

Village of Lansing

MINUTES of a meeting of the Board of Trustees of the Village of Lansing held on Monday, August 2, 2004, in the Village Office.

Present: Mayor Donald Hartill; Trustees Lynn Leopold, Larry Fresinski, John O'Neill and Frank Moore; Attorney David Dubow; Clerk/Treasurer, Jodi Dake.

Mayor Hartill called the meeting to order at 7:33P.M.and opened the public comment period. Bob Arrison was in attendance as an observer for the Community Party. Tony Hall was reporting for the Lansing Ledger. John Piscopo wanted to know what was happening with the walkway/bike path on the north side of Janivar Dr. John thinks it would be easier to control the flow of water also. Run off is a problem in this area. Don stated that the Village had already paved the shoulders on Janivar Drive. John clarified that he was speaking of the new section of Janivar Drive. Don thought it had been done and will check with Dennis on this issue.

Motion-To Close the Public Comment Period

Trustee Fresinski moved to close the public comment period. Trustee Leopold seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye	Trustee Frank Moore- Aye
Trustee Lynn Leopold-Aye	Trustee Larry Fresinski-Aye
Trustee John O'Neill-Aye	

Next on the agenda was the Computel settlement for the remaining NYSEG issue. The Board had read the summary from Mike Caton addressing the proposed settlement terms and setting forth his recommendation to accept those terms. John questioned the language on page two. Dubow explained that this was the same question that Frank raised at the last meeting. He explained further that the original proposed agreement had overbroad language as to waivers and releases, but these issues have now been resolved. David stated that this agreement in the form before the Board is legally satisfactory to him. It is now the Board's determination as to whether they wish to accept the proposed settlement.

Resolution #4079-To Approve the Settlement and Release Agreement By and Between NYSEG and the Village of Lansing

WHEREAS, the Village of Lansing receives street lighting service from New York State Electric & Gas Corporation ("NYSEG"); and

WHEREAS, the Village of Lansing filed street lighting Complaint No.811747 with the Public Service Commission of the State of New York ("Commission"); and

WHEREAS, the Commission, on May 24, 1999, reopened that Complaint and renumbered it Complaint No. 907303 ("Complaint"); and

WHEREAS, Customer engaged Computel Consultants ("Computel") to represent it as its authorized agent in regard to the Complaint and issues raised by the Complaint; and

WHEREAS, negotiations between NYSEG and Computel have resulted in a settlement and release agreement between NYSEG and the Village of Lansing; and

WHEREAS, Computel has recommended the acceptance of such settlement and release agreement.

NOW THEREFORE BE IT RESOLVED, that the Village of Lansing Board of Trustees authorizes the execution of

the proposed settlement and release agreement and its delivery to NYSEG, approving thereby the terms and provisions set forth therein.

Trustee O'Neill moved this resolution. Trustee Moore seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye	Trustee Frank Moore- Aye
Trustee Lynn Leopold-Aye	Trustee Larry Fresinski-Aye
Trustee John O'Neill-Aye	

The Mayor informed the Board that the N. Triphammer Road Project bid opening had been moved to Friday August 6, 2004 at 11am. Therefore, we will not be awarding a contract this evening. The reason for this is that a particular specification change for the pavement itself has only one supplier in Central New York. Rich Brauer, Fisher Associates, went back to the State and was given permission to change this specification. The Village has sold 16 sets of plans. Of these 16, there are 4-5 prime bidders. There is a reasonable selection of companies. The Board will need to pass a resolution reconfirming the original SEQR declaration and also a resolution authorizing bonding so we can satisfy the law.

David explained that the original SEQR review, for which the Board adopted a negative declaration, was originally done on June 5, 2000. The only difference is that with that declaration it was stated that there was no allocation of Local, Federal or State monies. Since the project now includes Federal, State and Local monies, the Board needs to acknowledge these sources of financing and reaffirm the original negative declaration as part of the current authorization of the project's funding.

