



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, July 17, 2024
6:30 PM

AGENDA

SUBJECT TO CHANGE

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

VIEW THE MEETING LIVE - TOWN OF LANSING YOUTUBE CHANNEL

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

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Hearing on Proposed Local Law No. 3 of 2024 - Override Tax Levy Limit**
 - a. Motion to Open/Close
5. **Resolutions**
 - a. Resolution Adopting Local Law No. 3 of 2024 to Override Tax Levy Limit Established in General Municipal Law §3-C
6. **Presentation**
 - a. Results of Gap Analysis - John Steinmetz, Colliers Engineering and Design
7. **Resolutions**
 - a. Motion Authorizing Supervisor to Sign Contract with Colliers Engineering & Design
 - b. Resolution to Apply for Smart Growth Grant Funding
8. **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
9. **Department Reports**
 - a. **Lansing Community Library Report** – Annie Johnson
 - b. **Lansing Youth Services Report** – Richard Alvord
 - c. **Tompkins County Legislator Report** – Mike Sigler
 - d. **Highway Report** – Mike Moseley
 - e. **Parks and Recreation Report** – Patrick Tyrrell
 - f. **Director of Planning Report** – John Zepko
 - g. **Engineer’s Report** – Dave Herrick

[h.](#) **Town Clerk Report** - Debbie Munson

10. Consent Agenda

11. Motions and Resolutions

- [a.](#) Motion Authorizing Supervisor to Sign Grant Application to Park Foundation for Comprehensive Trails Plan
- [b.](#) Resolution to Dissolve CWDX3
- [c.](#) Resolution Approving Audit and Budget Modifications and Supervisor's Report

12. Board Member Reports

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

13. Work Session

- [a.](#) Town Hall HVAC Project
- [b.](#) Town Board Send a Request to NYSDOT to Remove the Curve on NYS Route 34 at Peruville and Triphammer Intersection
- [c.](#) Review of Spectrum Franchise Agreement

14. Executive Session if Needed

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

15. 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.

**TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK
LOCAL LAW NUMBER 3 OF 2024**

**TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW §3-C**

Be it enacted by the Town of Lansing as follows:

SECTION 1: LEGISLATIVE INTENT: This Local Law shall be known as “Local Law, Number 3 of 2024”. It is the intent of Local Law Number 3 of 2024 to override the limit on the amount of real property taxes that may be levied by the Town of Lansing, County of Tompkins pursuant to General Municipal Law §3-C, and to allow the Town of Lansing, County of Tompkins to adopt a Town budget for (a) Town purposes, and (b) any other special or improvement district, and Town improvements provided pursuant to Town Law Article 12-C, governed by the Town Board for the fiscal year beginning January 1, 2025 and ending December 31, 2025 that requires a real property tax levy in excess of the “Tax Levy Limit” as defined by General Municipal Law §3-C.

SECTION 2: AUTHORITY: This Local Law is adopted pursuant to subdivision 5 of General Municipal Law §3-C, which expressly authorizes the Town Board to override the Tax Levy Limit by the adoption of a Local Law approved by vote of at least sixty (60%) of the Town Board.

SECTION 3: TAX LEVY LIMIT OVERRIDE: The Town Board of the Town of Lansing, County of Tompkins is hereby authorized to adopt a budget for the fiscal year 2025 that requires a real property tax levy in excess of the limit specified in General Municipal Law §3-C.

SECTION 4: SEVERABILITY: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5: EFFECTIVE DATE: This Local Law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION ADOPTING LOCAL LAW NO. 3 OF 2024 TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-C

RESOLUTION 24-

RESOLUTION ADOPTING LOCAL LAW NO. 3 OF 2024 TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-C

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

WHEREAS, the Town Board of the Town of Lansing is hereby authorized to adopt a budget for the fiscal year 2025; and

WHEREAS, the proposed Local Law No. 3 of 2024 proposes to authorize the Town Board to override the limit on the amount of real property taxes that may be levied by the Town of Lansing, County of Tompkins, for the fiscal year beginning January 1, 2025 and ending December 31, 2025, so as to allow, if necessary or desired, a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-C; and

WHEREAS, a public hearing was duly held upon July 17, 2024, at the Lansing Town Hall, 29 Auburn Road, Lansing, New York, whereas the public was invited to comment upon the proposed Local Law, and whereat all persons interested in the subject were duly heard and all evidence submitted, if any, was duly received; and

WHEREAS, upon due deliberation thereupon, and in consideration of all discussions and matters arising from or in relation to the aforesaid public hearing, the Town Board of the Town of Lansing has hereby resolved, and thus be it so enacted, as follows:

RESOLVED, that Local Law No. 3 of 2024 be and hereby is approved and adopted in the form as presented to this meeting, and in such form “be it so enacted”; and it is further

RESOLVED, that in accord with §21 of the Municipal Home Rule Law, the final adopted version of this Local Law shall be presented to the Supervisor for approval; and it is further

RESOLVED, that upon such approval by the Supervisor (or other approval occurring pursuant to said §21 of the Municipal Home Rule Law), and within 20 days after the final adoption of this Local Law, the Town Clerk shall file a certified copy of this Local Law, together with the required certifications, if any, as follows: (i) in the Office of the Town Clerk; and (ii) with the New York State Secretary of State as required by Municipal Home Rule Law §27 (said filing may be made by delivery to the NYS Department of State, Division of Corporations, State Records and Uniform Commercial Code, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231).

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

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

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on July 17, 2024.

Our Findings

Comprehensive Plan & Zoning Code Gap Analysis

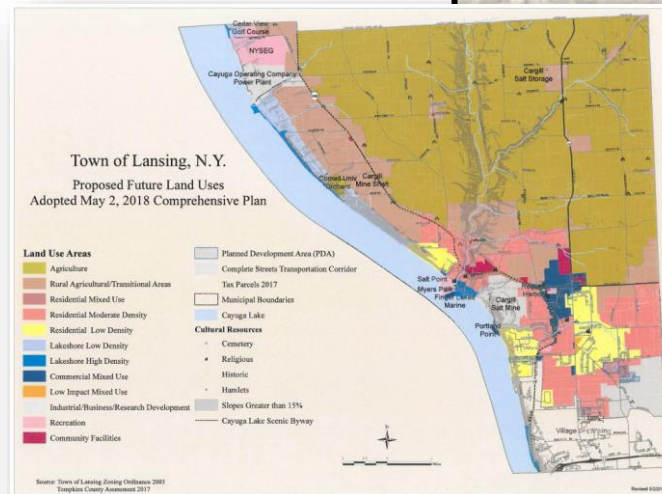
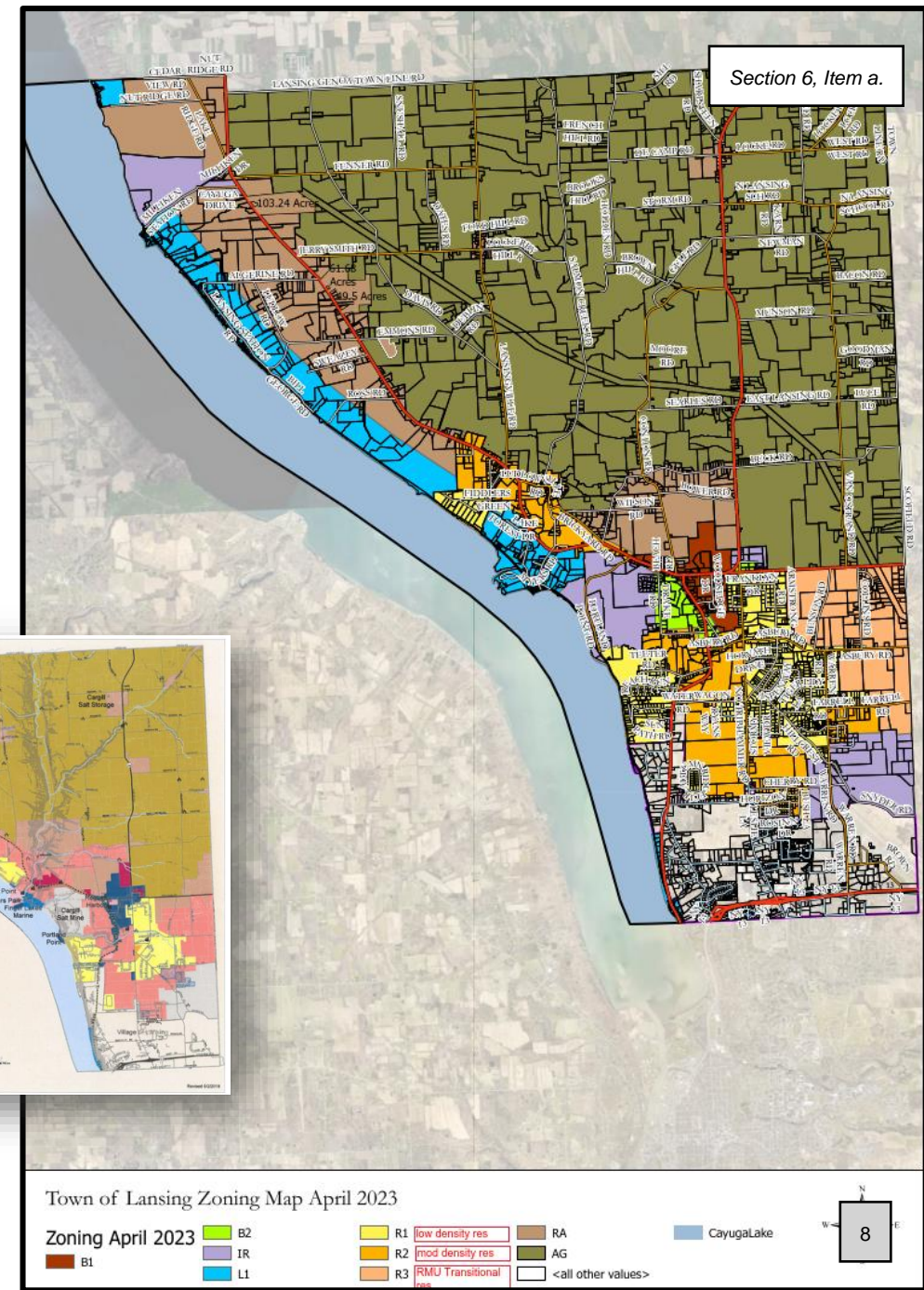
July, 2024



Best Practice

NYS TOWN LAW §272-a, 11(a)

“All town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this section.”



AL FIORILLE, PLANNING BOARD CHAIRPERSON

LARRY SHARPSTEEN, PLANNING BOARD

RUTH GROFF, TOWN SUPERVISOR

JOHN ZEPKO, DIRECTOR OF PLANNING

JOE WETMORE, TOWN BOARD

STAKEHOLDER INTERVIEWS

Stakeholder Interviews

- Comprehensive Plan works well as a guide
- Experiencing housing pressure
- Water and sewer service limits development
- Difficult to balance the desire to grow the tax base with keeping development in character with Lansing
- Site plan reviews have been successful
 - Dandymart
 - Dollar General

2018



Town of Lansing, NY - Comprehensive Plan - Adopted 5/2/18

COMPREHENSIVE PLAN

Comprehensive Plan Overview

Adopted in 2018

26 recommendations relate to zoning code updates

- 18 direct
- 8 indirect

Chapter 3: Goals and Recommendations

Introduction: Each of the Comprehensive Planning Committee members were asked to develop a list of 3-5 priority issues relating to their specialty areas. The following lists were developed by the Committees to form the basis of recommendations that will be submitted as a part of the final documents and ultimately adopted by the Town Board. The following chapter lists the various Goals and Recommendations discussed by the various Comprehensive Plan Sub-Committees and their recommendations to the Lansing Town Board. It is not the intent of this comprehensive plan to create law, any policy / regulation recommendations are just that – recommendations – and should not be construed as law.

Agriculture:

Agriculture Plan Priority Recommendations:

- Change most of the current Rural Agriculture (RA) zoning district to an Agriculture Zone (AG) and permit uses most compatible with farming.
- Review the definition of agriculture in the zoning code and develop a uniform definition consistent with the diversity of farming enterprises in the town and with NYS Agriculture District Law.
- Encourage infill development in southern Lansing.
- Explore options for keeping critical high quality farm parcels that come up for sale available for farming.
- Identify key farm properties to target for NYS Farmland Protection funding to preserve prime farmland.
- Seek funding and other opportunities to expand and strengthen agriculture and the contribution it makes to the town's economy.



