. This person is called the notifier.
- The PEO or REO will fill out the Registration/Application form.
- Each authorized representative must sign a notifier agreement for this Registration/Application form.
- It is recommended that multiple people be authorized to log into the NY-Alert system.
- Separate Notifier Agreements must be executed by each authorized representative.
- Each authorized representative must have a unique email address.
- If the PEO or REO of the municipality that owns the POSS also wishes to enter data into the NY-Alert system, that person must execute a separate Notifier Agreement as well.
- If there is a change in PEO or REO, notifier, or notifier information you must update DEC with the changes.

Where to Submit

Mail the completed Registration/Application form and all Notifier Agreements to:

NYSDEC
Bureau of Water Compliance
SPDES Compliance Information Section
625 Broadway, 4th Floor
Albany, New York 12233-3506

Please keep copies of these documents for your records.
You will receive a confirmation e-mail from overflow@dec.ny.gov when your Registration/Application and agreements have been processed and approved.

Directions for filling out the Registration/Application form

Please print clearly and fill out forms in their entirety.

Section A: POSS Information – Please record the POSS ID for your records. This is the identification used to create a notification in NY-Alert.

- Enter the name that you want the collection system to be called in NY-Alert.
 - This will be displayed when you choose a “facility” to enter a notification
- If the municipality owns a collection system that enters more than one other POTW or POSS, there will be separate POSS IDs for each.
- If we have identified multiple POSS IDs and the collection system only goes to one POTW or POSS, please contact the DEC at the phone number or email listed below.
- If you have been assigned one POSS ID encompassing several sewer districts and would like to designate one POSS ID for each district, contact the DEC.

Section B: Owner Information – enter the name, title, email address and phone number of the PEO or REO of the municipality that actually owns the POSS, i.e. Mayor, Town Supervisor, County Executive, etc.

Section C: Collection System Information – if your collection system is operated by an entity other than the listed municipality, i.e. the village operates the towns sewers, please enter the requested information.

Section D: Treatment Plant Notification – Enter the collection system name or the treatment plant your sewage directly enters. We will add these to the automatic notifications.

Section E: Automatic Notifications

It is mandatory to notify the Chief Elected Official (CEO) of the municipality in which the spill occurred, and the adjoining municipalities. If you want to notify media outlets or others as part of your private notification, you may enter their information here as well.

- You must include the CEO or the Designated Receiver of Alerts of the municipality (i.e. Town Supervisor, Mayor, Chairman of the Board, etc.).

- Municipality/entity - city, town or village; news outlet; or other interested parties that will receive all the information entered into NY-Alert.
- Name – the name of the CEO or Designated Receiver of Alerts (DR) of the municipality in which a discharge may occur and; the name of the CEO for each adjoining municipality.
- Chief Elected Official or Designated Receiver of Alerts – Is the person listed the CEO or DR for their municipality? Circle the appropriate role.
- Email Address – of the person listed.
- Phone number – of the person listed.
- If you have more entities you would like to notify, please fill out the notification supplement found on DEC's Sewage Discharge Reporting Toolbox web page at <http://www.dec.ny.gov/chemical/90323.html>.
- The appropriate Department of Health will be notified automatically. You do not need to include them in this list.
- Please note that under SPRTK you are required to keep this information accurate. For your convenience the Department will update the information for you upon notification to DEC.

Section F: The PEO or REO for the municipality that owns the POSS must complete this section and include all notifiers. If the principal executive officer or ranking elected official will be submitting reports through NY-Alert, include that name in the list.

Directions for filling out the Notifier Agreement

Separate Notifier Agreements need to be submitted for each authorized representative who will enter the data into the NY-Alert system. We recommend two or more notifiers for each facility. If the PEO or REO of the municipality that owns the POSS will be entering data into the NY-Alert system, that person must also execute a separate Notifier Agreement.

- Name of the individual – will be the same name in all name fields
- Organization the individual works for (can be a contract organization)
- Work email address
 - For security purposes, this must be a **unique** email address for the person signing the agreement
 - This is required to get a NY-Alert notifier account.
- Work phone number
- If you have never had a NY-Alert password to create notifications, please check the NEW box
- If you currently have a NY-Alert password to enter other types of alerts, please check the NEW ROLE box
 - Enter your current user name and the type of alerts you are entering
- Two notifier agreements are provided, copy and fill out as many blank sheets as necessary for additional notifiers.

Questions?

For help or questions, please send an email to overflow@dec.ny.gov or call 518-402-8177.

**POSS Notification Registration/Application
for the
Sewage Pollution Right to Know Act**

A. POSS ID

POSS ID	Collection System Name
NYS	Town of Lansing Municipal Sanitary Sewer Collection System

B. Owner Information

Principal Executive Officer or Ranking Elected Official

Municipality Name:	Town of Lansing
Title:	Supervisor
Name:	Ruth Groff
Phone Number:	(607) 533-8896
Email Address:	Rgroff@lansingtown.com

C. Collection System Information

Operated by entity other than the above municipality

Name:	Michael Moseley
Title:	Director of DPW/Highway Superintendent
Organization Name:	Town of Lansing
Phone Number:	(607) 533-4328
Email Address:	mmoseley@lansingtown.com

D. Treatment Plant Information

Where is the sewage going?

Treatment Plant Name/Collection System Name	Treatment Plant Operator/Collection System Owner	Treatment Plant Operator/Collection System Owner Email address	Treatment Plant SPDES ID/Collection System ID (if known)
Village of Cayuga Heights Sewage Treatment Plant	Village of Cayuga Heights	Brent Cross: bcross@cayuga-heights.ny.us	002 0958

E. Automatic Notifications

Municipalities or other entities to be notified

Chief Elected Official (CEO) or Designated Receiver of Alerts (DR) (circle one)	Municipality/Entity	Individual's Name	Email address	Phone number
CEO or DR	Town of Lansing	Ruth Groff Town Supervisor	Rgroff@lansingtown.com	(607) 533-8896
CEO or DR	Village of Lansing	Ronny Hardaway Village Mayor	ronnyhardaway@gmail.com	(607) 257-0424
CEO or DR	Village of Lansing	John Courtney Superintendent of Public Works	dpw@vlansing.org	(607) 257-6280
CEO or DR	Village of Cayuga Heights	Brent Cross Superintendent of Public Works	bcross@cayuga-heights.ny.us	(607) 257-1238

Note: SPRTK mandates notification of the chief elected official (CEO) of the municipality in which the spill occurred, and the adjoining municipalities. Including complete information in this table will facilitate notification through NY-Alert. Additional pages are available at: <http://www.dec.ny.gov/chemical/90323.html>.

F. Signature and Certification by Principal Executive Officer or Ranking Elected Official

I, Ruth Groff [print name] am the principal executive officer or ranking elected official of the municipality that owns the POSS who is obligated to sign this Registration/Application for the POSS. I authorize the individuals specified below to submit notifications required by Sewage Pollution Right to Know Act (including entry of data into the NY-Alert system) with respect to collection system with POSS ID NYS 700077. My name is also set forth on the list below if I will be entering data into the NY-Alert system.

Name(s) of Notifiers:
Michael Mosley: Director of Public Works/Highway Superintendent
Jamar Redmond: Deputy Highway Superintendent

I request permission for those individuals listed above as notifiers (including myself, if listed) to enter data into the NY-Alert system.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____

Principal Executive Officer or
Ranking Elected Official

Dated: _____

Checklist - Permitting Authority Use Only:

Check	Name	Date
Form Received by		
Verified SPDES Authority		
Data Entered		
Account Created		
Confirmation sent		

Notifier Agreement

The notifier is the individual authorized to enter sewage discharge data in the NY-Alert system and sign this Agreement below. Please type or print clearly.

SPDES ID/POSS ID – NYS 700077

Notifier Name:	Mike Moseley
Organization:	Town of Lansing
Notifier Title:	Director of Public Works/Highway Superintendent
Email Address:	mmoseley@lansingtown.com
Phone Number:	(607) 533-4328

This request is (check one):

- ☐ NEW: the first request by this notifier to use NY-Alert.
- ☐ NEW ROLE: Notifier is already entering other alerts to NY-Alert and needs a new role to include the SPRTK alert

My current NY-Alert ID is: _____

My current NY-Alert role(s) are: _____

Notifier Signature

The notifier is the NY-Alert user that submits this Agreement to request access to the NY-Alert system. The notifier is authorized to enter data into the NY-Alert system, as either: 1) the principal or executive officer or ranking elected official of the municipality that owns the POTW or POSS or 2) the duly authorized representative of such person.

I, Michael Moseley, am authorized to enter into this Agreement for SPDES ID/POSS ID NYS 700077. I agree to fully comply with all terms and conditions regarding use of the NY-Alert system that are in effect at the time of my use of that system. By signing this Agreement, I acknowledge that I have read, understand, and accept the terms and conditions of this Agreement.

Notifier Signature: _____ Print Name: Michael Moseley

Title (Circle only one): Ranking Elected Official Date: _____

Principal or Executive Officer

Duly Authorized Notifier

Notifier Agreement

The notifier is the individual authorized to enter sewage discharge data in the NY-Alert system and sign this Agreement below. Please type or print clearly.

SPDES ID/POSS ID – NYS 700077

Notifier Name:	Jamar Redmond
Organization:	Town of Lansing
Notifier Title:	Deputy Highway Superintendent
Email Address:	jredmond@lansingtown.com
Phone Number:	(607)533-4328

This request is (check one):

- ☐ NEW: the first request by this notifier to use NY-Alert.
- ☐ NEW ROLE: Notifier is already entering other alerts to NY-Alert and needs a new role to include the SPRTK alert

My current NY-Alert ID is: _____

My current NY-Alert role(s) are: _____

Notifier Signature

The notifier is the NY-Alert user that submits this Agreement to request access to the NY-Alert system. The notifier is authorized to enter data into the NY-Alert system, as either: 1) the principal or executive officer or ranking elected official of the municipality that owns the POTW or POSS or 2) the duly authorized representative of such person.

I, Jamar Redmond, am authorized to enter into this Agreement for SPDES ID/POSS ID NYS 700077. I agree to fully comply with all terms and conditions regarding use of the NY-Alert system that are in effect at the time of my use of that system. By signing this Agreement, I acknowledge that I have read, understand, and accept the terms and conditions of this Agreement.

Notifier Signature: _____

Print Name: Jamar Redmond

Title (Circle only one): Ranking Elected Official

Date: _____

Principal or Executive Officer

Duly Authorized Notifier

**MOTION AUTHORIZING EXECUTION OF THE NYSDEC PUBLICLY OWNED
SEWER SYSTEM (POSS) REGISTRATION APPLICATION AND NOTIFIER
AGREEMENT FOR THE SEWAGE POLLUTION RIGHT TO KNOW ACT**

MOTION M25-

**MOTION AUTHORIZING EXECUTION OF THE NYSDEC PUBLICLY OWNED
SEWER SYSTEM (POSS) REGISTRATION APPLICATION AND NOTIFIER
AGREEMENT FOR THE SEWAGE POLLUTION RIGHT TO KNOW ACT**

Motion authorizing the execution of the NYSDEC POSS Registration Application for the Sewage Right to Know Act. Registration application will be executed by the Town Supervisor Ruth Groff as the Principal Executive Officer. Mike Moseley and Jamar Redmond will be designated as Notifiers for the NY-Alert system and are authorized to sign Notifier Agreements.



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

April 22, 2025

Ms. Ruth Groff
Town Supervisor
Town of Lansing Town Hall
29 Auburn Road
Lansing, New York 14882

Re: Engagement of Services

Dear Supervisor Groff:

We are pleased that you have given us the opportunity to serve as counsel for the Town of Lansing (the "Town").

This letter will confirm the Town's engagement of Harter Secrest & Emery LLP ("HSE"), effective April 22, 2025, in accordance with the terms of this letter and the enclosed Statement Regarding Terms and Conditions of Engagement.

1. **Client:** the Town of Lansing will be our client in these matters:
 - ORES Application (engagement and representation in the ORES permitting process for the Silverline Energy Center); and
 - "Non-Reimbursable" in connection therewith (negotiation and documentation of a host community benefit agreement and/or PILOT and other ancillary agreements)
2. **Scope of Services:** The scope of our engagement and duties to the Town shall relate solely to assisting with legal matters related to the Silverline Energy Center, including, but not limited to, assisting the Town with the ORES permitting process and negotiating related plans and agreements, including any host community agreement, payment in lieu of taxes, and road use agreement as appropriate. In the event the Town requests us to undertake additional matters for the Town or to expand the scope of our representation, such additional services will be governed by the Statement Regarding Terms and Conditions of Engagement unless we mutually agree otherwise. Unless earlier terminated by either the Town or us, our representation will be deemed concluded

1600 BAUSCH & LOMB PLACE ROCHESTER, NY 14604-2711 PHONE: 585.232.6500 FAX: 585.232.2152

ROCHESTER, NY • BUFFALO, NY • ALBANY, NY • CORNING, NY • NEW YORK, NY

April 22, 2025

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at the time we render our final invoice for services with respect to the matter described in this engagement letter or any additional matters that we may undertake for the Town.

3. **Fees and Expenses:** It is prudent to outline our fee agreement at the outset of the engagement. Our policies concerning fees for services and reimbursement of disbursements are explained in the Statement Regarding Terms and Conditions of Engagement. Our fees for this matter will be on an hourly basis, based upon our hourly rates in effect at the time services are rendered. See below table for the hourly rates of the lawyers anticipated to assist with this matter.

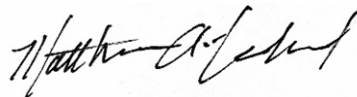
Attorney	Title	Service Areas	Rates
Megan K. Dorritie	Partner	Energy, Commercial Litigation	Standard Rate: \$565
Matthew A. Eldred	Senior Associate	Energy, Environmental, Land Use and Zoning	Standard Rate: \$425
Agata Pijanowski	Associate	Energy, Environmental, Land Use and Zoning	Standard Rate: \$320

If you have any questions about these arrangements, please contact us as soon as possible. If not, please sign a copy of this letter and return it to us.

Once again, we are pleased to have this opportunity to represent the Town, and we look forward to working with you.

Very truly yours,

Harter Secrest & Emery LLP



Matthew A. Eldred

DIRECT DIAL: 585.231.1487
EMAIL: MELDRED@HSELAW.COM

MAE:dmh

Enclosure

cc: Guy K. Krogh, Esq., Town Attorney

April 22, 2025

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Agreed to this ____ day of _____, 2025

Town of Lansing

By: _____
Ruth Groff, Town Supervisor



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

STATEMENT REGARDING TERMS AND CONDITIONS OF ENGAGEMENT

1. Understanding

We are pleased to have the opportunity to provide legal services to you. Experience has shown that our relationship will be stronger if we proceed with a mutual understanding about the scope of our representation, our charges, and payment terms. Unless the engagement letter relating to this matter specifically alters these arrangements, the terms of this Statement will apply to the matter covered by the engagement letter. These terms will also apply to all future matters in which we represent you, unless expressly changed in a subsequent engagement letter. We do not provide business, investment, insurance, or accounting advice.

2. Scope of Representation

A. *Who is our Client?* Unless otherwise expressly stated in the engagement letter, or in a separate engagement letter, our representation is limited to, and our professional responsibilities are owed only to the person(s) or entity(ies) named as the client(s) in the engagement letter, even though in certain instances the payment of our fees may be the responsibility of others. Our firm's representation of a corporation, limited liability company, partnership, joint venture, trade association or other entity does not include the representation of the interests of any related individuals or entities, such as the shareholders, directors or officers of a corporation; a company's parent, subsidiaries or affiliates; the members or managers of a limited liability company; the partners of a partnership or joint venture; or the members of a trade association or other organization. Accordingly, our representation of an entity in this matter will not give rise to a conflict of interest in the event the firm represents other clients adverse to the entity's affiliates in other matters.

B. *Insurance Coverage.* Unless otherwise expressly provided in our engagement letter, our engagement does not include responsibility either for review of your insurance policies to determine the possibility of coverage for any damage or loss sustained by you, for any claims that have or may be asserted against you, for payment of attorneys' fees and costs, or for notification of your insurance carriers concerning any matter.

C. *Post-Representation Changes in Laws.* You are engaging us to provide legal services in connection with the specific representation set forth in the engagement letter. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of this representation to provide additional advice on issues arising from this representation, we will have no obligation to advise you with respect to future legal developments or their impact.

Statement Regarding Terms and Conditions of Engagement
Page 2

3. Fees

Unless otherwise agreed in the engagement letter, our fees will be based primarily on the amount of time spent by lawyers and paraprofessionals, and, in some cases, by law clerks. We may, however, adjust the charge upward based on other factors such as the novelty or complexity of issues and problems encountered, the extent of the responsibility involved, the result achieved, the efficiency of our work, the customary fees for similar legal services and other factors that will enable us to arrive at a fair fee.

There may be instances where we utilize prior work product or firm-developed computer models, simulations or spreadsheets to perform services relative to our representation of you. Since it is to your benefit as well as ours to utilize these tools in providing services to you, the amount billed may not necessarily correlate with the time involved to perform all or any part of the representation. In all cases, however, the charges will be less than if we had to perform these tasks or services without the benefit of these tools.

The fees and costs relating to this matter may not be predictable with reasonable certainty. Therefore, unless otherwise expressly provided in our engagement letter, we have made no commitment to you regarding the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed is only an estimate. Furthermore, your obligation to pay our fees and costs is in no way contingent upon the ultimate outcome of the matter unless expressly stated otherwise in the engagement letter or retainer agreement.

4. Rates

Our hourly rates are based upon a number of factors, including the experience, reputation and ability of the individuals performing the services, and are subject to change from time to time during the representation. Without limiting the foregoing, our hourly rates are typically adjusted each year and, unless the engagement letter expressly provides otherwise, these increases will be automatically applied to all work performed after the effective date of the increase.

5. Work Assignments

The attorney with whom you will primarily deal may assign portions of your work to other firm lawyers, paraprofessionals, law clerks and support staff. However, the responsible attorney will continue to be responsible to you for the entire assignment, and will be available to discuss the use of other personnel with you upon request. Should you have any concerns with respect to the staffing of your matter, please bring them to the attention of the responsible attorney immediately.

Statement Regarding Terms and Conditions of Engagement
Page 3

6. Advice About Possible Outcomes

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based upon information available to us at the time, and should not be construed by you as a promise or guarantee of any particular outcome.

7. Document Retention Policy

Upon termination of the representation and full payment of our fees and expenses, we will return to you any of your documents and other property that you request be returned. You agree that unless you specifically request that file documents or other property be sent to you upon the termination of the representation, we may immediately discard all such file materials that appear not to be needed at some future time. All other documents or property that might have value or that we believe might be needed at some future time will be retained by us for a period of seven (7) years following the closing of the file. After that time, we will destroy or otherwise dispose of, without any further notice to you, any documents, file materials or other property in our possession whose return has not been requested by you. We intend that our file concerning your representation will consist only of business records that have value. During and after the representation, we will have discretion and may exercise professional judgment in deciding what records we will retain for the file and those that we will not. If you request the return of your records during or after the representation, or the transfer of your records to other counsel, you agree to pay for the professional time and expenses for gathering, segregating, and producing those materials. Under all circumstances, we are permitted to retain copies of such records for our business purposes at our expense.

8. Advance Consent for the Firm to Consult with HSE Counsel

As you know, we are a large law firm. We represent many clients and handle a great number of complex matters each year. In part, because of the number of clients that we represent and the complexity of the matters we become involved in, issues arise from time to time concerning our legal and ethical obligations with respect to our representation of a client. These might include, for example, conflicts of interest and issues arising between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we seek the advice of an HSE attorney who is a member of the firm's Practice Management Committee and who has expertise and experience in such matters.

We believe it is in our clients' interest, as well as our interest, that in the event legal ethics or related issues arise during a representation, we receive advice concerning our obligations from HSE counsel. Accordingly, as part of our agreement concerning our representation of you, you agree that if we determine in our professional judgment during the course of the representation that it is either necessary or appropriate to consult with HSE counsel we have your consent to do so.

Statement Regarding Terms and Conditions of Engagement
Page 4

You also agree that our internal discussions with HSE counsel are protected by the attorney-client privilege to the fullest extent permitted by law and that our representation of you does not act as a waiver of or otherwise invalidate such attorney-client privilege held by HSE.

9. Invoices for Services and Disbursements

Except as otherwise agreed, invoices are typically rendered monthly to reflect work performed in the previous month, as well as disbursements or expenses incurred on your behalf, such as long-distance telephone charges, special postage, expedited mailing charges, delivery/messenger charges, fax charges, travel expenses, photocopying, binding and use of other service providers. We will also require reimbursement for payments made on your behalf for filing fees, deposition and trial transcripts, fees of experts, witness fees, service of process, etc. If a specific disbursement is more than \$250, we may require that you pay same in advance or directly to the vendor.

We also may separately charge for computerized legal research systems (such as “Lexis” and “Westlaw”), as use of such systems greatly reduces attorney research time, and thus assists in controlling the cost to you. You may also be charged for necessary overtime and associated charges for secretarial or word processing time.