Resolution #4080-Adopt North Triphammer Road SEQR Review

WHEREAS:

- A. This matter involves consideration of the following proposed action: Reconstruction and Expansion of North Triphammer Road in and for the Village of Lansing, Tompkins County, New York;
- B. On June 5, 2000, the Village of Lansing Board of Trustees, in performing the lead agency function for its independent and uncoordinated environmental review in accordance with Article 8 of the New York State Environmental Conservation Law - the State Environmental Quality Review Act ("SEQR"), (i) thoroughly reviewed the Full Environmental Assessment Form (the "Full EAF"), Part 1, and any and all other documents prepared and submitted with respect to this proposed action and its environmental review, (ii) thoroughly analyzed the potential relevant areas of environmental concern to determine if the proposed action may have a significant adverse impact on the environment, including the criteria identified in 6 NYCRR Section 617.7(c), (iii) completed the Full EAF, Part 2, and (iv) made a negative determination of environmental significance ("Negative Declaration") in accordance with SEQR for the above referenced proposed action, and thereupon determined that an Environmental Impact Statement would not be required;
- C. The Full EAF for the proposed action indicated in Part 1 that the project at that time did not involve Local, State or Federal Funding;
- D. The Village of Lansing is now prepared to proceed with the proposed action, including the financing and funding thereof, which financing and funding it is now anticipated will include Local, State and Federal funds; and
- E. On August 2, 2004, the Village Board of Trustees, in its continued performance of the lead agency function for the environmental review of the proposed action, (i) reviewed the original Full EAF and its Negative Declaration adopted on June 5, 2000, (ii) in so doing, reviewed the potential relevant areas of environmental concern to determine if the proposed action may have a significant adverse impact on the environment, including the criteria identified in 6 NYCRR Section 617.7(c), (iii) determined that except for the change as to the involvement of Local, State and Federal funds, the Full EAF continues to be accurate and complete,

and (iv) confirmed that its negative determination of environmental significance continues to be appropriate;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOW:

1. The Village of Lansing Board of Trustees, based upon all of the foregoing, hereby confirms and reaffirms its Negative Declaration with respect to this proposed action.
2. The Responsible Officer of the Village of Lansing Board of Trustees is hereby authorized and directed to complete, execute and file such further documents, if any, that may be required for the purpose of confirming and reaffirming its foregoing Negative Declaration adopted on June 5, 2000.

Trustee Moore moved this resolution and Trust Fresinski seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye	Trustee Frank Moore- Aye	Trustee
Lynn Leopold-Aye	Trustee Larry Fresinski-Aye	
Trustee John O'Neill-Aye		

The next action to be taken by the Board was to pass a bonding resolution to insure the State that we can pay for the whole project if we do not receive funding. Frank asked of the probability of this happening. The Mayor feels the chances are very low. The Village has very low debt so there would be no problem financing the project. Currently the Village spends approximately \$700,000 each year on roads. The only problem that might arise if the Village was compelled to bond this project instead of using State and federal funds would be having to delay other road maintenance projects. We currently have 80% Federal funding and State Marchiselli funding of 10.5% of \$4,532,640. The Board discussed the numbers to be used in this resolution. It was difficult because the bids have not been opened yet.

Resolution #4081- AUTHORIZING THE RECONSTRUCTION AND EXPANSION OF NORTH TRIPHAMMER ROAD IN AND FOR THE VILLAGE OF LANSING, TOMPKINS COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$5,702,631 AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$4,116,110 SERIAL BONDS OF SAID VILLAGE TO PAY A PORTION OF THE COST THEREOF.

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Board of Trustees has determined will not result in any significant environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Lansing, Tompkins County, New York, as follows:

Section 1. The reconstruction and expansion of North Triphammer Road in and for the Village of Lansing, Tompkins County, New York, including incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$5,702,631.

Section 2. It is hereby determined that the plan for the financing of the aforesaid maximum estimated cost is as follows:

- a) by the issuance of not exceeding \$4,116,110 serial bonds of the Village hereby authorized to be issued therefor, pursuant to the provisions of the Local Finance Law; **PROVIDED, HOWEVER**, that to the extent that any grants-in-aid are received for such specific object or purpose, the amount of bonds to be issued pursuant to this resolution shall be reduced dollar for dollar; and

b) by the expenditure of \$1,586,521 capital reserve fund monies, which expenditure is hereby authorized therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Village of Lansing, Tompkins County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately pursuant to Section 36.00(a)(3) of the Local Finance Law, shall be published in full or summary form in the Ithaca Journal, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Trustee O'Neill moved this resolution and Trust Fresinski seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye	Trustee Frank Moore- Aye	Trustee
Lynn Leopold-Aye	Trustee Larry Fresinski-Aye	
Trustee John O'Neill-Aye		

