



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, October 21, 2026
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.lansingtownny.gov, 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. Reports

- [a.](#) **Department of Public Works Report** – Mike Moseley
- [b.](#) **Parks and Recreation Report** – Patrick Tyrrell
- [c.](#) **Director of Planning Report** – Nathaniel Rogers
- [d.](#) **Town Clerk Report** - Debbie Munson
- [e.](#) **Lansing Community Library Report** – Annie Johnson
- [f.](#) **Lansing Youth Services Report** – Richard Alvord
- [g.](#) **Tompkins County Legislator Report** – Mike Sigler

5. Consent Agenda

- [a.](#) Motion Authorizing Town Supervisor to Sign Contract with Bergmann/Colliers Engineering & Design for Extended Construction Administration Services through November 2026
- [b.](#) Resolution Scheduling Public Hearing for Special Districts Proposed 2027 Budgets
- [c.](#) Resolution Scheduling Public Hearing for Town Preliminary Budget for 2027
- [d.](#) Resolution Establishing 2027 Water Rates for The Town of Lansing Consolidated Water District and Users Thereof, Including District Extensions and Outside Users
- [e.](#) Resolution Establishing 2027 Sewer Rates for Warren Road Sewer District in The Town of Lansing
- [f.](#) Resolution Establishing 2027 Sewer Rates for Cherry Road Sewer District in The Town of Lansing
- [g.](#) Resolution Approving the 2027 Amendment to the Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium

- [h.](#) Resolution Appointing Martin Conlon to The Lansing Housing Authority Board
- [i.](#) Resolution to Approve The Appointment of Braden Wulf to The Position of Code Enforcement Officer in The Codes & Planning Department
- [j.](#) Resolution Approving Audit and Budget Modifications and Supervisor's Report
- [k.](#) Resolution Approving Consent Agenda

6. Motions and Resolutions

- [a.](#) Resolution Accepting Dedication of Extension of Verizon Lane at the Terminus Thereof for Highway Purposes
- [b.](#) Resolution Approving Purchase of Kodiak K42-30C Ride on Floor Scrubber 30" with Standard Features
- [c.](#) Resolution Approving Purchase of JCB 1303-TLT-66-38LPG-2WS Teletruk Forklift
- [d.](#) Resolution Approving The Purchase of One Set of Rotary Lift Portable (4) Column Lifts

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. Boards & Committees

- a. Correspondence

9. Board Member Reports

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

10. Motions and Resolutions

- [a.](#) Resolution Memorializing Changes to Tentative Budget and Authorizing Preparation and Filing of Preliminary 2027 Budget
- [b.](#) Resolution Introducing Proposed Local Law #___ of 2026 of the Town of Lansing to Amend Certain Provisions of the Code of The Town of Lansing Chapter 270: Zoning and Scheduling Public Hearing for Proposed Local Law

11. Work Session

12. Executive Session if Needed

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

13. Adjourn Meeting

- a. Motion to Adjourn Meeting

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



DEPARTMENT OF PUBLIC WORKS REPORT

October 2026

NEW DEPARTMENT OF PUBLIC WORKS BUILDING:

- Construction of the new Department of Public Works building continues to move forward and is currently on budget.
- Paving is complete along with line striping in the parking lot.
- Water and gas service have been installed.

ROAD WORK AND MAINTENANCE:

- Crews worked at multiple locations throughout the Town to assess and replace culvert pipes as needed. This work includes identifying failing or undersized pipes, removing existing culverts, installing new piping to improve drainage, and restoring the surrounding areas to ensure proper water flow and roadway stability.
- Crews have performed cold milling and hot patching on various roads throughout the Town.
- The Reach Run Drainage Project is 90% complete.

FLEET:

- Town equipment is routinely serviced and maintained to ensure continued reliable operation.
- Dan Schenck and Patrick Nedrow are working through services and repairs on trucks prior to winter.

MS4:

- Mike Moseley continues to work with the Town of Lansing Codes Department, Tompkins County Soil and Water Conservation District and T.G. Miller on SWPPP applications.

WATER MAIN PROJECT:

- The Brickyard Road and Buck Road water main replacement project is currently being pressure tested, and chlorination of the water main is underway.

SEWER:

- The DPW worked with T.G. Miller and NYSEG on new stand-alone generator for Farrell Road pump station.
- Site work for the generator was completed by the DPW, with NYSEG installing the natural gas service and Panko Electric installing the conduit for the electrical panel.

MONOPOLE:

- The DPW has been working with NYSEG on the monopole located at 10 Town Barn Road, coordinating the installation of roadway access, electrical service, fencing, and structural building reinforcements associated with the project.

OFFICE:

- The Town of Lansing continues to work hand in hand with the Village of Lansing and the Village of Cayuga Heights regarding the Intermunicipal Agreement for Sewer District One.

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

- The Highway Superintendent attended the New York State Association of Town Superintendents of Highways: *The New York State Association of Town Superintendents of Highways (NYSAOTSOH) is the largest transportation association in New York, representing over 1,100 local highway officials to support safe and efficient town road operations.*
 - Meetings Attended: *Beyond Roads and Bridges: The Highway Superintendent's Guide to Managing People, DOT/CHIPS Update, Keynote Address Col. Eileen Collins, Former NSA Astronaut & Retired U.S. Air Force Colonel, Legislative & Advocacy Update, HighAI: An Intro to AI for Highway Superintendents, When Water Won't Behave: MS4 and Municipal Drainage, Legal and Regulatory Panel, Retirement Informational Session*
- Bolton Point Commissioners Meeting: *Oversees water quality, regulatory compliance, budgeting, infrastructure planning, operational issues, and coordination among member municipalities.*
- Highway Barn Committee: *Responsible for working with architects, engineers, and construction managers on the design and development of the new Department of Public Works facility.*
- The Stormwater Coalition of Tompkins County: *The Stormwater Coalition of Tompkins County is an inter-municipal organization formed to assist municipal separate storm systems (MS4s) in cooperation.*
- Town of Lansing Budget Meetings.
- Personnel Management Committee.
- LCSD Facilities Committee Meeting.



October 2026

Parks and Recreation Department Update

Recreation

Current & Upcoming Programs:

- **Youth Sports & Leagues:** Lansing Watercats Swim Team, Hitcats Fall Travel Baseball, Girls Flag Football, Youth Tackle Football, Youth Cheerleading, Flag Football, Fall Soccer and GirlStrong.
- **Adult & Community Programs:** Adult Strength & Stretch, Cardio-Step, Morning YogaChi, and Adult Co-Ed Volleyball.
- **Trunk or Treat:** Will be held at Myers Park on October 31st from 5-7pm.
- **Dugout Construction:** This began the first week of October and may not be completed until Spring. All materials will be paid for in 2026.

Program Highlights & Updates:

- **Football:** This season, both our Junior and Senior Youth Football tackle teams have made it to the playoffs—a first for our program.
- **Christopher Field Outfield Fence:** Due to poor weather, scheduled repairs have been pushed back several times. The work should be completed this week.

Parks

- **Veteran's Watch Fire:** The 35th annual Watchfire continued its cherished tradition of bringing our community together to honor and pay tribute to our servicemen and women. Thank you to Vietnam Veterans of America Chapter 377.
- **Camping:** The camping season ended on October 12th.
- **Connectivity Challenges are ongoing:** Spotty Wi-Fi service continues to impact the park and weak cellular coverage within the park remains a primary concern for campers and staff.
- **Tompkins County Soil & Water:** Collaboration on boat wash station information.

- **Salt Point:** Cleanup day was held on October 10th. It was very successful with about 12 volunteers.
- **Pavilion B:** New blacktop to the east side for day camp and other event purposes. This gives that area a much cleaner look and will be beneficial for day camp games and other activities.
- **Ludlowville:** We have replaced storm damaged trees in the front of the park. We will also be doing some trimming to improve the view of the falls.

Trails

- **Routine Upkeep:** Mowing, brush clearing, and general trail maintenance continue as scheduled.
- **Planning & Governance:** The Trails Working Group review of what should be the final draft of the Greenway Master Plan. That should be in front of the Board in November for adoption.
- **Cayuga Bird Club:** Held an outing at LCT on October 15th.

Town Hall & Community Center Facilities

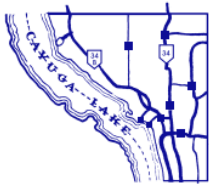
- **Town Hall HVAC:** The system has been switched to heating and has run into some snags along the way, but it is operational.
- **Community Center HVAC:** This building has also been switched to heating and is currently operating.
- **Groundskeeping:** Katrina Binkewicz has been working hard on the landscaping around the Town Hall. Please thank her if you have the opportunity.
- **Technology: Cybersecurity training requirement(on-going)** - Beginning January 1, 2026, as part of a new [state law](#), all local government employees who use technology as part of their official job duties must complete annual cybersecurity awareness training.
- **Website:** The new website launched on October 12th after a couple of delays. The staff has been training over the last few weeks. Some information will take time to get in place.
- **Community Center Kitchen:** This has been inspected by the health department and passed.
- **Repair of Historical Building Parking lot:** Our crew has completed parking lot repairs to improve safety for those using the parking lot to attend meetings. The repairs addressed several potholes that posed a tripping hazard for older adults.

Recent Meetings & Interdepartmental Coordination

- Department Head Meeting (canceled)
- Personnel Committee (canceled)
- Interdepartmental Coordination

- Trails Working Group
- Tompkins County Recreation Directors
- Women Swimmin collaboration
- Lansing Central School District (LCSD) – Administration/Transportation/Facilities
- Paddle-N-More collaboration
- Friends of the Lansing Community Trail (FOLCT)
- Friends of Salt Point (FOSP)
- Halco Contracting – Facilities Troubleshooting
- CAC meeting collaboration and information
- Lansing Hitcats meeting
- STYFC (football conference) meetings
- CivicPlus – website and trainings
- RecDesk – software

This summary highlights key operational activities and facility updates across the department. Please reach out directly if you have questions or would like to schedule an individual briefing.



Planning & Code Enforcement October 2026 Report

Zoning Code Update

The Zoning Advisory Committee continues to work with consultants from Colliers Engineering to update the Town of Lansing's Zoning Code. Members of the committee began discussing potential map changes at meeting #6. A first draft of the new zoning map was created by consultants, and was reviewed at meeting #7. More meetings will be scheduled in the near future to discuss further revisions to the map, zoning regulations around islanded parcels near the Village border, minimum lot sizes and septic considerations, and allowed uses in each district.