Agriculture (AG) Goals and Recommendations:

Goal AG-1: Increase general agriculture awareness and support for the Town's agriculture industry.

Recommendations:

AG-1A Establish education and outreach programs that pertain to the Town's right to Farm Law & State Ag District Law.

AG-1B Strengthen real estate property disclosure of "Right to Farm" in Ag Districts

Key Themes

- 1. Focus development near existing infrastructure**
 - Infill development/redevelopment
 - Increase density
- 2. Increase mixing of uses**
- 3. Mechanisms like form-based tools/design guidelines**
 - Preserve and enhance Lansing's character
- 4. Preserve and promote uses central to Lansing's identity**
 - Agriculture
 - Open Space/Recreation
 - Tourism
 - Natural Resources

Preserve Agriculture

Goal AG-2

Create a supportive environment for farming.

Recommendations:

- **AG-2B** Limit development not compatible with farming within agricultural areas.
- **AG-2B** Create a new Agricultural Zoning district in dominant agricultural areas.

Completed!

Others Include

- **Focus Development Near Existing Infrastructure**
- **Increase Mixing of Uses**
- **Mechanisms to Preserve and Enhance Lansing's Character**
- **Preserve Open Space**
- **Promote Tourism**
- **Protect Natural Resources**

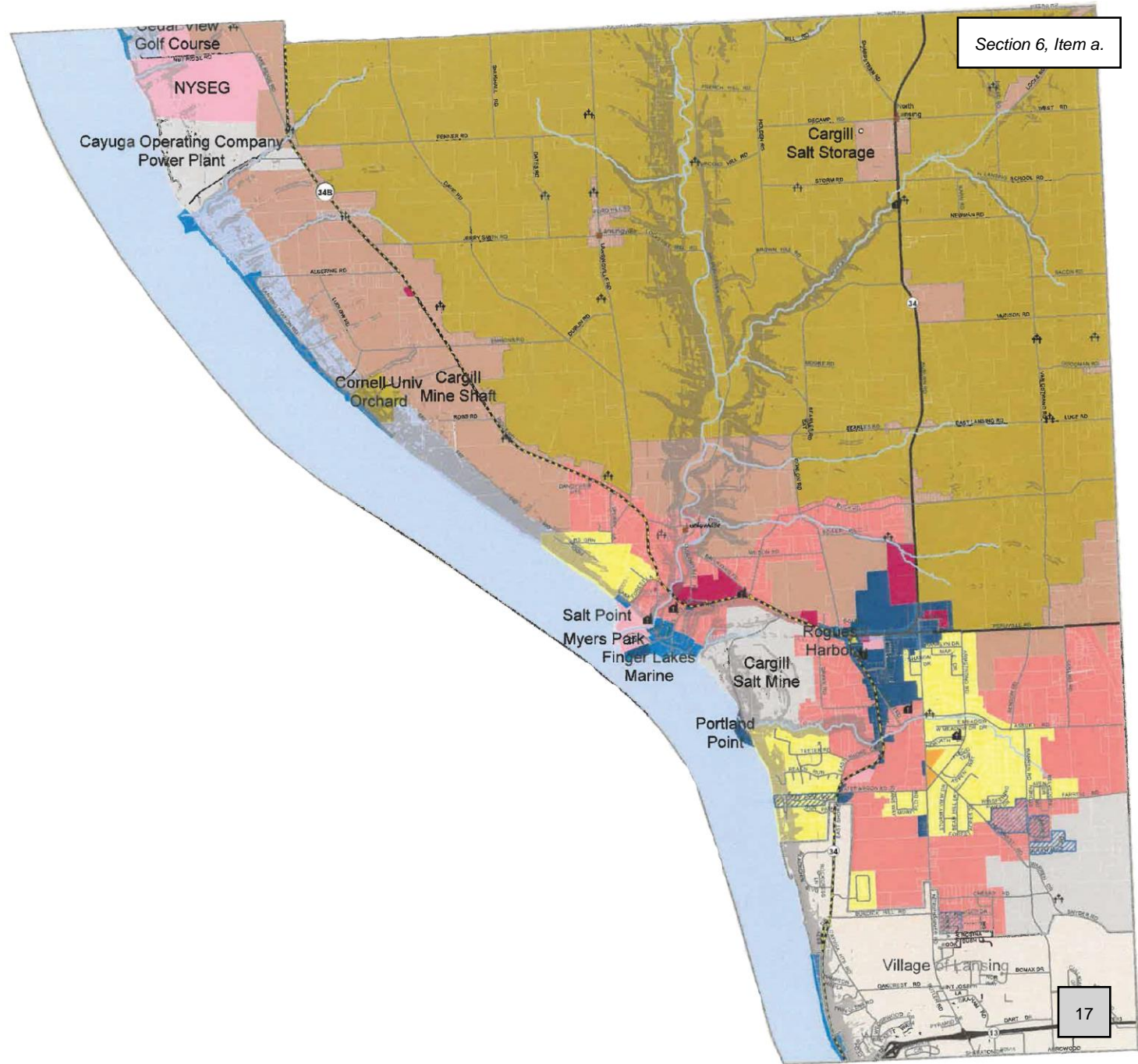
~ May be too much emphasis on Form Based Code as a solution ~

FUTURE LAND USE VS. ZONING

Future Land Use

Future Land Use

-  Agriculture
-  Rural Agricultural
-  Lakeshore Low Density
-  Lakeshore High Density
-  Residential Low Density
-  Residential Moderate Density
-  Residential Mixed Use
-  Commercial Mixed Use
-  Low Impact Mixed Use
-  Industrial/Business/
Research Development
-  Recreation
-  Community Facilities
-  Existing PDAs
-  Steep Slopes (>15%)



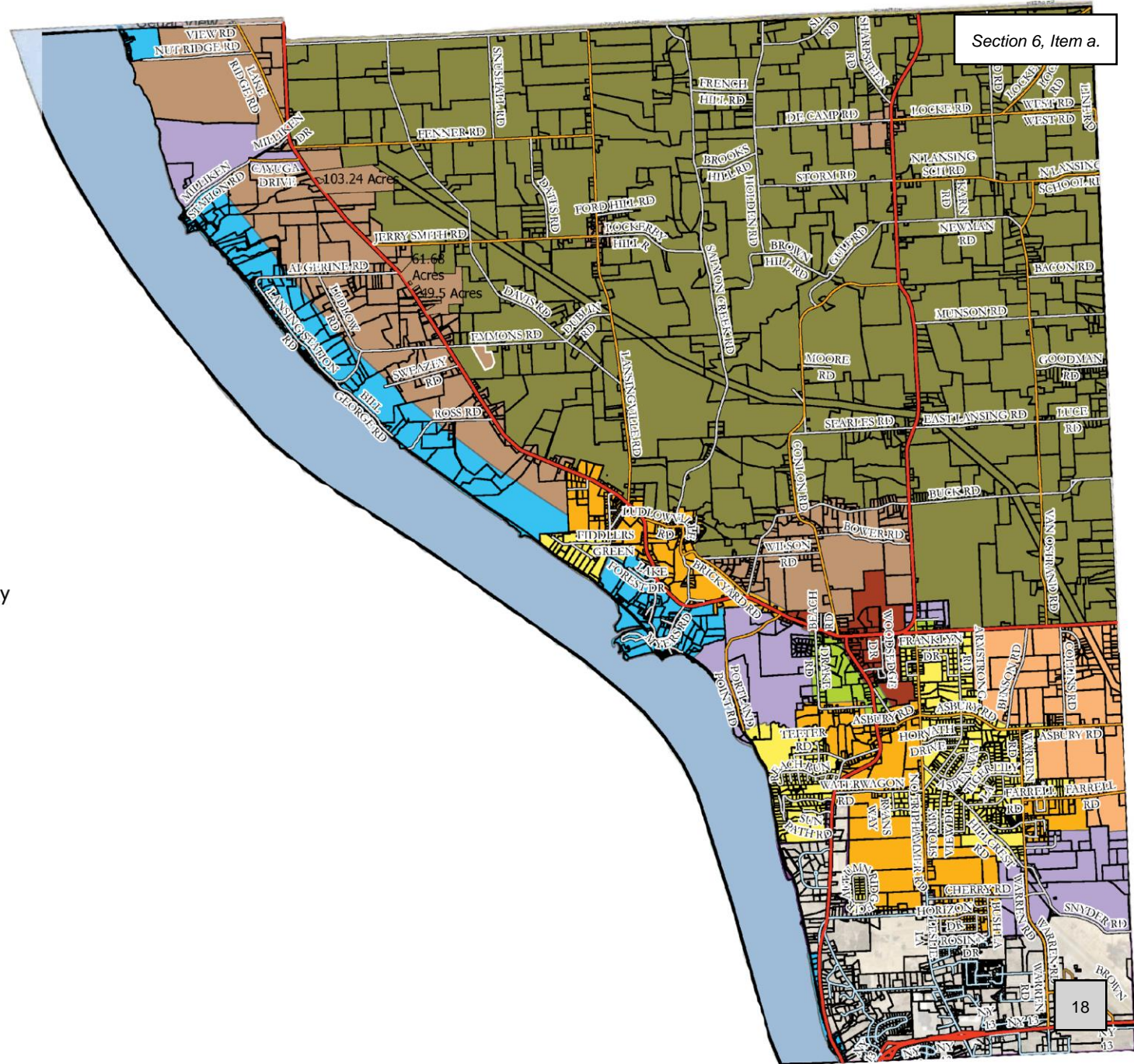
Zoning

Future Land Use

- Agriculture
- Rural Agricultural
- Lakeshore Low Density
- Lakeshore High Density
- Residential Low Density
- Residential Moderate Density
- Residential Mixed Use
- Commercial Mixed Use
- Low Impact Mixed Use
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Zoning

- AG - Agriculture
- RA - Rural Agricultural
- L1 - Lakeshore
- R1 - Residential Low Density
- R2 - Residential Moderate Density
- R3 - Residential Mixed Use
- B1 - Commercial Mixed Use
- B2 - General Commercial
- IR - Industrial/Research