10. Payment

Payment is due within 30 days after the date of our invoice. If we do not receive questions about the invoice within the 30-day period, it will be assumed you have reviewed the invoice and find it in order. Invoices unpaid after 30 days will be subject to a late charge of 0.75% per month (9% per year) on the unpaid balance commencing from the date of the invoice and continuing until paid. Payments can be made by check, wire transfer, automated clearing house, or credit card (a surcharge applies) payable to the order of “Harter Secrest & Emery LLP.” Questions concerning manner of payment may be directed to our Finance Department. If any invoice remains unpaid for more than 60 days, we may, consistent with our ethical obligations and judicial requirements, either terminate our representation or cease performing services for you until arrangements satisfactory to us have been made for payment of the arrearage, as well as future fees and unbilled work in process.

11. Right to Arbitrate Certain Fee Disputes

Part 137 of the Rules of the Chief Administrator of the New York Courts requires that certain fee disputes are subject to arbitration at the client’s option. We will provide you with a copy of that rule upon request. It also can be located on the Internet at <http://www.nycourts.gov/admin/feedispute>.

Statement Regarding Terms and Conditions of Engagement
Page 5

12. Electronic Communications

It is likely that during the course of this engagement, both you and the firm will use electronic devices and Internet services (which may include wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document web sites, and other state of the art technology) to communicate and to send or make available documents. Although the use of this technology involves some degree of risk that third parties may “hack into” or otherwise access confidential communications, we both believe that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as the firm has policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you also communicate with us in a secure and private manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or Internet addresses that are owned, controlled, or may be accessed by others, including, but not limited to, a hotel, library or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

13. Client Responsibilities

You agree to pay our invoices as provided above. You also agree to be candid and cooperative with us and to keep us informed with complete and accurate information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business or strategy decisions in a timely manner. You understand that we rely on the completeness and accuracy of the information you provide when performing legal services for you.

14. Termination of Engagement

You may, at any time, terminate our representation upon written notice to the firm. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. If we terminate the engagement, we will take reasonable steps to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and you agree to not oppose our request. Your termination or our withdrawal will not relieve you of your obligation to pay for services already rendered, including work in progress and incomplete at the time of termination, and for all expenses incurred on your behalf through the termination or withdrawal date. If this agreement or our services are terminated for any reason, such termination shall be

Statement Regarding Terms and Conditions of Engagement
Page 6

effective only to terminate our services prospectively and all other terms of the engagement letter and terms and conditions shall survive any such termination.

15. Entire Agreement

The engagement letter and these terms and conditions constitute the entire understanding and agreement between you and the firm in this matter and supersedes any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us by you. If any provision of this engagement letter and these terms and conditions are held by a court or other adjudicator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. We are not advising you with respect to this agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice.

16. Choice of Law

The relationship between you and the firm, including the validity, construction, and enforceability of the engagement letter and these terms and conditions, shall be governed in all respects by the law and professional conduct rules of the State of New York, without regard to conflicts of laws principles.

17. Consent to Use of Information

In connection with future materials that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, you agree that, if those materials avoid disclosing your confidential information as defined by the applicable ethical rules, they may identify you as a client, may contain factual synopses of your matters, and may indicate generally the results achieved.

18. Questions

If you have any question about any aspect of our arrangements from time to time, please discuss your concerns with the attorney responsible for your matter or with Craig S. Wittlin, the firm's Managing Partner. It is important to both you and the firm that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters.

Thank you.

Harter Secrest & Emery LLP



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

April 15, 2025

Ms. Ruth Groff
Town Supervisor
Town of Lansing Town Hall
29 Auburn Road
Lansing, New York 14882

Re: Engagement of Services

Dear Supervisor Groff:

We are pleased that you have given us the opportunity to serve as counsel for the Town of Lansing (the "Town").

This letter will confirm the Town's engagement of Harter Secrest & Emery LLP ("HSE"), effective April 15, 2025, in accordance with the terms of this letter and the enclosed Statement Regarding Terms and Conditions of Engagement.

1. **Client:** the Town of Lansing will be our client in these matters:

- ORES Application (engagement and representation in the ORES permitting process for the Silverline Energy Center); and *Cayuga Solar Project*
- "Non-Reimbursable" in connection therewith (negotiation and documentation of a host community benefit agreement and/or PILOT and other ancillary agreements)

2. **Scope of Services:** The scope of our engagement and duties to the Town shall relate solely to assisting with legal matters related to the Cayuga Solar Project, including, but not limited to, assisting the Town with the ORES permitting process and negotiating related plans and agreements, including any host community agreement, payment in lieu of taxes, and road use agreement as appropriate. In the event the Town requests us to undertake additional matters for the Town or to expand the scope of our representation, such additional services will be governed by the Statement Regarding Terms and Conditions of Engagement unless we mutually agree otherwise. Unless earlier terminated by either the Town or us, our representation will be deemed concluded

1600 BAUSCH & LOMB PLACE ROCHESTER, NY 14604-2711 PHONE: 585.232.6500 FAX: 585.232.2152

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Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

April 15, 2025
Page 2

at the time we render our final invoice for services with respect to the matter described in this engagement letter or any additional matters that we may undertake for the Town.

3. **Fees and Expenses:** It is prudent to outline our fee agreement at the outset of the engagement. Our policies concerning fees for services and reimbursement of disbursements are explained in the Statement Regarding Terms and Conditions of Engagement. Our fees for this matter will be on an hourly basis, based upon our hourly rates in effect at the time services are rendered. See below table for the hourly rates of the lawyers anticipated to assist with this matter.

Attorney	Title	Service Areas	Rates
Megan K. Dorritie	Partner	Energy, Commercial Litigation	Standard Rate: \$565
Matthew A. Eldred	Senior Associate	Energy, Environmental, Land Use and Zoning	Standard Rate: \$425
Agata Pijanowski	Associate	Energy, Environmental, Land Use and Zoning	Standard Rate: \$320

If you have any questions about these arrangements, please contact us as soon as possible. If not, please sign a copy of this letter and return it to us.

Once again, we are pleased to have this opportunity to represent the Town, and we look forward to working with you.

Very truly yours,

Harter Secrest & Emery LLP



Matthew A. Eldred
DIRECT DIAL: 585.231.1487
EMAIL: MELDRED@HSELAW.COM

MAE:dmh
Enclosure
cc: Guy K. Krogh, Esq., Town Attorney

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

April 15, 2025
Page 3

Agreed to this _____ day of _____, 2025

Town of Lansing

By: _____
Ruth Groff, Town Supervisor



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

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STATEMENT REGARDING TERMS AND CONDITIONS OF ENGAGEMENT

1. Understanding

We are pleased to have the opportunity to provide legal services to you. Experience has shown that our relationship will be stronger if we proceed with a mutual understanding about the scope of our representation, our charges, and payment terms. Unless the engagement letter relating to this matter specifically alters these arrangements, the terms of this Statement will apply to the matter covered by the engagement letter. These terms will also apply to all future matters in which we represent you, unless expressly changed in a subsequent engagement letter. We do not provide business, investment, insurance, or accounting advice.

2. Scope of Representation

A. *Who is our Client?* Unless otherwise expressly stated in the engagement letter, or in a separate engagement letter, our representation is limited to, and our professional responsibilities are owed only to the person(s) or entity(ies) named as the client(s) in the engagement letter, even though in certain instances the payment of our fees may be the responsibility of others. Our firm's representation of a corporation, limited liability company, partnership, joint venture, trade association or other entity does not include the representation of the interests of any related individuals or entities, such as the shareholders, directors or officers of a corporation; a company's parent, subsidiaries or affiliates; the members or managers of a limited liability company; the partners of a partnership or joint venture; or the members of a trade association or other organization. Accordingly, our representation of an entity in this matter will not give rise to a conflict of interest in the event the firm represents other clients adverse to the entity's affiliates in other matters.

B. *Insurance Coverage.* Unless otherwise expressly provided in our engagement letter, our engagement does not include responsibility either for review of your insurance policies to determine the possibility of coverage for any damage or loss sustained by you, for any claims that have or may be asserted against you, for payment of attorneys' fees and costs, or for notification of your insurance carriers concerning any matter.

C. *Post-Representation Changes in Laws.* You are engaging us to provide legal services in connection with the specific representation set forth in the engagement letter. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of this representation to provide additional advice on issues arising from this representation, we will have no obligation to advise you with respect to future legal developments or their impact.

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

Statement Regarding Terms and Conditions of Engagement
Page 2

3. Fees

Unless otherwise agreed in the engagement letter, our fees will be based primarily on the amount of time spent by lawyers and paraprofessionals, and, in some cases, by law clerks. We may, however, adjust the charge upward based on other factors such as the novelty or complexity of issues and problems encountered, the extent of the responsibility involved, the result achieved, the efficiency of our work, the customary fees for similar legal services and other factors that will enable us to arrive at a fair fee.

There may be instances where we utilize prior work product or firm-developed computer models, simulations or spreadsheets to perform services relative to our representation of you. Since it is to your benefit as well as ours to utilize these tools in providing services to you, the amount billed may not necessarily correlate with the time involved to perform all or any part of the representation. In all cases, however, the charges will be less than if we had to perform these tasks or services without the benefit of these tools.

The fees and costs relating to this matter may not be predictable with reasonable certainty. Therefore, unless otherwise expressly provided in our engagement letter, we have made no commitment to you regarding the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed is only an estimate. Furthermore, your obligation to pay our fees and costs is in no way contingent upon the ultimate outcome of the matter unless expressly stated otherwise in the engagement letter or retainer agreement.

4. Rates

Our hourly rates are based upon a number of factors, including the experience, reputation and ability of the individuals performing the services, and are subject to change from time to time during the representation. Without limiting the foregoing, our hourly rates are typically adjusted each year and, unless the engagement letter expressly provides otherwise, these increases will be automatically applied to all work performed after the effective date of the increase.

5. Work Assignments

The attorney with whom you will primarily deal may assign portions of your work to other firm lawyers, paraprofessionals, law clerks and support staff. However, the responsible attorney will continue to be responsible to you for the entire assignment, and will be available to discuss the use of other personnel with you upon request. Should you have any concerns with respect to the staffing of your matter, please bring them to the attention of the responsible attorney immediately.

Statement Regarding Terms and Conditions of Engagement
Page 3

6. Advice About Possible Outcomes

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based upon information available to us at the time, and should not be construed by you as a promise or guarantee of any particular outcome.

7. Document Retention Policy

Upon termination of the representation and full payment of our fees and expenses, we will return to you any of your documents and other property that you request be returned. You agree that unless you specifically request that file documents or other property be sent to you upon the termination of the representation, we may immediately discard all such file materials that appear not to be needed at some future time. All other documents or property that might have value or that we believe might be needed at some future time will be retained by us for a period of seven (7) years following the closing of the file. After that time, we will destroy or otherwise dispose of, without any further notice to you, any documents, file materials or other property in our possession whose return has not been requested by you. We intend that our file concerning your representation will consist only of business records that have value. During and after the representation, we will have discretion and may exercise professional judgment in deciding what records we will retain for the file and those that we will not. If you request the return of your records during or after the representation, or the transfer of your records to other counsel, you agree to pay for the professional time and expenses for gathering, segregating, and producing those materials. Under all circumstances, we are permitted to retain copies of such records for our business purposes at our expense.

8. Advance Consent for the Firm to Consult with HSE Counsel

As you know, we are a large law firm. We represent many clients and handle a great number of complex matters each year. In part, because of the number of clients that we represent and the complexity of the matters we become involved in, issues arise from time to time concerning our legal and ethical obligations with respect to our representation of a client. These might include, for example, conflicts of interest and issues arising between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we seek the advice of an HSE attorney who is a member of the firm's Practice Management Committee and who has expertise and experience in such matters.

We believe it is in our clients' interest, as well as our interest, that in the event legal ethics or related issues arise during a representation, we receive advice concerning our obligations from HSE counsel. Accordingly, as part of our agreement concerning our representation of you, you agree that if we determine in our professional judgment during the course of the representation that it is either necessary or appropriate to consult with HSE counsel we have your consent to do so.

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

Statement Regarding Terms and Conditions of Engagement
Page 4

You also agree that our internal discussions with HSE counsel are protected by the attorney-client privilege to the fullest extent permitted by law and that our representation of you does not act as a waiver of or otherwise invalidate such attorney-client privilege held by HSE.

9. Invoices for Services and Disbursements

Except as otherwise agreed, invoices are typically rendered monthly to reflect work performed in the previous month, as well as disbursements or expenses incurred on your behalf, such as long-distance telephone charges, special postage, expedited mailing charges, delivery/messenger charges, fax charges, travel expenses, photocopying, binding and use of other service providers. We will also require reimbursement for payments made on your behalf for filing fees, deposition and trial transcripts, fees of experts, witness fees, service of process, etc. If a specific disbursement is more than \$250, we may require that you pay same in advance or directly to the vendor.

We also may separately charge for computerized legal research systems (such as "Lexis" and "Westlaw"), as use of such systems greatly reduces attorney research time, and thus assists in controlling the cost to you. You may also be charged for necessary overtime and associated charges for secretarial or word processing time.

10. Payment

Payment is due within 30 days after the date of our invoice. If we do not receive questions about the invoice within the 30-day period, it will be assumed you have reviewed the invoice and find it in order. Invoices unpaid after 30 days will be subject to a late charge of 0.75% per month (9% per year) on the unpaid balance commencing from the date of the invoice and continuing until paid. Payments can be made by check, wire transfer, automated clearing house, or credit card (a surcharge applies) payable to the order of "Harter Secrest & Emery LLP." Questions concerning manner of payment may be directed to our Finance Department. If any invoice remains unpaid for more than 60 days, we may, consistent with our ethical obligations and judicial requirements, either terminate our representation or cease performing services for you until arrangements satisfactory to us have been made for payment of the arrearage, as well as future fees and unbilled work in process.

11. Right to Arbitrate Certain Fee Disputes

Part 137 of the Rules of the Chief Administrator of the New York Courts requires that certain fee disputes are subject to arbitration at the client's option. We will provide you with a copy of that rule upon request. It also can be located on the Internet at <http://www.nycourts.gov/admin/feedispute>.

Statement Regarding Terms and Conditions of Engagement
Page 5**12. Electronic Communications**

It is likely that during the course of this engagement, both you and the firm will use electronic devices and Internet services (which may include wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document web sites, and other state of the art technology) to communicate and to send or make available documents. Although the use of this technology involves some degree of risk that third parties may “hack into” or otherwise access confidential communications, we both believe that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as the firm has policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you also communicate with us in a secure and private manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or Internet addresses that are owned, controlled, or may be accessed by others, including, but not limited to, a hotel, library or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

13. Client Responsibilities

You agree to pay our invoices as provided above. You also agree to be candid and cooperative with us and to keep us informed with complete and accurate information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business or strategy decisions in a timely manner. You understand that we rely on the completeness and accuracy of the information you provide when performing legal services for you.

14. Termination of Engagement

You may, at any time, terminate our representation upon written notice to the firm. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. If we terminate the engagement, we will take reasonable steps to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and you agree to not oppose our request. Your termination or our withdrawal will not relieve you of your obligation to pay for services already rendered, including work in progress and incomplete at the time of termination, and for all expenses incurred on your behalf through the termination or withdrawal date. If this agreement or our services are terminated for any reason, such termination shall be

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

Statement Regarding Terms and Conditions of Engagement
Page 6

effective only to terminate our services prospectively and all other terms of the engagement letter and terms and conditions shall survive any such termination.

15. Entire Agreement

The engagement letter and these terms and conditions constitute the entire understanding and agreement between you and the firm in this matter and supersedes any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us by you. If any provision of this engagement letter and these terms and conditions are held by a court or other adjudicator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. We are not advising you with respect to this agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice.

16. Choice of Law

The relationship between you and the firm, including the validity, construction, and enforceability of the engagement letter and these terms and conditions, shall be governed in all respects by the law and professional conduct rules of the State of New York, without regard to conflicts of laws principles.

17. Consent to Use of Information

In connection with future materials that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, you agree that, if those materials avoid disclosing your confidential information as defined by the applicable ethical rules, they may identify you as a client, may contain factual synopses of your matters, and may indicate generally the results achieved.

18. Questions

If you have any question about any aspect of our arrangements from time to time, please discuss your concerns with the attorney responsible for your matter or with Craig S. Wittlin, the firm's Managing Partner. It is important to both you and the firm that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters.

Thank you.

Harter Secrest & Emery LLP

MOTION TO APPROVE HIRING MATTHEW A. ELDRED AND HARTER SECREST & EMERY LLP, ROCHESTER, NY, AS CONSULTING AND SPECIAL COUNSEL FOR ORES APPLICATIONS, INCLUDING THE CAYUGA SOLAR PROJECT AND THE SILVERLINE ENERGY CENTER

MOTION M25-

MOTION TO APPROVE HIRING MATTHEW A. ELDRED AND HARTER SECREST & EMERY LLP, ROCHESTER, NY, AS CONSULTING AND SPECIAL COUNSEL FOR ORES APPLICATIONS, INCLUDING THE CAYUGA SOLAR PROJECT AND THE SILVERLINE ENERGY CENTER

Motion approving hiring Matthew A. Eldred and the Harter Secrest & Emery LLP, Rochester, NY, as consulting and special counsel, to work mainly with Town Counsel and the Planning Department relative to ORES applications, including but not limited to the Cayuga Solar Project and the Silverline Energy Center project, and environmental reviews thereunder, together with such other services as may mutually be agreed upon between special counsel and the Town, and further authorizing Supervisor to sign engagement agreement for these purposes by and on behalf of the Town of Lansing.

MOTION AMENDING TOWN OF LANSING EMPLOYEE HANDBOOK § 511
COMPUTER SYSTEMS AND INTERNET/EMAIL SERVICE

MOTION M25-

MOTION AMENDING TOWN OF LANSING EMPLOYEE HANDBOOK § 511
COMPUTER SYSTEMS AND INTERNET/EMAIL SERVICE

Motion to approve the following amendment to the § 511 of the Town of Lansing Employee Handbook, entitled “Computer Systems and Internet/Email Service”, subparagraph entitled “Scope” with the effective date of such amendment deemed to be May 22, 2025, with such amended subsection amended to hereafter read as follows:

“Scope”

This policy must be followed in conjunction with other Town of Lansing policies governing appropriate workplace conduct and behavior.

For the purposes of this policy, all references to computer systems, electronic communication equipment, communication systems, or technology, shall include all devices that store information or are used to communicate electronically, including but not limited to cell phones, iPads, laptops and desktop computers.

Any employee who abuses the company-provided access to email, the internet, or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination. The Town of Lansing complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

Questions regarding the appropriate use of the Town of Lansing’s electronic communications equipment or systems, including email and the internet, should be directed to your Department Head or the information technology (IT) department.”

MOTION AMENDING TOWN OF LANSING EMPLOYEE HANDBOOK
§ 510 TELEPHONE / CELL PHONE USAGE

MOTION M25-

MOTION AMENDING TOWN OF LANSING EMPLOYEE HANDBOOK
§ 510 TELEPHONE / CELL PHONE USAGE

Motion to approve the following amendment to the § 510 of the Town of Lansing Employee Handbook, entitled “Telephone / Cell Phone Usage”, with the effective date of such amendment deemed to be June 23, 2025, with such amended § 510 to now be wholly replaced to read as follows:

510 Cell Phone Policy

I. Purpose and Objective. The purpose of this policy is to ensure employees have the tools and services necessary to effectively perform the duties and responsibilities of their position; to promote a productive work environment with minimal distractions; and to keep employees safe.

For the purposes of this policy, when “cell phone” is referenced, this includes wireless, hand-held electronic devices including smart phones such as iPhones, androids, tablets or similar devices which can be used for phone calls, text messaging or internet and email access.

This policy outlines the appropriate and safe use of cell phones in the workplace including while driving a personal vehicle for business purposes or while in a Town vehicle. For employees whose job duties and responsibilities require the frequent use of a cellular device, the Town may issue a business cell phone for work-related communications or alternatively provide a cell phone allowance paid as a taxable benefit through payroll, for use of a personal cell phone.

II. Appropriate Use of Cell Phones

A. While in the Workplace. The following guidelines must be observed by all cell phone users in the workplace or while conducting business on behalf of the Town regardless of the location.

1. Cell phones should be turned off, or set to silent or vibrate mode, during meetings, conferences and in any circumstance where incoming calls may be disruptive.
2. While at work, employees are expected to exercise discretion when using cell phones. Excessive personal calls or texting during the workday can interfere with employee productivity and be distracting to others. Employees are encouraged to make any personal calls during non-work time when possible or step out of the work area to minimize distracting co-workers.
3. An employee who uses a cell phone for work-related purposes must follow all pertinent IT policies including the Town of Lansing’s Computer Systems and Internet/E-mail Service policy. As stated in that policy, internal and external email, voicemail, text messages and other electronic communications are considered business records and may be subject to discovery in the event of litigation. Employees

must be aware of this possibility when communicating electronically within and outside the company, including when utilizing personal devices for Town business.

B. While Driving or Operating Equipment. Employees must prioritize safety when using cell phones in the workplace. This includes while operating machinery or performing tasks that require full attention.