Planning Board Projects

The following were heard at the September 28th Planning Board Meeting

- a. **Project:** Minor Subdivision - 126 Scofield Road

Applicant: James Robertson

Location: 126 Scofield Road TPN 38.-1-6.5

Project Description: Minor Subdivision of 126 Scofield Road (5 ac) to create Parcel A (2.24 ac) and Parcel B (2.76 ac). This project is located in the R3 zoning district.

SEQR: Unlisted/Uncoordinated Action

Anticipated Action: Public Hearing, SEQR, Approved

- b. **Project:** Site Plan Review - 18 Eastlake Road

Applicant: David Johnson, Owner

Location: 18 Eastlake Road TPN 42.-1-54.1

Project Description: Site Plan Review of proposed expansion of a recreational facility. This project is located in the R1 Residential Low-Density District.

SEQR: Unlisted/Uncoordinated Action

Anticipated Action: Public Hearing, SEQR

- c. **Project:** Major Subdivision - 0 North Triphammer Road

Applicant: Wayne Britton

Location: 0 North Triphammer Road TPN 37.1-4-2.12

Project Description: Major Subdivision of 0 North Triphammer Road (9.7 ac) to create 12 lots; "Lot 1" (27,115.4 - square feet), "Lot 2" (29,688.7 - square feet), "Lot 3" (36,739.9 - square feet), "Lot 4" (35,759.3 - square feet), "Lot 5" (33,455.7 - square feet), "Lot 6" (33,529.6 - square feet), "Lot 7" (40,268.0 - square feet), "Lot 8" (29,818.1 - square feet), "Lot 9" (33,455.7 - square feet), "Lot 10" (33,455.7 - square feet), "Lot 11" (33,455.7 - square feet), "Lot 12" (33,455.7 - square feet).

feet), “Lot 9” (35,353.8 - square feet), “Lot 10” (25,015.0 - square feet), “Stormwater Lot (Dedicated)” (13,310.4 - square feet), “Stormwater Lot (Dedicated)” (17,715.1 - square feet). This project is located in the R1 zoning district.

SEQR: Unlisted/Uncoordinated Action

Anticipated Action: Consideration of proposed subdivision, Approved

- d. **Project:** Site Plan Review - 339 Jerry Smith Road

Applicant: Melissa Aucompaugh, Environmental Design Partnership Representative

Location: 339 Jerry Smith Road TPN 16.-1-10.2

Project Description: Site Plan Review of proposed large scale battery energy storage facility. This project is located in the AG zoning district.

SEQR: Unlisted Action

Anticipated Action: Consideration of proposed site plan, SEQR

- e. **Project:** Site Plan Review - 430 Peruville Road

Applicant: Scott Gibson

Location: 430 Peruville Road TPN 30.-1-28.212

Project Description: Site Plan Review of existing contractors’ yard. This project is located in the AG zoning district.

SEQR: Undetermined - More information is required

Anticipated Action: Sketch Plan Conference

Code Enforcement Data

September 2026

	September	Year To Date
Fees Collected	\$4,088.60	\$60,791.70
Estimated Project Cost	\$731,382.17	\$8,083,839.81
Building Permits	23	188
Certificates of Occupancy	20	150
New One & Two Family Residences	0	11
New Multi-Family Residences	0	0
New Businesses	1	2



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
October 2026

Submitted by Annie Johnson

1. Don't forget that if the Library is closed, you still have access to Libby, Hoopla, and Kanopy!
2. The Library has a mobile wireless hotspot available for check out. The Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
3. Learn to play American Mah Jongg every Wednesday at 10:00 am.
4. Learn T'ai Chi Fridays from 10:30-11:30 am.
5. The Library has an Empire Pass and passes to the Museum of the Earth, MOST, RMSC, and the Sciencenter available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
6. Chair Yoga is offered every Monday at 9:45 am.
7. There is a year round book sale at the Library, donations are paused.
8. Story time returns! Thursdays at 10:30 am, 10/1 (Apples), 10/8 (Firefighters), 10/15 (Autumn Leaves), and a Stay and Play session on 10/22, 10/29 (Monsters).
9. We are now hosting a Dungeons and Dragons club, new adventurers are welcome 10/10 at 10:30 am. Ongoing sessions are the 2nd and 4th Saturdays of the month, ages 10 and up.
10. The Lansing Community Co-Working Club will be meeting Mondays (11:30-3:30) at the Library and Wednesdays all day at the Community Center. This is an opportunity for remote workers to connect.
11. An art workshop entitled "Surrealist and Cozy Food Landscape Paintings" will be held on 10/17 and another session on 10/24, 10:30-12:30. Annie Sheng will be the instructor.
12. Book Club will meet 10/20 to discuss "The Glassmaker" by Tracey Chevalier, 7 pm.
13. Donations of cereal and shelf stable milks are being collected for Lansing Lunchbox through 10/17.
14. Halloween Family Yoga will be held on 10/27 10:30 am. Register online.

Lansing Youth Services Town Board Report Summer 2026

Lake Life 7/6 - 7/9 Total Enrollment: 11, Males: 8, Females: 3, Average Daily Attendance: 10, Life Skills: Social Skills, Decision Making

Lake Life kicked off our Summer Skies with a super busy week. This program was combined with youth from Newfield and the Joint Youth Commission. Daily activities included landscape paintings, tons of arts and crafts, fishing, swimming, birding, kayaking and canoeing, basketball, playground time, and even a trip on the Floating Classroom! The group really enjoyed being able to choose their activities, and loved watching the ospreys and eagles. Fishing took place every day all around Myers Park and Salmon Creek, and some got to fish from the canoe!

Sunshine Crafts 7/13 - 7/16 Total Enrollment: 4, Males: 4, Females: 0, Average Daily Attendance: 3, Life Skills : Wise Use of Resources, Self-Motivation

Sunshine Crafts was a combined program with youth from Danby; participants were very busy making all kinds of crafts. Students were able to use materials respectfully without wasting much of what was provided. The group learned how to tie-dye, make cyanotype prints, used UV resin to make resin molds of all shapes and sizes. Watercolor paintings came out beautifully and the week ended with a trip to the Corning Museum of Glass.

Iron Chef 7/20 - 7/23 Total Enrollment: 10, Males: 7, Females: 3, Average Daily Attendance: 9, Skills : Contributions to group effort, Disease Prevention

Iron Chef returned this summer, joining with youth from Dryden. Beginning at Myers Park, the group made banana pancakes and grilled hot dogs. At the 4-H Youth Fair, the cooking competition went well with one group from the Lansing team winning (and they learned a lot about kitchen safety)! The fair also held a “Camp Day”, where youth got to go around to all of the stations of animals and projects and see small presentations of what the projects or animals were, ask questions, see how they could get involved. When the group wasn’t competing, they learned to make friction fires, cooked s’moreoes, cinnamon snakes, and made doughnuts on the fire!

Grow Your Own Way 7/27 - 7/30 Total Enrollment: 8, Males: 8, Females: 0, Average Daily Attendance: 7, Life Skills : Community Service Volunteering, Responsible Citizenship

This brand-new program was in combination with Dryden youth and facilitated by the Cornell Botanical Gardens. The many activities that the Cornell Students presented went quite well, like the “Bio Blitz”, creating nature journals, studying the stream quality, making art with natural

pigments, planted succulents to take home, and collected insects. Contributing to the community science project was definitely a highlight for youth!

Games in the Grass 8/3 - 8/6, Total Enrollment: 12 , Males: 12 , Females: 0, Average Daily Attendance: 9, Life Skills : Teamwork, Contributions to Group Effort

Games in the Grass participants were joined by youth from Dryden for this new program. Students worked on teambuilding and teamwork activities. Assembling the games like Spike ball and can jam, organizing large basketball games, chess tournaments, and working together through “minute to win it” challenges all provided opportunities for youth to work together towards a common goal. On one program day, the groups went to see a Syracuse Mets Minor League baseball game in Syracuse with a meal package, and we even got a shout out on the Megatron!

Sky's The Limit! 8/17 - 8/20 Total Enrollment: 9, Males: 6, Females: 3, Average Daily Attendance: 7, Life Skills : Teamwork, Accepting Differences

Lansing and Dryden youth combined for some tried and true trips, like the Cornell Lab of Ornithology, rocket building and launching- while adding a new museum this summer, the Glenn Curtiss Museum, in Hammondsport. This was a new experience and a great museum to experience the local history and influence on aviation and motorcycles.

Cardboard Boat Building 8/24 - 8/27 Total Enrollment: 9 , Males: 8 , Females: 1, Average Daily Attendance: 8, Life Skills : Marketable Skills, Social Skills

Cardboard Boat Building was just as busy as ever. This program combined with Dryden and Newfield youth, so lots of familiar faces and friendships continued. Starting with mini boats and racing them down Salmon Creek is always a fun start, and this year we had a weir to catch the boats as they crossed the finish line. Students worked in groups of 2-4, and made several designs - some flat bottom, some with a v hull, pontoons, outriggers, and even a canoe style! Many boats sunk, but several stayed afloat until the timer was up. Engineering was constantly changing as their boats came to life and changes were made for support, and duct tape management was a hot topic!

D.I.Y.- Summer Edition 8/31 - 9/3 Total Enrollment: 12, Males: 11, Females: 1, Average Daily Attendance: 10, Life Skills: Personal Safety, Problem Solving

D.I.Y- Summer Edition was combined with Dryden and Joint Youth Commission (JYC) youth. Projects were provided daily, such as watercolor landscape painting, primitive fire making, flint napping, carving with a knife, as well using a Dremel tool, cork boats to cork cabins, and UV Resin. They finished out the week with a hot dog bar and all the fixings, and of course, smores with the huge marshmallows.

Summer 2026 Youth Employment

Youth Employees were extremely busy this summer. Each week Lansing Youth Services had one or two assistants. Two of which had not worked full days before, so they got to experience what a full day in youth development is like. One of those employees wants to work a lot this year, and will when his schedule allows with sports. The same is true for the second new employee. The two other employees were great mentors, and helped to ensure that each week ran smoothly. The focus was on safety and supervision, assisting with activities, and both employees intuitively would seek out students who seemed to spend more time alone. This fall we will have two new, regular employees at the Lansing Public Library. They have already been doing their training at the Lansing Public Library this summer so should be ready to get into our program very soon. There are three past participants who have expressed interest in assisting with LYS programs this year, I am waiting on the return of their applications and then will move forward with getting them scheduled!

Lansing Youth Services Town Board Report September 30, 2026

Game On !