06 Future Land Use

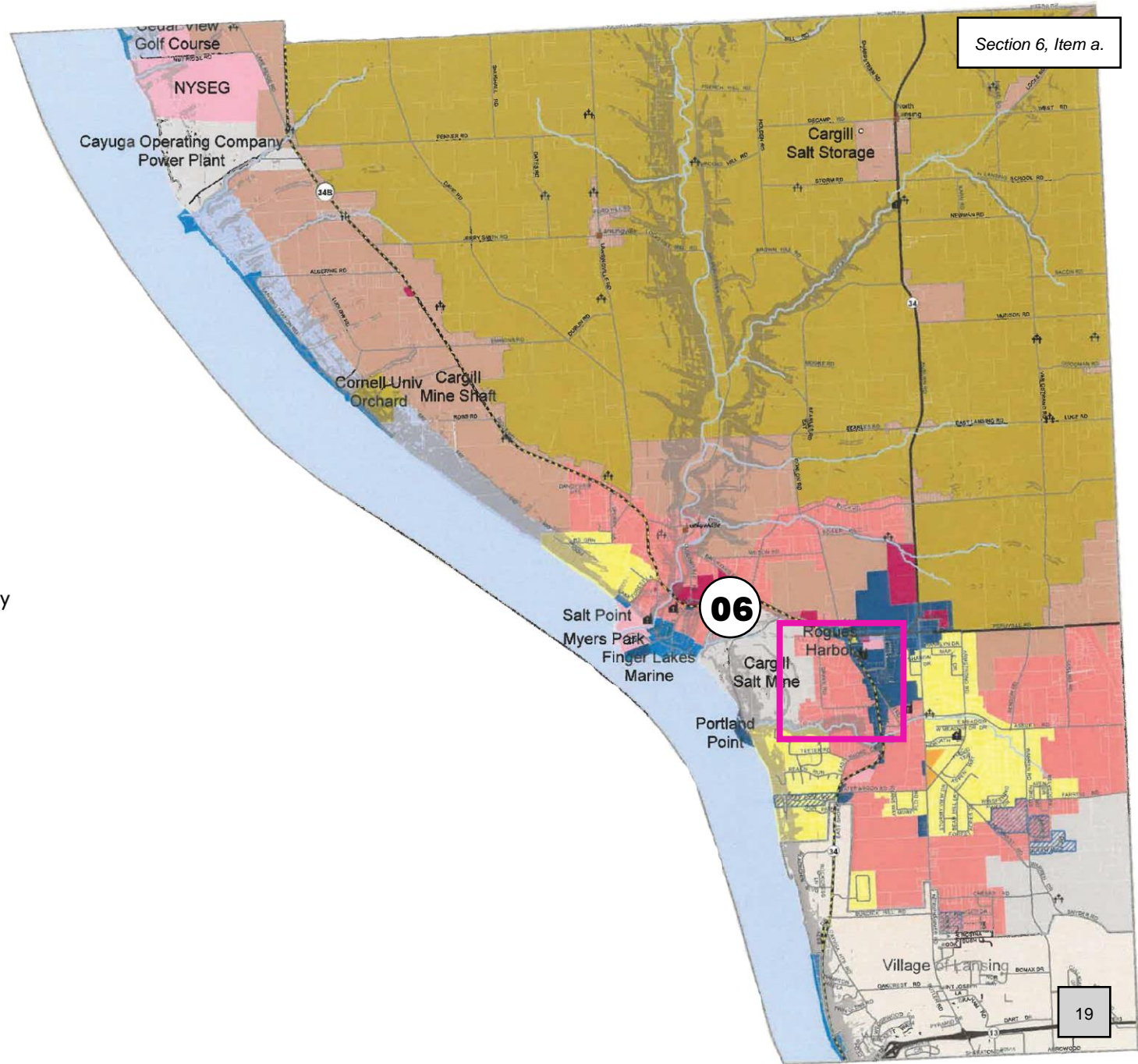
This Town envisions this area as Moderate Density Residential

Future Land Use

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Zoning

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- R2 - Residential Moderate Density
- R3 - Residential Mixed Use
- B1 - Commercial Mixed Use
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Section 6, Item a.










06 Zoning

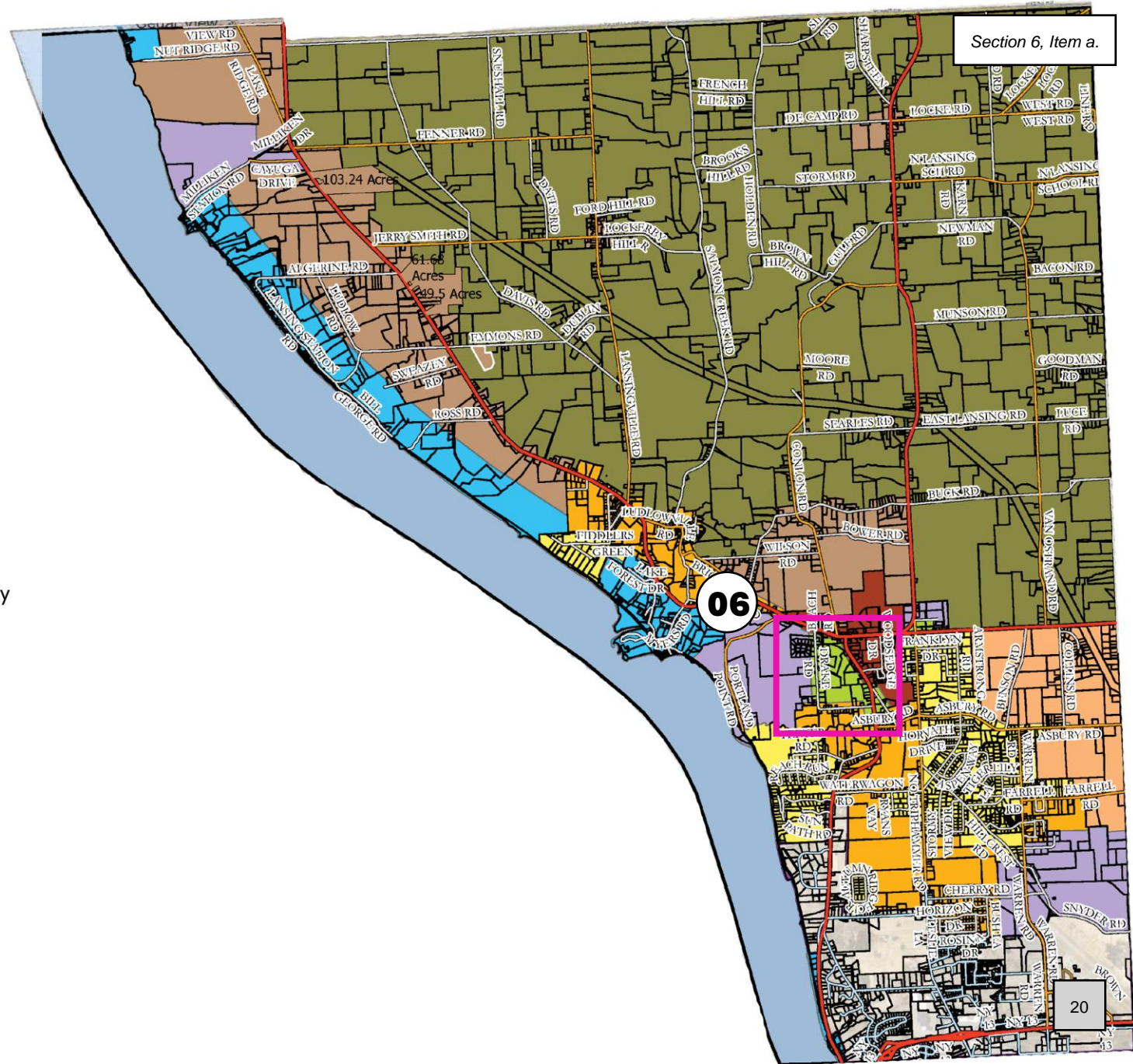
Currently zoned for General Commercial (a mix of retail, commercial, and industrial uses)

Future Land Use

-  Agriculture
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-  B2 - General Commercial
-  IR - Industrial/Research



RECOMMENDATIONS

Update Town of Lansing Zoning Code

Potential Updates

- Revise the Zoning District Framework based on the FLU
- Incorporate other techniques that implement other planning efforts (Open Space Plan, etc)
- Align uses and dimensional requirements with water and sewer infrastructure
- Incorporate Environmental Protection Overlay Districts
- Establish mechanisms to preserve and enhance character
- Start with Building & Site Design Standards & Guidelines for
 - Multi-Family Developments
 - Commercial Establishments
 - Rural Character
 - Scenic Byway Considerations

NEXT STEPS

2024 NYSDOS Consolidated Funding Application (CFA)

Compatible Programs

NYS DOS Smart Growth Comprehensive Planning and Zoning Grant Program

- **Funding Available:** Up to \$2 million
- **Minimum Funding Request:** \$75,000
- **Match Requirement:** 10%

NYS DEC Climate Smart Communities Grant Program

- **Funding Available:** \$21.5 million
- **Funding Request:** \$50,000-\$2,000,000
- **Match Requirement:** 50%

Applications are due Wednesday, July 31, 2024 at 4:00 pm

Q+A

February 26, 2024

John Zepko, Director of Planning and Code Enforcement
Town of Lansing
29 Auburn Road
Lansing, NY 14882

Proposal for Professional Services
Preparation of a Consolidated Funding Grant Application for the 2024 Grant Cycle
Colliers Engineering & Design Proposal No.: 24002127P

Dear Mr. Zepko,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to assist the Town with the preparation of a funding application to update its Comprehensive Plan or Zoning Code through New York State's Consolidated Funding Application (CFA) process. There are currently two grant programs that have provided financial assistance for comprehensive planning and code update efforts in previous funding cycles: the Smart Growth Program and the Climate Smart Communities Program. Following the completion of the proposed Comprehensive Plan and Land Use Ordinance Gap Analysis, the Town will be in a position to determine whether to pursue funding for a Comprehensive Plan update or a Zoning Code update.

SCOPE OF SERVICES

Based on our conversations and information noted above, we propose the following scope of services to prepare and submit a compelling grant application for one of these efforts under one or both programs:

Task 1 - Review the requirements of both programs to determine the most appropriate funding source for the Town. This may result in preparing an application under both programs.

Task 2 - Prepare responses to the program questions as well as a proposed scope and project budget.

Task 3 - Coordinate application needs with the Town, such as resolutions of support, prior grant experience, etc.

Task 4 - Support the Town in submission of grant materials to the State portal.

SCHEDULE OF FEES

This project will be billed on an hourly basis with a not-to-exceed fee of \$10,000 at the hourly rates shown below.



This approach will allow us to reduce our fee if the level of effort it takes to complete the application is less than anticipated. It should be noted that this fee estimate includes the potential to apply to both programs.

Staff Rates 2024	
Billing Titles	Hourly Rates
Senior Principal	280.00
Senior Technical Director	230.00
Project Manager	190.00
Senior Project Specialist	180.00
Technical Specialist	150.00
Senior Technical Assistant	125.00

Buildings Division Schedule

Rates are effective through December 31, 2024

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design’s Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs will be added to each monthly invoice.

Payment terms are NET30 of receipt of invoice.

SCHEDULE

Upon receipt of authorization to proceed, we anticipate completing this effort within eight weeks. This timeline assumes that Notice of Funding Availability is released in late May 2024 and applications are due in late July 2024, but these dates will be confirmed. CED assumes that a contract will be in place at the time of funding availability.



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 contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid for 60 days from the date of this proposal.

We very much appreciate the opportunity to submit this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.

A handwritten signature in blue ink, appearing to read "John Steinmetz".

John Steinmetz, FAICP
Principal Planner & Regional Discipline Leader

cc: Kimberly Baptiste, AICP (via email)

Colliers Engineering & Design agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Colliers Engineering & Design will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Colliers Engineering & Design may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Colliers Engineering & Design reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards.

Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Colliers Engineering & Design bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Colliers Engineering & Design reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Colliers Engineering & Design reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Colliers Engineering & Design are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Colliers Engineering & Design for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Colliers Engineering & Design bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Colliers Engineering & Design reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Colliers Engineering & Design. Colliers Engineering & Design will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Colliers Engineering & Design will withdraw all pending applications for the project.

5.0 RETAINER:

Colliers Engineering & Design reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JBSITE:

Client will provide for right of entry for Colliers Engineering & Design personnel and equipment necessary to complete our services. While Colliers Engineering & Design will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Colliers Engineering & Design all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will

furnish or cause to be furnished such other information on surface and subsurface site conditions required by Colliers Engineering & Design for proper performance of its services. Colliers Engineering & Design shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Colliers Engineering & Design assumes no responsibility or liability for their accuracy or completeness.

Colliers Engineering & Design will not direct, supervise, or control the work of Client's contractors or their subcontractors. Colliers Engineering & Design shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Colliers Engineering & Design's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Colliers Engineering & Design shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Colliers Engineering & Design or its employees or subcontractors on a site shall imply that Colliers Engineering & Design controls the operations of others, nor shall this be construed to be an acceptance by Colliers Engineering & Design of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Colliers Engineering & Design will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Colliers Engineering & Design harmless and defend and indemnify Colliers Engineering & Design for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Colliers Engineering & Design at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Colliers Engineering & Design shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Colliers Engineering & Design harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Colliers Engineering & Design shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Colliers Engineering & Design may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Colliers Engineering & Design in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Colliers Engineering & Design prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Colliers Engineering & Design does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Colliers Engineering & Design its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Colliers Engineering & Design agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Colliers Engineering & Design to the Client.

10.0 AGREED REMEDY:

Colliers Engineering & Design shall be liable to the Client only for direct damages to the extent caused by Colliers Engineering & Design's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL COLLIERS ENGINEERING & DESIGN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Colliers Engineering & Design has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Colliers Engineering & Design and Colliers Engineering & Design's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Colliers Engineering & Design's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Colliers Engineering & Design under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Colliers Engineering & Design's services in connection with the project shall not subject Colliers Engineering & Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Colliers Engineering & Design, a New Jersey corporation, and not against any of Colliers Engineering & Design's employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Colliers Engineering & Design harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Colliers Engineering & Design.