The next item on the agenda was to consider the Millcroft Security & Escrow Agreement in lieu of a Letter of Credit. Mr. Miller and his attorney Mike May were present. Attorney Dubow stated that the Board members have all received a memo from Brent Cross which determined that the amount of \$355,624.28 would be an acceptable security arrangement. This money would be placed in an interest bearing savings account in the Trust and Agency Fund. David

explained that the agreement provides if a default occurs then we have an obligation to complete it in one year. He also indicated that Ben Curtis raised the issue of having the right to extend this one year period. Ben's thoughts were that it might not be prudent to do it in one year. Mike May stated that this point was discussed with Brent Cross and he was the one who came up with one year. The Board agreed that the engineer's opinion for one year was reasonable. Mike May asked if the Millers would be asked to come up with any other escrow monies. David Dubow explained that after the road is completed, there will be a warranty period for which security will be required. David reminded the Board that this current Security & Escrow Agreement in lieu of a Letter of Credit is only for the first phase of the Millcroft Subdivision that fronts on Bush Lane.

Resolution#4082- To Authorize the Mayor to Execute the Following Security and Escrow Agreement in Lieu of a Letter of Credit

SECURITY AND ESCROW AGREEMENT IN LIEU OF LETTER OF CREDIT

THIS AGREEMENT made this 3rd day of August, 2004 by and between Millcroft Trust by Robert Miller, Trustee of 135 Bush Lane, Ithaca, New York 14850 (hereinafter "Millcroft") and the Village of Lansing a New York Municipal Corporation with its principal offices located at 2045 North Triphammer Road, Ithaca, New York 14850 (hereinafter "Village").

WHEREAS Millcroft is desirous of installing roads, water and sewer lines, drainage and retention areas and all related infrastructure for the area known as Phase I of the Millcroft subdivision in the Village of Lansing (hereinafter the "work") and,

WHEREAS , the Village is willing to permit such installation and construction of such work on the condition that Millcroft provide security to ensure either completion of said construction or return of said property to its condition prior to such installation or construction and,

WHEREAS Millcroft and the Village agree that the terms of this agreement shall be in lieu of the establishment of letters of credit as contemplated under the Village subdivision regulations Section 306 and 307.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and to induce the Village to permit such installation and construction, the parties hereto agree as follows:

1. Millcroft hereby deposits the sum of \$355,624.28 with the Village which amount shall be deposited in one or more local banking institutions chosen and designated by the Village (provided that such banking institution has an office in Tompkins County, New York), such funds to be held in escrow by the Village and to be invested in one or more interest bearing certificates of deposit or savings accounts, which funds shall be held pursuant to the further terms and conditions as herein set forth. The deposited sum shall be referred to as the "escrow funds". The Village shall have the full and sole discretion as to the depository of the escrow funds and the terms of the certificates or savings accounts in which such funds shall be invested.

2. Any interest accruing on said escrow funds shall be considered a portion of the escrow funds to be held and dispersed by the Village pursuant to the terms and provisions of this agreement.

3. Millcroft shall perform the phase 1 work in accordance with the Village standards and specifications or the site plan and shall perform the work and otherwise complete it within one year of filing of the Final Plat dated June 2003 last revised 06-02-04 and as otherwise extended by a delay due to acts of God or otherwise beyond the control of Millcroft. If Millcroft fails to perform such work in accordance with the Village standards and specifications or the site plan, then the Village shall give written notice of such failure and Millcroft shall have a reasonable time not to exceed 15 days from receipt of such written notice from the Village to properly perform as provided for in such notice, to Village standards and specifications or pursuant to the site plan. Failure of Millcroft to so correct and perform the work in such reasonable time, in no event to exceed 15 days from the receipt of such notice (unless otherwise agreed to in writing by the Village), shall authorize the Village to perform and properly complete such items contained in such notice forthwith and to be reimbursed for the cost thereof under this agreement. The Village shall

also be allowed to draw from this agreement funds to reimburse the Village for all costs and expenses incurred by the Village plus an administrative fee equal to 25% of such costs and expenses. If Millcroft fails to perform the work in a manner satisfactory to the Village and in accordance with the Village standards and specifications, and any conditions stated on the final subdivision plat or any conditions of final subdivision approval, the Village shall have authority as provided in the agreement required of Millcroft and in accordance with section 403.09(d) of the Village subdivision regulations, to perform such work and to draw from the escrow funds the cost thereof plus an administrative fee in accordance with the terms of this agreement. If the Village is entitled to draw upon the escrowed funds the Village may do so upon delivery to Millcroft of the certification of the Mayor of the Village of Lansing and the engineer for the Village that Millcroft has failed to properly or adequately or satisfactorily perform and complete the work within the subdivision and in accordance with the subdivision regulations of the Village, the final subdivision approval for the subdivision and any condition thereto, the final subdivision, the plat and/or any other applicable laws, regulations, rules or orders.