1. Employees must adhere to all applicable local, state, and federal laws and regulations regarding cell phone use and prioritize safety while in any vehicle. This includes all Town-owned vehicles and equipment such as trucks, excavators, RTV's, ATV's or similar as well as personal vehicles being used for Town business.
2. The Town does not require use of a cellphone while driving. Safety must come before all other concerns. Employees with job responsibilities that may include driving, are expected to refrain from using a cell phone while driving.
3. Reading or sending text messages and/or emails while driving is strictly prohibited.
4. Regardless of the circumstances, including slow or stopped traffic, if a call is placed or accepted while in a vehicle, employees are required to use appropriately installed, hands-free devices, Bluetooth capabilities, or pull off to the side of the road and safely stop the vehicle before placing or accepting the call.
5. To facilitate the provisions of this policy, hands-free equipment may be provided with Town-issued phones or in Town vehicles when necessary.
6. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times. Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area.
7. Employees who are charged with traffic violations resulting from the use of a cell phone while driving will be solely & personally responsible for all liabilities that result from such actions, regardless of whether the cell phone is Town-issued or personal, and regardless of whether the call was work-related or personal.

C. While in the Vicinity of Hazardous Materials. Employees must be aware of their surroundings and refrain from cell phone use while in the vicinity of hazardous and/or flammable materials such as paint thinner, aerosol cans, diesel fuel, and gasoline. This includes the area around fueling stations and while pumping fuel into vehicles, mowers, or gas cans.

III. Cell Phones – Town-Issued or Personal Cell Phone Used for Town Business. This policy applies to all personnel who have been issued a cell phone which was purchased by the Town or has a personal cell phone which is used to conduct business on behalf of the Town.

A. Town-Issued Cell Phone.

1. When an employee's job duties and responsibilities necessitates use of a cell phone, it is the policy of the Town to consider the issuance of a business cell phone for work-related communications.

2. Town-issued cell phones must be authorized by the employee's supervisor. The supervisor will be responsible for determining the appropriate equipment and best cell phone plan.
3. Personal use of Town-issued cell phones should be kept to a minimum. An employee may not make or receive personal calls on a Town-issued cell phone that will result in additional charges to the Town, except in an emergency or with prior approval from their supervisor. The employee must reimburse the Town for any additional charges incurred as a result of personal use.
4. An employee who has been issued a cell phone must follow all pertinent IT policies including the Town of Lansing's Computer Systems and Internet/E-mail Service policy. This policy provides requirements and guidelines as to the appropriate use of, and prohibited uses of, Town-issued electronic devices including internet and email requirements.
5. Employees in possession of Town-issued cell phones are expected to protect the equipment from loss, damage or theft. Town-issued cell phones are the property of the Town, and must be treated, used, and safeguarded as such.
6. Employees must immediately notify their supervisor in the event of the loss, theft, or damage of a Town-issued cell phone. The Town may hold employees financially responsible for the loss, theft, or damage of a Town-issued cell phone if the loss, theft or damage was due to negligence.
7. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for upgrade, security updates, inspection or return.

B. Personal Cell Phone Used for Town Business

1. Employees whose job duties and responsibilities require frequent use of a cell phone may be eligible to receive extra compensation in the form of a taxable cell phone allowance paid via payroll.
2. This is a taxable fringe benefit. The Town will not reimburse employees for any additional taxes as a result of receiving this allowance.
3. This allowance does not constitute an increase to base pay and will not be included as base compensation for future raises, salary adjustments, retirement contributions, or other employee benefits.
4. Upon approval, the employee will receive a cell phone allowance in their regular paychecks paid twice monthly for the duration of eligibility.
5. Eligibility to receive a cell phone allowance must be reviewed and approved by the Department Head. The Town Supervisor will be the approving signature for Dept Heads, Town Clerk, Justices and Highway Superintendent. Both the employee and the person approving the allowance must sign a completed Cell Phone Allowance Request Form.
6. No cell phone allowance will be paid until this form is completed, reviewed and signed by Human Resources/Bookkeeper and on file with Payroll.
7. The Department Head is responsible for a periodic review of cell phone allowances in his/her department. Reviews should be completed when there is a change to an employee's position which may affect eligibility and no less than annually thereafter.
8. Position duties and responsibilities that may meet the criteria for justification include:

- a. Position duties that frequently require working offsite, outside of the normal office environment, and responsibilities that include making critical business decisions requiring immediate attention.
 - b. The employee frequently receives emergency or critical calls outside regular working hours and is expected to return the call and respond to the situation immediately.
 - c. The employee is designated as essential personnel in the event of an emergency which affects Town infrastructure, public health or safety and subsequently coordinates, directs, and supervises the response and necessary work.
 - d. The employee has responsibilities that require use of a cell phone to access confidential or essential websites and/or programs critical to Town business.
 - e. The employee responsibilities include being on-call and available to come to work outside regular working hours in the event of an emergency.
 - f. Other duties and responsibilities as defined and approved by the Department Head.
- 9. The employee must maintain an active cell phone plan as long as the cell phone allowance is in effect. If the employees' cell phone number changes, they must notify their Department Head and the Bookkeeper immediately.
 - 10. The employee is responsible for the purchase and maintenance of a cell phone to appropriately carry out their job duties and responsibilities as outlined on their Cell Phone Request Form.
 - 11. The Town will not be liable for the loss, theft or damage of personal cellphones.

IV. Non-Compliance. Employees violating this policy will be subject to discipline, up to and including termination of employment. The Town Supervisor shall be advised of any breaches of this policy and will be responsible for appropriate remedial action, which may include revocation of the privilege to use cellular devices and disciplinary action, including suspension or termination of employment.

TOWN of LANSING

Section 9, Item e.

CELL PHONE ALLOWANCE REQUEST FORM

Current Revision Date:	06.23.2025	Resolution/Motion #	25-TBD
Previous Revision Date:	N/A	Resolution/Motion #	N/A

The Town of Lansing has established this cell phone allowance criteria for employees who require a cell phone to fulfill the requirements of their position at the Town and utilize their personal cell phone for Town business.

Name: _____ Work Email: _____

Dept: _____ Position Title: _____ Cell Phone: (____) _____

Request and Justification

- The above employee has been approved to receive a cell phone allowance to be paid through payroll as follows: \$75.00 per month (\$37.50 paid twice per month as a taxable fringe benefit). The justification for this level of cell phone allowance is based on the need of a cell phone for the following official Town business needs:

(check all applicable boxes)

- ☐ Position duties frequently require working offsite and/or outside of the normal office environment, and responsibilities include making critical business decisions requiring immediate attention.
- ☐ Position frequently receives emergency or critical calls outside regular working hours and is expected to return the call and respond to the situation immediately.
- ☐ Employee is designated as essential personnel in the event of an emergency which affects Town infrastructure, public health or safety and subsequently coordinates, directs, and supervises the response and necessary work.
- ☐ In addition to the duties checked above, this position also has responsibilities that require frequent use of a cell phone to access confidential or essential websites and/or programs critical to Town business.
- ☐ Other (describe): _____

- The above employee has been approved to receive a cell phone allowance to be paid through payroll as follows: \$20.00 per month (\$10.00 paid twice per month as a taxable fringe benefit). The justification for this level of cell phone allowance is based on the need of a cell phone for the following official Town business needs:

- ☐ Position responsibilities require frequent use of a cell phone to access confidential or essential websites and/or programs critical to Town business.
- ☐ Position responsibilities include being on-call and available to come to work outside regular working hours in the event of an emergency.
- ☐ Other (describe): _____

By signature below, the employee agrees to abide by the Town of Lansing's Cell Phone Policy as related to the use of a personal cell phone and accepts the responsibilities which justify this allowance.

Employee Signature

Date

Approved by Signature

Title

Date

If at any time the employee is no longer justified for a cell phone allowance under the Town of Lansing's Cell Phone Policy, it is the responsibility of the person approving this allowance to notify the Bookkeeper/Payroll to discontinue the allowance.

This request has been reviewed, meets the criteria as outlined in the Cell Phone Policy and is approved by Human Resources/Payroll.

Bookkeeper Signature

Date

Allowance effective date: _____ Allowance cancellation date: _____

Form Revision History:
Origination 06.23.2025

**MOTION TO ADOPT CELL PHONE ALLOWANCE REQUEST FORM
EFFECTIVE JUNE 23, 2025**

MOTION 25-

**MOTION TO ADOPT CELL PHONE ALLOWANCE REQUEST FORM
EFFECTIVE JUNE 23, 2025**

Motion to adopt the Cell Phone Allowance Request Form as provided at this meeting, with an effective date of June 23, 2025. This form will be used to identify employees who are eligible for a cell phone allowance which will be paid with the employees paycheck, which is reflective of the same time period as their paycheck, the prior two weeks phone usage.

MOTION TO AMEND SALARY INCIDENT TO THE PUBLIC OFFICE OF TOWN OF LANSING HISTORIAN

MOTION 25-

**MOTION TO AMEND SALARY INCIDENT TO THE PUBLIC OFFICE OF
TOWN OF LANSING HISTORIAN**

Motion for the Town of Lansing to amend the salary incident to the public office of Town of Lansing Historian, to \$1,500 per year, to be paid with the December vouchers. If the Historian 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.

TOWN OF LANSING
REQUEST PROPOSALS FOR MUNICIPAL BUILDING ENERGY IMPROVEMENTS

This RFP is issued May 23, 2025 by the Town of Lansing
29 Auburn Rd
Lansing, NY 14882

PRC Number: **2025005875**



Contact and Submission Information:

All Proposals are due no later than 2:00 pm on June 16, 2025

Submit to: Deborah Munson, Town Clerk
Submittal Address: 29 Auburn Rd
Lansing, NY 14882

Project questions may be submitted to Patrick Tyrell:

Telephone Number: 607-533-7388

Email Address: ptyrrell@lansingtown.com

The RFP is available on the Town of Lansing Website: www.lansingtown.com.

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Section 1**SECTION 1 – PROJECT OVERVIEW AND LOCATION INFORMATION****1. Overview**

The Town of Lansing is seeking competitive proposals from qualified general contractors for the design and installation of building improvements to a municipal building that would reduce energy consumption. Specifically, the Town will be replacing the HVAC and hot water systems for the Town Hall building located at 29 Auburn Road, Lansing, New York.

The Town is eligible for significant incentives for the above work through Local, State, and Utility programs. To qualify for the Clean Energy Communities Program, the ground source heat pump (to include water heating) project proposal must include:

1. Completed Preliminary Technical Analysis document (attached).
2. Demonstrate at least one member of the installation team to be certified by the International Ground Source Heat Pump Association (IGSHPA); this can include installers, designers, and/or drillers.
3. Projects and Installers must demonstrate qualification for the Clean Heat utility incentive or provide justification for not participating.
4. Include equipment that is Energy Star rated.

2. Town Information

The Town of Lansing is a town of approximately 70 square miles located in Tompkins County, New York in the Finger lakes region of upstate New York. It is bordered by Cayuga Lake and Cayuga County. The population of the town is approximately 11,600 people. It is the third largest town in Tompkins County by population. The town is located a few miles from the City of Ithaca and Cornell University. Major businesses Cargill Deicing Technology, and BorgWarner. In 2023 the median household income was \$88,887, the median age was 35.5 years old, and the median household value was \$299,000.

3. Building Information

The Lansing Town Hall is a single-story office building built in 1999 and comprising approximately 8,200 square feet. The building is heated using a 220,000 btu natural gas fired condensing boiler with radiant floor distribution. However, a recent boiler replacement has rendered much of the radiant floor heating system non-functional. The building is cooled using a split DX system with ducted air handlers. The existing cooling and ventilation system is considered near or past the end of its useful life. Hot water is provided through a 40,000 btu gas fired power vented tank heater with recirculation.

An Energy Options Report ("Report") for the Lansing Town Hall was prepared by the Tompkins County Business Energy Advisors in February 2024. The report includes detailed descriptions for specific energy conservation and electrification measures. A copy of the Report is attached to this RFP and is provided for reference only.

Section 2**SECTION 2 – PROJECT SCOPE****1. Task 1. – Upgrade/Replace HVAC Systems Controls**

The HVAC system controls are not currently functioning properly and will be upgraded. As part of the upgrade, the Town requires comprehensive system controls for more precise temperature control for both energy conservation and increased staff comfort. This Task includes performing an investigation of the existing controls for the heating and cooling zones, preparing a detailed scope of work for the replacement systems, and submitting to the Town a cost proposal to complete the work.

2. Task 2. – Replace the Existing AC and Natural Gas Boiler System with a Ground Source Heat Pump

The Town will require replacement of the HVAC system in the Town Hall, which relies on a natural gas boiler and hydronic heating system, with a fully electric ground source heat pump system with sufficient capacity to heat and cool the building all year. The new system will be connected to the existing in-floor radiant tubing. Replacement will utilize all existing duct work and plumbing unless necessary changes are needed. As many as nine new zone controls (thermostats) to be provided by the contractor. Lands adjacent to the Town Hall available for the horizontal ground loop field are lawned areas behind the building and the ball fields.

3. Task 3. – Repair the Energy Recovery Ventilation (ERV) System

The existing ERV system is not currently functioning properly and will be replaced in order to support the HVAC upgrades and to provide fresh air and ventilation throughout the building.

4. Task 4. – Replace the Hot Water System

The existing domestic hot water system relies on a natural gas hot water tank. As part of the comprehensive replacement, the ground source system must also provide the hot water needs for the building. The system will be replaced by a geothermal unit with an integrated 40-gallon tank.

5. Task 5. – Consulting Engineering Services

It is anticipated that consulting engineering services, if any, required for the project will be provided by the Town under a separate contract with Earth Sensitive Solutions as part of the NPA funding.

Section 3**SECTION 3 – SUBMISSION REQUIREMENTS**

1. **Proposals** – Bidders must complete a proposal containing the following information:
 - a. A brief description of the firm's background, emphasizing areas of expertise or focus of practice. Bidders must provide proof of proficiency and experience in the scope of work put forth in this proposal.
 - Statement of qualifications, including firm size, size of the project team, experience with HVAC installation.
 - Include details of all state, county, and local licenses and/or certificates to verify qualifications in HVAC maintenance, repair, and installation.
 - Resume or summary qualifications of the designated project manager, including any certifications and experience.
 - Description of the project scope, including the tools, strategies, equipment, and resources that will be used to complete the project.
 - b. Evidence of legal authority to conduct business in New York. Include FEIN and business license number, and proof of registration with New York State Department of Labor Public Works Contractor Registry.
 - c. Pricing proposal itemized by Tasks 1-4 in Section 2. For each Task, provide a detailed breakdown of the work to be performed and materials to be incorporated in the work. For key mechanical, plumbing and control equipment, provide proposed manufacturer and model information. Pricing to include, but is not limited to, the following:
 - Any and all costs to furnish both the goods and the services for the Town and shall exclude any and all taxes.
 - Removal and disposal of existing boiler, AC systems, hot water heater and miscellaneous components.
 - Restoration and stabilization of all lands disturbed by the installation of the horizontal ground loop field.
 - d. Timeline for delivery of completed services.
 - e. Identify key members of the proposed project team, including any sub-contractors to be used (Each will be required to show proof of insurance naming the Town of Lansing as additionally insured upon notice of award).
 - f. Identify the programs and estimated value of energy incentive subsidies, rebates and tax credits for which the project can be eligible. Clarify the role and assistance the Bidder will provide to the Town in applying to such programs.
 - g. Non-Collusive Bidding Certificate.
2. **Schedule**
 - a. Request for Proposals advertised: May 23, 2025
 - b. Pre-Proposal Conference/Site visit: June 10, 2025 at 10:30am

- c. Deadline for Submission of Proposals: June 16, 2025
- d. Proposal awarded: June 18, 2025

3. Proposal Submission Requirements

- a. Proposals must be sealed when delivered; the envelope must be marked with the Project Name, Proposal Date and Time.
- b. Hard Copy Proposals must be submitted to:
Deborah Munson, Town Clerk
29 Auburn Rd, Lansing NY 14882

4. Additional Requirements

- a. Prevailing Wage – Minimum wage rates for this project are predetermined by the NYS Department of Labor under PRC Number 2025005875. A copy of such minimum wage rates is on file at the Town Clerk's Office at 29 Auburn Rd, Lansing NY 14882; copies of which are available to any interested party on request. This project is subject to compliance monitoring and enforcement by the Department of Labor. Each contractor and subcontractor must furnish certified payroll records to the Town Bookkeeper's office. The Town must give the Department of Labor notice of any public work contract subject to prevailing wages, and contractor's proof or registration with New York State Department of Labor Public Works Registry.
- b. Safety – The Contractor must comply with all applicable provisions of the Occupational Safety and Health Act, including any amendments thereto, and the rules, standards, orders, and regulations prescribed by the Occupational Safety and Health Standards Board. The contractor shall further comply with all other applicable safety laws, ordinances, and regulations.
- c. Insurance – The Contractor, prior to beginning work on the subject Contract, must provide to the Town a Certificate of Insurance stating that, in the event of an accident or occurrence which may give rise to a claim to lawsuit against the Town or its officers and employees, they have in full force and effect Bodily Injury Liability and Property Damage Liability Insurance.
- d. Workers' Compensation – In compliance with the statutes of the State of New York.
- e. Commercial General Liability – Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. The Certificate of Insurance indicates the aforementioned.
- f. Commercial Automobile Liability – Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles. Said Certificate of Insurance shall be in a form acceptable to the Town and shall provide that the Town, its officers, agents, and employees are additional insured under such a policy. The town shall require copies of a Certificate of Insurance form and Additional Insured Endorsement in a format acceptable to the Town. The policy may not be canceled or reduced in coverage until after 30 days' written notice. Wording to this effect shall be on the policy.
- g. Insurance requirements for all policies and coverages –
 - i. All insurance and policies shall name the Town as an additional insured; and
 - ii. 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; and

- iii. The insurance required herein shall be written for not less than minimum or greater if required by law except that, if any policy has a greater limit, then that limit shall apply as though required herein; and
- iv. All Contractor insurance shall be primary and all Town insurances shall be secondary and non-contributory; and
- v. All coverages shall include defense costs and shall apply to any liability arising from Contractor's, acts, errors, or omissions; and
- vi. Any deductibles or self-insured retentions shall be the sole responsibility of Contractor and all coverages shall apply for the benefit of the Town as if no deductible or self-insured retention applied; and
- vii. Contractor waives any and all rights of subrogation against Town, and all policies shall bear such endorsements; and
- viii. Contractor shall bear the risk of loss with respect to any owned, leased, rented, or borrowed vehicles, and all equipment, data, tools or other personal property.
- h. Site Inspections – Random job site inspections will be done regularly.
- i. Price – The sum stated in the proposal, for which the bidder offers to perform the work described in the proposal documents, is the base to which work may be added or deducted, at the discretion of the Town of Lansing in accordance with NYS law.
- j. Time for Completing Work - The contractor shall complete the service within the timeframe stated in the proposal and agreed upon by and with the Town of Lansing.
- k. System –
 - i. All equipment should be UL, ETL, NFPA, or third-party certified. All equipment used in the system must meet applicable product codes or standards and installed as per manufacturer's instructions and New York State Uniform Fire Protection and Building Code. Electrical work shall be inspected by one of the Town's 3rd-party electrical inspectors at the expense of the proposer.
 - ii. System should be designed to meet 120% of heating load
 - iii. Specified EER/COP efficiency requirements shall be met
 - iv. System equipment sized using Manual J and Manual S calculations
 - v. At least five-year equipment warranty and three-year labor warranty
 - vi. Heating and cooling set points at 68 degrees F
- l. Proposers should provide their qualifications, ability to provide warranty service, and details on labor and equipment warranties.
- m. Any needed upgrades to the building's electrical service shall be identified.
- n. The Town may select any proposal or proposals as the basis for negotiation of a contract, and to negotiate with proposers for amendments or other modifications to their proposals.
- o. The Town assumes no responsibility or liability of any kind for any expenses incurred in the preparation or submission of any proposal.
- p. The Town reserves the right to apply the case law under General Municipal Law §103 regarding contractor responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP request.
- q. The Town reserves the right to ask any proposer to clarify its Proposal or to submit additional information that the Town in its sole discretion deems desirable.
- r. All vendors and contractors must certify that all workers with access to town land and buildings have completed required sexual harassment training.

Section 4

SECTION 4 – SELECTION PROCESS

1. Proposal Materials

- a. All materials submitted in response to this RFP shall become the property of the Town of Lansing.

2. Late Submissions & Other Standards of Review

- a. Proposals received after the RFP deadline will not be considered. The Town reserves the right to reject any and all submissions in full or in part, to waive any informality, to issue subsequent requirements, instructions, or amendments, to issue new or replacement RFPs, and to cure any irregularities in this process, in each case without liability to any person or entity for costs incurred in respect of this RFP or any reply or submission to the same, or the benefits of anticipated or pending awards or contracts.

3. Rejection of Proposals

- a. The Town of Lansing reserves the right to reject any or all Proposals, and to cancel this RFP at any time.

4. Evaluation and Selection Process

- a. A committee of staff will evaluate and rank all Proposals based on the PROPOSAL amount, applicable NYSERDA grant requirements and NYS law, the contractor qualifications, the assigned project team, attendance at the Pre-Proposal Conference, and proposed project scope. The Town reserves the right to interview the highest ranked proposals, if deemed necessary.
- b. All proposals to remain subject to acceptance by the Town for a period of forty-five (45) days following the date of proposal submission.

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

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

Bidder

Address

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

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

The attached/foregoing is a true and correct copy of the resolution adopted by [*Name of Corporation/LLC*] at a meeting/by consent in lieu of a meeting of its Board of Directors/Members held on the [*date*] day of [*month*], 2025.