12.0 INDEMNIFICATION:

Colliers Engineering & Design shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Colliers Engineering & Design and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Colliers Engineering & Design) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Colliers Engineering & Design or any claims against Colliers Engineering & Design arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Colliers Engineering & Design is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Colliers Engineering & Design from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Colliers Engineering & Design which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Colliers Engineering & Design. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Colliers Engineering & Design of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Colliers Engineering & Design. Colliers Engineering & Design shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Colliers Engineering & Design, increase Colliers Engineering & Design's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Colliers Engineering & Design, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Colliers Engineering & Design. Colliers Engineering & Design's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Colliers Engineering & Design because of this Agreement of Colliers Engineering & Design's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Colliers Engineering & Design are and remain the property of Colliers Engineering & Design as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Colliers Engineering & Design's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Colliers Engineering & Design, or for future modifications to this project, without Colliers Engineering & Design's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Colliers Engineering & Design will be at the Client's sole risk and without liability to Colliers Engineering & Design or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Colliers Engineering & Design from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Colliers Engineering & Design shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Colliers Engineering & Design makes no representation of any warranties, either expressed or implied, regarding the fitness or

suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Colliers Engineering & Design and Colliers Engineering & Design's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Colliers Engineering & Design, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Colliers Engineering & Design shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Colliers Engineering & Design's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Colliers Engineering & Design, could not have been reasonably foreseen and provided for, such delay will entitle Colliers Engineering & Design to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Colliers Engineering & Design will notify Client of particulars, and Client will pay for such increase. When such delays beyond Colliers Engineering & Design's reasonable control occur, the Client agrees that Colliers Engineering & Design shall not be responsible for damages, nor shall Colliers Engineering & Design be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Colliers Engineering & Design. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Colliers Engineering & Design.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

RESOLUTION FOR THE TOWN OF LANSING TO APPLY FOR SMART GROWTH GRANT FUNDING

RESOLUTION 24-

RESOLUTION FOR THE TOWN OF LANSING TO APPLY FOR SMART GROWTH GRANT FUNDING

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

WHEREAS, the Town understands the important role that zoning plays in regulating land use but also in influencing our community’s character, housing and transportation options, the preservation of our agricultural heritage, and conserving our environmental resources; and

WHEREAS, the Town has completed numerous public planning efforts that articulate the vision and goals that are consistent with smart growth principles; and

WHEREAS, previous planning efforts have identified zoning code revisions are critical to achieving Lansing’s future vision and goals contained in our 2018 Comprehensive Plan and the 2024 Open Space Plan; and

WHEREAS, the Town anticipates the total project budget will be \$100,000 and are requesting \$85,000 in grant funds and providing \$15,000 as our local match; and

WHEREAS, the Town understands that this is a reimbursement grant and will need to pay for consultant services prior to requesting reimbursement from New York State Department of State (NYSDOS); and

WHEREAS, upon a review and discussion of the matter, the Town Board of the Town of Lansing has hereby RESOLVED as follows:

1. The Town supports the application for a Comprehensive Zoning Grant from the NYS Department of State’s (NYSDOS) 2024 Smart Growth Grant Program; and
2. The Town Board authorizes the Town of Lansing Supervisor to sign a grant application for the 2024 Smart Growth Grant Program.

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

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

Councilperson Laurie Hemmings –
Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on July 17, 2024.



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

Submitted by Annie Johnson

1. Summer Craft Kits are available in the Children's room in the Library.
2. The FLX Library Road Trip program encourages people to explore more libraries in our system. Please get more info at the library!
3. On July 18, Tanglewood Nature Center will present an Animal Adventure Program.
4. Family Movie Night will be held July 13 - Kung Fu Panda will be playing at the Town Hall.
5. The Sciencenter will be visiting on July 11th at 10:30 at the tent to do fun demonstrations.
6. Due to a staffing shortage, the Library has adjusted the hours of operation. Mon/Tues 10-6, Wed/Thur 10-7, Fri/Sat 10-2. Closed for the Fourth.
7. On Thursday, July 25, "Brian has an Uke" visits the Library to teach about the ukulele.
8. Books, Puppets and Music with Karla Notariani will be offered for kids 7-11 in July.
9. The Summer Reading program is in full swing! The theme is "Adventure Begins at the Library". There are many events planned throughout June, July and August. Please check the website or the library for a full calendar. You can still sign up!
10. Don't forget that if the library is closed, you still have access to Libby, Hoopla, and Kanopy!
11. The library continues to provide free delivery to Woodsedge. The library also has a mobile wireless hotspot available for check out. The Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
12. Learn to play American Mah Jongg every Tuesday at 10:15.
13. The library has an Empire Pass and passes to the Museum of the Earth and the Cayuga Nature Center available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
14. The library now offers free period products using an Aunt Flow dispenser.
15. Chair Yoga is offered every Monday at 10:00.



HIGHWAY REPORT July 17, 2024

Tree & Brush Maintenance

- Continuing working to improve line of sight issues throughout the Town.
- Continued working diligently to mow roadsides throughout the Town.

Water/Sewer Maintenance:

- Crew worked to repair water valve on Horvath Drive
- Continuing to work on Bager contract for lead pipe service identification on East Shore Drive
- NYSEG replaced transformers on Farrell Road. Hoping to have resolved power issue at sewer lift station.
- Crew worked to repair water line leak on Brickyard.

Road Maintenance:

- Crews worked to add material for shoulders on Triphammer Terrace, Waterwagon Road, French Hill, Lansing Station Road.
- Finished Beach Road drainage project.
- Continued to improve upon the infrastructure of drainage throughout the Town and replace as needed.
- Crews worked to repair various patch jobs throughout the Town.

Office:

- Mike attended the Bolton Point Commissions meeting.
- Mike and Jenna attended the Highway Barn meetings.
- Working with Angel at Tompkins County Soil & Water for both WQIP grants. One for the salt barn, one for the vac truck.

Community:

- Hoping to attend the Lansing Carnival again this September. Working to determine equipment to put in parade.

New Highway Barn:

- Working with LeChase and Colliers to determine places to cut project costs.

Intermunicipal Work:

- Working with Tompkins County for line-striping throughout the Town in an effort to cut costs.
- Working with Tompkins County and Village of Cayuga Heights on letters of support for our Vac Truck application.



July Town Board Report

Recreation:

- We hosted our Hitcats 10U and 12U baseball tournament last weekend, it was an enormous success. Thank you to Moore's Family Farm for their contributions.
- We are currently in the heart of our summer programming. This week we have baseball, band & orchestra, sculpture, fly fishing, and day camps. Unfortunately, due to construction on the high school gym floor we had to cancel our basketball camp.
- Travel baseball and softball have both started their regular season schedules.
- Our department has been awarded the Tompkins County Parks & Trails Grant which will be used to purchase new soccer goals for our Fall Soccer Program.

Parks:

- Lifeguards are on duty from 10:30am-8:00pm everyday at Myers Park.
- The park restrooms continue to be a maintenance issue, we had two more port-a-johns brought in for the month of July.
- We are continuing to monitor Salt Point and Myers Park for HAB's. (Harmful Algae Blooms)
- We are catching up on mulching trees in Myers Park, typically we have completed this before July 4th.
- If you haven't seen the antics of our resident Osprey family lately, please join us on the livestream: www.youtube.com/@OspreysofSaltPoint
- Our Music in the Park series opened last week with Darkwine, luckily the weather cooperated. This week we host Back Talk.

Buildings

- Red Cross Blood Drive in the Town Hall on 7/26
- Katrina Binkewicz is doing a wonderful job taking care of the plants around the Town Hall. All the flowers look great.

Please welcome our new employee, Jeff Pinckney. We are happy to have him and be back at full strength. Tyler Todd will be moving up and taking on more responsibilities within our department.

**TOWN CLERK
JULY 2024**

NYS DEC Transition from Valeron to Plain Paper Licenses

The DEC will change the type of paper used for sporting licenses and tags from special license stock (Valeron) to plain paper. This will start approximately August 1, 2024. Our office is working on the changes necessary to accommodate this. Lifetime licenses will also be printed on plain paper and mailed to be received no later than September 1, 2024.

Water and Sewer Payments

The next quarterly water bill will be coming out August 1, 2024. As a reminder, customers may sign up to receive their bill electronically. Sign up here: <https://www.boltonpoint.org/ebilling>. This service is provided and managed by Bolton Point. There are no additional fees associated with receiving a bill electronically.

2024 Final Assessment Roll

Our office has received the 2024 Final Assessment Roll and Special District report for Lansing.

It is available to view online here -

<https://www.tompkinscountyny.gov/files2/assessment/rolls/2024Final/Lansing.pdf>

RESOLUTION ADOPTING PLAN AND SUMMARY OF DISSOLUTION FOR CONSOLIDATED WATER DISTRICT EXTENSION #3 AND SETTING PUBLIC HEARING THEREUPON

RESOLUTION 24-

RESOLUTION ADOPTING PLAN AND SUMMARY OF DISSOLUTION FOR CONSOLIDATED WATER DISTRICT EXTENSION #3 AND SETTING PUBLIC HEARING THEREUPON

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

WHEREAS, the Town Board of the Town of Lansing formed Consolidated Water District Extension Number 3 (the “District Extension”) by Final Order dated June 19, 2019, but the increases in costs and construction expenses showed that the district was impossible to build in the planned amount and at planned locations in any feasible manner as set forth in the Public Interest Order, in the State Comptroller’s Order and Approval, and in the Final Order for the District Extension; and

WHEREAS, the Town Board referred this problem to the Water & Sewer Advisory Board (“WSAB”) for review and a formal recommendation, and WSAB determined that the district, as planned and configured, was not feasible from a fiscal, technical, or planning perspective, that the District Extension should be dissolved, including to allow for the creation of smaller future or targeted districts, including in accordance with the other recommendations of the WSAB dated July 6, 2022; and

WHEREAS, the Town Board unanimously agreed with and accepted such recommendations, and further determined that the District Extension should be dissolved but, for reasons unknown, that dissolution, as required by General Municipal Law Article 17-a, never occurred, and there have been renewed inquiries about extending public water mains into areas within the territorial boundaries of the District Extension, but a new district may not be formed, built, or considered atop an existing district; and

WHEREAS, given no land use disturbances or impacts will occur, and because there are no deconstruction requirements, and given that this is a largely ministerial proceeding to continue a general management and operational plan for water as a utility within the Town, this matter is classified as a Type II Action under SEQRA per 6 NYCRR 617.5(13), (24-26), and (33), such that no EAF or further action under SEQRA is required; and

WHEREAS, and upon consideration of the foregoing and the prior decision to dissolve the District Extension, the Town Board has duly **RESOLVED** as follows:

- 1. The Town Board did previously decide, and does hereby so resolve, to dissolve the District Extension, and the Town Board does hereby endorse the plan of dissolution set forth below. The proposed plan of dissolution is found to comply with General Municipal Law § 774, and the facts and plan for dissolution are set forth as follows:

- a. The name of the local government entity to be dissolved is the Town of Lansing Consolidated Water District No. 3 (again, the “District Extension”).