Mondays, 9/28 - 10/26/Enrollment: 9, Males: 7, Females:2

Life Skills: Teamwork, Social Skills

Game On is always a busy program with lots of options for games to play. Each week will consist of a group game before breaking out into board games. Chess has been very popular and games like Apples to Apples, Blockus, Mastermind, Dominion, and game creation are on the menu.

Outdoor Adventure

Tuesdays, 9/29 - 10/27 Enrollment: 12, Males: 11, Females:1

Life Skills: Goal Setting, Communication

Outdoor Adventure will kick off the year at Salmon Creek. The group will get a taste of several skills we utilize in this program. They will play group games, learn fire making, cook over an open fire, build debris huts, and explore the creek shoreline. Knife safety and carving is always a popular activity. Several new students to LYS have registered and are excited for the adventures!

The Art Factory

Wednesdays: 9/30 - 10/28 Enrollment: 10 , Males: 5 , Females: 5

Life Skills : Wise use of Resources, Marketable Skills

The Art Factory is back this fall making crafts for the Lansing Artisan Fair. The group will research projects in addition to the crafts provided, create materials list and, new this year, will do the shopping, so they will get to see the whole process of running a business.

Digital Photography

Thursdays, 10/1 - 10/29 Enrollment: 10 , Males: 6 , Females: 4

Life Skills : Marketable Skills, Goal Setting

Digital photography teaches the basics of photography and introduces the world of nature observation as this group will be travelling to a new natural landscape each week, Cayuga Shores, Ithaca Falls and surrounding Gorges, Taughannock Falls and the Lab of Ornithology are on the list.

Lunchtime

During lunches, I have been making my rounds to meet all the new 5th graders, reconnect with past participants and promote the program. The play is a big factor when recruiting at this time of year, but a wonderful opportunity for all grades! As the new year settles, I will bring a game a day to play with students!

Lansing Youth Employment

New Youth Employees are trickling in with the new school year. One new LYS assistant is poised to start with the start of programs, and two new employees have been training this summer and will officially be LYS Employees in October! Paperwork is in the hands of at least three new prospects, with inquiries still arriving periodically!

RYS Staff Retreat

Our September retreat was a day full of great meetings in beautiful places. The first meeting was on Seneca Lake, followed by a tour and activities at the Gonandangan Art and Cultural Center. The tour and activities were informative and fun, a great option for a field trip with students to learn more about local history. We finished the meeting content in the van, it was a great teambuilding day!



October 5, 2026

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

Town of Lansing New Highway Facility

Re: Addition Services – Extended Construction Administration Services

Dear Supervisor Groff,

Thank you for the opportunity to continue to support the Town of Lansing with professional services related to Construction Phase services for the New Highway Department Facility project at 10 Town Barn Road. As discussed, the Construction Administration services outlined in the current "Extended Construction Administration" agreement are scheduled to expire in September 2026, including our thirty (30) site visits. We are now understanding that the latest construction schedule is reflecting an October 2026 Substantial Completion and Project Closeout in November 2026.

It was recently brought to our attention that septic observation and certification of the septic design is required by the County Health Department. While we originally anticipated this could be provided by the Town, or more local personnel, we since received confirmation that it will need to be provided by the Engineer-of-Record that designed the system. We understand that this is a one-day (on site) event followed with a certification report.

We would also like to bring to the Town's attention that Bergmann/Colliers Engineering & Design has provided various additional services related to the existing highway garage that were not in the original scope of work. These items included additional exterior doors/hardware, roof load calculations, new gutter and leaders, new snow guards, and additional exterior metal panel areas.

Lastly, we previously included a \$20,000 line item for Commissioning services in our agreement. It is our understanding that The Town of Lansing will be seeking Commissioning services from an independent third-party consultant. Therefore, we will not invoice for the Commissioning services as currently itemized on our invoice cover.

I. Additional Services

A. Extended Construction Administration Services (through November 2026)

1. We are prepared to continue providing construction administration for the remainder of the current project schedule per this additional service offer, including the conditions that are part of the previous proposal.

2. An additional eight (8) weeks and four (4) meetings/site visits will be attended.
3. RFIs will continue to be responded to and processed.
4. Additional Payment Application will be reviewed and processed.
5. Substantial completion walkthrough and punch-list preparation.
6. If construction or project closeout is extended beyond the current construction schedule, we can offer the Town a subsequent proposal.

Section II – Schedule of Fees

For your convenience, we have broken down the total estimated cost of the overages into items identified below.

Task	Date	Fee
Additional Services – Extended Construction Administration		\$12,000
Septic Design On-site Observation and Certification		\$5,000
Existing Highway Garage Additional Modifications		\$1,500
Commissioning Services -\$20,000 (Original Agreement)		Removed
TOTAL	LUMP SUM FEE	\$18,500

THIS PROPOSAL IS ADDITIONALLY GOVERNED BY AND SUBJECT TO CED'S BUSINESS STANDARD TERMS AND CONDITIONS, WHICH ARE ACCESSIBLE AT CED'S WEBSITE. **By signing this Proposal, Client acknowledges receipt and acceptance of the terms of this Proposal, including all Business Terms and Conditions located here and on CED's website.** By the act of executing this Proposal, the Client specifically acknowledges receipt of, agrees to, and intends to be fully bound by, the version of CED's Business Terms and Conditions located on CED's website at <https://colliersengineering.com/business-terms-conditions/> effective as of the date at the top of this Proposal. These additional terms are incorporated by reference into this Proposal. This web address includes any successor CED website. Hard copies of these additional terms and conditions can be made available to Client upon written request. Sections I-IV of this Proposal, including these terms and the Business Terms and Conditions located on CED's website, constitute the entire Agreement and supersede any previous agreement or understanding. This Agreement shall be governed by the laws in the State the project is located. The Client shall not assign this Agreement without the written consent of CED. This Proposal and the Business Terms and Conditions will be considered integrated into any subsequent contract/agreement entered by CED and Client.

Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this scope of additional services.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above, and return one signed copy.

Sincerely,
Bergmann/Colliers Engineering & Design



Scott Bova AIA, NCARB
Geographic Discipline Leader

**MOTION AUTHORIZING TOWN SUPERVISOR TO SIGN CONTRACT WITH
BERGMANN/COLLIERS ENGINEERING & DESIGN FOR EXTENDED
CONSTRUCTION ADMINISTRATION SERVICES THROUGH NOVEMBER 2026**

MOTION 26 –

**MOTION AUTHORIZING TOWN SUPERVISOR TO SIGN CONTRACT WITH
BERGMANN/COLLIERS ENGINEERING & DESIGN FOR EXTENDED
CONSTRUCTION ADMINISTRATION SERVICES THROUGH NOVEMBER 2026**

The extended contract with Bergmann/Colliers Engineering & Design expired in September 2026, coinciding with the original expected completion date of the Department of Public Works facility. The services of Bergmann/Colliers are required throughout the duration of the construction of the building with an extended contract through November 2026, for an amount of \$18,500. This Motion is to authorize the Town Supervisor to sign the contract, which includes an amount of \$18,500 for services rendered for extended construction administration, septic design on-site observation and certification, and existing highway garage additional modifications.

**RESOLUTION SCHEDULING PUBLIC HEARING FOR SPECIAL DISTRICTS
PROPOSED 2027 BUDGETS**

RESOLUTION 26-

**RESOLUTION SCHEDULING PUBLIC HEARING
FOR SPECIAL DISTRICTS PROPOSED 2027 BUDGETS**

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

RESOLVED, that the Town Board of the Town of Lansing has prepared the Assessment Rolls of parcels of land included in the Lansing Consolidated Water District (“CWD”), CWD Extensions 1, 2, 4 (Lansing Station Road and Drake Road) and 5 (Peruville Road) and for lands within Lighting Districts Numbers 1, 2, and 3, (Ludlowville, Warren Road, and Lakewatch), and for the Lansing Drainage Districts Numbers 1, 2, 4, 5, 6, 7, 8, 10, 11 and 12 (Pheasant Meadows, Whispering Pines, Lake Forest, Farm Pond Circle, Lansing Commons, Woodland Park, Cayuga Way, Novalane, East Shore Circle and Asbury Road), and the Lansing Sewer Districts (Cherry Road and Warren Road) (all together, the “Districts”), and the Town has apportioned and assessed upon such parcels of land in proportion in the amount of benefits the improvements shall confer upon the same the cost chargeable to said Districts in connection with the construction and capital costs of the providing of public water, lighting, stormwater management and drainage, and sewer transportation and treatment payable in the year 2027 and therefore, pursuant to § 239 of the Town Law, the Town Board shall hold a Public Hearing at the Lansing Town Hall, 29 Auburn Road, Lansing, New York 14882, at 6:31 p.m., on the 4th day of November, 2026 to hear and consider any objections which may be made to said roll.

**RESOLUTION SCHEDULING PUBLIC HEARING FOR THE TOWN OF LANSING
PRELIMINARY BUDGET FOR 2027**

RESOLUTION 26-

**RESOLUTION SCHEDULING PUBLIC HEARING FOR THE
TOWN OF LANSING PRELIMINARY BUDGET FOR 2027**

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

NOTICE IS HEREBY GIVEN, that the Preliminary Budget of the Town of Lansing, Tompkins County, New York for the fiscal year beginning January 1, 2027, will be completed and filed in the office of the Town Clerk of said Town on October 22, 2026, where it will be available for inspection by any interested persons at all reasonable hours; and

FURTHER NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Lansing will meet, and review said Preliminary Budget and hold a Public Hearing thereon at the Lansing Town Hall, 29 Auburn Road, Lansing, New York 14882, 6:32 p.m. on the 4th day of November, 2026 and that at such hearing any person may be heard in favor of or against the Preliminary Budget as compiled or for or against any items therein contained; and

FURTHER NOTICE IS HEREBY GIVEN, pursuant to Section 108 of the Town Law, that the following are proposed yearly salaries of elected Town Officials of this Town:

Supervisor	\$ 30,307.00
Councilperson (4)	
Total	\$ 38,964.64
Each	\$ 9,741.16
Town Clerk	\$ 94,244.80*
Highway Superintendent	\$ 130,208.00**
Town Justice (2)	
Total	\$ 49,336.04
Each	\$ 24,668.02

*Consists of salaries for Town Clerk (\$62,337.59), Supervisor of Water and Sewer Administration (\$7196.81), and Receiver of Taxes (\$24,710.40). Salary increase is 3%.

**Consists of salaries for Highway Superintendent/Director of Public Works (\$98,895.00), and Supervisory responsibility for Water and Sewer (\$31,313.00). Salary increase is 3%.