Secretary

(seal)

**RESOLUTION APPROVING AND AUTHORIZING BID DOCUMENTS FOR THE
TOWN OF LANSING'S BUILDING ENERGY IMPROVEMENTS**

RESOLUTION 25-

**RESOLUTION APPROVING AND AUTHORIZING BID DOCUMENTS FOR THE
TOWN OF LANSING'S BUILDING ENERGY IMPROVEMENTS**

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

WHEREAS, the Town Hall at 29 Auburn Road, Lansing, NY, has experienced difficulties with the HVAC system for many years, while the Town has spent thousands of dollars each year providing temporary fixes on an HVAC system that is twenty-five years old and nearing the end of its useful life; and

WHEREAS, on July 17, 2024, the Town Board agreed to move ahead with a total replacement of the HVAC system, based on the Tompkins County Business Energy Advisors report of February 2024; and

WHEREAS, on February 28, 2025, agreement number 242915 from New York State Energy Research and Development Authority ("NYSERDA") was fully executed, awarding the Town of Lansing an award amount of \$90,000, toward the replacement of the current system with a geothermal system; and upon a review and discussion of the matter, the Town Board of the Town of Lansing has hereby

RESOLVED, that the bid documents be and hereby are approved, and the Town Clerk is directed to advertise the bid and to send bid documents to any person requesting the same; and further

RESOLVED, that the form of the bid documents and awarding to the successful bidder be and hereby is approved, and the Town Supervisor be and hereby is authorized to execute each of the same by, for, on behalf of, and in the name of the Town of Lansing upon approval of the final form of such documents and contract by Town Counsel.

RESOLUTION DECLARING INTENT TO ESTABLISH LEAD AGENCY PURSUANT TO STATE ENVIRONMENTAL QUALITY REVIEW 6 NYCRR PART 617.6 FOR ADOPTION OF A LOCAL LAW OF THE TOWN OF LANSING TO AMEND THE CODE OF THE TOWN OF LANSING CHAPTER 225 ARTICLE II, STORMWATER MANAGEMENT & EROSION CONTROL

RESOLUTION 25-

RESOLUTION DECLARING INTENT TO ESTABLISH LEAD AGENCY PURSUANT TO STATE ENVIRONMENTAL QUALITY REVIEW 6 NYCRR PART 617.6 FOR ADOPTION OF A LOCAL LAW OF THE TOWN OF LANSING TO AMEND THE CODE OF THE TOWN OF LANSING CHAPTER 225 ARTICLE II, STORMWATER MANAGEMENT & EROSION CONTROL

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

WHEREAS 6 NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) requires that a Lead Agency be established for conducting environmental review of projects in accordance with local and state environmental law; and

WHEREAS State Law specifies that for actions governed by local environmental review, the Lead Agency shall be that local agency which has primary responsibility for approving and carrying out the action; and

WHEREAS adoption of A Local Law of The Town of Lansing to Amend the Code of the Town of Lansing Chapter 225 Article II, Stormwater Management & Erosion Control is an Unlisted Action under the State Environmental Quality Review Act, which requires environmental review; and

WHEREAS the Town Board is the local agency with primary responsibility for approving the action; and

RESOLVED, that pursuant to §617.6(b)(1) of the State Environmental Quality Review Act (SEQRA), the Town of Lansing declares itself Lead Agency.



PREPARED FOR:

Town of Lansing, New York

PREPARED BY:

Todd Metcalfe

Account Executive

tmetcalfe@generalcode.com

800.836.8834

DATE:

March 6, 2025

(Valid for 6 months)

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Executive Summary

Situation Analysis

Based on discussions with the Town of Lansing, it is our understanding that the Town would like to make it easier for business and property owners, planners, developers, and constituents to access and use the Town's Zoning Ordinance. *MapLink* makes it simple for users to find specific property information by presenting Zoning regulations from eCode360® in an interactive map* powered by *ZoningHub*. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?"

Our Solution

Our *MapLink* solution for Lansing includes:

- > **An Interactive Zoning Map**
Using the Town's existing GIS shapefiles, we will create an interactive Zoning Map that business and property owners can easily search to find essential Zoning information, such as dimensional requirements, allowable uses, and zoning districts.
- > **Clickable links to your full Zoning Ordinance as published in eCode360**
Wherever possible, we will embed links into your *MapLink* site that drive users from condensed descriptions to your full Code as published in eCode360. Additionally, based on the Town's preferences, we will prepare links within the Town's Code in eCode360 to your *MapLink* site, allowing eCode360 users to quickly navigate to your interactive Zoning Map.
- > **Seamless updates with your Code****
As supplements are completed and updates are made to the Town's Zoning and posted on eCode360, your Code data is seamlessly updated in your *MapLink* site, ensuring that users are always working with the most accurate requirements.

*It is important to note that *MapLink* is not a replacement for your Zoning Ordinance; instead it is an additional interactive tool that will save time and answer Zoning questions.

**The adoption of an entirely new Zoning Ordinance shall result in additional setup charges not included in standard supplementation pricing. Prior to adopting a new Zoning Ordinance, contact General Code® for a detailed estimate.

Solution Benefits

With *MapLink*, it is easier than ever for users to find the information they need to keep their projects moving forward. Users can click the map to quickly zoom into an individual parcel and examine Zoning requirements in greater detail, or search for properties in your municipality based on intended land use. By making it easier for users to find the information they need for their development projects, they are more likely to successfully navigate the development process and be more satisfied with their local government experience.

Who Benefits?

1. **Business Owners**—Current and prospective business owners will be able to find the zoning information they need to open and grow their businesses.
2. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date, and understandable format.
3. **Staff**—All staff members will be able to gather the information they need to answer questions from citizens, architects, real estate agents, business owners and other municipal officials.
4. **Planners/Developers**—Your *MapLink* site will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives.

Lansing's Investment

The price of *General Code*'s recommended solution will be \$9,740.

A detailed breakdown of the investment and available options can be found in the Investment Details and Special Considerations section on page 7.

Scope of Services

The services described below outline the scope of work that will be performed as part of this project, including roles and responsibilities for both the Town and *General Code*. Because your *MapLink* project is custom and collaborative in nature, there may be some variability in the execution of individual tasks. However, the results of each task will be as described.

Review Files

Before the project begins, the Town will supply the set of online files needed to build the interactive Zoning Map, as described in the table below. The files must be configured consistent with industry standards, such as:

1. A REST connection link for each map layer
2. A map service or feature service
3. Shapefiles or a geodatabase

Initial Build	Description
Required	Municipal boundary
Required	Parcel Map with the following associated data: Unique Parcel ID Number, Parcel Addresses, Parcel Acreage (optional), and Property Owner Name (optional).
Required	Base Zoning Districts (with Abbreviation)
Optional	Overlay districts, if any
Optional	Other relevant maps, if any (e.g., Tax Increment Districts, Business Improvement Districts, Economic Development Zones)

Please consult your GIS/ Engineering firm or Tech Department for the above files. If the Town needs support in creating or formatting files, *General Code* may be able to provide technical assistance. All files will be reviewed and approved by *General Code* before the project launch may be authorized. If upon review it is determined that the Town does not have the requisite mapping resources, the Town will be referred to our GIS services partners.* The Town is responsible for all costs associated with acquiring and maintaining the required GIS files; any fees billed by a third party for access to required GIS files are not included in the project price.

*PLEASE NOTE: Third-party GIS Providers will invoice the Town directly for any work that is required (in addition to *General Code*'s Initial Build and Maintenance charges). The Town may use their vendor of choice for this work but will be strongly encouraged to use a *General Code* endorsed partner.

Site Initiation

Upon launch authorization, *General Code* will initialize the Town's new *MapLink* site, using the custom web address selected for the Town. Once the site is initialized, *General Code* will begin the initial build process.

Initial Build

Task 1: Site Configuration

General Code will complete the initial build of the Town's new *MapLink* site as described in the table below. Both the included pages and the optional pages will be configured as part of the initial build.

ZoningHub Page	Initial Build	Description
Home	Included	Obtain and post a custom background image
Zoning Map	Included*	Link / upload map elements to create the interactive Zoning Map
General Definitions	Included	Add content derived from the Zoning. Images can be added to selected definitions at no additional cost
Land Uses	Included	Add content derived from the Zoning. Images can be added to selected land uses at no additional cost
Dimensional Standards	Included	Add content derived from the Zoning
Zoning Districts	Included	Add content derived from the Zoning
General Requirements	Optional	Add content derived from the Zoning and other sections of the municipal Code that relate to land use and development
Procedures	Optional	Add content derived from the zoning and through consultation with the Town
Signs	Optional	Add content derived from the Zoning
FAQ	Optional	Add content provided by the Town

*See the Review Files section above.

Task 2: Implementation Strategy

General Code will work with the Town to determine which optional pages will be implemented as part of the initial build. Based on your preferences, *General Code* will prepare recommendations for adding any remaining optional pages in the future.

Task 3: Code Integration

Using the Town's Zoning Ordinance that is in effect as of the project start date, *General Code* will extract the essential elements from your Zoning Ordinance and display them in context in the *MapLink* interactive Zoning Map.

During this process, the Town may be asked to provide input and clarification on any elements that require interpretation. Successful and timely completion of this task will be contingent on the Town providing the requested information in a timely manner.

Task 4: Signoff

Upon completion of the Code Integration, *General Code* will “Soft Launch” the site and submit instructions to the Town’s designated contact person to review and sign off on the initial build.

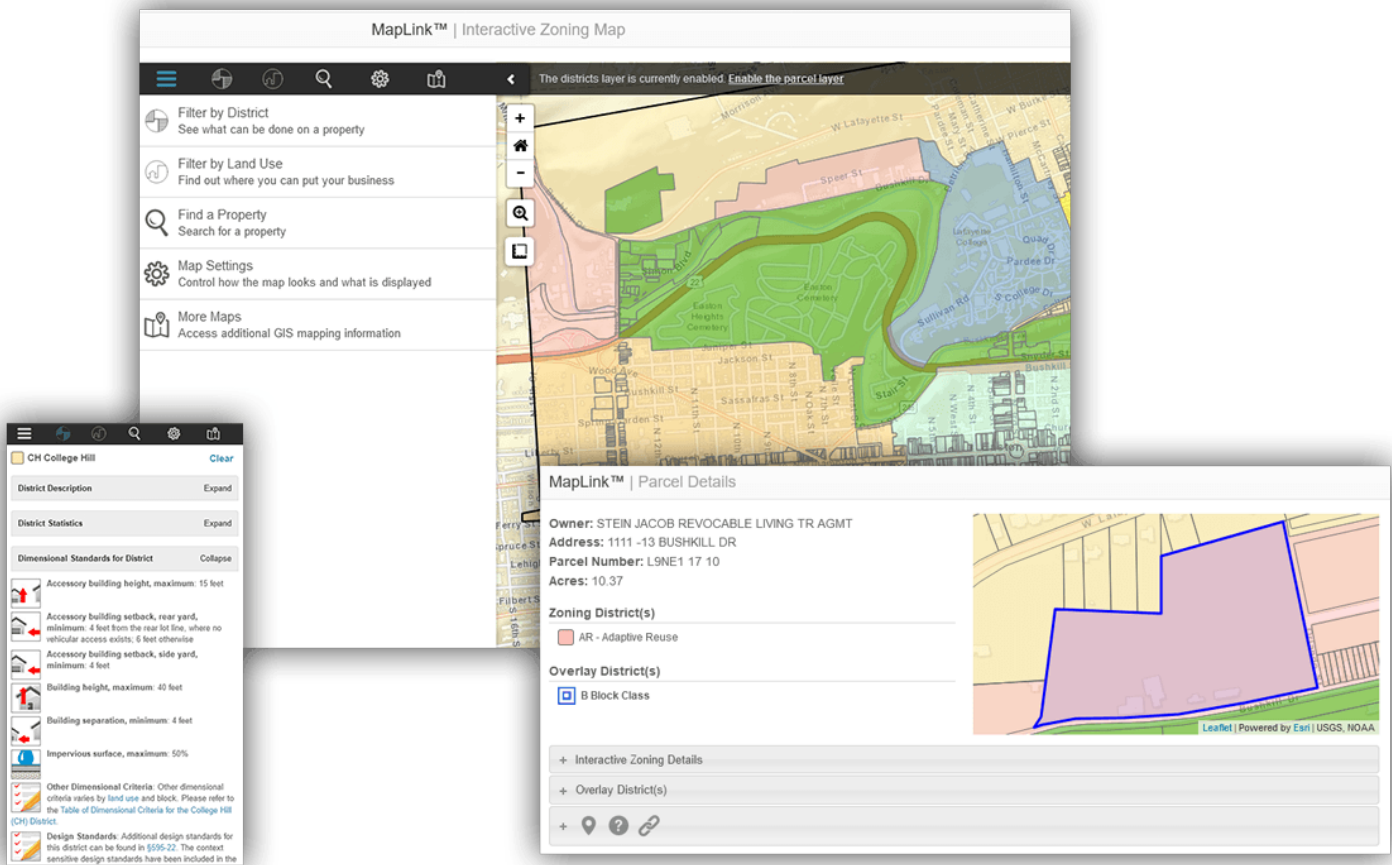
Task 5: Site Launch and Support

Along with the launch, *General Code* will provide basic training to Town staff on how to use the site. Additional training can be made available as needed.

Because *MapLink* is a standalone site, the Town will want to add a link on the municipal website to its *MapLink* site, so that your community can find and use your interactive Zoning Map.

Additionally, we will provide a press release template that the Town can customize and distribute to local media outlets to inform residents and business owners about *MapLink*.

Lastly, *General Code* will prepare links to the new *MapLink* site within the Town’s online Code in *eCode360*, as desired by the Town and described above.



Investment Details and Special Considerations

Project Build Price

\$6,995

MapLink includes the following:

- > MapLink Project Launch
 - Setup Fee **\$250**
- > Site Initiation
- > Custom Web Address
- > Interactive Zoning Map
- > Linking / Uploading Map Elements and Zoning (see detailed description on page 5, “Task 1: Site Configuration”)
- > Code Integration

MapLink Annual Hosting Services

\$2,495

Per-year price (3 year term)

The hosting fee is an annual recurring flat fee, commencing at the completion of the code integration. The fee covers annual licensing, web hosting, data storage, and updates to *code content and maps (as supplied)* as the Zoning Ordinance is supplemented.* This fee does not include the cost for codifying new legislation, the hosting fees for your *eCode360* site. The annual recurring fee shall be invoiced on the anniversary of the start of service and is subject to an increase at the beginning of a new term.

*Please note: The adoption of an entirely new Zoning Ordinance shall result in additional charges not included in standard supplementation pricing. Prior to adopting a new Zoning Ordinance, contact *General Code* for a detailed estimate.

Total Investment

\$9,740

Special Considerations to be Addressed.

- > The Town of Lansing is to provide the set of prerequisite files outlined in the Review Files section. (See Review Files on page 4 for more detail.)
- > In order to properly initiate and maintain the Town of Lansing's *MapLink* solution, the Town must have and maintain an *eCode360* subscription with *General Code*.
- > Pricing includes up to 3 hours for collection of maps and files. Any additional hours accrued shall be billable at \$125 per hour, to be invoiced at final payment.
- > Pricing includes 3 hours of meeting time with the Town and other follow-ups and reviews as needed, and additional feedback and collection of necessary information. Any additional hours accrued shall be billable at \$125 per hour, to be invoiced at final payment.
- > Any requests to add maps, features, functionality outside of the SOW beyond "normal and customary" as described on page 5, "Task 1: Site Configuration," shall be billable at \$125 per hour, to be invoiced at final payment. An estimate shall be provided prior to the start of such work upon request.

Payment and Performance Schedule

Milestone	Performance Target	Payment
Signing	Signing of Contract	50% of Initial Build + Setup Fee
Initial Site Build and Annual Fee	Code Content Integration within 90 days of Signing	40% of Initial Build + 100% of First Annual Fee
Go Live	30 days after Soft Launch	10% of Initial Build

Performance schedule reflects only business days excluding legal holidays.

Authorization and Agreement

Town of Lansing, *MapLink*, March 6, 2025

Site Build and Setup Price	\$7,245
<i>MapLink</i> Annual Maintenance	\$2,495
Total Investment	\$9,740

The Town of Lansing, New York, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at

[Terms-and-Conditions-MapLink.pdf \(generalcode.com\)](#).

Town of Lansing, Monroe County, New York

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the *MapLink* project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Lansing for its records.

Scan and email the completed form to contracts@generalcode.com. You may also fax the completed form to *General Code* at (585) 328-8189 or return it by mail to *General Code*, 781 Elmgrove Road, Rochester, NY 14624.

Communities with *MapLink*

The following sample of communities have *MapLink* projects in progress or already completed. Please feel free to explore these *MapLink* sites.

New York

[Town of Manlius, NY](#)

[Town of Milo, NY](#)

[Town of Parma, NY](#)

[Village of Port Chester, NY](#)

[Town of Chili, NY](#)

[Town of Jerusalem, NY](#)

[Town of Holland, NY](#)

[Village of Nyack, NY](#)

Projects in Process

Village of Cornwall-On-Hudson, NY

Village of Saranac Lake, NY

Town of Washington, NY

Township of Smithfield, PA

Township of Falls, PA

Township of New Garden, PA

City of Canyon, TX

City of Lavon, TX

City of Liberty Hill, TX

City of Collinsville, TX

City of Alamo Heights, TX

Town of Windham, ME

Town of Gorham, ME

Township of Lacey, NJ

Township of Logan, NJ

Santa Fe County, NM

City of Tahlequah, OK

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH GENERAL CODE TO PROVIDE INTERACTIVE MAPLINK SOFTWARE FOR UTILIZATION BY TOWN RESIDENTS AND PROPERTY OWNERS, AND FACILITATING INTERACTION WITH THE PLANNING & CODE ENFORCEMENT DEPARTMENT

RESOLUTION 25-

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH GENERAL CODE TO PROVIDE INTERACTIVE MAPLINK SOFTWARE FOR UTILIZATION BY TOWN RESIDENTS AND PROPERTY OWNERS, AND FACILITATING INTERACTION WITH THE PLANNING & CODE ENFORCEMENT DEPARTMENT

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

WHEREAS, the Town of Lansing Department of Planning and Code Enforcement performs various legally mandated permitting, licensing and code enforcement activities to regulate construction, maintenance and use of buildings, structures and land in the Town of Lansing; and

WHEREAS, it would also be a great benefit to residents and property owners in the Town to enable them to interact with the zoning map, code, and land use regulations online, for their convenience, and to modernize, streamline, and expedite project planning and necessary procedures to obtain permits and licenses; and

WHEREAS, the purchase of the aforesaid software solution and contract services will address two major priorities: (1) improve Town government efficiency and transparency by leveraging technology to facilitate citizen access to land use regulations and to reduce in-person transactions related to permitting activities, (2) digitize government client services in the Planning and Code Enforcement Department; and

WHEREAS, General Code has proposed a three-year Agreement at a total cost of \$2,495 per year (the amount to be paid in 2025 will be \$ 9,740 [which includes Project Build and Annual Hosting for the first year]); and

WHEREAS, this is a Type II Action under the State Environmental Quality Review Act Section 617.5(c)(26), which requires no environmental review; and now therefore be it

RESOLVED, that the Town Board hereby selects General Code as the provider for the Map Link interactive zoning map and eCode 360 integration, and associated professional services, approves the Authorization and Agreement, and authorizes the Town Supervisor to execute the Authorization and Agreement and related documents, subject to the approval of the Town Supervisor after consultation with the Attorney for the Town.

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 months of March and April 2025, to all Board Members and to the Town Clerk. The March Supervisor's Report was reviewed by Councilperson Joseph Wetmore and the April Supervisor's Report was reviewed by Councilperson Laurie Hemmings. The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Laurie Hemmings. The Supervisor's Reports be approved as submitted and the Bookkeeper or the Accountant is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 005

TOWN OF LANSING

Abstract # 005

Summary by Fund

05/19/2025
15:42:44

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	8,578.90	115,474.88	124,053.78
B	GENERAL FUND OUTSIDE VILLAGE	1,712.24	7,469.77	9,182.01
DA	HIGHWAY FUND TOWNWIDE	3,711.28	108,428.09	112,139.37
DB	HIGHWAY FUND OUTSIDE VILLAGE	154.17	91,717.23	91,871.40
HG	DPW FACILITY PROJECT	769.07	53,888.46	54,657.53
SL1-	LUDLOWVILLE LIGHTING DISTRICT	122.08		122.08
SL2-	WARREN ROAD LIGHTING DISTRICT	725.49		725.49
SL3-	LAKEWATCH LIGHTING DISTRICT	1,130.68		1,130.68
SS1-	WARREN RD SEWER	260.34	32,458.91	32,719.25
SS3-	CHERRY ROAD SEWER DISTRICT	30.60	7,863.43	7,894.03
SW	LANSING WATER DISTRICTS	2,717.16	263,250.46	265,967.62
TA	TRUST & AGENCY	5,987.96	102,750.93	108,738.89
Total:		25,899.97	783,302.16	809,202.13

Budget Modifications for MAY 21ST, 2025 Town Board Meeting

Warren Road Sewer District - SS1 Fund

May 21st, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SS1-599 (Appropriated Fund Balance)	SS1-1420.400 (Attorney - Contractual)	To cover un-budgeted expenses related to IMA with Village of Lansing/Cayuga Heights	\$ 3,345.00
SS1-8120.403 (Sewer- Contractual - Utilities)	SS1-9050.800 (Unemployment Insurance)	Cover additional unemployment expense	\$ 14.71

Cherry Road Sewer
District - SS3 Fund
May 21st, 2025

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SS3-599 (Appropriated Fund Balance)	SS3-1420.400 (Attorney - Contractual)	To cover un-budgeted expenses related to IMA with Village of Lansing/Cayuga Heights	\$ 2,052.50
SS3-599 (Appropriated Fund Balance)	SS3-1440.400 (Engineering - Contractual)	To cover un-budgeted expenses related to IMA with Village of Lansing/Cayuga Heights	\$ 1,004.18

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 May 21, 2025.

