

**Agenda**  
**Board of Trustees Meeting**  
**At The Village of Lansing Office**  
**2405 N. Triphammer Road**  
**July 17, 2017 @ 7:30pm**

7:30 Call To Order & Public Comment

7:35 Public Hearing on Proposed Local Law 3 (2017) Amendment to Village of Lansing Code-Zoning Law-Household Definition

Approve Minutes from May 15<sup>th</sup>, June 15<sup>th</sup> & 19<sup>th</sup>

Approval of Vouchers

Consider Amendment to the Agreement of Municipal Cooperation for Water Rate Increase Effective 1/1/2018

Consider Memorandum of Understanding Regarding Future Intermunicipal Wastewater Transportation and Treatment Agreement By and Between the Town of Lansing and the Villages of Lansing and Cayuga Heights for Creation of a New Sewer District #1

Mayor's Comments

General Discussion

Adjournment

**PROPOSED LOCAL LAW 3 (2017)-AMENDMENT TO VILLAGE OF LANSING CODE –  
ZONING LAW – HOUSEHOLD DEFINITION**

Be it enacted by the Board of Trustees of the Village of Lansing as follows:

**SECTION I. PURPOSE & INTENT.**

It is the purpose and intent of this local law to amend Chapter 145 (entitled “Zoning”) of the Village of Lansing Code so as to establish a revised, more extensive, effective and more current definition of the term “Household” as set forth in Section 145-3 entitled “Terms defined” of Chapter 145 of the Village of Lansing Zoning Law/Village of Lansing Code.

**SECTION II. AMENDMENT TO THE VILLAGE OF LANSING CODE.**

- A. The defined term “Household” of Section 145-3 [entitled “Terms defined”] of Chapter 145 [entitled “Zoning”] of the Village of Lansing Code is hereby amended so as to read in its entirety as follows:

*Household ---*

- (i) **An individual, or two or more persons of recognized family relationship, occupying a single dwelling unit, related by blood, marriage, or legal adoption, living and cooking together as a single housekeeping unit, or**
  - (ii) **two unrelated persons (with or without children), occupying a single dwelling unit, living and cooking together as a single housekeeping unit.**
- A. Notwithstanding the definition provisions set forth in items (i) and (ii) above, a group of unrelated persons numbering more than four (4) shall be considered a family upon a determination by the Board of Zoning Appeals that the group is a functional equivalent of a family pursuant to the standards enumerated in Subsection C herein.**
- B. Before making a determination whether a group of more than four (4) unrelated persons constitutes a family for the purpose of occupying a dwelling unit, as provided for in Subsection A above of this definition, the Board of Zoning Appeals shall hold a public hearing, after public notice, as is normally required for the obtaining of a variance. The fee for such an application shall be the same as is required for an application for a variance. Said application shall be on a form provided by the Board of Zoning Appeals or Zoning Enforcement Officer.**
- C. In making a determination under Subsection A above, the Board of Zoning Appeals shall find:**
- a. **The group is one which in theory, size, appearance and structure resembles a traditional family unit; and**
  - b. **The group is one which will live and cook together as a single housekeeping unit; and**
  - c. **The group is of a permanent nature and is neither merely a framework for transient or seasonal (including as "seasonal" a period of an academic year or less) living, nor merely an association or relationship which is transient or seasonal in nature. In making this finding, the Board of Zoning Appeals may consider, among other factors, the following:**
    - i. **Whether expenses for preparing of food, rent or ownership costs, utilities, and other household expenses are shared and whether the preparation, storage and consumption of food is shared.**
    - ii. **Whether or not different members of the household have the same address for the purposes of:**

1. **Voter registration.**
  2. **Driver's license.**
  3. **Motor vehicle registration.**
  4. **Summer or other residences.**
  5. **Filing of taxes.**
- iii. **Whether or not any children are enrolled in local schools.**
  - iv. **Whether or not householders are employed in the local area.**
  - v. **Whether or not the group has been living together as a unit for an extended period of time, whether in the current dwelling unit or other dwelling units.**
  - vi. **Any other factor reasonably related to whether or not the group of persons is the functional equivalent of a traditional family.**

**D. In making determinations under this definition, the Board of Zoning Appeals shall not be required to consider the matters set forth in Article VIII of this Chapter 145 entitled “Administration, Appeals and Enforcement”.**

**SECTION III.                    SUPERSEDING EFFECT.**

All local laws, resolutions, rules, regulations and other enactments of the Village of Lansing in conflict with the provisions of this local law are hereby superseded to the extent necessary to give this local law full force and effect.

**SECTION IV.                    VALIDITY.**

The invalidity of any provision of this local law shall not affect the validity of any other provision of this local law that can be given effect without such invalid provision.

**SECTION V.                    EFFECTIVE DATE.**

This Local Law shall be effective upon (i) its filing in the office of the Secretary of State and (ii) ten (10) days after publication and posting as required by law; provided, however that it shall be effective from the date of service as against a person served with a copy thereof, certified by the Village Clerk, and showing the date of its passage and entry in the Minutes of the Village Board of Trustees.