4. At such times as Millcroft and its contractor(s) wish to have funds released from the escrowed funds to cover work performed, Millcroft's licensed professional engineer shall prepare an estimate of the work performed as of that date. The estimate shall use the same format and item break down as previously submitted to the Village with a preliminary estimate of costs of the improvements. The licensed professional engineer shall certify that the quantity of items indicated in the estimate have, in fact, been installed as determined by his own measurements, and the estimate shall be approved by the Village engineer within 5 days of receipt of such estimate by the Village Engineer prior to release of funds. Once these requirements are met such funds shall be released from the escrowed funds subject to the remaining terms of this agreement.

5. To the periodic estimates described in the prior paragraph the engineer for Millcroft shall have a deduction of 10% retained to cover the cost of clean-up, minor adjustments to manhole tops, and site restoration. The release of the amount retained shall be accomplished according to the following formula:

a) 10% of the total construction costs shall be retained until one-half of the project has been completed; that is when fifty percent of the total construction cost has been released from the escrowed funds. At that point the amount retained will vary directly as the percentage of work is completed. For example for a project with a total construction cost of \$1,000.00, 10% is retained until 50% of the project is completed. At the 60% project completion stage, 60% of the retainage would be released with 40% of the retainage being withheld. The amount retained will approach zero as the end of the project is reached.

b) In reference to sanitary and storm sewers, the Village shall release from the escrowed funds up to 60% of the total amounts allocated to sanitary and storm sewer materials and completed work with the release of such funds to occur as the estimate of Millcroft's licensed professional engineer reports such total materials to have been delivered to the site and such completed work to have been performed. Such release of funds will be pursuant to the procedure set forth at paragraph 4 above. After approved lamping, testing, cleaning and sealing of manholes, an additional 40% (ie: the remaining balance of funds allocated for those items) of the money set aside shall be released. Such testing shall be in compliance with the applicable provisions of the Village subdivision regulations and as otherwise agreed upon by the parties.

c) Under the terms of this agreement whenever escrowed funds are to be released the Village will fully cooperate in promptly executing and delivering all reasonably required documents to the financial institution holding such funds to cause the release of such funds.

d) In the event that the Village withdraws escrowed funds as provided herein because of failure of Millcroft to perform the work, the Village shall complete all of the required work within one year from the expiration of the aforementioned 15 day time period for Millcroft to complete such work without having done so. In the event that the remaining work is not completed at the end of the one year period the Village shall at the termination date of that one year period withdraw any remaining portion of the escrowed funds still invested and not applied to the cost of completion of such work and shall deliver such remaining portion of such funds together with any and all interest accrued thereon to Millcroft.

e) In the event that the cost of the completion of the work which the Village is authorized to perform as provided herein is less than the escrowed funds held under this agreement, then upon such completion of the work the Village shall refund to Millcroft the difference in the amount expended by the Village for the cost of completion of the work and the amount of the escrowed funds plus accrued interest held under this agreement.

f) In the event that the Village proceeds with the completion of the required improvements as provided hereunder and the aforesaid escrow funds are insufficient for the cost of completion thereof, Millcroft hereby agrees to reimburse the Village for any costs and expenses incurred by the Village as part of the cost of completion of such improvements in excess of the escrow funds held by the Village hereunder. As further security, Millcroft hereby agrees to indemnify and hold the Village harmless with respect to any and all claims, causes of action, and/or other actions of any kind arising out of the design, construction, or installation of the improvements, or any work performed by the Village in exercising its rights under this agreement, excepting any claims, causes of action or other actions brought by Millcroft, or those based on the Village's negligence or those brought by a third party for monies owed on account of any work performed on or behalf of the Village in exercising its rights hereunder.