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

RESOLUTION 25-

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

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

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

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

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

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Motions and Resolutions were approved, carried, and duly adopted on May 21, 2025.

STIPULATION OF SETTLEMENT
In the Matter of Yellow Barn Solar, LLC
Matter No. 23-02986

THIS STIPULATION OF SETTLEMENT (Stipulation) is entered into as of the 21st day of May, 2025, by and between Yellow Barn Solar, LLC (“Yellow Barn” or “Permittee”) and the Town of Lansing (“Town”) in settlement of certain issues concerning the Application in this matter for which the Office issued a Draft Permit on December 16, 2024 (DMM Item No. 71).

1. In accordance with the terms and conditions set forth hereinbelow, the Permittee and the Town of Lansing (collectively, the “Parties”) have resolved, by stipulations executed this same day and filed in this proceeding, certain potential adjudicable issues related to the interpretation of the Town of Lansing’s local laws and their application to the Facility.
2. Based upon settlement discussions between the Permittee and the Town, the Permittee shall:
 - a. Provide a third party, agreeable to the Town, to perform pre- and post-construction roadway inspections, and commit to repair of roadways to pre-existing conditions to the extent they were damaged as a result of Permittee’s and its contractor’s and subcontractor’s activities;
 - b. Adhere to local procedures related to road closures, as contained in Attachment 1;
 - c. Coordinate with the Town on major road restoration activities;
 - d. Perform water well testing pursuant to the below for all landowners leasing land to Permittee, all landowners with land adjoining any parcel used in the Facility, and all landowners with land comprising or adjoining the Sovocool Wetland or Bear Swamp UNAs, as requested upon response to a mailing to be sent out by Permittee to such persons prior to construction;
 1. Permittee shall perform a pre- and post-construction test for the following,
 - a. Coliform/E. Coli,
 - b. Nitrates/Nitrites
 - c. Turbidity, and
 2. Permittee shall perform a pre-construction test for the following, provided, however, that if the manufacturer information, data sheets

or documentation for Project electrical components demonstrates that any of these contaminants are not present in such electrical components, then water tests shall not include that contaminant,

- a. PFAS,
 - b. Lead
 - c. Mercury
- 3. For each request, an individual report will be prepared for the landowner after pre-construction testing and post-construction testing, and
- 4. Reports will be provided directly to the landowners and to the Town.
- ii. Document drain tiles encountered during the construction process (including a GPS survey);
- iii. Any Decommissioning Estimate shall include:
 - 1. Updated timelines for use duration of decommissioning equipment (e.g., field office rental) and personnel based on RSMeans productivity estimates, as applicable;
 - 2. Delineated costs associated with salvaging material such as costs associated with disassembling, separating, sorting, and removing salvaged materials; and
 - 3. Prevailing wage labor rates, local recycling rates for salvage value, as applicable, FEMA equipment rental rates and RSMeans productivity estimates.
- iv. Provide that the decommissioning plan shall provide that revaluation of any decommissioning security shall be based on the same methodology used by Permittee to revise the Decommissioning Estimate described above.
- v. Provide that any decommissioning bond placed by Permittee shall include an “extend or pay” provision acceptable to the Town.
- vi. Permittee shall provide the Town with a CPM schedule corresponding with the decommissioning estimate approved by ORES as a compliance filing.
- vii. Permittee shall post decommissioning security based on the decommissioning estimate approved by ORES as a compliance filing, and in accordance with ORES requirements. Permittee shall also work with the Town to calculate the theoretical decommissioning security amount that would be required under local laws, based on the same estimate, and to

assist the Town in obtaining additional security at the Town’s discretion and cost.

- 2. With the exception of the foregoing, nothing in this Stipulation changes any other provisions of the Application or terms of the Draft Permit.
- 3. All other provisions of the Town’s Local Law remain unchanged and are not affected by this Stipulation.
- 4. This Stipulation is entered into as a result of site-specific, project-specific negotiations between the Permittee, the Town, and the Office, and is not intended to establish any guidelines or precedent for future proceedings under Public Service Law Article VIII. Any reviewing judicial court or administrative body shall interpret this Stipulation according to its plain language. This Stipulation shall not be construed for or against any party. Any reviewing judicial court or administrative body shall apply New York State law.
- 5. This Stipulation may not be amended without the written consent of all parties hereto.
- 6. A waiver by a party or breach of any provision of this Stipulation shall not operate or be construed as a waiver of any other provision of this Stipulation or of any subsequent breach of this Stipulation.
- 7. This Stipulation may be executed in counterparts.

Town of Lansing
By:
Date:

Yellow Barn Solar, LLC
By:
Date:

MOTION AUTHORIZING THE TOWN OF LANSING SUPERVISOR TO SIGN THE STIPULATION OF SETTLEMENT IN THE MATTER OF YELLOW BARN SOLAR, LLC, BY AND BETWEEN YELLOW BARN SOLAR, LLC AND THE TOWN OF LANSING

MOTION 25-

MOTION AUTHORIZING THE TOWN OF LANSING SUPERVISOR TO SIGN THE STIPULATION OF SETTLEMENT IN THE MATTER OF YELLOW BARN SOLAR, LLC, BY AND BETWEEN YELLOW BARN SOLAR, LLC AND THE TOWN OF LANSING

Councilperson _____ moved to authorize the Town of Lansing Supervisor to sign the Stipulation of Settlement in the matter of Yellow Barn Solar, LLC, by and between Yellow Barn Solar, LLC and the Town of Lansing in settlement of certain issues concerning the Application in this matter, Matter No. 23-02986, for which the Office issued a Draft Permit on December 16, 2024 (DMM Item No. 71).

Councilperson _____ seconded the motion.
All in Favor – _____ Opposed – _____

PRELIMINARY REPORT to Lansing Town Board
 From: Town of Lansing Code Revision Committee (CRC)
 Date: 12 May 2025
 Business: Amendments to Chapter 225 Stormwater Management
 Town Board Meeting Date: 21 May 2025

Summary

Recommended Code text amendments of the existing Chapter 225 Article II, Stormwater Management and Erosion Control. The Preliminary Draft will be based on the NY DEC model local law for Stormwater Management and Erosion & Sediment Control and will represent the best professional opinions of the members of the Code Revision Committee to set the threshold at which permanent post construction stormwater treatment practices will be required. The CRC will balance the need for environmental protection of surface waters with the increased cost of construction and ongoing maintenance and administrative costs.

Policy Issues

The Town of Lansing regulations require land development activities that meet any of Conditions A, B, or C below shall also include water quantity and water quality controls (post-construction stormwater management practices) as required by this article:

- (a) Condition A. Land development activities discharging a pollutant of concern to either an impaired water or to a total maximum daily load (TMDL) designated watershed for which pollutants in stormwater runoff have been identified as a source causing the condition of the impaired waters.
- (b) Condition B. Stormwater runoff, erosion, or sedimentation occurring from land development activities disturbing five or more acres.
- (c) Condition C. Land development activities disturbing between one and five acres of land, exclusive of the construction of single-family residences that result in the disturbance of less than two acres.

The NY DEC SPDES General Permit for Stormwater Discharges from Construction Activity is similar, differing primarily by exempting the construction of single-family residences and construction activities at agricultural properties that disturb between one and five acres.

The current regulations result in increased construction costs for small projects and a greater number of treatment practices which the Town is responsible for tracking and ensuring that maintenance is performed. The potential benefits captured from installing water quality and quantity controls on small projects are likely outweighed by the public and private costs incurred in design, construction & maintenance as well as the formation of drainage districts and the administrative burden of tracking & management.

Impact on Town Resources

Allocated 20 staff hours (Director of Planning and PCE staff) for all Stormwater Regulation Updates.

State Environmental Quality Review Act (SEQRA)

This action is anticipated to be an Unlisted Action under 6 NYCRR part 617.

Public Engagement/Public notice

The Town will follow the public notice and hearing requirements inherent in adopting local laws.

Attachments

- Resolution Declaring Intent to Establish Lead Agency Pursuant to State Environmental Quality Review 6 NYRR Part 617.6 For Adoption of A Local Law of The Town of Lansing to Amend The Code of The Town of Lansing Chapter 225 Article II, Stormwater Management & Erosion Control
- Motion Directing the Code Revision Committee to Prepare Preliminary Amendments to Chapter 225, Article II, Stormwater Management & Erosion Control.

#

Report prepared by: John Zepko, Director of Planning, 12 May 2025.

**MOTION AUTHORIZING AND DIRECTING THE CODE REVISION COMMITTEE
TO PREPARE PRELIMINARY DRAFT EDITS TO CHAPTER 225 STORMWATER
MANAGEMENT**

MOTION 25-

**MOTION AUTHORIZING AND DIRECTING THE CODE REVISION
COMMITTEE TO PREPARE PRELIMINARY DRAFT EDITS TO
CHAPTER 225 STORMWATER MANAGEMENT**

Councilperson _____ moved that the Code Revision Committee is authorized and directed to prepare Preliminary Draft Amendments to Chapter 225 Stormwater Management in accordance with the Code Revision Committee Preliminary Report dated May 12, 2025.

Councilperson _____ seconded the motion.
All in Favor – _____ Opposed – _____

ADDENDUM 1
to
AIA C132-2019 Agreement for Construction Manager Services
between
LeChase Construction Service, LLC, and the Town of Lansing

WHEREAS, LeChase Construction Service, LLC (as “Construction Manager”) and the Town of Lansing (as “Owner”) entered into a construction management agreement dated January 17, 2024, as referenced above, and said agreement provided a fixed price for construction management services based upon a calculated matrix involving the cost of the project and the length and review requirements of the design, bid, and construction phases of the Town Department of Public Works Building Campus (the “Project”), which agreement provided that upon any expansion of services or extensions of timelines the Owner could or would be responsible for increases in costs based upon such matrix; and

WHEREAS, the preconstruction phase was plotted at an estimate of 8 months, but actually lasted 14 months, the construction phase was plotted at 14 months but now is anticipated to run 17 months, and final project closeout timing was expected to be one month and is now two months, and much of this extra time (and additional reviews) was caused by increases in original project costs, cost overruns, value engineering reviews, some redesigned facilities and features to reduce costs, and other delays not caused by the Construction Manager, nor within the scope of the work of the Construction Manager;

SO NOW, THEREFORE, the Construction Manager and the Owner agree to amend the timing estimates and cost matrix for such contract as follows:

1. The project timeline as referenced and set forth in § 2.2.1 and Articles 6 and 11 of the agreement are amended and restated as follows:
- | | | |
|--------------------------------|-------------------------|-------------|
| Precon (12/2023 – 1/2025) | 14 months @ \$16,000/mo | = \$224,000 |
| Bidding (2/2025 – 3/2025) | 2 months @ \$16,000/mo | = \$32,000 |
| Construction (4/2025 – 8/2026) | 17 months @ \$33,500/mo | = \$569,500 |
| Closeout (9/2026 – 10/2026) | 2 months @ \$23,250/mo | = \$46,500 |
2. The sum cost for services as stated in Articles 6 and 11 of the agreement are amended and restated to be \$872,000.
3. Nothing in this Addendum #1 alters the existing agreement or the responsibilities of the Construction Manager and the Owner respecting supplemental or additional services, including but not limited to such terms and clauses as referenced in Articles 4 and 11 of the agreement, and the agreement as hereby amended is ratified and re-affirmed by the Construction Manager and the Owner, as evidenced by execution of this Addendum #1, below.

Town of Lansing

LeChase Construction Service, LLC

By: _____
Ruth Groff, Town Supervisor

By: _____
Its: _____

**RESOLUTION AUTHORIZING ADDENDUM #1 TO CONSTRUCTION
MANAGEMENT AGREEMENT WITH LeCHASE CONSTRUCTION SERVICE, LLC
TO EXTEND PROJECT TIMELINES AND ADJUST THE COSTS OF CONSTRUCTION
MANAGEMENT SERVICES**

RESOLUTION 25-

**RESOLUTION AUTHORIZING ADDENDUM #1 TO CONSTRUCTION
MANAGEMENT AGREEMENT WITH LeCHASE CONSTRUCTION SERVICE, LLC
TO EXTEND PROJECT TIMELINES AND ADJUST THE COSTS OF CONSTRUCTION
MANAGEMENT SERVICES**

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

WHEREAS, LeChase Construction Service, LLC (“LeChase”) and the Town entered into a construction management agreement dated January 17, 2024, and said agreement provided a fixed price for construction management services based upon a calculated matrix involving the cost of the project and the length and review requirements of the design, bid, and construction phases of the Town Department of Public Works Building Campus (the “Project”); and

WHEREAS, such agreement provided that upon any expansion of services or extensions of timelines the Town could or would be responsible for increases in costs based upon such matrix; and

WHEREAS, the preconstruction phase was plotted at an estimate of 8 months, but actually lasted 14 months, the construction phase was plotted at 14 months but now is anticipated to run 17 months, and final project closeout timing was expected to be one month and is now two months, thus resulting in an increase of construction management costs of \$228,000, part of which has already been incurred for preconstruction and bidding services; and

WHEREAS, much of this extra time and additional reviews were caused by increases in original project costs, cost overruns, value engineering reviews, some redesigned facilities and features to reduce costs, and other delays not caused by LeChase, nor within the scope of the work of LeChase; and

WHEREAS, the Town received a request for amendments to the agreement and additional compensation from LeChase under said agreement, and the same has been vetted and reviewed, and the Town has duly noted that it was partly and materially due to the work and advice of LeChase that this project came in at two million dollars below prior projections as supplied during the last bonding process; and

WHEREAS, upon consideration of the foregoing premises and the scope and progress of the Project to date, the Town Board of the Town of Lansing has hereby:

RESOLVED, that the requests for additional compensation and to extend the project timeline be and hereby are approved, and the Town Supervisor may sign both the LeChase letter agreement

dated March 21, 2025 to such effect, as well as the formal Addendum #1 to the Town-LeChase AIA C132-2019 Construction Management Services Agreement as presented to this meeting.

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 May 21, 2025.

April 11, 2025

Patrick Tyrrell
Parks and Recreation
29 Auburn Road
Lansing, NY 14882



RE: TOWN GREENWAY MASTER PLANNING

Dear Mr. Tyrrell:

The Town of Lansing has long demonstrated a commitment to enhancing its parks, trails, and recreational amenities, fostering a vibrant community that values outdoor accessibility and environmental stewardship. This dedication is evident in its flagship Myers Park, Ludlowville Park, and the adjacent Salt Point nature preserve, as well as in efforts to expand connectivity through projects like the Lansing Center Trail and the emerging Lansing Greenway Project. These initiatives showcase Lansing's long-term vision for a more walkable, accessible, and connected community.

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is excited for the opportunity to continue supporting this vision by bringing our expertise in trail planning, community engagement, and sustainable design to the Greenway Master Plan. We are no stranger to Lansing's vision or its recreational planning efforts. As the lead consultant for the 2022 Parks and Trails Master Plan, we worked closely with Town officials and residents to develop a strategic framework for expanding Lansing's trail network. Our deep understanding of the Town's priorities—combined with our extensive multi-use trail planning, design, and public engagement expertise—positions us uniquely to advance the next phase of Lansing's trail system.

Our expertise in trails and recreational planning is extensive—MJ has been involved in over 80 multi-use trail projects and nearly 100 other park and recreational projects. We understand how to balance practical designs, environmentally responsible initiatives, and aesthetics to create spaces that enhance quality of life while being maintainable and financially viable for the communities we serve.

Our team is uniquely positioned for this effort because of our comprehensive, full-service approach. We bring together planners, engineers, and landscape architects with diverse professional backgrounds and extensive experience in master planning, feasibility analysis, and site design. Being a multi-disciplinary firm enables us to evaluate both physical site constraints and long-term community support, ensuring that our plans are not just visionary but also practical. Our design staff collaborates directly with our planners to develop concepts and cost estimates that are financially and technically feasible, allowing for seamless implementation as funding and opportunities arise.

We are confident that our insights, technical skills, and local knowledge uniquely position us to assist the Town of Lansing with this Greenway Master Plan. If you have any questions regarding this submittal, please do not hesitate to contact me at 518.371.0799 or mpanichelli@mjteam.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Panichelli', with a stylized flourish at the end.

Michael Panichelli, PE, President



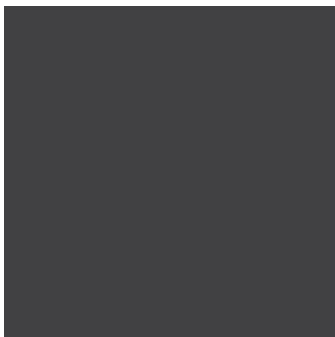
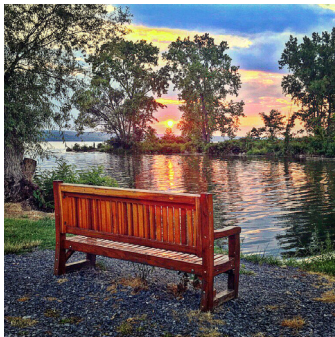
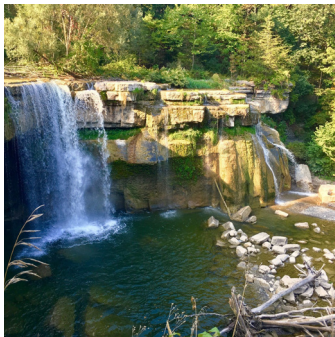
21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



Fishkill, NY
Levittown, NY
Picatinny, NJ
Melbourne, FL



Town of Lansing

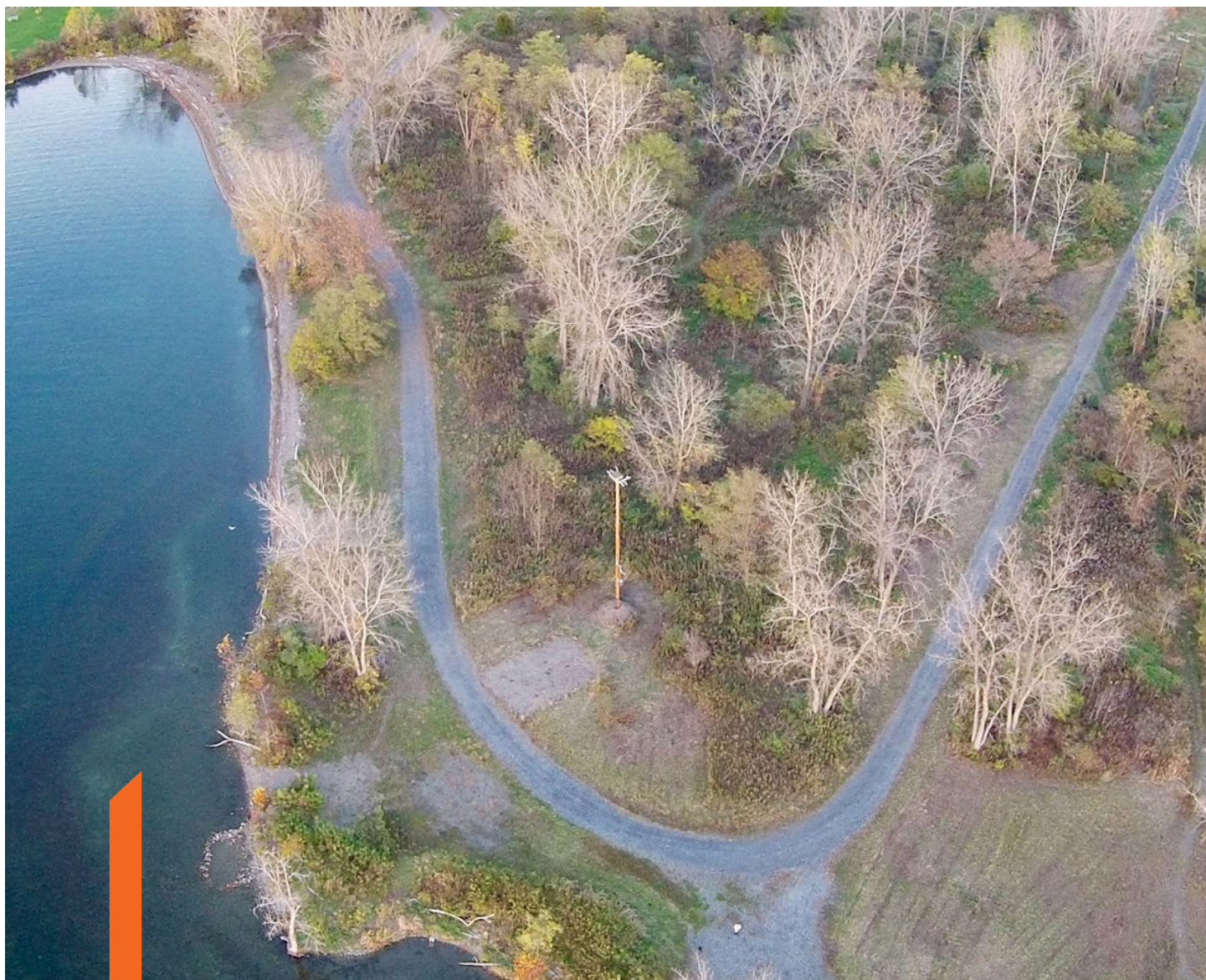
GREENWAY MASTER PLANNING

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I. LEAD CONSULTANT INFORMATION

“MJ has the ability to keep people on point and adapt to change. We feel they put much more effort into their proposals and deliverables than other firms. They are very well thought out and illustrated. We are very satisfied with everything MJ has done for us and look forward to continuing our partnership”



Town of Lansing

Parks, Recreation & Trails Master Plan

Patrick Tyrrell, Parks & Recreation Supervisor

FIRM INFORMATION

PRIME CONSULTANT:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.
21 Corporate Drive, Clifton Park, NY 12065
518.371.0799
mjteam.com

CONTACT:

Michael Panichelli, PE, President
518.371.0799
mpanichelli@mjteam.com

PARTNERS:

Michael Panichelli, PE, President
Christopher Dooley, PE
Joel Bianchi, PE
Brian Cooper, PE
Joseph Malinowski, PLS
Andrew Kohout, RA
Josiah Simpson, PLA

HELPING COMMUNITIES
and EACH OTHER THRIVE



ORGANIZATION CHART



PROJECT MANAGER - JOSIAH SIMPSON, PLA

- ✓ Served as Landscape Architect for the Town of Lansing's 2022 Parks, Recreation, and Trails Master Plan, providing a deep understanding of the Town's priorities, opportunities, and community values.
- ✓ Experienced in aligning community goals with realistic implementation strategies, including phased development and funding alignment.
- ✓ Deep knowledge of multi-use trail planning, zoning, and policy frameworks to support greenway development.