- b. The territorial boundaries of the entity are as set forth in the Map, Plan and Report and Public Interest Order for the District Extension, include lands along Buck, Bower, Wilson, and Conlon Roads, and is more particularly described as follows: Beginning at a point in the centerline of Conlon Road opposite the southwest corner of tax map parcel 31.-5-1, said point being approximately 165 feet north of the centerline of NYS Route 34B; thence north along the centerline of Conlon Road to a point opposite the southeast corner of parcel 31.-3-11; thence west a distance of 127± feet; thence north a distance of 275± feet to the northwest corner of parcel 31.-3-10; thence west a distance of 205± feet; thence north a distance of 711± feet to the northeast corner of parcel 31.-3-1; thence north to a point in the south line of parcel 31.-1-6.11, said point being 325± feet west of the centerline of Conlon Road; thence west 99± feet to the southwest corner of parcel 31.-1-6.11; thence north 470± feet to the northwest corner of said parcel; thence east 24± feet along the north line of said parcel to a point, said point being 325± feet west of the centerline of Conlon Road; thence north 1,323± feet to a point in the south line of parcel 31.-1-11.1, said point being 325± feet west of the centerline of Conlon Road, thence west 279± feet to the southwest corner of parcel 31.-1-11.1; thence a distance of 602± feet to the southeast corner of parcel 31.-1-20; thence west 2,518± feet to a point in the west line of parcel 31.-1-19, said point being the northwest corner of parcel 31.-1-5; thence south 1,059± feet to the southeast corner of parcel 31.-1-19; thence west 475± feet; thence north 1,072± feet to the northeast corner of parcel 31.-1-1.41; thence 225± feet west to the centerline of Buck Road; thence north 298± feet along the centerline of Buck Road to a point opposite the southwest corner of parcel 27.-1-36.3; thence west a distance of 325± feet along the north line of Wilson Road to a point; thence north 530± feet to a point in the south line of parcel 27.-1-41, said point being 325± feet from the centerline of Buck Road; thence west 175± feet; thence north 235± feet to the northwest corner of said parcel; thence east 527± feet to the centerline of Buck Road; thence north 25± feet along the centerline of Buck Road to a point opposite the southeast corner of 27.-1-27.1; thence west 802± feet to the southwest corner of parcel 27.-1-27.22; thence north 785± feet; thence east a distance of 466± feet to the southwest corner of parcel 27.-1-27.21; thence north 485± feet; thence east 1,228± feet to the centerline of Buck Road; thence northeasterly 56± feet along the centerline of Buck Road; thence north 25± feet; thence west 1,249± feet to the southwest corner of parcel 27.-1-14.1; thence 308± feet to the northwest corner of said parcel; thence east 1,110 feet; thence southeasterly 246± feet; thence 267± feet to the centerline of Buck Road; thence east along the centerline of Buck Road 90± feet; thence north 436± feet to the northwest corner of parcel 27.-1-26.8; thence east along the north line of said parcel to a point being 325± feet west of the centerline of Conlon Road; thence north 281± feet to a point opposite the southwest corner of parcel 27.-1-26.12; thence east 62± feet to the southwest corner of said parcel; thence north 772± feet to the northwest corner of parcel 27.-1-26.10; thence east 228± feet to the centerline of Conlon Road; thence south 1,187± feet along the centerline of Conlon Road to a point opposite the northwest corner of parcel 28.-1-41; thence easterly 337± feet to the northwest corner of parcel 28.-1-43; thence a total distance of 198± feet to the northwest corner of parcel 28.-1-42; thence easterly 160± feet to the northwest corner of parcel 28.-1-22; thence east 435± feet to the northeast corner of said

parcel; thence north 172± feet to a point, said point being 325± feet from the centerline of Buck Road; thence east 215± feet to the east line of parcel 28.-1-47; thence north 126± feet to the northwest corner of parcel 28.-1-17.5; thence east 234± feet to the northeast corner of said parcel; thence south and east along the east line of said parcel a total distance of 625± feet to the centerline of Buck Road; thence east along the centerline of Buck Road 25± feet to a point opposite the southwest corner of parcel 28.-1-17.2; thence north and west; along the west line of said parcel a total distance of 526± feet to the northwest corner of said parcel; thence 423± feet east to the northwest corner of parcel 28.-1-25.42; thence south 270± feet to the southeast corner of said parcel; thence easterly 57± feet to the northeast corner of parcel 28.-1-25.41; thence south 332± feet to the centerline of Buck Road; thence easterly along the centerline of Buck Road 79± feet to a point opposite the southwest corner of parcel 28.-1-25.222; thence north 347± feet to the northwest corner of 28.-1-25.5; thence east 552± feet to the northeast corner of said parcel; thence south 153± feet; thence east 101± feet to the east line of said parcel; thence north 136± feet to a point; thence east to a point in the east line of parcel 28.-1-25.23, said point being 325± feet from the centerline of Buck Road; thence continuing east to a point in the west line of parcel 28.-1-27.22, said point being 325± feet from the centerline of Buck Road; thence north 175± feet to the northwest corner of said parcel; thence east 365± feet to the northwest corner of parcel 28.-1-28.242; thence easterly 560± feet to the northeast corner of parcel 28.-1-28.212; thence south 452± feet to the centerline of Buck Road; thence east along the centerline of Buck Road 60± feet to a point opposite the southwest corner of parcel 28.-1-28.232; thence north 419± feet to the northwest corner of said parcel; thence east 322± feet to the northeast corner of parcel 28.-1-28.231; thence south 135± feet to the northwest corner of parcel 28.-1-28.4; thence east 645± feet to the west line of NYS Route 34 (Auburn Road); thence south along the west line of said highway 116± feet to a point; thence east to the northwest corner of parcel 29.-1-3.2; thence north 291 feet to the northwest corner of parcel 29.-1-37.621; thence east a total distance of 1,252± feet to the northeast corner of parcel 29.-1-37.9; thence continuing east to the west line of parcel 29.-1-3.4; thence south 220± feet to the northeast corner of parcel 29.-1-37.4; thence west a total distance of 356± feet to the northwest corner of parcel 29.-1-37.5; thence south 310± feet to the centerline of Buck Road; thence west a total distance of 1,532± feet to a point in the east line of NYS Route 34 (Auburn Road); thence continuing west along the centerline of Buck Road to a point opposite the northeast corner of parcel 28.-1-28.37; thence south along the west line of NYS Route 34 (Auburn Road) 2,134± feet to the centerline of Bower Road; thence west along the centerline of Bower Road a distance of 300± feet to a point; thence north to the southwest corner of parcel 28.-1-29.11, said corner being 311± feet west of the west line of NYS Route 34 (Auburn); thence north 100± feet; thence west a total distance of 1,312± feet to the southwest corner of parcel 28.-1-29.11; thence west 714± feet to the southwest corner of parcel 28.-1-19.22; thence continuing west 900± feet to the southwest corner of 29.-1-25.211; thence west along the north line of Bower Road 46± feet to the southeast corner of parcel 28.-1-25.1; thence north along the east line of said parcel 307± feet; thence west along the north line of said parcel; thence south 326± feet along the west line of said parcel to the centerline of Bower Road; thence continuing south 325± feet to a point; thence west running parallel to the centerline of Bower Road and offset 325± feet to a point, said point being 325± feet east of the Conlon Road centerline; thence southerly running parallel to the centerline of Conlon Road and offset 325± feet a distance of 3,922± feet to a point

in the north line of parcel 31.-1-6.3; thence east 670± feet to the northeast corner of said parcel; thence south 313± feet to the southeast corner of said parcel; thence west 311± feet to the southwest corner of said parcel; thence south 276± feet to the southeast corner of parcel 31.-1-8.3; thence west to a point in the south line of said parcel being 325± feet from the centerline of Conlon Road; thence south to a point in the north line of parcel 31.-5-4, said point being 325± feet from the centerline of Conlon Road; thence west 325± feet back to the point or place of beginning; all as more particularly shown upon a proposed District Extension boundary map contained within the MPR. Such land descriptions being also generally inclusive of all or a portion of the following Town of Lansing tax parcel numbers: 28.-1-28.37; 28.-1-41; 29.-1-3.2; 31.-1-21.2; 27.-1-36.7; 28.-1-47; 28.-1-28.211; 27.-1-36.4; 27.-1-36.1; 29.-1-37.622; 31.-1-20; 28.-1-17.42; 29.-1-37.624; 31.-1-6.3; 27.-1-39.2; 28.-1-48.2; 28.-1-17.41; 28.-1-31; 29.-1-37.7; 31.-1-8.2; 28.-1-20; 31.-1-6.22; 31.-1-6.11; 27.-1-36.3; 27.-1-36.25; 28.-1-28.241; 31.-3-11; 28.-1-27.3; 28.-1-36; 27.-1-34; 31.-1-10; 28.-1-25.41; 28.-1-25.42; 28.-1-17.1; 28.-1-17.5; 28.-1-28.321; 27.-1-26.8; 27.-1-26.2; 27.-1-26.12; 27.-1-26.7; 27.-1-26.10; 29.-1-37.625; 31.-4-1; 28.-1-48.1; 28.-1-27.1; 29.-1-37.9; 29.-1-37.623; 28.-1-28.36; 32.-1-22.1; 27.-1-41; 28.-1-33; 31.-1-19; 28.-1-42; 28.-1-25.212; 28.-1-28.232; 28.-1-17.2; 27.-1-36.22; 27.-1-36.9; 29.-1-37.2; 28.-1-28.4; 28.-1-34.2; 28.-1-28.212; 31.-1-23.2; 27.-1-27.24; 30.-1-24.2; 27.-1-27.22; 27.-1-27.25; 28.-1-25.5; 28.-1-27.22; 31.-3-10; 27.-1-36.21; 27.-1-36.23; 28.-1-49; 28.-1-29.11; 27.-1-27.21; 27.-1-40; 28.-1-25.23; 27.-1-36.5; 28.-1-25.222; 28.-1-25.3; 27.-1-27.23; 28.-1-28.34; 31.-1-21.1; 28.-1-28.323; 28.-1-28.31; 28.-1-23; 31.-1-8.3; 27.-1-27.1; 27.-1-14.1; 28.-1-35; 27.-1-26.9; 27.-1-39.1; 28.-1-25.211; 28.-1-28.231; 28.-1-43; 27.-1-26.112; 27.-1-26.111; 31.-1-11.1; 31.-1-11.22; 31.-1-11.3; 31.-1-11.21; 29.-1-37.61; 28.-1-28.33; 31.-1-23.1; 28.-1-25.43; 31.-1-1.6; 27.-1-35; 28.-1-32; 27.-1-36.6; 31.-1-16.2; 28.-1-22; 27.-1-26.1; 28.-1-39; 31.-5-1; 31.-1-22; 28.-1-28.322; 29.-1-37.8; 28.-1-25.213; 27.-1-36.24; 28.-1-38; 29.-1-37.621; 28.-1-25.221; and 28.-1-28.242. The assessment maps and property descriptions therefor as are on file with the Tompkins County Clerk's Office and Tompkins County Assessment Department are further and expressly incorporated herein.

- c. The type or class of the entity dissolved is a special benefit district created under Town Law Article 12-A, specifically being a water district extension.
- d. The fiscal estimate of the cost of dissolution, including required advertising and public hearing expenses, is estimated at a cost not to exceed \$2,500.
- e. No public employees or civil service positions are being transferred or eliminated as a result of this dissolution.
- f. The District Extension holds no infrastructure or installed mains, equipment, or assets, including as construction was never commenced and no infrastructure was ever assembled or installed.
- g. The District Extension has no known current liabilities or indebtedness, and no bonds or other indebtedness instruments were ever issued, assumed, or created by or for the District Extension, including as public bidding did not occur and no construction was ever commenced. Any miscellaneous obligations of the District Extension will be paid in accord

with rules under Town Law Article 12-A or General Municipal Law § 790, or otherwise as required by law.

- h. The District Extension has entered into no contracts or agreements with the Town or any other local governments, and no contracts or approvals from any third party or governmental body or agency are needed or required to carry out the dissolution of the District Extension.
 - i. The residents and landowners within the District Extension were never supplied with public water services or any opportunity to connect to a public or distribution main, such that they will simply continue to acquire water for residential and other purposes in the same manner as they have done so for the years leading up to and since the map, plan and report for this District Extension was first considered in 2017-2018.
 - j. There are no known assets or liabilities of the District Extension to distribute, levy, or collect upon.
 - k. The dissolution of the District Extension will have no effect on any local laws, codes, rules, or regulations of the Town, and no law or policy will be required to be amended or discontinued as a result of dissolution.
 - l. The effective date of dissolution is proposed to be September 1, 2024.
 - m. The time and place for the public hearing upon this proposed dissolution plan, as required by General Municipal Law § 276, is 6:31 pm upon Wednesday August 21, 2024, at the Lansing Town Hall, 29 Auburn Road, Lansing, New York 14882.
 - n. The Town Supervisor and Deputy Town Supervisor be and hereby are authorized, by and on behalf of the District Extension and the Town of Lansing, to now or hereafter discontinue and release any waterline easements as may have been filed of record at the Tompkins County Clerk's Office, whether singly in responses to requests therefor by residents, or in any other manner as is deemed expedient given the potential future need for such easements for future water districts, extensions, or user agreements in that area.
2. Within 5 days of the adoption of this resolution the Town Clerk shall cause a copy of this resolution and plan of dissolution to be:
- (i) Readily available for review and inspection at the offices of the Town Clerk, and be posted upon the Town Clerk's signboard, both along and together with the summary of the plan of dissolution; and
 - (ii) Posted on the Town's website, together with the summary of the plan of dissolution and a description of the location(s) where the documents pertaining to dissolution may be readily examined; and

(iii) Published together with the descriptive summary once each week for four consecutive weeks in the Town’s official newspaper prior to the public hearing hereupon.