**RESOLUTION ESTABLISHING 2027 WATER RATES FOR THE TOWN OF LANSING
CONSOLIDATED WATER DISTRICT AND USERS THEREOF, INCLUDING
DISTRICT EXTENSIONS AND OUTSIDE USERS**

RESOLUTION 26-

**RESOLUTION ESTABLISHING 2027 WATER RATES FOR THE TOWN OF LANSING
CONSOLIDATED WATER DISTRICT AND USERS THEREOF, INCLUDING
DISTRICT EXTENSIONS AND OUTSIDE USERS**

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

WHEREAS, the Town of Lansing is a member municipality of the Southern Cayuga Lake Intermunicipal Water Commission (“Bolton Point”) and a signatory to Bolton Point’s Intermunicipal Cooperative Agreements as periodically updated since 1979 (the “Agreement”); and

WHEREAS, the Town and the Consolidated Water District (“CWD”) purchase water from Bolton Point as a supplier for the CWD, CWD extensions and districts, outside users, fire-fighting and other municipal purposes, and for use and consumption by residents; and

WHEREAS, the 2027 water rate from Bolton Point is \$7.49 per thousand gallons, and the Town must set its rates for the CWD and its districts and users; and

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

RESOLVED, that the Town Board of the Town of Lansing does hereby establish the following water rates for the Town of Lansing residents within the Town of Lansing Consolidated Water District for the year 2027.

Water Rate (SCLIWC)	\$ 7.49 per thousand gallons
Operation and Maintenance Fee (TOL)	<u>\$ 1.73 per thousand gallons</u>
TOTAL RATE	\$ 9.22 per thousand gallons

BE IT FURTHER RESOLVED, that #1, #2, #4 and #5 accounts are not included in the current Town of Lansing Consolidated Water District. Therefore, the Town Board of the Town of Lansing does hereby establish the following water rates for the Town of Lansing residents in the #1 accounts being Algerine and Lansing Station Roads, #2 and #4 accounts being Drake Road and #5 accounts being Peruville Road. This rate will also include future water district extensions established in the year 2027.

Water Rate (SCLIWC)	\$ 7.49 per thousand gallons
Operation and Maintenance Fee (TOL)	<u>\$ 2.87 per thousand gallons</u>
TOTAL RATE	\$ 10.36 per thousand gallons

BE IT FURTHER RESOLVED, that #9 account Outside User Agreement residents using CWD services and water must pay 2 times the combined water and tax rate of the users that are not included in the current Town of Lansing Consolidated Water District, as outside users must equalize the taxed capital costs of the CWD that inside users must pay. This rate will be charged until such time as the applicant's lands are brought within the Consolidated Water District.

Water Rate (SCLIWC)	\$ 7.49 per thousand gallons
Operation and Maintenance Fee (TOL)	<u>\$ 13.23 per thousand gallons</u>
TOTAL RATE	\$ 20.72 per thousand gallons

RESOLUTION ESTABLISHING 2027 SEWER RATES FOR WARREN ROAD SEWER DISTRICT IN THE TOWN OF LANSING

RESOLUTION 26-

**RESOLUTION ESTABLISHING 2027 SEWER RATES FOR
WARREN ROAD SEWER DISTRICT IN THE TOWN OF LANSING**

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

WHEREAS, on June 15, 2011 by Resolution 11-101, the Town Board adopted an updated formula for sewer charges; and

WHEREAS, the Budget Officers hereby recommend an increase of \$50.00 per quarter (\$200 annually) in Sewer District fees which are billed a flat rate; and

WHEREAS, vacant parcels will be charged an Operation and Maintenance annual flat fee of \$138.50 which will be placed on the Town and County Tax Bill starting with the 2027 tax year; and

WHEREAS, dwellings that are not hooked up to sewer with water accounts will be billed \$138.50 Operation and Maintenance annual flat fee. Said fee will be billed by S.C.L.I.W.C. (Bolton Point) on the quarterly water bills, beginning February 2027 in the amount of \$34.63 per quarter; and

WHEREAS, dwellings that are hooked up to sewer but do not have a water account will be billed an annual flat fee of \$554.00 which will be placed on the Town and County Tax Bill starting with the 2027 tax year, and

WHEREAS, dwellings that are hooked up to sewer that have water accounts will be billed an annual flat fee of \$554.00. Said fee will be billed by S.C.L.I.W.C. (Bolton Point) on the quarterly water bills, beginning February 2027 in the amount of \$138.50 per quarter,

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

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the above increase and formula for the Warren Road Sewer District in the Town of Lansing.

RESOLUTION ESTABLISHING 2027 SEWER RATES FOR CHERRY ROAD SEWER DISTRICT IN THE TOWN OF LANSING

RESOLUTION 26-

**RESOLUTION ESTABLISHING 2027 SEWER RATES FOR
CHERRY ROAD SEWER DISTRICT IN THE TOWN OF LANSING**

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

WHEREAS, on June 15, 2011 by Resolution 11-101, the Town Board adopted an updated formula for sewer charges; and

WHEREAS, the Budget Officers hereby recommend an increase of \$54.00 per quarter (\$216 annually) in the Cherry Road Sewer District fees which are billed a flat rate; and

WHEREAS, vacant parcels will be charged an Operation and Maintenance annual flat fee of \$157.00 which will be placed on the Town and County Tax Bill starting with the 2027 tax year; and

WHEREAS, dwellings that are not hooked up to sewer with water accounts will be billed \$157.00 Operation and Maintenance annual flat fee. Said fee will be billed by S.C.L.I.W.C. (Bolton Point) on the quarterly water bills, beginning February 2027 in the amount of \$39.25 per quarter; and

WHEREAS, dwellings that are hooked up to sewer but do not have a water account will be billed an annual flat fee of \$628.00 which will be placed on the Town and County Tax Bill starting with the 2027 tax year, and

WHEREAS, dwellings that are hooked up to sewer that have water accounts will be billed an annual flat fee of \$628.00. Said fee will be billed by S.C.L.I.W.C. (Bolton Point) on the quarterly water bills, beginning February 2027 in the amount of \$157.00 per quarter; and

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

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the above increase and formula for the Cherry Road Sewer District in the Town of Lansing.



Municipal Health Insurance Consortium

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(607) 274-5590

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202~~75~~ AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT (DFS Approval ~~XXX~~; effective January 1, 202~~75~~)

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

W H E R E A S:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;

2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;

3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;

4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and

5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

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

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

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

Municipality Name	Effective Date		Municipality Name	Effective Date
City of Ithaca	1/1/2011		Town of Erwin	1/1/2022
County of Tompkins	1/1/2011		Town of Throop	1/1/2022
Town of Caroline	1/1/2011		Village of Minoa	1/1/2022
Town of Danby	1/1/2011		Village of Fayetteville	1/1/2022
Town of Dryden	1/1/2011		Town of Camillus	1/1/2023
Town of Enfield	1/1/2011		Town of DeRuyter	1/1/2023
Town of Groton	1/1/2011		Town of Dewitt	1/1/2023
Town of Ithaca	1/1/2011		Town of Hastings	1/1/2023
Town of Ulysses	1/1/2011		Village of Camillus	1/1/2023
Village of Cayuga Heights	1/1/2011		Village of Skaneateles	1/1/2023
Village of Dryden	1/1/2011		Dewitt Fire District	1/1/2023
Village of Groton	1/1/2011		City of Geneva	1/1/2024
Village of Trumansburg	1/1/2011		Town of Brutus	1/1/2024
City of Cortland	1/1/2013		Town of Locke	1/1/2024
Town of Lansing	1/1/2013		Town of West Monroe	1/1/2024
Town of Willet	1/1/2015		Village of Fair Haven	1/1/2024
Village of Homer	1/1/2015		City of Elmira	1/1/2025
Town of Marathon	1/1/2016		Town of Corning	1/1/2025
Town of Truxton	1/1/2016		Town of Elmira	1/1/2025
Town of Virgil	1/1/2016		Town of Harford	1/1/2025
Town of Aurelius	1/1/2017		Town of Southport	1/1/2025
Town of Cincinnatus	1/1/2017		Town of Starkey	1/1/2025
Town of Montezuma	1/1/2017		Town of Sterling	1/1/2025
Town of Moravia	1/1/2017		Town of Tyre	1/1/2025
Town of Preble	1/1/2017		Town of Waterloo	1/1/2025
Town of Scipio	1/1/2017		Village of Baldwinsville	1/1/2025
Town of Springport	1/1/2017		Village of Elmira Heights	1/1/2025
Village of Union Springs	1/1/2017		Village of Tully	1/1/2025
Town of Homer	1/1/2018		Seneca County Soil & Water Conservation District	1/1/2025
Town of Newfield	1/1/2018		Town of Scott	1/1/2026
Town of Owasco	1/1/2018		Town of Seneca Falls	1/1/2026
County of Seneca	1/1/2019		Town of Summerhill	1/1/2026
Town of Big Flats	1/1/2019		Town of Venice	1/1/2026
Town of Mentz	1/1/2019		Village of Dansville	1/1/2026
Town of Sennett	1/1/2019		Village of Dundee	1/1/2026
Village of Freeville	1/1/2019		Chemung County Soil & Water Conservation District	1/1/2026
Village of Horseheads	1/1/2019		Ontario County Soil & Water Conservation District	1/1/2026
Village of Lansing	1/1/2019		Belgium Cold Springs Fire District	1/1/2026
Town of Horseheads	1/1/2020		Chemung County Library District	1/1/2026
Town of Spencer	1/1/2020		Town of Geneva	1/1/2027
Lansing Library	1/1/2020		Town of Manlius	1/1/2027
Village of Watkins Glen	1/1/2020		Village of Nunda	1/1/2027
Town of Catharine	1/1/2021			
Town of Cuyler	1/1/2021			
Town of Dix	1/1/2021			
Town of Hector	1/1/2021			
Village of Owego	1/1/2021			

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

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

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

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

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

B. PARTICIPANT LIABILITY.

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

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

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

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

C. BOARD OF DIRECTORS.

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

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

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

4. No Director may represent more than one Participant.

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

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

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

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

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

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

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

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

D. WEIGHTED VOTING.

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

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

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

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

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

E. ACTIONS BY THE BOARD

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

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

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

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

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

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

F. EXECUTIVE COMMITTEE

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

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

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

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

5. The Executive Committee shall:

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

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

G. OFFICERS

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

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

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

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY

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

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

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

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

I. CHIEF FISCAL OFFICER

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

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

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

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

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

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

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

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

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

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

J. PLAN ADMINISTRATOR

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

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN

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

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

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

establish its own parliamentary rules and procedures.