CONTACT INFO: P: 518.371.0799, E: jsimpson@mjteam.com

Planning/Public Engagement

Jaclyn Hakes, AICP
Jen Ceponis
Dan Madigan

Landscape Architecture

Carolyn Copenhaver
Doug Gerber, PLA

Site/Civil Engineering

Jenny Lippmann, PE
Traci Sousa, PE
Scott Price, PE

Transportation Engineering

Megan Bacon, PE
Lisa Wallin, PE
Brian Cooper, PE

GIS & Survey

Mike Pianka, GISP
Mike Koterba, PLS
Joseph Malinowski, PLS



JOSIAH SIMPSON, PLA

Project Manager

Josiah contributed to the Town of Lansing's 2022 Parks, Recreation, and Trails Master Plan, developing conceptual layouts that prioritized connectivity, environmental sensitivity, and long-term usability across diverse recreational settings.

Josiah is a landscape architect with a passion for enhancing and rehabilitating ecological systems and improving the human experience of those landscapes. His design approach involves a process of understanding the story of a place, unpacking a landscape's social, economic, and environmental layers from the past and present to identify opportunities for realizing a meaningful and creative project vision. He draws from a rich background involving public engagement workshops, community design charrettes, trail design, green infrastructure, restoration of stream banks and wetlands, and landscape construction management in both rural and urban settings over the last 15 years. Josiah has experience drafting plans ranging from conceptual design to construction documents, 3D modeling and graphic rendering, filing permits, and site assessment through advanced digital mapping and analysis tools and fieldwork. He provides expertise on design workshops and charrette management by organizing activities, facilitating discussions, leading small groups, and analyzing participant data.

Project Experience:

Parks, Recreation, and Trails Master Plan, Town of Lansing, NY. Landscape architect for the development of a community-supported plan that provides guidance for future development and redevelopment of the Town's parks, recreation programming, trails, and facilities. Josiah prepared master plan level designs for four parks and one preserve that balance safe water access, restoration areas, various types of recreation for different seasons, bathroom and parking infrastructure, and a large event space. The design process was guided by close coordination with the Town and outreach and research efforts that revealed expansion opportunities through a needs assessment of forecasted demographic change and public demand. The team was also responsible for conducting existing conditions analysis and assisting with the development of the plan. This included seeking opportunities to incorporate energy efficiency and other sustainability strategies into the Town's facilities.

Dutchess County Parks and Recreation Master Plan, Dutchess County, NY. Landscape architect for the development of this master planning effort. The team examined existing facilities and future opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail within the County. Josiah prepared master plan level design work for these recreation areas that proposed new water access points, improved pedestrian circulation and safety, and creative programming and recreational opportunities. These plans were essential for the master plan by recommending immediate and long-term goals with a specific emphasis on creating

EDUCATION

MLA, Landscape Architecture,
University of Massachusetts,
Amherst

MALD, Landscape Design,
Conway School of Landscape
Design

BA, Sociology, Lewis and Clark
College

PROFESSIONAL REGISTRATION

Professional Licensed Architect:
New York

CERTIFICATIONS

Certificate, Charrette Systems
Management, National
Charrette Institute

AWARDS

Olmsted Scholar (2019)

YEARS OF EXPERIENCE

Total: 15

With MJ: 3

JOSIAH SIMPSON, PLA

Project Manager

universal access at all facilities, buildings, playgrounds, and trails. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system including the Dutchess County Rail Trail and the Harlem Valley Rail Trail.

Lake Walton Preserve Parks and Recreation Master Plan, Dutchess County, NY. Landscape architect for the development of a master plan and strategic direction for the 231-acre Lake Walton Preserve. This effort was built off the original Dutchess County Parks and Recreation Master Plan to create a roadmap with an appropriate balance of facilities, amenities, and programs throughout the County now and into the future. Public engagement included several activities and outreach methods designed to inform the public and gather input to guide the effort. They included an online survey, virtual public outreach events streamed through Zoom and Facebook, and digital outreach. The team worked with Dutchess County DPW to develop the master planning document, facilitate core team meetings, and coordinate public engagement efforts. Josiah conducted a site assessment followed by a comprehensive master plan design that revealed a range of opportunities for enhanced bird observation, ecological education, water quality improvements, access points, and locations for overlooks and pavilions.

Lake Walton Preserve Improvements Dutchess County, NY. Following the master planning effort, Josiah served as the project's landscape architect for the implementation of 1.1 miles of nature trails designed to be an engineered surface that is ADA accessible, yet natural in appearance to fit seamlessly in the preserve setting. The park improvements were designed to be universally accessible. Josiah was responsible for designing universally accessible navigation signs, wayfinding signage, and educational programming features for the nature trail's access points, parking areas, interpretive materials, branding graphics, and safety upgrades. MJ also designed two pedestrian bridges and a boardwalk for pedestrian enhancements. The aesthetics of each project element was contemplated extensively so that all improvements fit into the natural environment appropriately. This is the largest improvement project in the County's park system in decades.

Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY. Project manager for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building is also being designed within Coeymans Landing Riverfront Park.

Wilcox Memorial Park Improvements, Dutchess County, NY. Landscape architect for upgrades to this 614-acre park that offers a beautiful landscape backdrop with numerous opportunities for both passive and active recreation. The park offers swimming, camping, disc golf, and much more. Wilcox Park is the largest park in the County's Park systems and serves as the hub for the northern part of the County. The park also offers over 11 miles of well-maintained hiking trails that wind through the woods. To improve features at the park, Josiah provided design for a new universally accessible woodland-themed splash pad with adjacent music/sensory playground. As part of the project, Josiah is also responsible for landscaping and the design of pathways to improve pedestrian circulation around the park.

Kaaterskill Rail Trail Phase 3, Hunter, NY. Project manager and lead designer for preparing concept to construction document rail trail plans. The Kaaterskill Rail Trail will link Hunter's villages, open spaces, and hiking trails along one contiguous railway. Phase 3 was a challenging section of the trail due to private property, steep grade, the need to cross highway 23A, and a Kaaterskill creek crossing. The work preparing a conceptual trail alignment helped secure public access easements and prepare a preliminary cost estimate. DOT permitting was required for work within the right-of-way and a DEC permit for the creek crossing. Final construction documents specify a paved concrete trail, way-finding signs, road safety signs, two cross walks, retaining walls, and native plant landscaping.



JACLYN HAKES, AICP

Public Engagement Specialist

Jackie served as Project Manager for the Town of Lansing's 2022 Parks, Recreation, and Trails Master Plan, leading a collaborative planning process that balanced community priorities with implementable strategies—laying the foundation for the Town's current trail and greenway initiatives.

Jackie is a certified community planner with expertise in land use, environmental, transportation, and recreation planning. She is skilled in conducting challenging community conversations and brings specific, relevant experience in public outreach and consensus building for similar transportation projects. Many of her projects have also involved outreach services focused on diverse socio-economic, multilingual and multicultural communities. As project manager, Jackie will initiate ongoing contact with the Town of Lansing to provide a single point of contact, ensuring accurate and timely communication and effective client/project team coordination.

Project Experience:

Lansing Parks, Recreation, and Trails Master Plan, Town of Lansing, NY. Project manager for development of a townwide parks, recreation, and trails master plan. The plan created a roadmap to ensure an appropriate balance of facilities, amenities, and programs. The interactive, master planning process included multiple opportunities to engage with the public. This included an online survey, public meetings, and a project website. Gathering existing conditions and a combination of all the feedback has culminated with the final master plan that could be used moving forward. Along with studying several parks and preserves, the team analyzed future improvement options for the Lansing Center Trail, which offers great birdwatching and dog walking. The team found that expanding on the already existing trails, adding interpretive signage and improving parking would enable patrons to enjoy the trails to their fullest extent. Illustrations and conceptual plans for suggested upgrades were presented in the master plan for all the park, recreation sites and trails within the Town.

Dutchess County Parks and Recreation Master Plan, Dutchess County, NY. Jackie led the development of this countywide master planning effort. The team examined existing facilities and opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail. The plan acts as a roadmap to ensure an appropriate balance of facilities and amenities in the County. The document included immediate and long-term plans with a specific emphasis on creating universal access at all facilities. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system. MJ was responsible for coordination with the County, existing conditions analysis, public engagement activities, stakeholder coordination and development of the plan. A key focus of the plan involved evaluating the William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail, which are key components of the Dutchess County park system. They connect cities, towns and villages, draw visitors far and wide and create

EDUCATION

- Masters in Regional Planning (MRP), University at Albany
- BA, Environmental Studies, Binghamton University
- BA, Geography, Binghamton University

PROFESSIONAL REGISTRATION

- American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- NY Upstate Chapter APA
- LWRP Certification

ORGANIZATIONS

- Saratoga PLAN, Emeritus Board
- University at Albany, Department of Geography & Planning, MRP Community Advisory Board
- Leadership Saratoga, Advisory Board
- Wilton Wildlife Preserve and Park, Board of Directors

YEARS OF EXPERIENCE

- Total: 24
- With MJ: 13

JACLYN HAKES, AICP

Public Engagement Specialist

numerous opportunities for local businesses along their paths. The team prioritized these key assets by recommending options to maintain, extend and develop new facilities to meet the demands of county residents and visitors. This included exploring opportunities for bathroom facilities along the trail, promoting tourism and trail maintenance. Illustrations and conceptual plans for suggested upgrades were presented in the master plan for all the park, recreation sites and trails within the Dutchess County park system.

Saranac River Trail Greenway Feasibility Study, Clinton County, NY. Project planner for development of conceptual designs and analysis and selection of a preferred alternative to extend a two-mile portion of the Saranac River Trail Greenway (SRTG) through the City of Plattsburgh and extending to the Town of Plattsburgh. MJ developed schematic designs for three alternatives which included trail alignment, landscape design and wayfinding. Jackie assisted with SEQR documentation, public outreach, and wayfinding. She worked with the County and DOS to facilitate a public meeting to present the alternatives and gather project feedback.

Dutchess County Transportation Council (DCTC) - Arlington Main Street Redesign Initiative Study, Town of Poughkeepsie, NY. Project manager for development of a feasibility study for potential improvements to this urban corridor to enhance walkability, calm traffic, and improve its appearance for the community's economic vitality. Jackie led the public outreach effort to assist in creation of a detailed, implementable conceptual design for Main Street. She utilized a variety of engagement methods to capture public input. Outreach included stakeholder group meetings, public workshops, informational pop-up stations, online survey, and postings on the Town and County websites. MJ created an overall theme and brand for the initiative, which was utilized throughout all the project materials and outreach events.

NYS Route 50 Corridor Feasibility Study, Town of Milton, NY. Project manager for this Route 50 corridor enhancement study. The project also had a traffic component for improvements at the Northline Road/Route 50 intersection. A complete streets audit was conducted as part of the existing conditions analysis to determine factors affecting accessibility, connectivity, safety, and place making elements. Public engagement was a crucial component for this project. MJ utilized a virtual public visioning workshop, an online community survey, project website, stakeholder interviews, additional workshops and social media outreach in order to ensure the community was involved in the process.

ADVANTAGE Adirondacks - Adirondack Park Economic Development Strategy, NYS. Senior planner for an economic development strategy to advance economic opportunities across the six million-acre Adirondack Park. This effort was undertaken by a collaboration with government agencies and non-profit organizations with a focus on the principles of innovation, place, scale and talent. The strategy identified a set of programs and incentives that viewed environmental and economic sustainability as mutually dependent and reinforcing. It utilized smart growth principles to develop an action plan for improving the conditions among all 103 communities in the Park.

CDTC - Route 9 Downtown Complete Streets Feasibility Study, Town of Malta, NY. Project manager for development of a complete streets feasibility study for CDTC and the Town of Malta. The study examined the implementation of complete streets concepts consistent with the Town's Form-Based Code along two miles of Route 9 in downtown Malta.

CDTC - Scotia Downtown Connections Feasibility Study, Village of Scotia, NY. Project planner for this study to improve the pedestrian, bicycle, and transit experience in the Village of Scotia's Central Business District along Mohawk Avenue. Jackie assisted the Village in developing a public engagement plan that gathers feedback from residents, business owners, and other local stakeholders on their vision for this corridor. The study provided the Village with a planning document that will guide transportation improvements and future development efforts on the corridor, with the goal of using the planning product to pursue funding opportunities to begin implementing suggested improvements.



JENNY LIPPMANN, PE

Senior Site/Civil Engineer

Jenny served as the project manager for the Myers Park Improvements design in the Town of Lansing and brings a deep understanding of the Town's vision, site conditions, and long-term goals for its parks and trail system.

Jenny has 22 years of experience working with municipal governments on transforming their parks, public spaces, and trails with the goal of strengthening environmental, social, and economic aspects of their communities. She specializes in waterfront development projects and understands how to skillfully navigate the complex regulations and permitting process required to properly control cost and schedule.

Project Experience:

Myers Park Improvements, Town of Lansing, NY. Project manager for enhancements to Myers Park, which included modifications to pedestrian and vehicular circulation to limit the abundance of existing pavement and redundant vehicle access, and by placing an emphasis on people over vehicles. The project provided an opportunity to re-think and re-orient the physical programming, thereby activating the space and providing improved accessibility to enable users of all abilities to enjoy the park. MJ's scope of work included new RV camp sites, RV bathroom building with showers and wastewater treatment system, park bathrooms and on-site wastewater treatment system, kayak launch and storage building, camp sites, and improved circulation, access, and parking configuration.

Dutchess County Parks and Recreation Master Plan, Dutchess County, NY. Senior site/civil engineer for the development of this master planning effort. The team examined existing facilities and future opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail within the County. Josiah prepared master plan level design work for these recreation areas that proposed new water access points, improved pedestrian circulation and safety, and creative programming and recreational opportunities. These plans were essential for the master plan by recommending immediate and long-term goals with a specific emphasis on creating universal access at all facilities, buildings, playgrounds, and trails. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system including the Dutchess County Rail Trail and the Harlem Valley Rail Trail.

Lake Walton Preserve Parks and Recreation Master Plan, Dutchess County, NY. Project manager for the development of a master plan and strategic direction for the 231-acre Lake Walton Preserve. This effort was built off the original Dutchess County Parks and Recreation Master Plan to create a roadmap with an appropriate balance of facilities, amenities, and programs throughout the County now and into

EDUCATION

BS, Civil Engineering, Union College, Schenectady, NY

BA, Union College, Schenectady, NY

PROFESSIONAL REGISTRATION

Professional Licensed Architect: New York

ORGANIZATIONS

American Society of Civil Engineers (ASCE)

YEARS OF EXPERIENCE

Total :22

With MJ: 11

JENNY LIPPMANN, PE

Senior Site/Civil Engineer

the future. Public engagement included several activities and outreach methods designed to inform the public and gather input to guide the effort. They included an online survey, virtual public outreach events streamed through Zoom and Facebook, and digital outreach. The team worked with Dutchess County DPW to develop the master planning document, facilitate core team meetings, and coordinate public engagement efforts. Josiah conducted a site assessment followed by a comprehensive master plan design that revealed a range of opportunities for enhanced bird observation, ecological education, water quality improvements, access points, and locations for overlooks and pavilions.

Lake Walton Preserve Improvements Dutchess County, NY. Following the master planning effort, Jenny served as project manager for the implementation of 1.1 miles of nature trails designed to be an engineered surface that is ADA accessible, yet natural in appearance to fit seamlessly in the preserve setting. The park improvements were designed to be universally accessible. Josiah was responsible for designing universally accessible navigation signs, wayfinding signage, and educational programming features for the nature trail's access points, parking areas, interpretive materials, branding graphics, and safety upgrades. MJ also designed two pedestrian bridges and a boardwalk for pedestrian enhancements. The aesthetics of each project element was contemplated extensively so that all improvements fit into the natural environment appropriately. This is the largest improvement project in the County's park system in decades.

Hudson River Waterfront Park Local Waterfront Revitalization Plan (LWRP) Implementation, City of Cohoes, NY. Working with DOS through LWRP grant funding, Jenny was the project manager overseeing all survey, site development, environmental engineering and landscape architecture services for waterfront development which includes a public boat dock, kayak launch, greenspace, shoreline stabilization, parking and a pathway connection to the Black Bridget Trail. This project furthered initiatives included in the City's Urban Waterfront Rediscovery Plan. The waterfront serves as one of the City's great aesthetic and natural assets and acts as an integral link within a considerable regional trail and water network. The floating dock has a galvanized steel frame and wood deck. It includes ADA compliant features, kayak launch, and space for eight mid-sized boats.

Mohawk Harbor Dockage Design and Multi-Use Path, City of Schenectady, NY. Project manager for survey, geotechnical investigations, environmental permitting and design for a new large-vessel dock and gateway plaza for the City of Schenectady, funded by the New York State Department of State (NYSDOS) Local Waterfront Revitalization Program (LWRP). The project includes the installation of approximately 400 linear feet of floating dock with water, sewer, and electrical service connections. The gateway landing design is intended to provide a welcoming first-impression for visitors to the City of Schenectady and Mohawk Harbor, and includes hardscape, site lighting, wayfinding, and landscape design. The project includes coordination with multiple stakeholders, as well as grant administration assistance.

Wilcox Memorial Park Improvements, Dutchess County, NY. Project manager for upgrades to this 614-acre park that offers a beautiful landscape backdrop with numerous opportunities for both passive and active recreation. Wilcox Park is the largest park in the County's Park systems and serves as the hub for the northern part of the County. The park also offers over 11 miles of well-maintained hiking trails that wind through the woods. To improve features at the park, Jenny is leading the design of a universally accessible woodland-themed splash pad with an adjacent music/sensory playground.

Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY. Senior site/civil engineer for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building is also being designed within Coeymans Landing Riverfront Park.



MEGAN BACON, PE

Transportation Engineer

Megan is an experienced transportation engineer specializing in the planning and design of multi-modal transportation projects that enhance connectivity, accessibility, and sustainability. Megan's expertise includes ADA-compliant design, stormwater management, site grading, and pedestrian safety improvements, ensuring that each project meets the highest standards of functionality and inclusivity.

Megan has experience working with municipal governments and local agencies on transforming their parks, trails, and open spaces with the goal of strengthening environmental, social, and economic aspects of their communities. Most of her work at MJ has focused on multi-modal transportation and community revitalization projects. Megan's typical responsibilities include pavement design, geometric alignment, stormwater/drainage design, ADA compliance, environmental services, pedestrian amenities, landscape design, and cost estimating.

Project Experience:

Living with the Bay, Mill River Greenway, Nassau County, NY. Transportation engineer for the design of a greenway to reconnect the surrounding communities with the Mill River System. The project created greenways connecting communities with sections along the Mill River, starting near Hempstead High School, through Hempstead Lake State Park, south to Smith Pond and Lister Park, and continue south terminating at Bay Park. The goal was to improve public accessibility to Mill River, as well as increasing safety, ecological value, and recreational opportunities for communities around the river. The greenway design includes a multi-use path, wayfinding and educational signage, benches, lighting, pollinator gardens, ADA compliance, and other amenities along the path. Pedestrian safety and accessibility was at the forefront of MJ's design and included traffic calming measures, improved pedestrian crossings, as well as ADA upgrades throughout the project corridor. Megan's responsibilities included ADA-compliant trail and sidewalk design, signing and striping, and landscape design.

Erie Canal Towpath Trail, Town of Halfmoon, NY. Transportation engineer for the design of an off-road trail segment that completed the Town of Halfmoon's final gap in the regional Mohawk Towpath Scenic Byway. The project included construction of an 8-foot-wide, 4,100 LF multi-use path. It included a 200-foot boardwalk, road markings, traffic and wayfinding signage, crosswalks and stone bollards. Megan's responsibilities included ADA-compliant trail design, environmental permitting, site grading, and erosion and sediment control design.