3. The descriptive summary of this plan of dissolution is set forth below and is hereby approved. The Town Board further finds that dissolving the District Extension is necessary given it cannot be constructed at this time, and its existence prevents the consideration of other options, including smaller district extensions that may prove feasible, both fiscally and from planning and engineering perspectives, including under and in alignment with the Town’s Comprehensive Plan.

4. The notice of public hearing shall be published not less than ten days, but not more than twenty days, prior to the public hearing, and such notice shall be posted and displayed on the official signboard of the Town Clerk and published upon the Town’s website. The notice of public hearing shall provide (and post and publish) a descriptive summary of the proposed dissolution plan (see below) and shall further include references to the public place or places within the Town where a copy of such plan may be examined.

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 July 17, 2024.

SUMMARY PLAN DESCRIPTION

LEGAL NOTICE: Dissolution Plan for Dissolution of the Town of Lansing Consolidated Water District Extension #3, and Notice Calling a Public Hearing upon August 21, 2024, upon such Dissolution Plan.

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Lansing, a municipality of the State of New York (the “Town”), duly authorized the formation and construction of Consolidated Water District Extension #3 (the “District Extension”) on June 19, 2019, and, for many reasons relating to water district planning, the Town’s Comprehensive Plan, and the substantial increases in construction costs and bond rates, the Town Board undertook multiple fiscal and construction analyses and studies to seek ways to reduce costs, adopt value engineering options, and locate favorable financing, all of which efforts failed during 2021 and 2022 to bring the project within approximately \$600,000 of budget, resulting in the Town Board approving and adopting an advisory analysis and recommendations to dissolve the District Extension in mid-2022. The Town Board did thus resolve upon August 21, 2024, after preparation of a plan of dissolution, to dissolve the Special District in accordance with the rules and requirements of

General Municipal Law Article 17-a, and the Town Board did duly endorse a descriptive summary which reads as follows:

Descriptive Summary of Dissolution Plan: The Town of Lansing proposes to dissolve the District Extension, the territorial boundaries of which encompass a large area of land almost wholly within Agricultural District #1 in the Town along Buck, Conlon, Bower, and Wilson Roads, all as more specifically described in the Plan of Dissolution posted and on file at the Town Clerk’s Office (the “Plan”). The District Extension is a water improvement district that does not have a separate Board of Commissioners, and which does not have any of its own local laws, ordinances, rules or regulations independent of the Town. The District Extension has no known liabilities, assets, or infrastructure located in the ground relating to water systems or distribution lines. By operation of law, including Town Law Articles 12 and 12-A, no agreement with the Town (or any other governmental agency) is necessary to carry out the dissolution.

Residents of the District Extension will continue to receive water services through water wells and in other traditional manners by which water has been supplied for residential and other uses before and since the District Extension was first approved. The Plan does not call for the elimination or transfer of any public employees or the removal of any public infrastructure, and the cost of dissolution is estimated to not exceed \$2,500. Upon approval of the Plan, after a public hearing has taken place, such public hearing being scheduled for August 21, 2024, any miscellaneous interests, documents, assets, liabilities, or other matters pertaining to the District Extension shall become the property and obligations of the Town. Any remaining indebtedness or liabilities may become a charge upon the taxable real property of land within the District Extension, as provided by Town Law Article 12-A and General Municipal Law § 790.

The dissolution shall become effective September 1, 2024, if approved by the Town Board.

NOTICE IS HERBY FURTHER GIVEN, that the Dissolution Plan, along with a descriptive summary thereof, may be read at the official Town Clerk’s signboard adjacent to the Town Clerk’s Office at Town Hall, in the office of the Town Clerk located in the Lansing Town Hall, 29 Auburn Road, Lansing, New York 14882, and a copy of each is also posted upon the Town’s website at <https://www.lansingtown.com/>.

NOTICE IS HEREBY FURTHER GIVEN that a public hearing on this Dissolution Plan will be held on August 21, 2024, at 6:31 pm (or shortly thereafter) at the Lansing Town Hall, 29 Auburn Road, Lansing, New York 14882. At the time and place of such hearing the Town Board will take statements, testimony, and evidence from all persons interested in the subjects thereof and concerning the same, and all residents of the Town and the general public are invited to attend this public hearing. Interested parties may also submit written comments addressed to the Lansing Town Clerk, 29 Auburn Road, Lansing, New York 14882. Individuals with visual, hearing, or other impairments or disabilities that require or request assistance should contact Town Clerk Deborah Munson at the Town of Lansing, (607) 533-4142 at least 48 hours prior to the time of the Public Hearing.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK

RESOLUTION APPROVING AUDIT AND SUPERVISOR’S REPORT

RESOLUTION 24-

**RESOLUTION APPROVING AUDIT
AND SUPERVISOR’S REPORT**

The Supervisor submitted her monthly report for the months of April and May 2024, to all Board Members and to the Town Clerk. The Supervisor’s Reports were reviewed by Councilperson Joseph Wetmore. The bills were reviewed by Councilperson Christine Montague and Councilperson Joseph Wetmore. The Supervisor’s Reports be approved as submitted and the Bookkeeper is hereby authorized to pay the following bills.

CONSOLIDATED ABSTRACT # 007

TOWN OF LANSING

**Abstract # 007
Summary by Fund**

07/15/2024
08:31:58

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	8,684.24	81,789.38	90,473.62
B	GENERAL FUND OUTSIDE VILLAGE	158.51	28,296.59	28,455.10
DA	HIGHWAY FUND TOWNWIDE		13,864.03	13,864.03
DB	HIGHWAY FUND OUTSIDE VILLAGE	182.53	628,666.30	628,848.83
SL1-	LUDLOWVILLE LIGHTING DISTRICT	219.14		219.14
SL2-	WARREN ROAD LIGHTING DISTRICT	1,260.23		1,260.23
SL3-	LAKEWATCH LIGHTING DISTRICT	2,124.01		2,124.01
SS1-	WARREN RD SEWER	518.30	363.84	882.14
SW	LANSING WATER DISTRICTS	47,403.39	3,190.29	50,593.68
TA	TRUST & AGENCY	6,323.95	63,979.46	70,303.41
Total:		66,874.30	820,149.89	887,024.19

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

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

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on July 17, 2024.

Judy Drake
Town Board Member Report
July 2024

Meetings attended:

June 20, 2024: Tompkins County Youth Services Board

- Update on By-Laws review
- Key Performance Indicators
- Approved 2025 Budget work

July 2, 2024: Lansing Fire Commissioners

- Received update on the capital improvement projects
- Equipment purchases
- Training

July 10, 2024: Lansing Zoning Board of Appeals

- Approved Area Variance at 2 Beach Road to construct an inground pool
- Tabled -Area Variance at 14 Laura Lane to construct a shed
- Held the Public Hearing regarding the SEQR for the Use Variance to construct 2 solar energy facilities off N. Triphammer Road

**Christine Montague
Town Board Member Report
July 2024**

Listened to a presentation on Agricultural Easements by representatives from NY Agricultural Land Trust and Cornell Cooperative Extension (CCE). CCE can help farmers put together their application for an agricultural easement to make it more affordable to protect their properties from development.

Lansing Housing Authority meeting from June:
The flooring has been replaced upstairs in Woodsedge apartments.
We walked around to inspect the outside of Woodsedge to determine the condition of the siding, downspouts, concrete, etc. The roofing on the pavilion is disintegrating and will need replacement.

**Joseph Wetmore
Town Board Member Report
July 2024**

**Trail Committee
Tuesday, July 9·11:30am – 12:30pm**

Reviewed the June 26 Presentation to the Board

The concept of a railroad ROW trail from Myers to points north brought several landowners to the meeting who oppose the idea. The Trails Working Group will remain focused on the Greenway as described in the 2022 Rec Master Plan and as presented at the meeting.

Discussed various grant opportunities:

Rural Beautification Grant - for Route 34B banners. \$2,250. Final report due October 31, 2024

LHS graduate headed to college for graphic design is working on the banner. Steve is finalizing vendor research.

Park Foundation Grant - for Comprehensive Trails Plan. \$50,000. The foundation is willing to push their July 10th application deadline to July 18th so that Board Resolution can be passed on the 17th. Steve is working on the application.

TC Tourism Grant - for Town Center Greenway Feasibility Study. \$25,000.

This grant is due on August 26, 2024.

ONGOING

Quick Connections - Small projects to quickly improve walkability in Lansing will be included in the Comp Plan and highlighted so that the Working Group can act on them in the shorter term. Jack will move ahead with researching a neighborhood connection along Hillcrest Road, including contacting landowners.

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

- Agenda:
- A. Board of Directors – Roll call
 - B. Approval of the Agenda
 - C. Approval of Minutes from May 21, 2024 Board Meeting

- D. Approval of Resolution 02-24, Meeting Procedural Requirements- Addressing Remote Attendance
- E. Public to be Heard
- F. Director’s Summary – Adam Effler (distributed for review prior to meeting)
- G. Board of Directors/Municipality Representatives Feedback
- H. Treasurer’s Audit and Finance Report
 - i. May 2024 Financials Approval
 - ii. June 2024 Financials Approval
- I. Lake Level Report – John West
- J. NYSDEC FL Hub Update – Tony Prestigiacomo
- K. Owasco Watershed Lake Association Update
- L. Cornell Cooperative Extension Update
- M. Communications
- N. Issues of Concern
- O. Schedule Next Meeting (3rd Tuesday of August, 2024 is the 20th)
- P. Adjourn



Energy Options Report for Town of Lansing - Town Hall

By: George Aiken, and Umit Sirt, PE (Taitem Engineering)

Date: February 12, 2024 *Revised*

Building Description:

Name/Address: Lansing Town Hall, 29 Auburn Rd, Lansing, NY

Primary Property Type: Single Story Office Building

Gross Floor Area: 8,200 ft²

Year Built: 1999

Existing mechanical and lighting system;

Heating: Gas fired condensing boiler with radiant floor distribution

Cooling: Split DX system with ducted air handlers

Domestic Hot Water: Gas fired power vented tank heater with recirculation

Interior Lighting: Mixed fluorescent T8 and LED fixtures with occupancy control

Exterior Lighting: Mixed HPS and LED wallpacks with photo-sensor control

Project Description:

The Lansing Town Hall had an energy study done in 2010 and implemented many of the measures identified then. A more recent boiler replacement has rendered much of the radiant floor heating system non-functional. The existing cooling and ventilation equipment is near or past the end of its useful life. As major investments into the HVAC system are likely, the Town of Lansing is interested in what options are feasible, particularly in regards to replacing fossil-fuel burning equipment with electrically driven equipment (building electrification).

Goal of Energy Option Report:

The goal of this Energy Options Report is to provide cost and savings estimates for specific energy conservation and electrification measures as well as an overview of the energy efficiency program opportunities and incentives available for the project.

List of Possible Incentives:

1. Solar energy: up to [30% Federal Business Energy Investment Tax Credit](#) (via direct payment), PLUS [NYSERDA NY-SUN](#) program incentives (currently \$0.35/W but dropping to \$0.25/W soon). [EIC OPEN C-PACE](#) provides long-term alternative financing to fund clean energy projects in commercially owned buildings. Please note that C-PACE has not yet been adopted by the Town of Lansing government, however the Town can at any point adopt C-PACE financing. Any state municipality with tax lien authority can enable C-PACE financing by passing a local law and signing EIC’s Municipal Agreement. Find out more by contacting Sarah Smiley at: ssmiley@eicpace.org or by phone at (914) 302-7300 Ext. 8105.
2. Geothermal heat pumps: up to [30% Federal Business Energy Investment Tax Credit](#) (via direct payment).
3. [NYS Clean Heat Program – NYSEG](#): Incentives for heat pumps for heating/cooling and hot water production.