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

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

L. PREMIUM CALCULATIONS/PAYMENT.

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

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

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

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

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

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

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

M. EMPLOYEE CONTRIBUTIONS.

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

N. ADDITIONAL BENEFITS.

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

O. REPORTING.

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

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

P. WITHDRAWAL OF PARTICIPANT

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

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

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

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

Q. DISSOLUTION; RENEWAL; EXPULSION

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

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

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

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

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

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

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

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

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

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

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

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

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

R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.

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

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.
3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.
4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting.
6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

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

T. CHANGES TO AGREEMENT

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

U. CONFIDENTIALITY

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

V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

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

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

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

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

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

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

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

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

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

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

provided however;

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

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

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

W. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

X. APPROVAL, RATIFICATION, AND EXECUTION

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

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

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement to be executed as of the date (January 1, 202~~7~~⁵) adopted by the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium and subsequently adopted by all participating municipalities.

Addendum “A”**Example of Weighted Voting Formula under Section D(2)**

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

Addendum "B"

Illustration of At-Large Labor Representative Calculation

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

RESOLUTION APPROVING THE 2027 AMENDMENT TO THE MUNICIPAL COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

RESOLUTION 26-

RESOLUTION APPROVING THE 2027 AMENDMENT TO THE MUNICIPAL COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

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

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

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

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

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

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

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

RESOLVED, that upon receipt and review of the amended Agreement, the Town of Lansing approves at a meeting of the governing body held on October 21, 2026 and authorizes the Chief Elected Official to sign the **2027** Amendment to the Municipal Cooperative Agreement (Effective 01.01.27) of the Greater Tompkins County Municipal Health Insurance Consortium as recommended by the Board of Directors.

RESOLUTION APPOINTING MARTIN CONLON TO THE LANSING HOUSING AUTHORITY BOARD

RESOLUTION 26-

**RESOLUTION APPOINTING MARTIN CONLON TO THE
LANSING HOUSING AUTHORITY BOARD**

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

WHEREAS, the Lansing Housing Authority (LHA) has one current vacancy on the Lansing Housing Authority Board; and

WHEREAS, after a search for eligible and qualified candidates, the LHA has recommended that Martin Conlon be appointed to fulfill the vacancy; and

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

1. Martin Conlon is hereby appointed to the Lansing Housing Authority for a 5-year term, with such term effective October 22, 2026 through December 31, 2030; and
2. The Town Clerk shall administer the oath of office for such appointment.

RESOLUTION TO APPROVE THE APPOINTMENT OF BRADEN WULF TO THE POSITION OF CODE ENFORCEMENT OFFICER IN THE CODES & PLANNING DEPARTMENT

RESOLUTION 26-

RESOLUTION TO APPROVE THE APPOINTMENT OF BRADEN WULF TO THE POSITION OF CODE ENFORCEMENT OFFICER IN THE CODES & PLANNING DEPARTMENT

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

WHEREAS, the Senior Code Enforcement Officer, Shelly Knickerbocker resigned effective September 11, 2026, leaving a vacancy resulting in a single Code Enforcement Officer for the Town; and

WHEREAS, the interview committee has determined that Braden Wulf possesses the necessary knowledge and skills to satisfactorily perform the duties of a Code Enforcement Officer position; and;

WHEREAS, Nathaniel Rogers, Director of Planning, has recommended that Braden Wulf be hired as a Code Enforcement Officer effective Monday, November 2, 2026; now, therefore be it

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the appointment as follows:

1. Effective Monday, November 2, 2026, Braden Wulf is hereby appointed as a Code Enforcement Officer, with the same Town perquisites and benefits as are available to all employees of the Town and to such position. This position will be in the non-competitive class under the New York Hiring for Emergency Limited Placement Statewide (NY HELPS) program. At such time as the NY HELPS program concludes, these appointments will convert to a competitive classification;
2. This appointment will be full-time at 40 hours per week;
3. The NYSLRS Standard Work Day for this position will be 8 hours per day;
4. The hiring wage rate is hereby set and approved at \$35.00 per hour, as listed in the Office Staff Job Classification System "Class FF Step 1";
5. The probationary period for this appointment is hereby set at 26 weeks with no further action by the Town Board if there is successful completion of the probationary period as determined by the Town Supervisor;
6. The Town Personnel Officer be and hereby is authorized to make such changes to the Town's employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORT

RESOLUTION 26-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORT

The Supervisor submitted her monthly reports for the months of August and September 2026, to all Board Members and to the Town Clerk. The Supervisor's Reports were reviewed by Councilperson Joseph Wetmore and Councilperson Christine Montague. The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Christine Montague. The Supervisor's Reports be approved as submitted and the Bookkeeper is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 010

TOWN OF LANSING				
Abstract # 010				10/19/2026
Summary by Fund				09:19:37
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	7,791.74	72,531.48	80,323.22
B	GENERAL FUND OUTSIDE VILLAGE	222.07	21,765.66	21,987.73
DA	HIGHWAY FUND TOWNWIDE	397.85	78,690.91	79,088.76
DB	HIGHWAY FUND OUTSIDE VILLAGE	204.39	186,890.57	187,094.96
HG	DPW FACILITY PROJECT		65,007.33	65,007.33
SD12	DRAINAGE DISTRICT #12 ASBURY-C		231.00	231.00
SL1-	LUDLOWVILLE LIGHTING DISTRICT	132.70		132.70
SL2-	WARREN ROAD LIGHTING DISTRICT	799.18		799.18
SL3-	LAKEWATCH LIGHTING DISTRICT	1,365.11		1,365.11
SS1-	WARREN RD SEWER	185.55	1,972.50	2,158.05
SS3-	CHERRY ROAD SEWER DISTRICT	23.71		23.71
SW	LANSING WATER DISTRICTS	2,781.05	18,340.58	21,121.63
TA	TRUST & AGENCY	93,879.09	1,541.50	95,420.59
Total:		107,782.44	446,971.53	554,753.97

CONSOLIDATED ABSTRACT # 101

TOWN OF LANSING

Abstract # 101 Summary by Fund

10/19/2026
15:02:56

Code	Fund	Prepaids	Unpaids	Totals
A	GENERAL FUND TOWNWIDE		77,633.29	77,633.29
B	GENERAL FUND OUTSIDE VILLAGE		1,450.00	1,450.00
HG	DPW FACILITY PROJECT		823,322.25	823,322.25
Total:			902,405.54	902,405.54

Budget Modifications for October 21st, 2026 Town Board Meeting

General A Fund October 21st, 2026

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>		
A599 - Appropriated Fund Balance	A1420.402 - Attorney - FOILS	To cover year to date litigation expenses in excess of budgeted amount. This brings this account balance to \$0.	\$ 57,649.50		
A599 - Appropriated Fund Balance	A1420.420 - Attorney - Litigation	To cover year to date litigation expenses in excess of budgeted amount. This brings this account balance to \$0.	\$ 67,637.13	\$ 125,286.63	Total Fund Balance Used

General B Fund October 21st, 2026

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
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B599 - Appropriated Fund Balance	B1420.402 - Attorney/Legal - Planning Board	To cover year to date legal expenses in excess of budgeted amount. This brings this account balance to \$0.	\$ 19,142.00		
B599 - Appropriated Fund Balance	B1440.402 - Engineering - Planning Board	To cover year to date engineering expenses in excess of budgeted amount. This brings this account balance to \$0.	\$ 6,137.25	\$ 25,279.25	Total Fund Balance Used

Drainage District
#12 - Asbury-
Collins
October 21st, 2026

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
SD12-8540.100 - Maintenance - Personnel Service	SD12- 1440.400- Engineering- Contractual	To cover year to date Engineering expenses in excess of budgeted amount	\$ 392.82

Non Budget
Modification
Voucher Coding
Correction
October 21st, 2026

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>	
DA5130.400 - Machinery- Contractual	A5132.404 - Garage - Telephone	To correct coding on vouchers #484, 602, 725, 898 - These amounts should have come out of the DA fund, but were coded to A Fund. This correction will require a transfer from DA fund to A fund.	\$395.63, \$404.03, \$397.43, \$399.91	Total: \$1,597

CONSENT AGENDA MOTION M26-XX AND RESOLUTIONS 26-XX – 26-XX

RESOLUTION 26-

**CONSENT AGENDA MOTION M26-XX
AND RESOLUTIONS 26-XX – 26-XX**

The following Motion 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 Motion **M26-XX** and Resolutions **26-XX – 26-XX**, are hereby approved as presented and amended, and

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

Councilperson Judy Drake –

Councilperson Laurie Hemmings –

Councilperson Christine Montague –

Councilperson Joseph Wetmore –

Supervisor Ruth Groff –

Accordingly, the foregoing Motions and Resolutions were approved, carried, and duly adopted on October 21, 2026.

<< Date>>

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

Town of Lansing DPW
Attn. Michael Moseley, DPW Director
10 Town Board Rd.
Lansing NY 14882

Re: Proffer of Dedication of Gore of Land and at the
Terminus of Verizon Lane for Highway Purposes

Dear Supervisor Groff and DPW Director Moseley:

Please be advised that landowner United Storage TBR, LLC hereby formally offers to dedicate to the Town of Lansing a certain gore of land, being 5,190± ft² and shown as Lot 3, the "PROPOSED LOT TO BE CONVEYED TO THE TOWN OF LANSING," as depicted on the plat entitled "SURVEY MAP AND SUBDIVISION ~ LANDS OF UNITED STORAGE TBR, LLC, PART OF MILITARY LOT 84 ~ TOWN OF LANSING, COUNTY OF TOMPKINS ~ STATE OF NEW YORK," dated April 26, 2026 and certified by Brian M. Klumpp, L.L.S No. 050380, a copy of which is filed in the Tompkins County Clerk's Office as Instrument No. 2026-07784.

This land is offered in fee simple with the town to own such land in perpetuity, including to support and become, in part, part of the existing public highway known as Verizon Lane. This proffer of dedication remains open until accepted and may not be revoked.

If there are any questions or concerns regarding this offer, please feel free to contact me.

Yours, etc.

United Storage TBR, LLC

By: _____
William Duthie, Manager

WARRANTY DEED WITH LIEN COVENANTS

THIS INDENTURE, is made this ____ day of September, 2026, by and between:

UNITED STORAGE TBR, LLC, a New York limited liability company with offices at 431 Auburn Rd., Lansing, NY 14882,, herein the "Grantor"; and the

TOWN OF LANSING, an incorporated municipal subdivision of the State of New York, with offices at 29 Auburn Road, Lansing, New York 14882, herein the "Grantee."