Champlain Canalway Trail, Fort Ann to Kingsbury, NY. Transportation engineer for the design of a 6.3-mile multi-use canalway trail adjacent to the Champlain Canal, linking the Towns of Fort Ann and Kingsbury. The project also included site improvements to Lock C-9. The project was initiated to focus on transforming the canal system into a recreationway that will bring the waterfront heritage into the

EDUCATION

BS, Civil Engineering, Rensselaer Polytechnic Institute

PROFESSIONAL REGISTRATION

Licensed Professional Engineer:
New York

YEARS OF EXPERIENCE

Total: 8

With MJ: 8

MEGAN BACON, PE

Transportation Engineer

21st century, conserve natural resources of the canal and magnify the presence of the canal system through appropriate development. The trail was designed to be 10 feet wide in most areas, constructed with asphalt and five-foot-wide side buffers. MJ was responsible for the multi-use trail analysis and plan generation including the design of 18 culverts which will be needed to carry the trail over small drainage tributaries. This project was located within a flood plain. Megan's responsibilities included ADA-compliant trail design, erosion and sediment control design, site grading, signing and striping, and landscape design.

Erie Canalway Trail Project: Frankfort to Ilion, Herkimer, NY. Transportation engineer for this canalway trail design for the Empire State Trail, from the marina in Ilion, New York, west to Acme Road. The project included design of a new 1.5-mile multi-use trail along the Erie Canal. MJ evaluated existing topography and drainage throughout the corridor to optimize the proposed trail alignment and profile. The project included investigation of existing wetland impact areas to minimize disturbance. The design included a pedestrian bridge over the Steele Creek, retaining wall design, design of trail heads and roadway connections, drainage design, and utility coordination. Megan's responsibilities included ADA-compliant trail design, site grading, signing and striping, and erosion and sediment control design.

Erie Canalway Trail Project: Fort Herkimer Church Road to Lock E-18, Herkimer, NY. Transportation engineer for the design of a new two-mile segment of the Empire State Trail along the Erie Canal to extend the existing trail from Fort Herkimer Church to the Erie Canal Lock 18. The project also included the design of a new pedestrian bridge over Spohn Creek, replacement of existing culverts, installation of new culverts, bank protection to prevent canal erosion and repaving of an asphalt overlay applied to the existing lock access road to be marked as a shared-use bike path. Megan's responsibilities included ADA-compliant trail design, site grading, signing and striping, and erosion and sediment control design.

Washington Avenue and State Street Empire State Trail, City of Schenectady, NY. Transportation engineer for the design to widen the Empire Trail path at the corner of Washington Avenue and State Street. This located had a utility pole that forced the 12-foot-wide path to neck down to five-feet, causing safety issues for bikers and pedestrians. The project included removal of the existing sidewalk at the corner, extending the curb into the road to widen the sidewalk, relocating/modifying the existing catch basin structure on State Street, a new sidewalk, new ADA sidewalk ramps with tactile warning, investigate the relocation of the existing Welcome to Schenectady signs and re-striping the crosswalk. Megan's responsibilities included ADA-compliant trail and sidewalk design, environmental permitting, site grading, signing and striping, drainage design, and erosion and sediment control design.

Franklin Street Complete Streets, City of Kingston, NY. Transportation engineer for the design effort to create a safe, accessible pedestrian route between two major thoroughfares in the City. The project provides a more inviting connection to several points of interest in the community. The design included new sidewalks, landscaping, bicycle infrastructure, signage, ADA upgrades and high visibility crosswalks along the entire length of Franklin Street. Bluestone was used on two blocks within the City's Fair Street Historic District. Before final design was selected, MJ developed three concept alternatives with renderings and associated cost estimates. The designs were presented to the City, project committee, and the public for the final design selection. Megan's responsibilities included drainage design, erosion and sediment control design, and community outreach. Community engagement was a crucial piece to this project during preliminary and final design. MJ utilized a variety of engagement methods to capture public input during the project, including pop-up stations, interactive public meetings, and translations services.

II. STATEMENT OF QUALIFICATIONS

“I want to say a sincere thank you for your work on the initial phase of this project and the master planning effort. You were a pleasure to work with and we are happy with the end product!”



FIRM OVERVIEW

MJ is passionate about planning and designing trails and greenways that enhance the communities we live in. We are a multi-disciplined planning, engineering and land surveying consulting firm with 45 years of experience. MJ employs 175 people and is a full-service firm specializing in trail design and recreational facilities, with emphasis on accessibility and community engagement. We view our designs as a way to enhance the rich culture and history of a neighborhood. Designing landscape elements is more than a visual choice, every material presents an opportunity to integrate local essence and history.

MJ has been designing trails for decades. As a full-service firm, we have the expertise to assist clients in evaluating reality-based design options that meet community needs, while satisfying local, state, and federal design requirements. Our team understands that communities are most successful when there is balance between residential and economic growth and quality of life elements such as trails to support healthy and active lifestyles and provide vital community connections.

Every trail we design is unique and considers the surrounding environment and end users. It must include opportunities for accessibility and connectivity in practical ways by providing realistic solutions that a community wants, needs, can afford, and can maintain. We develop designs that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, and accessible and functional accommodation.

Along with trail planning and design, MJ is incredibly well versed in the community engagement process. Over the years, we have created several unique outreach opportunities to ensure all community members can be reached and included. Our goal is to make sure everyone's voice is heard and public feedback is incorporated into the planning process. In addition to developing project-specific public engagement strategies, our staff has extensive experience facilitating and leading community engagement processes that often include public workshops, design charrettes and focus group meetings. MJ's key personnel are experienced in conveying complex issues and highly technical data to the public in an easily understandable manner. These services ensure that decisions are made in consideration of and to benefit public needs and preferences.

MJ'S RECENT TRAIL EXPERIENCE INCLUDES:

- Park, Recreation & Trail Master Plan, Lansing
- Park, Recreation & Trail Master Plan, Dutchess County
- Lake Walton Preserve Trail, Dutchess County
- LaChute River Trail Feasibility Study, Essex County
- LaChute River Trail Design, Essex County
- Saranac River Trail Feasibility Study, Clinton County
- Mill River Greenway Trail, Nassau County
- Troy-Menands Multi-Use Trail, Troy and Menands
- Lake Champlain Canal Trail, Fort Ann to Kingsbury
- Erie Canalway Trail, Frankfort to Ilion
- Erie Canalway Trail, Fort Herkimer to Lock E-18
- Erie Canal Towpath Trail Link, Halfmoon
- Flower Hill Multi-Use Path, Town of Niskayuna
- Soccer Field Multi-Use Path, Town of Niskayuna
- Multi-Use Rail Trail, Lake Placid to Tupper Lake
- Crescent Road Multi-Use Trail, Halfmoon/Clifton Park
- Moe Road Multi-Use Trail, Clifton Park
- Zim Smith Connection Trail, Saratoga County
- Washington Avenue Empire State Trail, Schenectady
- Helderberg-Hudson Rail Trail, Albany County
- Poughkeepsie Urban Trail, Dutchess County
- Susquehanna River Trail, Broome County
- Glenridge Road Multi-Use Trail, Glenville
- Harlem Valley Rail Trail, Columbia County
- Round Lake Preserve Boardwalk Trail, Malta
- Riverfront Park Revitalization and Connections, Troy
- Erie Canal National Heritage Trail, Cohoes
- Multi-Use Rail Trail, Poughkeepsie to Fishkill





PARKS, RECREATION, & TRAILS MASTER PLAN

LANSING, NEW YORK

MJ served as prime consultant for the development of a Parks Recreation, and Trails Master Plan for the Town of Lansing. The plan creates a roadmap to ensure an appropriate balance of facilities, amenities, and programs throughout the Town. The plan is also being used as a resource for development of the Town’s parks, trails, and recreation system over the next five to twenty years.

The core approach to this project involved three main concepts: Re-Think; Re-Connect; Re-Focus. The MJ team helped the Town to rethink the physical space that exists and discover new programming opportunities. The Town also wants to reconnect physically within the parks, visually to the waterfront, and programmatically to the community. The goal was to assist the Town by providing increased opportunities for recreation and use of space while encouraging residents to be more active in taking advantage of those opportunities.

An extensive community engagement plan was integral to the success of this project, allowing our team to inform the public of the project details and gather input to guide the overall effort. Methods have included a design charrette exercise, an online survey, a dedicated project website, and a virtual public outreach event streamed online through Zoom.

CLIENT REFERENCE:
Patrick Tyrell
Parks & Recreation Supervisor
607.533.7388

- KEY PROJECT ELEMENTS:**
- Master Planning
 - Public Engagement
 - Mobile Mapping
 - GIS
 - Development of Interactive Webmap
 - Recreation Planning
 - Trail Planning
 - Recreation Programming
 - Park Design
 - Existing Conditions
 - Analysis ADA Report



Click the link to view the Master Plan:

[Dutchess County Parks and Recreation Master Plan](#)

COUNTYWIDE PARKS, RECREATION & TRAILS MASTER PLAN

DUTCHESS COUNTY, NY

MJ developed a countywide Parks and Recreation Master Plan, which acts as a roadmap to ensure an appropriate balance of facilities and amenities in the County. Prior to initiating the planning process, MJ performed mobile mapping to collect topographic survey data for six active parks and two trails in the County. Once data was collected, MJ's technicians developed a 3D web-based viewer for direct interaction with the scan data and photos from each scan.

The master plan included immediate and long-term plans with a specific emphasis on creating universal access at all facilities and trails. MJ evaluated six existing parks, two rail trails, and other open space sites and amenities to develop innovative strategies and recommendations to achieve the County's vision. The plan is intended to be used as a resource for future development and redevelopment of the County's parks, open space, and recreation system.

Public engagement was a critical component to the master planning process. Our robust engagement plan included three open houses at Bowdoin Park, Town of Milan Town Hall, and Quiet Cove Park, pop-up tables at the Harlem Valley Rail Trail, a Hudson Valley Renegades baseball game, and the Millerton Farmer's Market, stakeholder outreach, walk and talk at the Lake Walton Preserve, a community survey, various social media outreach, and several online information sessions through Facebook Live and Zoom.

Following the extensive planning effort, MJ led the design for upgrades at three facilities within the Dutchess County park system:

- Lake Walton Preserve Improvements
- Bowdoin Park Improvements
- Wilcox Memorial Park Improvements

CLIENT REFERENCE:

David Whalen
Dutchess County DPW
845.486.2059

KEY PROJECT ELEMENTS:

- Master Planning
- Recreation Planning
- Funding Opportunities
- Public Engagement
- Park & Trail Design
- Survey & Mapping
- GIS
- Development of Interactive Webmap
- Universally Accessible
- Parking Upgrades
- Circulation Upgrades
- Boardwalk & Pier Design
- Pedestrian Bridge Design
- Stormwater/Drainage
- Signage/Wayfinding



LIVING WITH THE BAY - MILL RIVER GREENWAY

NASSAU COUNTY, NY

MJ led the Living with the Bay initiative to develop a multi-use, urban greenway to reconnect the surrounding communities in the Mill River watershed located in Nassau County. The goal was to improve public accessibility, which in turn would increase safety, ecological value, and recreational opportunities for the local communities.

The overall area along Mill River is ideal for biking, walking, and boating, but the existing pathways were discontinuous. The riverbanks had degraded as a result of lack of visibility and connectivity. Other existing issues in the Mill River area included dangerous road crossings for pedestrians/bicycles, lack of public access and continuous paths, reduction in the use of public parks and playgrounds, poor public access to waterways, and loss of natural resources.

MJ revitalized this recreational area through the design of a multi-use path to reconnect communities within the Mill River system. The project started near Hempstead High School and went through Hempstead Lake State Park, Smith Pond, Lister Park, and Bay Park. MJ's design included a multi-use path, wayfinding, educational signage, benches, landscaping, lighting, and other amenities. Pedestrian safety and accessibility were at the forefront of MJ's design and included traffic calming, improved pedestrian crossings, and ADA upgrades. Sustainability was woven in design and included innovative stormwater practices including bioretention areas and pollinator gardens.

The project was funded through GOSR. Bidding the greenway as one large contract wouldn't meet the funding schedule. Instead, MJ split the contract into six smaller pieces so it could be completed sooner. Coordinating six separate projects and contractors was certainly more complex, but allowed the greenway to be constructed on time and meet its schedule obligations for funding.

CLIENT REFERENCE:

Laura Munaf
Governor's Office of Storm Recovery
518.486.5022

KEY PROJECT ELEMENTS:

- Multi-use Greenway Design
- ADA Compliant Walkways
- Wayfinding Signage
- Historical/Educational Signage
- Landscape Architecture
- Pedestrian Crossings
- Bioretention Areas
- Pollinator Gardens
- Picnic Areas
- Park Entrances & Gateways
- Traffic Calming Design
- Greenstreet Design
- Solar Street Lighting
- Mobile Mapping
- Permitting
- Cost Estimates

MJ ADVANTAGE

CUTTING-EDGE TRAIL MAPPING & DESIGN WITH MJ4D

Innovative Trail Mapping

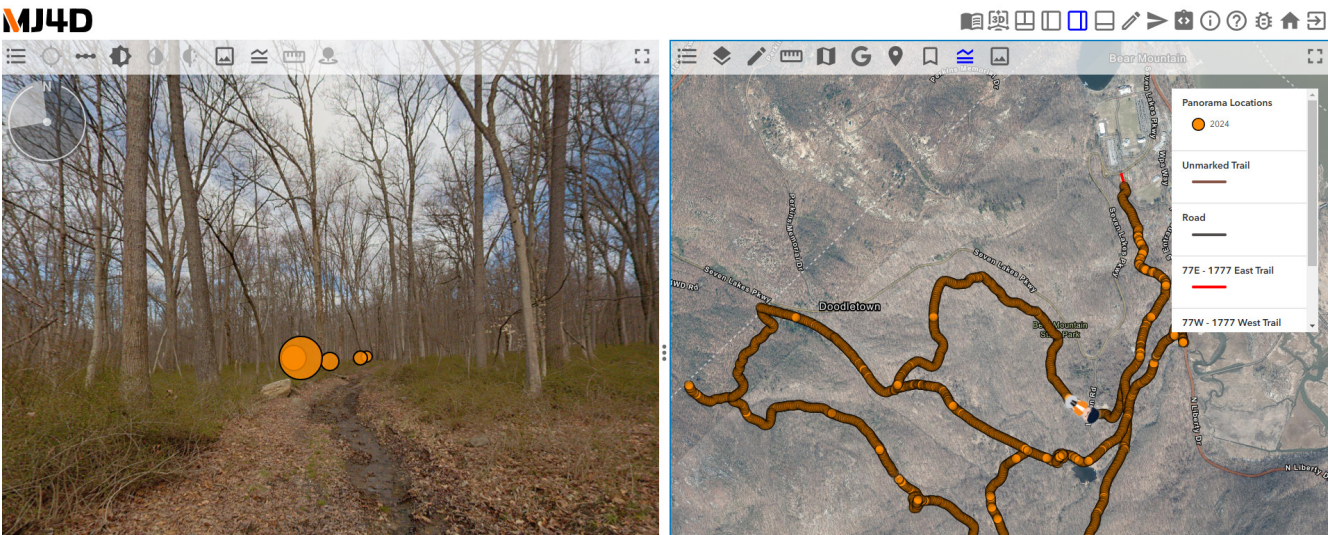
MJ employs state-of-the-art mobile mapping technology to capture high-precision data across all types of terrain, including dense forested areas, remote backcountry, and rugged landscapes. Our team utilizes a multi-modal approach, collecting geospatial data via vehicle-mounted, foot-based, and ATV-equipped LiDAR and GPS units. This adaptability ensures that every segment of the trail is accurately surveyed, even in areas inaccessible by traditional means. For the Greenway Master Plan, this approach is critical in assessing topography, existing conditions, and potential design challenges.

From Field Data to Interactive Design

Once collected, trail data is integrated into MJ4D, MJ’s proprietary digital twin software. This cutting-edge platform transforms raw geospatial data into a fully interactive 3D environment, enabling engineers, planners, and stakeholders to visualize existing conditions and explore design alternatives in real time. Unlike traditional 2D mapping, MJ4D offers dynamic tools for terrain analysis, grading feasibility, and impact assessments, ultimately improving design efficiency and reducing costly field modifications.

Proven Success: Bear Mountain Trails

A prime example of MJ4D’s effectiveness is our ongoing work on the Bear Mountain Trails. By leveraging MJ4D, we have streamlined the trail planning process, allowing stakeholders to explore different alignments, assess drainage concerns, and optimize safety improvements before breaking ground. This same technology will be deployed for the Greenway Master Plan, ensuring data-driven decision-making, enhanced collaboration, and a seamless transition from concept to construction.



III. STATEMENT OF AVAILABILITY

“The Town is very pleased with MJ’s performance on our multi-use trail projects. The staff at MJ pays special attention to meeting the project schedule. They have the ability to quickly adapt to changes in schedule and scope. First rate service. High marks across the board.”



Town of Clifton Park
Crescent Road & Moe Road Multi-Use Trail
John Scavo, Director of Planning

STATEMENT OF AVAILABILITY

MJ confirms that all key personnel identified in this proposal are available to commence work immediately upon award and are committed to supporting the Town of Lansing throughout the duration of the Greenway Master Plan. Our project manager, Josiah Simpson, PLA, along with our core team of planners, engineers, and landscape architects, have dedicated capacity in their schedules to meet the project milestones outlined in the RFP. MJ maintains a flexible and responsive project management structure, ensuring consistent staff availability, timely deliverables, and proactive coordination with the Town and stakeholders from project initiation through plan adoption.

IV. REFERENCES

“MJ Engineering was instrumental to the successful completion of both projects. Their familiarity with the steps required by New York State DOT and the Federal Highway Administration took much of the burden off of local staff. Their design process was thorough but flexible enough to accommodate many issues. They listened to the requests of the Town staff and the public, evaluated alternatives, and found a way to make things work. Their design engineers were professional, respectful and responsive to the Town.”





REFERENCES

1

TOWNWIDE PARKS, RECREATION & TRAILS MASTER PLAN

Town of Lansing
Contact: Pat Tyrell, Recreation Director
Phone: 607.533.7388

2

COUNTYWIDE PARKS, RECREATION & TRAILS MASTER PLAN

Dutchess County
Contact: David Whalen, DPW Commissioner
Phone: 845.486.2059

3

MOHAWK-HUDSON BIKE TRAIL CONNECTIONS

Town of Niskayuna
Contact: Laura Robertson, AICP, Town Planner
Phone: 518.386.4530

V. FEE

“MJ went far above and beyond the norm in dealing with the client, and preparing and executing the master plan and overall design for the fairgrounds. We wouldn't be where we are without their effort!”



NYS Office of General Services

Fairgrounds Master Plan

John Morrelli, Project Manager

FEE

FEE PROPOSAL

Town Greenway Master Planning Town of Lansing, NY

Fee indicated is inclusive of all expenses

Scope of Work	Task Total
Task 1 - Program Verification	\$2,260
Task 2 - Public Workshops & Engagement	\$16,840
Task 3 - Town Committee Meetings	\$3,816
Task 4 - Trail Routing & Design	\$12,252
Task 5 - Draft Comprehensive Trails Plan	\$14,340
Total Fee	\$49,508

ASSUMPTIONS:

- MJ will schedule and participate in a virtual project kickoff meeting to confirm the project's intent and submission milestones.
- MJ will complete laser scanning of the project area using MJ's MJ4D scanning technology. Scanning is limited to two separate trips and includes roadway scanning (30 miles) and select walking trail scans (3 miles) not to exceed 33 miles in total length.
- MJ will initiate private landowner coordination for obtaining right-of-way to obtain letters of support. Landowner coordination will be limited to those parcels directly aligned to identified major trails. Tertiary or potential spur-connectors are not included.
- Landowner coordination is limited to preparing a form letter with parcel specific information for placement on Town letter head and to distributed by the Town. The Town will be responsible for all subsequent landowner consultation.
- MJ will develop high-level concept routes that are suitable for comprehensive planning. Detailed design is not required.
- Typical cross section diagrams for each proposed trail type will be provided. These will not be construction details. The diagrams will be suitable for planning and ROM cost estimating only.

- Fee includes attendance at a total of 1 in-person public engagement meeting. All other meetings will be attended virtually.
- MJ will review the Comprehensive Trails Plan outline and presumed table of contents with the town during the scoping meeting. Additional sections or chapters will be billed hourly as additional services.