Technology	Incentive
ccASHP	\$800 - \$1,200/10,000 BTUH of maximum heating capacity at NEEP 5°F
GSHP	\$1,500/10,000 BTUH of full load heating capacity as certified by AHRI
Air-Source HPWH (<120 gal)	\$700/unit

4. [NYSEG Commercial and Industrial Program](#): prescriptive and custom incentives
 - a. Prescriptive rebates: For specific predetermined measures such as: Lighting, HVAC, plumbing, and process systems
 - i. [NYSEG Lighting Rebates](#)
 - ii. [NYSEG HVAC and Plumbing Rebates](#)
 - b. Custom rebates: These are performance-based rebates that require site-specific assessment and cost analysis. (\$0.20/kWh saved and \$1.50/therm saved)
 - i. [NYSEG Non-Lighting Custom Rebates](#)
5. [Electric Vehicle Charging Stations](#):
 - a. [NYSERDA Charge Ready NY 2.0](#): \$4,000 per charging port for Level 2 charging stations at public facilities
 - b. [Utility EV Make-Ready Programs](#): The incentive levels vary depending on project criteria:

Incentive Level	Eligible Project Criteria
Up to 100%	<ul style="list-style-type: none"> Publicly available DCFC projects with standardized plug types located within Disadvantaged Communities (DAC) or Disadvantaged Community Zones, as applicable. Publicly available DCFC projects with proprietary plug types that also include an equal number of standardized plugs of an equal or greater charging capacity to the proprietary plugs located within a DAC or Disadvantaged Community Zones, as applicable. L2 projects located at eligible multi-unit dwellings (MUD) (see Table 2). L2 curbside projects within or adjacent to a DAC. Enhanced incentive eligibility by utility is detailed below.
Up to 90%	<ul style="list-style-type: none"> Publicly available L2 and DCFC projects with standardized plug types. Publicly available L2 and DCFC projects with proprietary plugs that also have an equal or greater number of standardized plugs of an equal or greater charging capacity to the proprietary plugs. Includes municipal pay-to-park locations and free parking offered while charging.
Up to 50%	<ul style="list-style-type: none"> Non-public L2 and DCFC projects, such as workplaces or MUDs with restricted access and privately owned pay-to-park lots that require payment for parking while charging. Public and non-public L2 and DCFC projects with proprietary plugs that do not include an equal or greater number of standardized plugs of an equal or greater charging capacity to the proprietary plugs.

Table is provided for illustrative purposes. Individual utilities reserve the right to make determinations regarding incentive level eligibility based on their assessment of the proposed project and available information at the time of review. Customers are responsible for all costs not eligible for incentives including the cost of chargers, maintenance, electricity, networking fees, and other operational costs. DAC areas will be defined in each utility's implementation plan filings.

The Lansing Town Hall does fall within the Disadvantaged Community boundary and is eligible for 100% cost reimbursement for the upgrade to infrastructure and for the cost of the charging stations.

c. [NYSEG DC Fast Charging Incentive Program:](#)

- i. The Direct Current Fast Charging (DCFC) Incentive Program provides an annual declining per-plug incentive payable to qualifying public DCFC operators for approximately seven years (2019-2025). The NYSEG incentive initially covers most of the delivery costs associated with the charger, diminishing each year until 2025.
- ii. The purpose of the incentive payment is to support DCFC while utilization is relatively low by offsetting electric delivery cost. The incentive will be paid annually after twelve months of billing and shall not exceed the billed delivery cost for that period.
- iii. A separate NYSEG meter would need to be installed specifically for the DC chargers, with up to a maximum of 10kW of non-EV charger ancillary loads.
- iv. Plugs with a charging capacity of 50 – 74 kW will be eligible for 60% of the prescribed incentives payment (up to the delivery cost cap), and plugs with a charging capacity of 75 kW or more will be eligible for 100% of the prescribed incentive (up to the delivery cost cap)
- v. The table below shows the maximum incentive level that a customer could receive based on the year in which they qualify for the program.

Fixed Annual Incentive (First Year)	Program Year							Total Incentive
	2019	2020	2021	2022	2023	2024	2025	
2019	\$8,000	\$6,857	\$5,714	\$4,571	\$3,429	\$2,286	\$1,143	\$32,000
2020		\$8,000	\$6,857	\$5,714	\$4,571	\$3,429	\$2,286	\$30,857
2021			\$8,000	\$6,857	\$5,714	\$4,571	\$3,429	\$28,571
2022				\$6,857	\$5,714	\$4,571	\$3,429	\$20,571
2023					\$5,714	\$4,571	\$3,429	\$13,714
2024						\$4,571	\$3,429	\$8,000
2025							\$3,429	\$3,429

6. NYSERDA [Small Business and Not-for-Profit Financing](#): offers small business and not-for-profit organizations low-interest loan options to finance energy efficiency projects (*applies to major renovations*).
 - a. [Participation Loan](#): NYSERDA partners with lenders across New York State to help small businesses and not-for-profits access low-interest financing for energy efficiency improvements.

7. Section 179D Energy Efficient Building [Federal Tax Deduction](#): CONSULT WITH YOUR TAX PROFESSIONAL. The Inflation Reduction Act (IRA) modified the Federal tax code section 179d to allow the tax deduction to be transferred to the tax-liable designer of the system/project to allow tax exempt entities such as state and local governments to take advantage of the credit indirectly.
 - a. The tax deduction is available to owners of new or existing buildings who install (1) interior lighting; (2) building envelope improvements; or (3) heating, cooling, ventilation, or hot water systems that reduce the building’s total regulated energy usage by 25% or more in comparison to a building meeting minimum requirements set by code (ASHRAE Standard 90.1-2007).

	Base Credit*	Additional Credit*	Credit Maximum*
Non-Prevailing Wages	\$0.57/ sq ft	\$0.02 / sq ft per % reduction in EUI	\$1.13 / sq ft
With Prevailing Wages	\$2.83 / sq ft	\$0.11 / sq ft per % reduction in EUI	\$5.65 / sq ft

*Section 179D tax deduction amounts shown above include the inflation adjustment from IRS’ Revenue Procedures 2022-38 and 2023-34.

8. NYSERDA, [Clean Energy Communities Program \(PON 3298\)](#): There are limited availability, point-based grants with funding amounts based on the following two tables:

DESIGNATION GRANTS BEFORE 10/1/24:

To earn funding at these levels, the municipality must submit the required documentation for the action(s) that qualifies them for the designation grant by 9/30/24 at 11:59 PM EST. If the action(s) is rejected, municipalities will not be eligible for grant awards at this level.

Designation Level	Number of Points	Funding for Small Municipalities (Up to 39,999 population)	Funding for Large Municipalities (40,000 or greater population)
CEC Designation - must complete 4 high-impact actions	N/A	\$5,000	\$5,000
1-Star Designation ★	1,000	\$10,000	\$10,000
2-Star Designation ★★	3,000	\$50,000	\$125,000
3-Star Designation ★★★	5,000	\$100,000	\$200,000
4-Star Designation ★★★★	7,000	\$175,000	\$275,000
5-Star Designation ★★★★★	9,000	\$250,000	\$350,000

DESIGNATION GRANTS ON OR AFTER 10/1/2024:

Designation Level	Number of Points	Funding for Small Municipalities (Up to 39,999 population)	Funding for Large Municipalities (40,000 or greater population)
CEC Designation - Must complete 4 high-impact actions	N/A	\$5,000	\$5,000
1-Star Designation ★	1,000	\$10,000	\$10,000
2-Star Designation ★★	3,000	\$40,000	\$100,000
3-Star Designation ★★★	5,000	\$75,000	\$150,000
4-Star Designation ★★★★	7,000	\$125,000	\$200,000
5-Star Designation ★★★★★	9,000	\$200,000	\$300,000

The categories are NYStretch Energy Code, Community Campaigns – Community Solar, Community Campaigns- Electric Vehicles, Community Campaigns Clean Heating and Cooling and Energy Efficiency, and Community Campaigns – Demand Response.

Other programs that do not offer incentives, but offer other additional benefits:

All programs listed below have building performance requirements that include the most relevant version of Energy Star. Green building certification (recognition), and non-energy benefits such as greener materials and lower-toxicity materials are also part of the certification requirements.

- [LEED Certification](#): LEED is a widely-recognized green building certification.
- [WELL Certification](#): WELL is performance-based system for measuring, certifying, and monitoring features of the built environment that impact human health and wellbeing, through air, water, nourishment, light, fitness, comfort, and mind.
- [The International Living Futures Institute Zero Energy](#) and Zero Carbon certifications: focused on reducing both operational carbon and embodied carbon in buildings.

Choice of Heating and Cooling System

A major focus of current state policy is to reduce carbon emissions by encouraging electrification, most importantly through the use of heat pumps for space heating. For example, NYSERDA has recently increased incentives for heat pumps. Electrified buildings are intended to be served by an increasingly cleaner electric grid, with the grid already one of the cleanest in the nation, and with the governor targeting 70% of the grid being renewable by 2030, and 100% to be clean (free of fossil fuels) by 2040. This is also a major focus of local energy policy at the county and city/town levels. For example, the city of Ithaca’s Green Building Policy encourages the use of heat pumps and phases out fossil fuels by 2026 in new buildings. NYSEG has proposed not bringing new gas supply to the Ithaca area, in response to a gas moratorium in Lansing. There is a reasonable chance that fossil fuels will be subject to a carbon tax in the future, in which case heating costs for gas-heated buildings will rise unpredictably.

Many developers are already using heat pumps. Despite residual concerns about heat pump performance left over from older technology in the 1980’s, many newer heat pump installations are operating without any problems. Heat pumps do take some getting used to: They look different, get serviced differently, require attention to issues such as refrigerant leak prevention, and more. Some Ithaca-area developers report liking heat pumps for many reasons, including performance in heating and cooling, individual electric metering, affordability, and safety (no risk of gas explosions or carbon monoxide). There are many different kinds of heat pumps (air source, ground source, packaged, split, ducted, ductless, rooftop, etc.), and developers are encouraged to evaluate their installation on all projects.

Solar Energy

There are two kinds of solar energy systems, photovoltaic and thermal. Photovoltaic makes electricity, thermal makes hot water.

Solar energy can be on-site or remote. We focus our discussion on on-site solar, with a short mention of off-site solar at the end.

On-site solar can be roof-mounted or ground-mounted. Roof-mounted solar energy may be able to serve all the needs of a highly efficient building up to about four stories high.

A solar photovoltaic system can be used to offset some or all of the building's electric use. It is typically "grid-tied", and so any shortage in electricity provided by the solar system is supplied to the building by the grid, and excess solar energy is sent out to the grid. New York's "net metering" law allows this excess production to gain the owner credit from the grid, up to a limit dependent on many local factors.

The costs and benefits of solar depend on the size of system that is installed. Some people choose to size the solar to provide the equivalent of the building's total needs. This is called a zero-energy building (ZEB) or alternatively "net zero energy" building. Others choose to size a smaller system, for example a multifamily building might size a solar system so that it serves common-area loads such as exterior lighting, corridor/stairwell lighting, laundry, and hot water. Alternatively, a buildings' roof area may not be big enough for a system that covers the full annual load of the building however, a decision may be made to install it anyway, covering a portion of the annual energy bill.

Solar thermal systems can provide some, but not all, of the heat needed to heat the building's domestic hot water. They typically use one tank to preheat the water, and another tank/heater (typically electric) to provide additional heat when needed.

Off-site solar systems (only photovoltaic, not thermal) can be either owned by the client, in which case the benefits accrue even after the system is paid for. Or it can be a subscription-type service, in which case the cost of electricity is slightly discounted and fluctuates with the market rate, but there is no long-term "free energy" such as is the case if the system was owned.