WITNESSETH, that the Grantor, in consideration of good and valuable consideration in hand paid or provided by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns forever:

See Schedule "A" attached hereto and incorporated herein.

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, it being the purpose of this conveyance to dedicate such land to the Grantee for current and future highway purposes. The Grantor warrants that: (i) this dedication is in the regular and ordinary course of business of the Grantor; (ii) that the land hereby conveyed is not all or a substantial part of the assets of the Grantor and such conveyance will not now or foreseeably make Grantor insolvent or unable to pay its obligations as they arise; and (iii) the manager or officer signing this instrument for the Grantor is lawfully authorized to act by, for, and on behalf of Grantor.

AND the Grantor dues covenant as follows:

FIRST, that the Grantee shall quietly enjoy the said premises;

SECOND, that Grantor will forever WARRANT the title to said premises.

THIRD, that in compliance with Sec. 13 of the Lien Law, the Grantor will receive consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

In Presence of:

UNITED STORAGE TBR, LLC

By: _____
William Duthie, Manager

State of New York }
County of Tompkins } ss.:

On the ____ day of September, 2026, before me, the undersigned, personally appeared WILLIAM DUTHIE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his listed capacity, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

SCHEDULE A

LAND DESCRIPTION

ALL THAT TRACT, PARCEL, AND GORE OF LAND that is a part of Town of Lansing tax parcel number 30.-1-16.31 and 30.-1-16.32, as more particularly described as follows:

BEGINNING AT A POINT marked by an existing monument located at the northeasterly corner of lands of the Town of Lansing commonly known as Verizon Lane (497/676); and thence proceeding

S 88° 59' 00" E a distance of 15.00' to a point marked by a set 5/8" rebar with survey cap; and thence proceeding

N 01° 01' 00" E a distance of 75.00 feet to a point marked by a set 5/8" rebar with survey cap; and thence proceeding

N 88° 59' 00" W, passing through a point marked by a set 5/8" rebar with survey cap at 9.85', and continuing along such course a total distance of distance of 60.00' to a point marked by a set 5/8" rebar with survey cap; and thence proceeding

S 01° 01' 00" W a distance of 29.00' to a point marked by a set 5/8" rebar with survey cap; and thence proceeding

N 88° 59' 00" W a distance of 15.00' to a point marked by a set 5/8" rebar with survey cap; and thence proceeding

S 01° 01' 00" W a distance of 46.00' to a point marked by a set 5/8" rebar with survey cap; and thence proceeding

S 88° 59' 00" E along the existing northerly terminus of said Verizon Lane a distance of 60.00' to the point and place of beginning as marked by a monument (pipe), containing in all 5,190± ft², more or less, all as shown as Lot 3, a "PROPOSED LOT TO BE CONVEYED TO THE TOWN OF LANSING," as depicted upon a subdivision plat entitled "SURVEY MAP AND SUBDIVISION ~ LANDS OF UNITED STORAGE TBR, LLC, PART OF MILITARY LOT 84 ~ TOWN OF LANSING, COUNTY OF TOMPKINS ~ STATE OF NEW YORK," dated April 26, 2026 and certified by Brian M. Klumpp, L.L.S No. 050380, a copy of which is filed in the Tompkins County Clerk's Office as Instrument No. 2026-07784.

**RESOLUTION ACCEPTING DEDICATION OF EXTENSION OF VERIZON
LANE AT THE TERMINUS THEREOF FOR HIGHWAY PURPOSES**

RESOLUTION 26-

**RESOLUTION ACCEPTING DEDICATION OF EXTENSION OF VERIZON
LANE AT THE TERMINUS THEREOF FOR HIGHWAY PURPOSES**

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

WHEREAS, as part of a recent subdivision along Verizon Lane separating the Verizon lot and building from the United Storage business park parcels, which subdivision and related reviews (including by the Planning Board), identified a need for fire lane and highway improvements, including along Verizon Lane; and

WHEREAS, the owner of the land, United Storage TBR, LLC, has offered to dedicate the gore of land needed to expand and slightly extend Verizon Lane in accordance with the approved subdivision plat and approval conditions set forth by the Planning Board, being a gore of land approximately 5,190 square feet in total, as shown upon the final approved subdivision plat as approved and on file at the Tompkins County Clerks' Office (Instr. No. 2026-07784); and

WHEREAS, the Town Director of Public Works/Highway Superintendent has approved the proposed addition and extension of Verizon Lane, and this matter is a Type II SEQRA Action pursuant to 6 NYCRR 617.5 such that no further environmental review is required so, upon deliberation thereupon, the Town Board has duly

RESOLVED, that the Town hereby accepts the proffer of dedication of highway lands as set forth in the offer letter and proposed deed, and the Town Supervisor be and hereby is authorized to execute such instruments as are necessary or convenient to the filing of such deed to effect such dedication.

The question of the adoption of such 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 October 21, 2026.

RESOLUTION APPROVING PURCHASE OF KODIAK K42-30C RIDE ON FLOOR SCRUBBER 30” WITH STANDARD FEATURES

RESOLUTION 26-

RESOLUTION APPROVING PURCHASE OF KODIAK K42-30C RIDE ON FLOOR SCRUBBER 30” WITH STANDARD FEATURES

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

WHEREAS, the construction of the new Department of Public Works facility is nearing completion. To ensure proper maintenance and cleanliness of the newly installed flooring throughout the building, the Department of Public Works has now confirmed and identified its need for one Kodiak K42-30C Ride on Floor Scrubber 30” with standard features and the Highway Superintendent/Director of Public Works has followed The Town of Lansing Procurement Policy and the requirements of General Municipal Law. Three (3) written quotes were obtained for one Kodiak K42-30C Ride on Floor Scrubber 30” with standard features for pricing such equipment; and

WHEREAS, after review of the three (3) written quotes, the Highway Superintendent/Director of Public Works has chosen Kepner Equipment as the lowest bid; and

WHEREAS, the Town Board has fully reviewed such need and the options for the same, and the Highway Superintendent/Director of Public Works now wishes to use funds from account HG1640.295, dedicated for this sole purpose, and seeks verification from the Town Board to make such purchase; and

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

RESOLVED, that the Town Board affirms that account HG1640.295, in the amount of \$17,865.00, is intended to be used for this equipment purchase for the Department of Public Works; and

BE IT FURTHER RESOLVED, that the Highway Superintendent/Director of Public Works or his designee be and hereby are authorized to purchase one Kodiak K42-30C Ride on Floor Scrubber 30” with standard features, not to exceed \$17,865.00 from HG1640.295.

The question of the adoption of such 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 October 21, 2026.

**RESOLUTION APPROVING PURCHASE OF JCB 1303-TLT-66-38 LPG-2WS
TELETRUK FORKLIFT**

RESOLUTION 26-

**RESOLUTION APPROVING PURCHASE OF JCB 1303-TLT-66-38 LPG-2WS
TELETRUK FORKLIFT**

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

WHEREAS, the Department of Public Works has confirmed and identified its need for one JCB 1303-TLT-66-38 LPG-2WS Teletruk Forklift and has utilized the New York State Office of General Service (NYSOGS) #23345 and SourceWell #020223-JCB list for pricing a JCB 1303-TLT-66-38 LPG-2WS Teletruk Forklift; and

WHEREAS, the Town Board has fully reviewed such need and the options for the same, and the Highway Superintendent/Director of Public Works now wishes to use funds from account HG1640.285, dedicated for this sole purpose, and seeks verification from the Town Board to make such purchase; and

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

RESOLVED, that the Town Board affirms that funds from HG1640.285 are intended to be used for this equipment purchase for the Department of Public Works; and

BE IT FURTHER RESOLVED, that the Highway Superintendent/Director of Public Works or his designee be and hereby are authorized to effect the following purchase per NYSOGS and SourceWell for one JCB 1303-TLT-66-38 LPG-2WS Teletruk Forklift not to exceed \$71,613.53 from HG1640.285.

The question of the adoption of such 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 October 21, 2026.

**RESOLUTION APPROVING THE PURCHASE OF ONE SET OF ROTARY LIFT
PORTABLE (4) COLUMN LIFTS**

RESOLUTION 26-

**RESOLUTION APPROVING THE PURCHASE OF ONE SET OF ROTARY LIFT
PORTABLE (4) COLUMN LIFTS**

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

WHEREAS, the Department of Public Works has confirmed and identified its need for one Rotary Lift Portable (4) Column Lifts and has utilized the U.S. General Services Administration (GSA) Contract #GS07F29AA list for pricing one set of Rotary Lift Portable (4) Column Lifts; and

WHEREAS, the Town Board has fully reviewed such need and the options for the same, and the Highway Superintendent/Director of Public Works now wishes to use funds from account HG1640.290, dedicated for this sole purpose, and seeks verification from the Town Board to make such purchase; and

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

RESOLVED, that the Town Board affirms that funds from HG1640.290 for \$55,000.00 are intended to be used for this equipment purchase for the Department of Public Works; and

BE IT FURTHER RESOLVED, that the Highway Superintendent/Director of Public Works or his designee be and hereby are authorized to effect the following purchase per GSA Contract #GS07F29AA for one set of Rotary Lift Portable (4) Column Lifts, not to exceed \$55,000.00 from HG1640.290.

The question of the adoption of such 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 October 21, 2026.

**Christine Montague
Town Board Member Report
October 2026**

Lansing Housing Authority, Sept 28

- The Woodsedge community had multiple new social events, including a band, a singing group, and dinners brought by the Methodist Church.
- The Maintenance Supervisor is working to replace WIFI routers, get the trees trimmed, and fix the parking lot drain. He'll set up fire safety training with the Fire Department.

Tompkins County Youth Services Advisory Board, Sept 28

- The County Youth Services department had new hires for Deputy Director and Youth Services Specialist, Coordinator of Community Youth, and Youth Services Specialist.
- They had a Wellness Domain event to bring together funded agencies, Cornell Cooperative Extension, Probation, Dept of Social Services, Workforce Development, County Administration, Tompkins County Legislators, and Community Partners.