EXCLUSIONS:

- Topographic, planimetric, utility, or boundary survey.
- Hazardous materials survey.
- Design development or construction documents.
- Easement maps or descriptions.
- Wetland delineations.
- NYSDOT coordination.
- Archaeological studies.
- Habitat assessments for rare or endangered plants or animals.
- Environmental permitting for impacts to wetlands or incidental taking of endangered species.
- SEQOR review services.
- Bidding or construction phase support.
- Stormwater Pollution Prevention Plan.
- 3-d Visualizations
- Viewshed Analysis
- Traffic Study



CONTACT

21 Corporate Drive
Clifton Park, New York 12065
mjteam.com
mpanichelli@mjteam.com

**RESOLUTION ACCEPTING PROPOSAL FROM MJ ENGINEERING,
ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND LAND SURVEYING, P.C.
FOR TOWN GREENWAY MASTER PLANNING**

RESOLUTION 25-

**RESOLUTION ACCEPTING PROPOSAL FROM MJ ENGINEERING,
ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND LAND SURVEYING, P.C.
FOR TOWN GREENWAY MASTER PLANNING**

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

WHEREAS, the Town of Lansing requested proposals for a Town Greenway Master Plan (formerly Comprehensive Trails Plan) from five consulting firms and received proposals from four firms; and

WHEREAS, the Town Parks, Recreation and Trails Working Group reviewed the proposals received and unanimously agreed on the proposal presented by MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. dated April 11, 2025; and

WHEREAS, the Town Board has reviewed the proposal dated April 11, 2025 submitted by MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.; and

WHEREAS, the Town Board finds the proposal from MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. meets the needs of the Town, and it is in the best interest of the Town to accept said proposal; and

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

RESOLVED, the Town Board of the Town of Lansing hereby accepts the proposal (dated April 11, 2025) of MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. for the Town Greenway Master Plan, as submitted; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to request a contract with MJ Engineering for said services, subject to the terms and conditions outlined in the proposal and as approved by the Town Attorney; and be it furthermore

RESOLVED, that the Town will pay for the contract utilizing funds received by grant award #24-592 of \$50,000 over two years, to the Town by the Park Foundation and said grant was accepted by the Town Board on September 18, 2024 by Motion M24-22.

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 May 21, 2025.

RESOLUTION AMENDING TOWN CODE CHAPTER 206 APPENDIX A, SEWER RULES AND REGULATIONS SECTION A.(3)(a) – SANITARY WASTE PERMIT FEE

RESOLUTION 25-

RESOLUTION AMENDING TOWN CODE CHAPTER 206 APPENDIX A, SEWER RULES AND REGULATIONS SECTION A.(3)(a) – SANITARY WASTE PERMIT FEE

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

WHEREAS, the Town of Lansing Code §206-20 states, “Any application, permit, review, or other fees referenced in this chapter may be determined, amended, and periodically updated by the Town Board by resolution. In addition, fee schedules may be developed and approved by resolution to reimburse the Town for the reasonable and anticipated costs incurred in any review, including for public hearings, publication, mailings, title reviews, inspections, dedications, SEQRA reviews, stormwater reviews, legal and engineering (and other professional) consulting, and other incurred expenses of the Town. All such fees and fee schedules shall be reasonable and properly chargeable to the applicant or other person required to pay the same, and all such fees and fee schedules shall be periodically reviewed by the Town Board to ensure reasonableness and legality;” and

WHEREAS, the Water, Sewer, and Stormwater Committee (WSSC) reviewed the current administrative costs associated with issuing a sanitary waste permit, and determined that \$350 is a reasonable amount to cover the cost of two inspections and the other administrative costs, with an additional \$100 per inspection for any additional inspections required; and

WHEREAS, this action is classified as a Type II SEQRA, such that no environmental review is necessary or required; and

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

RESOLVED, that Town Code Chapter 206, Appendix A, Sewer Rules and Regulations, Section A.(3)(a) be amended to read, “The application fee for a Sanitary Waste Permit is \$350, with an additional \$100 per inspection if more than two inspections are required.”

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 May 21, 2025.

**Judy Drake
Town Board Member Report
May 2025**

Lansing Fire Commissioners - May 6, 2025-

Calls in April:

Fire: 32 EMS: 61 No Response: 0

Total Calls: 93 Total Calls for Year: 431

Personnel Management Committee – May 7, 2025 – cancelled

Other related meetings: Ruth, Judy and Mary Ellen met twice to begin work on an Office Job Classification System. Also reviewed the Town's health insurance plans in comparison to other plans available through the Municipal Health Insurance Consortium and reviewed the cell phone policy revisions.

Lansing Zoning Board of Appeals – May 14, 2025

- 1) Project: Requesting an Area Variance regarding a storage building

Location: 13 Waterwagon Road – TPN 42.-1-1.121 R2 Zoning District

Project Description: The applicant has applied for an Area Variance and is seeking relief from setbacks to replace an existing barn with a new pole barn.

Discussion: The applicant owns all the property surrounding the lot.

Decision: Variance granted.

**Christine Montague
Town Board Member Report
May 2025**

Tompkins Co. Chamber of Commerce / Lansing meeting, April 30

- Lansing residents, business owners and representatives from Anna Kelles' office and The Tompkins Co Chamber of Commerce met to discuss ideas for actualizing the Lansing of our dreams.
- Business owners have concerns with how their buildings are approved. They feel that they have had complicated and confusing routes to getting things built and that they need better guidance from both the Planning department / Code Enforcement and the Planning Board. Residents who have built houses in Lansing also said that the process was much longer and more complicated than it should have been.
- Business owners asked if the sign law can be adjusted so they could advertise on part of the fences at the ball field. That would bring in revenue to the Town and allow local businesses to advertise. There was an idea of adding a cafe at Myers Park.
- Many had a vision of a Lansing Town Center with things to do and a place for teenagers to go. We discussed the need for infrastructure in that area first. The Chamber and the business owners were interested in being in the advisory group formed for rewriting our zoning laws.
- The Town Librarian is hoping to get a teen center combined with a library and a certified kitchen for small businesses to make their food to sell. She is also planning on upgrading the webpage that the Town could turn into a community website.
- People noted that the schools seem to be closed off from the rest of the community. Those who tried to reserve a room or use the facilities have found it impossible. On the positive side, the school has been able to pull together some funds to get local business owners to do upgrades at the homes of less fortunate students.

Tompkins Co. Youth Services Advisory Board, April 28

- We had a presentation from The Learning Web, one of the agencies funded by County Youth Services. They described their services, which include career tours and experiences for teens, professional development for staff of other agencies, and emergency food, mental health and housing for young people. They have expanded their mental health services, a transitional living program, life skills training for young people, and a supporting strong families program.

- Youth Services is developing a resource hub to help the county school districts' liaisons that are tasked with helping homeless youth.

Lansing Housing Authority, April 28

- The board accepted a quote for fixing a catch basin and looked at quotes for resealing the parking lot and replacing windows and siding.

Conservation Advisory Council, May 7

- The CAC had a presentation from Rebecca Schneider from the Dept of Natural Resources at Cornell. She spoke on land use strategies and alternative ditch designs to reduce flooding and degradation of streams and the lake.
- Jerry Sheng from Cooperative Extension informed us of two potential granting sources. One is to fund a climate action plan to increase resiliency. We would need to choose a focus. He also mentioned that NYSERDA has grants for towns to explore the reuse of fossil fuel plants that have shut down.

Joseph Wetmore
Town Board Member Report
May 2025

DOS Environmental Protection Fund Smart Growth Community Planning and Zoning Program
2024 Grant

Tuesday, April 22·9:30 – 10:30am

Project initiation meeting with the Department of State Project Manager to discuss the NYS DOS Environmental Protection Fund Smart Growth Community Planning Zoning Grant requirements.

Code Revision Committee Monthly Meeting

Wednesday, April 23·10:00am – 12:00pm

Updating the Stormwater Local Law to address thresholds – John will ask the Town Board if this committee should raise the threshold for requiring a storm water pollution prevention plan from the current 2-acre threshold to the State and Federal 5-acre threshold. This would include something to the effect that construction on steep slopes is required to show that they will not increase runoff rates more than preconstruction conditions.

Cannabis – Joe will send to Ruth a copy of the document prepared by C.J. several years ago, and Ruth will ask Guy to draft rules around cannabis sales in the town, using the previous document as a starting point.

It was deemed relevant that the code related to solar should be reviewed to see if it needs to be split into separate sections so if ORES overrides one section, they don't override the entire paragraph. John will ask the town board to approve the committee working on this.

Discuss Zoning Advisory Committee – A requirement of the recently accepted grant from the New York Department of State, is that the Town create a Zoning Advisory Committee. Ruth will ask the board to form a new committee for this project. We discussed who we should consider adding to this committee, and the following suggestions were put forth: all of the members of the Codes Revision Committee, someone from the agricultural district, a realtor, a businessperson, someone with an interest in trails, a member of the Conservation Advisory Council, and a resident or neighborhood representative. That requirement, which identifies suggested membership, as stated in the grant contract was read to the committee: “Establish a Zoning Advisory Committee to oversee all aspects of the project in cooperation with municipal officials and the project team. For communities with an established planning board and/or zoning board of appeals, the Committee shall have at least one member from each body and shall include a range of stakeholders, such as residents, civic leaders, business owners, elected officials, environmental experts, neighborhood association representatives, and municipal board members from a range of ethnic, social, and cultural backgrounds.” The goal is to compile a list of suggested members and send it to the Town Board for the June meeting.

Cayuga Lake Watershed Intermunicipal Organization (CWIO) (Zoom Meeting)

Wednesday, April 23·7:00 – 9:00pm

*Presentation: Prioritizing Source Water in Planning and Development presented by Roxanna Johnston,

*City of Ithaca Watershed Coordinator and WTP Lab Director Report

*Watershed Manager update

* Monthly Report

Chair Report - Roxy Johnston

*Review of updated dues information

*Committee Reports

*Executive Committee

*Education, Public Participation and Outreach

Planning Board

Monday, April 28·6:30 – 8:30pm

*Minor subdivision of lands located at 25 Sperry Lane into two new parcels: Parcel A (.748 ac) and Parcel B (.726 ac). This project is located in the R2 zoning district. Board approved the project.

*Minor subdivision of lands located at 113 Bower Road into four new parcels: Lots 1-3 (1.5 ac each) and the remaining 182-acre parent lot. This project will also have a 20' easement with the Town for the installation of a walking trail. This project is located in the RA zoning district. Board approved the project.

*2073 E Shore Drive (located in the old IGA building). Art / woodworking studio including new site improvements. This project is located in the B1 zoning district. Board approved the project with conditions.

*89 Goodman Road. Project Description: Site Plan Review of small, home-based business named the "Barksville Inn". This project is located in the AG zoning district. Board approved the project with conditions.

*Minor subdivision of lands located at 655 Ridge Road into two parcels: Lot 1 (24.5 acres) and Lot 2 (6.75 acres). This project is located in the R2 zoning district. Board set Public Hearing for May 19, 2025

C1003123 - Town of Lansing Zoning Update - Pre Contract Meeting

Wednesday, April 30·10:00 – 11:00am

Meeting with NYS Department of State Contract Management Specialist to give the town step-by-step instructions on how to fill out the contract and other associated documents.

Yellow Barn Stipulation Discussion

Wednesday, May 7·4:00 – 5:00pm

Met with Matthew A. Eldred, Senior Associate at Harter Secrest & Emery LLP Representatives from Groton to discuss final details of the Yellow Barn Stipulation agreement.

Groundbreaking Ceremony at the DPW campus

Saturday, May 17·11:00am – 12:00pm

Attended Groundbreaking Ceremony.

Bylaws Committee Owasco Lake Watershed Management Council, Inc

Tuesday, May 20·8:00 – 10:00am

Committee meeting to discuss updates to the Owasco Lake Watershed Management Council, Inc.'s bylaws.

Owasco Lake Watershed Management Council, Inc.

Tuesday, May 20·10:00 – 11:30am

*Director's Summary – Adam Effler

*Treasurer's Audit and Finance Report

*April 2025 Financials Approval

* 2024 Financial Audit Approval

*Lake Level Report

*Insight into Lake Dynamics from the Owasco Lake Buoy (Recording)

*NYSDEC FL Hub Update

*Owasco Watershed Lake Association Update

*Cornell Cooperative Extension Update

*Watershed Inspection Monthly Report

CASH MANAGEMENT AND INVESTMENT POLICY

The Town of Lansing, in order to insure that the monies collected by the Town held in its possession are utilized pursuant to law and are invested for the purpose of obtaining the highest return at the minimum risk all to the benefit of the taxpayers of the Town, have adopted the following policy as a guideline for the management of the Town's money.

The objectives of the Investment Policy of the Town of Lansing are to minimize risk; to insure that investments mature when the cash is required to finance operations; and to insure a competitive rate of return. In accordance with this policy, the Supervisor and/or the fiscal officer of the Town is hereby authorized to invest all funds including proceeds of obligations and reserve funds in:

- a. Certificate of Deposit issued by a bank or trust company authorized to do business in New York State;
- b. Time Deposit Accounts in a bank or trust company authorized to do business in New York State;
- c. Obligations of New York State;
- d. Obligations of the United States Government;
- e. Any of the above through a duly authorized brokerage firm authorized to do business in the State of New York.

All funds except Reserve Funds may be invested in:

- a. Obligations of agencies of the Federal government if principal and interest is guaranteed by the United States.
- b. With the approval of the State Comptroller, in Revenue Anticipation Notes or Tax Anticipation Notes of other local governments.

Only reserve funds may be invested in:

- a. Obligations of the Local Government.

All other Town of Lansing officials receiving money in their official capacity must deposit such funds in negotiable order of withdrawal accounts.

All investments made pursuant to this investment policy shall as a minimum comply with the following conditions and such other conditions as may be promulgated by the Town Board:

1. COLLATERAL

- a. Certificates of deposit shall be fully secured by insurance of the Federal Insurance Corporation or by obligations of New York State or obligations of the United States or obligations of federal agencies the principal and interest of which are guaranteed by the United States, or obligations of New York State local governments. Collateral shall be delivered to the Town of Lansing or a Custodial Bank with which the Town of Lansing has entered into a Custodial Agreement. The market value of collateral

shall at all times equal or exceed the principal amount of the certificate of deposit. Collateral shall be monitored no less frequently than monthly and market value shall mean the bid or closing price as quoted in the Wall Street Journal or as quoted by another recognized pricing service.

b. Collateral shall not be required with respect to the direct purchase of obligations of New York State, obligations of the United States, and obligations of federal agencies the principal and interest of which are guaranteed by the United States Government.

2. DELIVERY OF SECURITIES

Payment shall be made by or on behalf of the Town of Lansing for obligations of New York State, obligations the principal and interest of which are guaranteed by the United States, United States Obligations, certificates of deposit, and other purchased securities upon the delivery thereof to the custodial bank, or in the case of a book-entry transaction, when the purchased securities are credited to the Custodial Bank's Federal Reserve System account. All transactions shall be confirmed in writing.

3. WRITTEN CONTRACTS

Written contracts are required for certificates of deposit and custodial undertakings. With respect to the purchase of

obligations of U.S., New York State, or other governmental entities, etc. in which monies may be invested, the interests of the Town of Lansing will be adequately protected by conditioning payment on the physical delivery of purchased securities to the Town of Lansing or Custodian, or in the case of book-entry transactions, on the crediting of purchased securities to the Custodian's Federal Reserve System account. All purchases will be confirmed in writing to the Local Government.

It is therefore, the policy of the Town of Lansing, to require written contracts as follows:

- a. Written contracts shall be required for the purchase of all certificates of deposit.
- b. A written contract shall be required with the Custodial Bank.

4. DESIGNATION OF CUSTODIAL BANK

Custodial Bank. The Tompkins County Trust Company or such bank as may be designated by the Town Board from time to time, chartered by the State of New York is designated to act as Custodial Bank of the Town of Lansing's investments. However, securities may not be purchased through a Repurchase Agreement with the Custodial Bank.

5. FINANCIAL STRENGTH OF INSTITUTIONS

All trading partners must be credit worthy. Their financial statements must be reviewed at least annually by the Supervisor to determine satisfactory financial strength or the Supervisor may use credit rating agencies to determine credit worthiness of trading partners. Concentration of investments in financial institutions should be avoided.

Investments in time deposits and certificate of deposit are to be made with banks or trust companies. Their annual reports must be reviewed by the Supervisor to determine satisfactory financial strength. Said investments may be made through a brokerage house.

6. OPERATIONS, AUDIT, AND REPORTING

a. The Supervisor and or fiscal officer of the Town shall authorize the purchase and sale of all securities and execute contracts for certificates of deposit on behalf of the Town of Lansing. Oral directions concerning the purchase or sale of securities shall be confirmed in writing. The Town of Lansing shall pay for purchased securities upon the delivery or book-entry thereof.

b. The Town of Lansing will encourage the purchase and sale of securities and certificates of deposit through a competitive or negotiated process involving telephone solicitation of at least three bids for each transaction.

c. At the time independent auditors conduct the annual audit of the accounts and financial affairs of the Town of Lansing, the independent auditors shall audit the investments of the Town of Lansing for compliance with the provisions of these Investment Guidelines.

d. The Town Board of the Town of Lansing shall review and approve the annual investment report, if practicable, at its organizational meeting.

e. At least annually, and if practicable, at the annual organizational meeting of the Town Board, the Members shall review and amend, if necessary, these Investment Guidelines.

f. The provisions of these Investment Guidelines and any amendments hereto shall take effect prospectively, and shall not invalidate the prior selection of any Custodial Bank or prior investment.

Adopted on August 01, 1990 by unanimous vote of the Town Board of the Town of Lansing.

Joannina Killy
Hartmut Beckwith
Harry J. [unclear]
Louis J. [unclear]
Jeffrey Cleveland

TOWN OF LANSING INVESTMENT AND DEPOSIT POLICY

I. SCOPE:

This investment policy applies to all moneys and other financial resources available for investment to the Town of Lansing on its own behalf or on the behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the Town of Lansing's investment activities are, in priority order,

- To conform to all applicable federal, state and other legal requirements
- To adequately safeguard principal
- To provide sufficient liquidity to meet all operating requirements
- To obtain a reasonable rate of return

III. DELEGATION OF AUTHORITY

The responsibility for administration of the Town of Lansing's investment program is delegated to the Town Supervisor who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a database or reports incorporating a description and amounts of investments, transaction dates and other relevant information and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town Board to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety and liquidity of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of their investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Town of Lansing Town Board to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the Town Board for all moneys collected by any officer or employee of the Town of Lansing to transfer those funds to the Town Supervisor within two (2) days of deposit, or within the time period specified in law, whichever is shorter.

The Town Supervisor is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management’s authorization and recorded properly and are managed in compliance with applicable laws and regulations. However, deposits for the Town Court of the Town of Lansing, New York, will be made into separate accounts by the appropriate Court officials as required by statute.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies authorized for deposit of moneys in Short Term C/Ds, money Market Accounts, Savings Accounts, or Treasury obligations up to the following amounts:

<u>Depository Name:</u>	<u>Maximum Amount:</u>
Tompkins Trust Company	\$2,500,000
Troy Commercial Bank	\$2,500,000
Chase Bank	\$2,500,000
First Niagara Bank	\$2,500,000
Tioga State Bank	\$2,500,000

VIII. DESIGNATION OF DEPOSITARIES

In accordance with the provisions of General Municipal Law § 10 all deposits of the Town of Lansing, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value”, as provided by General Municipal Law § 10, equal to a minimum of 102% of the aggregate amount of deposits.
2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the Town of Lansing for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of the deposits and the agreed upon interest, if any in compliance with section General Municipal Law §§ 10(3) and 11(2). A qualified bank is one whose commercial paper and other unsecured short term debt

obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirement.

3. By an eligible surety bond payable to the government, for an amount at least equal to 100% of the aggregate by an insurance authorized to do business in New York State, whose claims paying ability is rated in the highest rating category by at least two nationally recognized statistically rating organizations.
4. By an “irrevocable letter of credit” issued in favor of the Town of Lansing by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization. Such letter of credit shall be payable to the Town of Lansing as security for payment of 100% of the aggregate amount of public deposits with the participating institution as provided by General Municipal Law § 10(3)(c)(ii).

IX. SAFEKEEPING AND COLLATERIZATION

Eligible securities used for collateralizing deposits shall be held by (the depository and/or a third party) bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released, and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Lansing or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assts of the custodial bank or trust company, and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law § 11, the Lansing Town Board authorizes the Town Supervisor to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposits
- Certificates of deposits
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America where the payment and interest are guaranteed by the United States of America
- Obligations of the State of New York
- Obligations issued pursuant to Local Finance Law §§ 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Lansing.
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments
- Certificates of Participation (COPs) issued pursuant to General Municipal Law § 109-b
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to General Municipal Law §§ 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n

All investment obligations shall be payable or redeemable at the option of the Town of Lansing within such times as proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Lansing within two years of the date of purchase.

XI. AUTHORIZING FINANCIAL INSTITUTIONS AND DEALERS

The Town of Lansing shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be creditworthy. Banks shall provide their most recent consolidated report of condition (call report) at the request of the Town of Lansing. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Town Supervisor is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually. Factors to be reviewed in assessing a financial institution's strength include its Capital Ratio, Return on Assets (ROA), and Return on Equity (ROE) or through the use of an independent bank agency rating report (a list of these reports is available at www.FDIC.gov).

XII. PURCHASE OF INVESTMENT

The Town Supervisor is authorized to contract for purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participating in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized investment advisor pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the Town Supervisor. All such transactions shall be held pursuant to a written custodial agreement as described in General Municipal Law § 10.

The Custodial agreement shall provide that securities held by the bank or trust company as agent of and custodian for the local government will be kept separate and apart from the general assets of the custodial bank or trust government and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a master repurchase agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited of the United States of America and obligations of agencies of the United States of America where principal and interest are guaranteed by the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

XIV. ANNUAL REVIEW OF INVESTMENT POLICY

This policy shall be reviewed and approved annually by the Town of Lansing Town Board at its annual Organizational Meeting.

Adopted by the Town of Lansing Town Board this ____ day of January, 2009.

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 – _____