Energy Star Appliances

Consider installing Energy Star appliances: [Energy Star dishwasher](#), [Energy Star refrigerators](#), [Energy Star ASHP/Central AC](#)

Electric Vehicle Chargers

Research has shown that the price per charging port is significantly reduced when larger quantities of chargers are installed as part of one project. In addition, the price for EV chargers is also significantly less when coordinated with other construction activities. A [Rocky Mountain Institute study](#) on infrastructure costs shows that by installing 6+ EV chargers as part of one project, costs reduced by approximately 40% to around \$3,800 for each EV charger.

There are three different types of EV chargers, also known as Electric Vehicle Supply Equipment (EVSE), which are detailed below.

Level 1 –120V AC power supply, charging is slow (3-5 miles/hour) – limited or no use for a municipal garage.

Level 2 – 240V or 480V AC power connection, charging speed is about 10-20 miles of charge per hour (around 7.2 kW). Great for plug-in hybrids and topping off battery electric vehicles.

Level 3 (DC Fast Charger) – offer the fastest charging speeds available (~100 to 350 miles of charge per hour). Often 50 kW but sometimes higher (150-250 kW). There are three types of plugs: Tesla, CHAdeMO, and SEA Combo.

Some additional websites/resources that are worth checking out for more information:

[Electric Vehicle Charging Station Guidebook – Planning for Installation and Operation](#)

[Electric Vehicle Charging Infrastructure – Guidelines for Cities](#)

Other Benefits

- Energy improvements can also reduce maintenance costs. For example, well-designed LED lighting systems require less frequent lamp replacement costs. A ground source heat pump will likely have lower maintenance costs than an air source heat pump because the mechanical components are not exposed to the elements nor are they subject to the same extreme operating conditions.
- Energy improvements frequently improve thermal comfort. For example, lower infiltration means fewer drafts, and better insulation means smoother temperature distribution throughout the space.
- A high-performance building saves energy costs, is good for the environment, can be used for good community relations, and can serve as an example for the community.

Carbon reduction measures to consider

Below is a summary of all measures evaluated:

Lansing Town Hall Project Summary															
			GHG Emissions		Electric Use				Nat Gas Use		Costs & Savings				
Existing Emissions & Utility Usage			35,366 lb CO2/year		45,364 kWh/yr		18.8 kW/mo		208.5 MMBTU/yr						
Energy Conservation Measures	Measure Type	Recommendation	lb CO2/year Reduction		kWh/yr Reduction		kW/mo Reduction		MMBTU/yr Reduction		Savings	GHG Savings	Project Cost	Payback Years	Payback w/ GHG Cost
ECM 1 - Replace Control System	Energy Use Reduction	Recommended	(275)	-1%	1,708	4%	1.3	7%	-5.7	-3%	\$ 85	\$ (17)	Unknown	Long	Long
ECM 2a - Replace AC with ASHP (Keep Boiler)	Partial Electrification	Not Recommended	9,431	27%	-5,049	-11%	-5.7	-30%	89.5	43%	\$ 422	\$ 571	\$ 44,000	104.3	44.3
ECM 2b - Replace AC and Boiler with ASHP	Full Electrification	Recommended	19,259	54%	-12,195	-27%	-25.8	-137%	186.5	89%	\$ 595	\$ 1,165	\$ 76,000	127.7	43.2
ECM 2c - Replace AC and Boiler with GSHP	Full Electrification	Not Recommended	19,415	55%	-11,529	-25%	-20.7	-110%	186.5	89%	\$ 703	\$ 1,175	\$ 112,000	159.3	59.6
ECM 3 - Replace/Repair ERV System	Energy Use Reduction	Recommended	2,038	6%	-768	-2%	0.0	0%	18.7	9%	\$ 123	\$ 123	\$ 9,000	73.2	36.6
ECM 4a - Install Heat Pump Water Heater	Electrification	Recommended	2,855	8%	-1,934	-4%	-3.4	-18%	27.9	13%	\$ 86	\$ 173	\$ 6,400	74.1	24.7
ECM 4b - Install Point of Use WH	Electrification	Not Recommended	2,671	8%	-2,721	-6%	-5.5	-29%	27.9	13%	\$ 5	\$ 162	\$ 4,000	875.3	24.1
ECM 4c - Install Electric Tank WH	Electrification	Not Recommended	2,070	6%	-5,284	-12%	-18.0	-96%	27.9	13%	\$ (328)	\$ 125	\$ 3,000	N/A	N/A
ECM 5 - Replace Lighting with LED	Electricity Production	Recommended	484	1%	6,921	15%	3.2	17%	-9.6	-5%	\$ 450	\$ 29	\$ 6,600	14.7	13.8
Subtotal (Recommended Measures)			23,485	66%	-5,300	-12%	-22.6	-120%	208.5	100%	\$ 1,346	\$ 1,421	\$ 98,000	72.8	35.4

NOTES:

- ¹ GHG savings are based on values established by NYDEC in their report "Establishing a Value of Carbon" of June 2021
- ² Incremental costs do not include depreciation of existing aging equipment or any potential state or utility incentives.

Measures are categorized as either energy use reduction, electrification, or electricity production measures. The proposed timeline for these measures is based on the ease of implementation (both cost and planning required), as well as prioritizing energy use reduction before electrification, and electrification before electricity production.

Detailed descriptions of all measures:

Below are detailed descriptions of all measures evaluated for this report.

1. Replace HVAC Control System

Description: The existing control systems are only partially functional and roughly 50% of the building is underheated in winter and undercooled in summer. As a result, electric space heaters are employed regularly during the winter. This estimate assumes that replacement/repair of the existing HVAC control system would eliminate this supplemental electric space heater use. This measure assumes that occupant behavior and building temperatures will remain the same after implementation, and thus that energy use and costs will decrease. However, it should be noted that occupant behavior may change after implementing this measure as the building will be able to be kept at more comfortable temperatures throughout the year (e.g. higher in winter and lower in summer). This change in behavior may actually cause energy costs to increase as a result.

Project costs: Unknown. The costs for replacement or repair are dependent on factors outside the scope of this report to determine.

Incentives: None.

Annual energy savings: -57 therms/year; 1,708 kWh/year; 1.3 kW peak

Annual GHG emissions savings: -275 lb CO₂/yr (-1% of total)

Annual energy cost savings: \$85/year; additionally \$(17)/year social cost of GHG emissions

Payback period: Long or non-existent

2a. Replace AC with Air Source Heat Pump (Keep Boiler)

Description: The existing AC systems are near or at the end of their useful lives. Replacing them with an air source heat pump system would provide increased efficiency and performance in cooling, as well as providing primary heating in winter. The boiler and hydronic distribution system would remain in place and act as supplementary heat in winter. Note that this configuration may limit the availability of some state and utility incentives.

Project costs: \$44,000

Incentives: May qualify for NYSEG Clean Heat incentives. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 895 therms/year; -5,049 kWh/year; -5.7 kW peak

Annual GHG emissions savings: 9,431 lb CO₂/yr (27% of total)

Annual energy cost savings: \$422/year; additionally \$571/year social cost of GHG emissions

Payback period: 104 years (without including the social cost of GHG emissions)

2b. Replace AC and Boiler with Air Source Heat Pump

Description: Installing an air source heat pump with sufficient capacity to heat and cool the building all year provides greater emissions reductions and cost savings and represents the best path towards electrifying the building. This option does come with higher costs than the partial replacement option outlined in 2a, however more incentives are available for total replacement that may offset this additional cost. It should be noted that some incentive programs may require complete removal of the existing boiler system.

Project costs: \$76,000

Incentives: May qualify for NYSEG Clean Heat incentives. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 1,865 therms/year; -12,195 kWh/year; -25.8 kW peak

Annual GHG emissions savings: 19,259 lb CO2/yr (54% of total)

Annual energy cost savings: \$595/year; additionally \$1,165/year social cost of GHG emissions

Payback period: 128 years (without including the social cost of GHG emissions)

2c. Replace AC and Boiler with Ground Source Heat Pump

Description: Installing a ground source heat pump provides the same advantages as option 2b, but comes with a higher project cost. There are additional incentives available for ground source systems that can partially offset this increase in cost. Energy and emissions savings are slightly higher than the air source system due to a greater seasonal efficiency. It should be noted that some incentive programs may require complete removal of the existing boiler system.

Project costs: \$112,000

Incentives: May qualify for NYSEG Clean Heat incentives. May also qualify for Business Energy Investment Tax Credit. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 1,865 therms/year; -11,529 kWh/year; -20.7 kW peak

Annual GHG emissions savings: 19,415 lb CO2/yr (55% of total)

Annual energy cost savings: \$703/year; additionally \$1175/year social cost of GHG emissions

Payback period: 159 years (without including the social cost of GHG emissions)

3. Replace/Repair ERV System

Description: The existing energy recover ventilator (ERV) system is not currently operational. It's unclear whether this is just a control systems issue or equipment malfunction. Without active building pressure control, ventilation is passive through the use of exhaust fans and natural ventilation. By replacing or repairing the ERV system, this passive ventilation can become actively controlled again, better distributing fresh air throughout the building, and taking advantage of the heat recovery aspect of the ERV system.

Project costs: \$9,000

Incentives: May qualify for NYSEG Clean Heat custom incentives. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 187 therms/year; -768 kWh/year

Annual GHG emissions savings: 2,038 lb CO₂/yr (6% of total)

Annual energy cost savings: \$123/year; additionally \$123/year social cost of GHG emissions

Payback period: 73 years (without including the social cost of GHG emissions)

4a. Install Heat Pump Water Heater

Description: Replacing the existing gas fired water heater with a heat pump water heater presents the best path towards electrifying the domestic hot water system of the building. Energy cost savings are minimal, so this can be considered when the existing water heater is nearing the end of its useful life. It should be noted that this heat pump water heater will remove some heat from the basement mechanical room it would be located in. If the existing boiler is replaced with a heat pump system, then there will no longer be "waste" heat from the boiler, and the heat removed from the mechanical room will need to be made up at least partially by the space heating system, reducing overall efficiency somewhat.

Project costs: \$6,400

Incentives: May qualify for NYSEG Clean Heat incentives. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: 279 therms/year; -1,934 kWh/year; -3.4 kW peak

Annual GHG emissions savings: 2,855 lb CO₂/yr (8% of total)

Annual energy cost savings: \$86/year; additionally \$173/year social cost of GHG emissions

Payback period: 74 years (without including the social cost of GHG emissions)

4b. Install Point of Use Water Heaters

Description: Installing point of use electric resistance "mini-tank" water heaters in each bathroom would reduce the substantial storage and recirculation heat losses. The cost of these tanks is also relatively low. However, the energy savings of this measure are also quite low, primarily due to the higher peak electric demand charges.

Project costs: \$4,000

Incentives: None.

Annual energy savings: 279 therms/year; -2,721 kWh/year; -5.5 kW peak

Annual GHG emissions savings: 2,671 lb CO₂/yr (8% of total)

Annual energy cost savings: \$5/year; additionally \$162/year social cost of GHG emissions

Payback period: Long or non-existent (without including the social cost of GHG emissions)

4c. Install Electric Tank Water Heater

Description: Installing a simple electric resistance water heater with storage tank also provides a path towards full electrification of the building and with the lowest up front cost, it comes with a much higher energy cost. It is presented here merely for comparison.

Project costs: \$3,000

Incentives: None.

Annual energy savings: 279 therms/year; -5,284 kWh/year; -18.0 kW peak

Annual GHG emissions savings: 2,070 lb CO₂/yr (6% of total)

Annual energy cost savings: \$(328)/year; additionally \$125/year social cost of GHG emissions

Payback period: Non-existent

5. Replace Lighting with LED

Description: While some lighting fixtures have been replaced with LED, the vast majority are still fluorescent tube. Replacing these with LED tubes or new fixtures will significantly reduce energy costs with a moderate up front cost.

Project costs: \$6,600

Incentives: May qualify for NYSEG commercial and industrial lighting rebates. May also qualify for Section 179d Federal Tax Deduction (via transfer to principal designer).

Annual energy savings: -96 therms/year; 6,921 kWh/year; 3.2 kW peak

Annual GHG emissions savings: 484 lb CO₂/yr (1% of total)

Annual energy cost savings: \$450/year; additionally \$29/year social cost of GHG emissions

Payback period: 14.7 years (without including the social cost of GHG emissions)