Chamber of Commerce event in Lansing, Sept 29

- Tompkins Co. Chamber of Commerce met with Lansing community members and business owners. A positive in the last year is the Town starting on the zoning rewrite. The business owners criticized the County's minimum wage study, saying it didn't look at farms and young people working summer jobs, and that the business viewpoint was misrepresented and underrepresented. They believe the County will lose some businesses to other counties. The Chamber asked business owners to calculate the financial hit a minimum wage increase would cause. They encouraged those present to communicate with all the county legislators directly.
- The business owners also said the Town needs to be seen as more business-friendly to attract investment. They said the impediments to building in Lansing are too high and businesses move to other towns. They wished for a more vibrant town center to get people to spend money in Lansing, instead of driving through Lansing to spend in Ithaca. Although the hurdle for that area is no sewer infrastructure.
- They discussed how to encourage residents, especially young people, to support local businesses. Apparently our population is aging. The opportunity in Lansing is tourism, and businesses need a way to encourage tourists to spend time and money.

Conservation Advisory Council, Oct 7

- Our Climate Smart Communities application was not approved, so we had a visit from our representative from Southern Tier 8 Regional Board to help us determine more actions the

Town has done or can do in the next year before reapplying. One is a resolution adding a member of the government, listing the members of the CAC on the Climate Smart Communities task force, and listing a member of Town staff, such as a Planner, as a coordinator. Other actions include participating in educational events with groups outside of town on particular subjects, or providing details on the new HVAC system, LED street lights, and any energy-saving additions in the new DPW building. One issue with actions like benchmarking our energy use in Town buildings is that we were doing it through Cornell Cooperative Extension's Clean Energy Communities, but NYSERDA needs to approve their new plan so the funding can go through. The new hazard mitigation plan being written with the County will provide the climate vulnerability assessment to add to our application. Other actions that could provide points would be setting up charging stations, and buying electric landscaping equipment. Our Southern Tier Board representative will send information about grants for charging stations when they open up.

**Joseph Wetmore
Town Board Member Report
October 2026**

Planning Board

Monday, September 28:6:30 – 8:30pm

* The Planning Board reviewed a Minor Subdivision application for 126 Scofield Road (TPN 38.-1-6.5), submitted by James Robertson, to subdivide the existing 5-acre parcel into Parcel A (2.24 acres) and Parcel B (2.76 acres), creating a flag lot in the R3 zoning district. Mr. Robertson was present to discuss the project. The Board reviewed the sketch plan and scheduled a public hearing for the next meeting. The project was classified as an Unlisted/Uncoordinated Action under SEQR.

* The Planning Board reviewed a Site Plan Review application for 18 Eastlake Road (TPN 42.-1-54.1), submitted by property owner David Johnson, for the proposed expansion of a recreational facility in the R1 Residential Low-Density District. Mr. Johnson was present to discuss the project, including the proposed two-story addition, lounges for the tennis/pickleball and axe-throwing areas, storage shed, enclosed lattice, vending, and proposed phases of work. The Board also discussed the existing recreational facility and the size of the proposed addition. The project was classified as an Unlisted/Uncoordinated Action under SEQR. The Board scheduled a public hearing for the next meeting.

* The Planning Board reviewed a Site Plan Review application for 339 Jerry Smith Road (TPN 16.-1-10.2), submitted by Melissa Aucompaugh of Environmental Design Partnership, for a proposed large-scale battery energy storage facility in the AG zoning district. Ryan McCune was present to discuss the project. The Board discussed coordination with the Fire Department, the IDA, a potential Host Community Agreement, noise, transformers, construction and installation timing, emergency response and fire truck access, GML 239 review, and SEQR lead agency requirements and conditions.

* The Planning Board considered the Town of Lansing's request for immunity from review for the proposed subdivision of Town-owned lands at 10 Town Barn Road (TPN 30.-1-16.12). The subdivision is intended to allow for the installation of additional water meters. The project was classified as a Type II action under SEQR, requiring no further environmental review. Following discussion, the Board approved the request for immunity.

Zoning Advisory Committee

Wednesday, September 30:3:00 – 5:00pm

The committee reviewed the preliminary base zoning district framework and draft use table without the consultants present. The meeting served as a brainstorming session to give committee members an opportunity to discuss key issues and provide feedback. Members expressed frustration that a draft zoning map had not been provided for review. The absence of the map made it difficult to evaluate how the proposed zoning districts might be

applied geographically and to consider how the draft framework would affect specific areas of the Town. Committee members also raised concerns that meeting materials were distributed or presented at the last minute, leaving insufficient time to review the information in advance and prepare for a more productive discussion.

Rural By Design

Thursday, October 1:4:00 – 9:00pm

Randall Arendt presented his conservation-design approach at the Southern Tier Section event, “Rural By Design — Open Space in New Development.”

Arendt’s approach, described in his book *Rural by Design*, offers a planning framework for accommodating residential growth while protecting the landscapes and community features that contribute to rural and suburban quality of life.

Full report attached. (Report is available in the Town Clerk’s Office)

Rural By Design

Friday, October 2:9:00 – 11:00am

Follow up session with Randall Arendt, focusing on affordable housing.

Zoning Advisory Committee

Wednesday, October 7:3:00 – 5:00pm

The committee reviewed the draft zoning map and discussed the definitions of the proposed zoning districts, along with the potential implications of the proposed changes. Discussion focused on how the revised district boundaries and definitions could affect land use, development, and the application of zoning regulations throughout the Town.

The committee also discussed revisions to the special permit process. The goal is to move away from the current process, in which special permit applications are referred to the Town Board without clearly defined review criteria, and toward a more structured approach that establishes clear standards for evaluating proposed projects. Under the proposed approach, the Planning Board would have a more effective role in reviewing applications against established criteria, allowing for a more consistent and substantive review of potential impacts. Establishing clearer standards would also help identify projects that could qualify for administrative approval, streamlining the review process while ensuring that projects are evaluated appropriately.

Monthly Check-In | Lansing Smart Growth Zoning Update (C1003123)

Tuesday, October 6:10:00 – 11:00am

The meeting focused on the progress of the Lansing Smart Growth Zoning Update and the status of the project schedule. We discussed the committee’s frustration with meeting materials being provided at the last minute and frequent postponements of meetings. There was agreement on the need to bring the project back on schedule, establish a realistic timeline, and avoid setting deadlines that cannot reasonably be met.

The Town's project deliverables for the Zoning Code Update were also reviewed. The review identified several items that appeared to be missing from the materials submitted to date. The consultant agreed to provide the outstanding documentation to the State to ensure the project deliverables are complete and up to date.

Owasco Lake Watershed Management Council, Inc.

Tuesday, October 20·10:00 – 11:30am

- Director's Report
- Treasurer's Audit and Finance Report
 - August 2026 Financials Approval
 - September 2026 Financials Approval
- Lake Level Report
- NYSDEC Finger Lakes Watershed Program
- Owasco Watershed Lake Association Update
- Watershed Inspection Monthly Report

**RESOLUTION MEMORIALIZING CHANGES TO TENTATIVE BUDGET AND
AUTHORIZING PREPARATION AND FILING OF PRELIMINARY BUDGET**

RESOLUTION 26-

**RESOLUTION MEMORIALIZING CHANGES TO TENTATIVE BUDGET AND
AUTHORIZING PREPARATION AND FILING OF PRELIMINARY BUDGET**

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

WHEREAS, pursuant to Town Law Article 8, and §§ 106 and 107 therein, the Town and its various officers and employees coordinate fiscal reviews and activities to help and cause the Town's Budget Officer to prepare a Tentative Budget and such Tentative Budget is presented formally by the Town Clerk and the Town Board thereafter reviews, investigates, updates and amends the same, whereupon it becomes a Preliminary Budget; and

WHEREAS, a Preliminary Budget must exist by a specific date and public hearings are held thereupon before the formality of adoption by formal vote and resolution as a Final Budget; and

WHEREAS, upon deliberation hereupon, the Town Board of the Town of Lansing has hereby RESOLVED as follows:

1. To date, the agreed-upon changes and updates to the Tentative Budget consist of the following:

Changes to Tentative Budget for Preliminary

Changes to Tentative Budget per 9/23/26 Budget Meeting

A Fund Expenditures

- 1) **A1220.110 – Supervisor - Bookkeeper/Personnel Officer –** Increase from \$91,374.40 to \$91,395.20 to correct rounding error
- 2) **A1220.140 – Supervisor – Accountant –** Increase from \$81,746.86 to \$83,398.12 to account for step increase in 2027
- 3) **A1440.408- Engineer- Town Center –** Remove \$2,500 changing to \$0
- 4) **A1440.409 – Engineer – Ludlowville Rd –** Remove \$5,000 changing to \$0
- 5) **A4989.400 – Health – PPE –** Decreased from \$15,450 to \$10,000
- 6) **A7020.100 – Parks/Rec Admin- Personal Services –** Decreased from \$88,945 to \$83,945 to correct clerical error
- 7) **A7020.120 – Parks/Rec Admin – Personal Services –** Decrease from \$121,285 to \$109,155.80. Original amount was total salary, and a portion was already included in A1610.100

- 8) **A8745.400- Flood & Erosion – Contractual** – Removed \$25,000, changing to \$0. Amount was moved to DB Fund.
- 9) **A8745.401- Flood & Erosion – Equipment Rental** – Removed \$20,000, changing to \$0. Amount was moved to DB Fund.

A Fund Revenues

- 1) **A2410 – Use of Money & Property – Rental/Lease of Real Property** – Removed \$8,500, changing to \$0 as Scoops lease is ending
- 2) **A2411 – Use of Money & Property – Scoops** – Removed \$1,000, changing to \$0, as Scoops lease is ending
- 3) **A3017- State Aid – Loss of Public Utility Valuation** – Decreased from \$16,330 to \$13,479.92 to reflect correct amount for 2027

B Fund Expenditures

- 1) **B8010.410 – Zoning – ZBA Stipened** – Increase from \$3,100 to \$3,550 to account for one alternate member
- 2) **B8020.400- Planning – Contractual** – Increased from \$30,200 to \$31,000 to account for increase in stormwater dues
- 3) **B8020.431- Planning – Land Use Ordinance – Contractual** – Increase from \$0 to \$10,000 for provide funds for zoning re-write mailers
- 4) **B8020.433- Planning – Conservation Advisory Committee** – Decrease from \$6,000 to \$5,225 per complete budget from CAC chair

B Fund Revenues

- 1) **B2770-Miscellaneous Receipts** – Change to \$0 from \$900

DB Fund Expenditures

- 1) **DB5110.400 – Street Maintenance- Contractual** – Increase from \$355,586 to \$520,586 to move funds for Lockerby Hill project

DB Fund Revenues

- 1) **DB2089 – Grants Received** – Increase from \$0 to \$202,000 to reflect grants accepted in 2026 to be received in 2027 for Lockerby Hill and East Lansing Projects. There will be two separate grants.