**SOUTHERN CAYUGA LAKE INTERMUNICIPAL WATER COMMISSION BOLTON POINT  
WATER SYSTEM  
AGREEMENT TO CHANGE WATER RATE SCHEDULE**

THIS AGREEMENT to change Water Rate Schedule is made as of the 1st day of January, 2018, between the TOWN BOARD OF THE TOWN OF DRYDEN, Tompkins County, New York, on its own behalf and on behalf of all water districts in the TOWN OF DRYDEN served by the Southern Cayuga Lake Intermunicipal Water Commission, (hereafter referred to as “Dryden”), the TOWN BOARD OF THE TOWN OF ITHACA, Tompkins County, New York (hereinafter referred to as “Ithaca”), the TOWN BOARD OF THE TOWN OF LANSING, Tompkins County, New York, on its own behalf and on behalf of the Town of Lansing Consolidated Water District and the Town of Lansing Consolidated Water District Extension #1 & #2 (the Town of Lansing and such districts are hereinafter collectively referred to as “Lansing Town”), VILLAGE OF LANSING, on its own behalf and as successor to LANSING WATER DISTRICT 1, Tompkins County, New York, (hereinafter referred to as “Lansing Village”), and VILLAGE OF CAYUGA HEIGHTS, Tompkins County, New York, (herein after referred to as “Cayuga Heights”), all of the parties hereto sometimes collectively or individually referred to hereinafter as “Municipalities” or “Municipality”,

**WITNESSETH:**

WHEREAS, the above named municipalities have entered into an amended, supplemental, restated and consolidated agreement of municipal cooperation for construction, financing and operation of an intermunicipal water supply and transmission system dated as of June 5, 1979 as the same has been amended from time to time (the “Agreement”); and

WHEREAS, pursuant to the Agreement each municipality agreed to pay to the Southern Cayuga Lake Intermunicipal Water Commission (hereinafter referred to as “Commission”), water revenues based upon, in part, a water rate schedule annexed as Exhibit I of Schedule A to the Agreement; and

WHEREAS, based on changes in costs, the Commission believes it is advisable to adopt a new water rate schedule in the form annexed to this modification agreement; and

WHEREAS, Schedule A of the Agreement provides that the water rate schedule may not be changed by the Commission without the written agreement to such change of all the parties; and

WHEREAS, Exhibit I of Schedule A to the Agreement has been amended from time to time since the initial date of the Agreement; and

WHEREAS, the parties believe it is necessary to amend Exhibit I of Schedule A further; and

WHEREAS, the parties are willing to agree to such change;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties pursuant to the Agreement, the parties hereby agree that Exhibit I of Schedule A annexed to the Agreement be amended effective January 1, 2018 to read as set forth on the Exhibit I annexed hereto, and such exhibit is adopted as Exhibit I, the water rate schedule, for all purposes under the Agreement.

This modification agreement may be executed in multiple counterparts which, when taken together, shall constitute a complete document even though each of the counterparts may not bear the signatures of all of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement to become effective as of the day and year set forth above.

TOWN BOARD OF THE TOWN OF DRYDEN ON BEHALF OF THE TOWN OF DRYDEN AND ON BEHALF OF THE WATER DISTRICTS IN THE TOWN OF DRYDEN SET FORTH ON SCHEDULE A ATTACHED

**EXHIBIT I**  
**SCLIWC - BOLTON POINT WATER SYSTEM**  
**2018 WATER RATE SCHEDULE**  
**EFFECTIVE JANUARY 1, 2018**  
**RATE STRUCTURE:**

The flat rate charge per 1,000 gallons shall be non-fluctuating and equal to four dollars and fifty three cents (\$4.53). This rate is equal to three dollars and thirty two cents (\$3.39) per 100 cubic feet. The foregoing rate will be the rate charged for all regular quarterly bills sent after January 1, 2018. Actual or base consumption may occur prior to January 1, 2018.

**MINIMUM BASE CHARGES:**

Notwithstanding the foregoing rate structure, the following minimum base charges shall be applicable to the meter size indicated below, for regular quarterly bills sent after January 1, 2018. The table below shows the amount of water consumption that is permitted before the minimum base charge would be exceeded:

<u>METER SIZE</u> <u>(INCHES)</u>	<u>BASE</u> <u>CONSUMPTION</u> <u>(GALLONS)</u>	<u>MINIMUM BASE</u> <u>CHARGE</u> <u>(DOLLARS)</u>
3/4	10,000	45.30
1	30,000	135.90
1-1/2	45,000	203.85
2	90,000	407.70
3	140,000	634.20
4	200,000	906.00
≥6	350,000	1,585.50

Multiple Housing and mobile home parks of over two dwelling units, using a master meter, will be computed as follows: The quarterly master meter reading will be divided by the number of dwelling units and the water charge will be figured on this number as if the unit was individually metered. The water charge will then be multiplied by the number of units on the master meter and this will be the billing rendered. If the calculation of the water consumed per dwelling unit is less than the allowable consumption for a three-quarter inch meter, then the billing will be calculated by multiplying the number of units on the master meter times the minimum base charge for a three-quarter inch meter (e.g., if there were 20 dwelling units on the master meter, and total water consumption shown by the master meter was 100,000 gallons, the Commission billing would be \$906.00 (20 units times \$45.30) rather than \$453.00 (100,000 gallons at \$4.53/1000 gallons))

An annual charge for each fire protection main serving a fire suppression system will be billed along with the first quarterly water bill of the calendar year.