Additional Changes to Tentative Budget

A Fund Expenditures

- 1) **A1420.403- Attorney – Baker V. Wetmore** – Increase from \$20,000 to \$120,000 per estimated cost
- 2) **A1420.420- Attorney – Litigation** – Decrease from \$300,000 to \$225,000 per projected costs
- 3) **A9060.800 – Hospital & Medical Insurance** – Increase from \$455,430.92 to \$502,125.69 due to finalized rate change, employee elections, and payroll allocation changes

A Fund Revenues

- 1) **A1001- Real Property Taxes** – Increase from \$3,250,509 to \$3,343,087
- 2) **A1081- Payment in Lieu of Taxes** – Increase from \$6,814.56 to \$7,008.95
- 3) **A2401- Interest & Earnings** – Increase from \$60,000 to \$70,000 to reflect year to date 2026 earnings

B Fund Expenditures

- 1) **B1620.400- Buildings- Contractual** – Created new code, and added \$2,600 to account for Spectrum fiber bill in new Town building
- 2) **B8020.403- Planning – Delaware River Solar** – Increase from \$0 to \$4,000 to account for projected project costs
- 3) **B9060.800- Hospital & Medical Insurance** – Decrease from \$203,818.65 to \$199,644.21 due to finalized rate change, employee elections, and payroll allocation changes

B Fund Revenues

- 1) **B1001 – Real Property Taxes** – Increase from \$225,000 to \$250,000
- 2) **B1120 – Sales Tax** – Increase from \$650,000 to \$700,000
- 3) **B2401 – Interest & Earnings** – Decrease from \$21,000 to \$16,000 to reflect year to date 2026 earnings

DA Fund Expenditures

- 1) **DA5142.200 – Snow Removal- Town – Equipment** – Remove Case Wheel loader from equipment budget decreasing line from \$179,180 to \$124,371
- 2) **DA5148.200- Snow Removal- Other- Equipment** – Remove Case Wheel loader from equipment budget decreasing line from \$64,017 to \$9,208

- 3) **DA9060.800- Hospital & Medical Insurance** – Increase from \$163,109.65 to \$175,104.36 due to finalized rate change, employee elections, and payroll allocation changes

DA Fund Revenues

- 1) **DA1001- Real Property Taxes** – Decrease from \$1,966,709 to \$1,770,038
- 2) **DA1081- Payment in Lieu of Taxes** – Decrease from \$4,123.73 to \$3,711.20

DB Fund Expenditures

- 1) **DB1440.400 – Engineering- Contractual** – Created new account code and added \$2,000 for Delaney fee schedule update
- 2) **DB5110.200- Street Maintenance – Equipment** – Remove Case Wheel loader from equipment budget decreasing line from \$252,600 to \$197,791
- 3) **DB9060.800- Hospital & Medical Insurance** – Decrease from \$217,249.15 to \$208,719.20 due to finalized rate change, employee elections, and payroll allocation changes

DB Fund Revenues

- 1) **DB1001 – Real Property Taxes** – Decrease from \$250,000 to \$150,000
- 2) **DB1120 – Sales Tax** – Decrease from \$1,450,000 to \$1,400,000

SS1 Fund Expenditures

- 1) **SS1-1440.400- Engineering- Contractual** – Increase from \$8,000 to \$10,000. Additional \$2,000 for Delaney fee schedule update
- 2) **SS1-8110.100- Sewer Admin-Personnel Services** – Increase from \$7,760 to \$10,088 to reallocate wages
- 3) **SS1-8120.400- Sewer-Contractual** – Decrease from \$10,404 to \$5,404
- 4) **SS1-9060.800- Hospital & Medical Insurance** – Increase from \$7,734.39 to \$9,264.89 due to finalized rate change, employee elections, and payroll allocation changes

SS1 Fund Revenues

- 1) **SS1-1031- Real Property Taxes – Flat Rate** – Increase from \$5,425 to \$6,925
- 2) **SS1-2120- Department Income – Sewer Rents** – Increase from \$279,400 to \$356,672
- 3) **SS1-2590- Sewer Permits** – Increase from \$1,050 to \$2,800

SS3 Fund Expenditures

- 1) **SS3-1420.400 – Attorney Contractual** – Decrease from \$2,000 to \$1,000
- 2) **SS3-1440.400- Engineer Contractual** – Decrease from \$4,000 to \$3,000
- 3) **SS3-8110.100- Joint Sewer Project – Personnel Services** – Decrease from \$2,328 to \$0 to reallocate wages
- 4) **SS3-8120.400- Sanitary Sewers – Contractual** – Decrease from \$5,000 to \$2,000
- 5) **SS3-9060.800- Hospital & Medical Insurance** – Decrease from \$1,069.04 to \$460.57 due to finalized rate change, employee elections, and payroll allocation changes

SS3 Fund Revenues

- 1) **SS3-1031 – Real Property Taxes – Flat Rate** – Increase from \$615 to \$785
- 2) **SS3-2120 – Department Income – Sewer Rents** – Increase from \$48,954 to \$62,172

SW Fund Expenditures

- 1) **SW1440.400- Engineering – Water Administration** – Increase from \$45,000 to \$47,000. Additional \$2,000 is for Delaney CMS for fee schedule update
- 2) **SW8340.200- Transmission & Distribution – Equipment** – Remove Case Wheel loader from equipment budget, decreasing line from \$189,246 to \$134,437
- 3) **SW8340.401 – Transmission & Distribution CWD Repairs** – Decrease from \$88,258 to \$78,258
- 4) **SW9060.800- Hospital & Medical Insurance** – Decrease from \$93,358.81 to \$90,387.39 due to finalized rate change, employee elections, and payroll allocation changes

SW Fund Revenues

- 1) **SW2140 – Department Income- Metered Water Sales** – Increase from \$1,104,464 to \$1,120,631.22
- 2) **SW2141- Department Income – Lansing Station/Algerine** – Increase from \$32,800 to \$33,519.12
- 3) **SW2142- Department Income – Drake Rd CWD#2-** Increase from \$3,625 to \$3,707.88
- 4) **SW2143- Department Income – Drake Rd CWD #4-** Increase from \$7,000 to \$7,104.87
- 5) **SW2415- Department Income – Peruville Rd CWD #5-** Increase from \$2,400 to \$2,433.23

2. These changes shall be made to the Tentative Budget, which shall become a Preliminary Budget and subjected to public hearing as required by law.

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 October 21, 2026.

RESOLUTION INTRODUCING PROPOSED LOCAL LAW # __ OF 2026 OF THE TOWN OF LANSING TO AMEND CERTAIN PROVISIONS OF THE CODE OF THE TOWN OF LANSING CHAPTER 270: ZONING AND SCHEDULING PUBLIC HEARING FOR SAID PROPOSED LOCAL LAW

RESOLUTION 26-

RESOLUTION INTRODUCING PROPOSED LOCAL LAW #__ OF 2026 OF THE TOWN OF LANSING TO AMEND CERTAIN PROVISIONS OF THE CODE OF THE TOWN OF LANSING CHAPTER 270: ZONING AND SCHEDULING PUBLIC HEARING FOR SAID PROPOSED LOCAL LAW

WHEREAS, the Town Board of the Town of Lansing is authorized to provide for the governance of the town and guide development and land uses in the town; and

WHEREAS, the Town Board is authorized to adopt zoning provisions and local laws that advance and protect the health, safety, and welfare of the community; and

WHEREAS, on July 14, 2026, Governor Hochul issued Executive Order 62 Establishing a Temporary Moratorium on Data Centers in New York while the State Develops Higher Standards for Data Center Development and Benefits Blueprint to Support Localities; and

WHEREAS, Executive Order 62 creates considerable uncertainty for the Town of Lansing; and

WHEREAS, the Town Board has concerns regarding the potential impacts of the siting and operation of cryptocurrency data mines and data centers on land use development, energy use, water use, water quality, air quality, noise, lighting, quality of life, and other potential environmental impacts that impact the health, safety, and welfare of the community; and

WHEREAS, the Town Board determined it is in the best interests of the Town of Lansing to take action regarding the potential siting and operation of cryptocurrency data mines and data centers; and

WHEREAS, said proposed Local Law proposes amending Town of Lansing Zoning Code § 270-3 by defining “Cryptocurrency”, “Cryptocurrency Data Mine”, “Data Center”, “General Processing” and otherwise taking no action to amend the Schedule of Land Uses or Activities;

WHEREAS, the Code of the Town of Lansing § 270-8 provides that any land use not specifically permitted under Chapter 270 shall be a disallowed use unless a use variance therefor shall be properly obtained, unless such use is a lawful pre-existing, non-conforming use, or unless such use is permitted in any newly created zone; and

WHEREAS, the Town of Lansing Zoning Board of Appeals previously interpreted general processing to include anything that can be processed by a business;

WHEREAS, the Town Board has determined that it is necessary to define “General Processing” so that such use only includes the processing of tangible materials, commodities, or products and does not include facilities whose principal function is the storage, processing, transmission, or management of digital data by computer servers or other information technology equipment;

WHEREAS, without such corresponding amendment to define general processing, one could continue to interpret the Schedule of Land Uses or Activities to permit data centers as facilities for general processing;

WHEREAS, the Town Board has determined that this action is a Type I SEQRA Action due to said proposed Local Law proposing to change the allowed uses in one or more zones that are in excess of 25 acres; and

WHEREAS, the Town Board is the only Involved Agency and thus hereby declares itself as Lead Agency for environmental review; and

WHEREAS, the Town Board has determined that this proposed action is subject to General Municipal Law § 239-m; and

WHEREAS, the Town Board has determined that this proposed action is subject to Town Zoning Code § 270-58; and

WHEREAS, upon deliberation there upon, the Town Board of the Town of Lansing it is hereby

RESOLVED, that the Town Clerk is hereby authorized and directed to cause a copy of said proposed Local Law to be delivered to the Town of Lansing Planning Board and the Tompkins County Planning Department; and it is further

RESOLVED, that a public hearing will be held on the 17th day of November, 2026, at 6:31 pm, to consider public input and comments upon such proposed Local Law, and to hear all persons, at the Lansing Middle School Auditorium at 6 Ludlowville Road, Lansing, New York, interested in the subject thereof, and to take such action thereon as is required or permitted by law; and it is further

RESOLVED, that the Town Clerk of the Town of Lansing, Tompkins County, New York, is hereby authorized and directed to cause a Notice of Public Hearing to be published in the official newspaper of the Town of Lansing, and also to post a copy thereof on the Town signboard maintained by the Town Clerk, in accord with the law.

The question of the adoption of such 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 October 21, 2026.

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 – _____