MEMORANDUM OF UNDERSTANDING REGARDING FUTURE INTERMUNICIPAL WASTEWATER  
TRANSPORTATION AND TREATMENT AGREEMENT BY AND BETWEEN  
THE TOWN OF LANSING (INCLUDING ON BEHALF OF ITS SEWER DISTRICT)  
AND THE VILLAGES OF LANSING AND CAYUGA HEIGHTS  
FOR CREATION OF A NEW SEWER DISTRICT #1  
(revised 6/19/17)

WHEREAS, the above-referenced intermunicipal sewerage agreement (the "Agreement") will include terms and conditions of sewer transportation and treatment, including effluent rules, inspection protocols, and the like, all as further and more specifically to be set forth in the Agreement; and

WHEREAS, there are existing intermunicipal sewerage agreements that cover the Cherry Road Sewer District and the Warren Road Sewer District in the Town of Lansing. The Agreement for new Sewer District #1 would have similar provisions to the existing Warren Road Sewer District Agreement.

WHEREAS, the parties have examined the feasibility of a new Town of Lansing Sewer District, hereinafter simply to be referred to as District #1 to serve 3 tax parcels as shown on the attached map, which is incorporated into this document as Exhibit A.

Whereas, the sewage generated in District #1 would be transported through the Village of Lansing sewer collection system, and conveyed to the Village of Cayuga Heights Wastewater Treatment Plant to be treated before discharge into Cayuga Lake; and

WHEREAS, this Memorandum of Understanding ("MOU") is intended to signify cooperation and the intent of the parties to examine the proposed district, and any infrastructure and capacity upgrades or requirements, with this MOU to provide a basis for an agreement as to the terms of District #1 to be identified and agreed upon by all parties to this MOU, so now

THEREFORE, the parties express their intent to provide sewer treatment capacity and transportation services to the Town of Lansing, as follows:

1. Any final Agreement must meet all requirements of § 119-o of the General Municipal Law pertaining to agreements for the cooperative or contract performance of various municipal functions including the transport and treatment of sewage.
2. The Village of Lansing will cooperate with the Town of Lansing and its engineers to help determine the transportation needs of District #1, including through the development of a special district map, plan and report under Town Law Article 12-A (the "MPR"). The Village of Cayuga Heights will also cooperate in connection with development of the MPR in connection with providing transportation, treatment, and discharge of such effluents in accord with permit requirements. The Town of Lansing will incorporate in the MPR any needed upgrades or inter-connection plans and treatment agreements including, if required, with the Ithaca Area Wastewater Treatment Plant (the "IAWTP") (which relationship between the Village of Cayuga Heights treatment plant and IAWTP shall be managed by the Village of Cayuga Heights), and the Town of Lansing shall, consistent with the Agreement and any required updates to plant operating permits, ensure that only proper effluent and properly pre-treated effluent is placed within transportation systems and plants.
3. The parties shall each pay their own engineering and related costs for transportation planning (transportation in this respect referring to the costs of both Villages, as well as any such future costs for the Town, to transport flows through either Village's systems), and any future cost-sharing of projects or proposals shall fairly apportion costs as among the parties, including in respect of apportionment of infrastructure usage based upon flow and reasonably anticipated flow rates, as well as a fair apportionment of benefits as between District #1 and existing systems.

4. Transportation and treatment costs for proposed District #1 shall be fairly developed and be similar to the methodologies used in the agreements for the existing Cherry Road and Warren Road Districts.
5. Capital costs and improvements within the Town of Lansing shall be borne solely by the Town of Lansing or District #1, if and when formed.
6. The Parties acknowledge that at the time of execution of this MOU, the Village of Cayuga Heights can make available 33,050 gallons per day of sewer capacity (including inflow and infiltration), with capacity for additional sewer units to be made available in the new District #1, when the analyses described above support that goal. Such flow is to be measured by a new sewer meter (installed by Town of Lansing) to be installed in the new District #1.
7. All terms in the new Agreement for District #1 for notices, dispute resolution, insurance, indemnity, and related matters, shall be as stated in the agreement for the Warren Road District. Each party signing this MOU acknowledges that: (i) it pledges its good faith to work towards a sewered solution for the proposed Sewer District #1; and (ii) the person signing this MOU was duly authorized by resolution of the governing body of such municipality.
8. This MOU does not constitute a binding legal agreement and only serves as an expression of the parties' interest in proceeding as outlined herein. Signatures by the parties hereto will provide acknowledgement by each party of terms and an indication of each party's intent to proceed to implement these terms.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers on the day(s) and year set forth below.