g) In the event of any dispute between the parties hereto with respect to the use of the escrow funds, the Village shall be entitled to deposit the escrow funds with a Court of competent jurisdiction and thereupon be released of any and all further obligations or responsibilities hereunder. In the even that formal legal action is commenced by either party, the Village shall be obligated to deposit the escrow funds with a Court of competent jurisdiction and thereupon be relieved of any and all further obligations of responsibilities hereunder. The deposit into Court may be made at any time by the Village in the event that the Village believes in good faith that there is a dispute between the parties as to the title to or disposition of the escrow funds.

h) For the purposes of this agreement, the cost of completion (as that term is used in this agreement) of the work shall include any and all expenses incurred by the Village for completion of such work including, but not limited to, any and all funds paid to third parties for performance and/or delivery of services and/or materials related thereto, together with an additional sum for the administrative expenses of the Village equal to up to 25% of the aggregate amount paid by the Village to all other third parties.

i.) In the event that the Village proceeds under the terms of this agreement with completion of the work upon Millcroft's failure to do so as set forth herein, Millcroft hereby grants to the Village and its designated agents any and all rights of access to the property which are Millcroft's to grant necessary for the purpose of completing such work.

6.) The Village is executing this agreement for the sole and limited purpose of confirming the arrangement as to escrowed funds and to comply with the letter of credit provisions of the subdivision regulations of the Village and the terms and provisions related thereto as set forth herein, and not for the purpose of limiting or diminishing in any way the jurisdiction, powers, and authority of the Village under all applicable laws and statutory authority.

7.) No amendment of this agreement may be made without the express written consent of the parties hereto.

8.) Millcroft shall proceed with reasonable diligence to complete the work that is the subject of this agreement in accordance with all applicable laws, rules and regulations of the Village and otherwise.

9.) This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year indicated.

Date:

The Village of Lansing

By: _____
Donald Hartill, Mayor

Date:

The Millcroft Trust

By: _____
Robert Miller, Trustee

Trustee Moore moved this resolution and Trust O'Neill seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye Trustee Frank Moore- Aye Trustee
Lynn Leopold-Aye Trustee Larry Fresinski-Aye
Trustee John O'Neill-Aye

The next item on the agenda was the approval of the minutes for June 16th & 21st, July 14th & 19th, 2004.

Motion-Approval of Minutes for June 16, 2004

Trustee Leopold moved that the draft meeting notes, as reviewed and revised by the Clerk/Treasurer and the Board, are hereby adopted as the official minutes. Trustee Moore seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye Trustee Frank Moore- Abstain Trustee Lynn
Leopold-Aye Trustee Larry Fresinski-Aye
Trustee John O'Neill-Aye

Motion-Approval of Minutes for June 21, 2004

Trustee Leopold moved that the draft meeting notes, as reviewed and revised by the Clerk/Treasurer and the Board, are hereby adopted as the official minutes. Trustee Moore seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye Trustee Frank Moore- Abstain Trustee Lynn
Leopold-Aye Trustee Larry Fresinski-Aye
Trustee John O'Neill-Aye

Motion-Approval of Minutes for July 14, 2004

Trustee Leopold moved that the draft meeting notes, as reviewed and revised by the Clerk/Treasurer and the Board, are hereby adopted as the official minutes. Trustee Moore seconded the motion. A vote was taken:

Mayor Donald Hartill-Abstain Trustee Frank Moore- Aye Trustee Lynn
Leopold-Aye Trustee Larry Fresinski-Aye
Trustee John O'Neill-Aye

Motion-Approval of Minutes for July 19, 2004

Trustee Leopold moved that the draft meeting notes, as reviewed and revised by the Clerk/Treasurer and the Board, are hereby adopted as the official minutes. Trustee Moore seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye Trustee Frank Moore- Aye Trustee
Lynn Leopold-Aye Trustee Larry Fresinski-Abstain
Trustee John O'Neill-Abstain

Steve Farkas, Town of Lansing Supervisor, has contacted Mayor Hartill requesting that the Village grant them

permission to have NYSEG install a streetlight at the corner of Autumn Ridge and Route 34. The residences in this area are in the Town but the property where the streetlight would be installed is in the Village of Lansing. The Town of Lansing has agreed to pay for the installation and the maintenance of this streetlight.

Resolution #4083- To Authorize the Mayor To Write a Letter to the Town of Lansing Giving Them Permission to Install a Streetlight at the Corner of Autumn Ridge and Route 34

Trustee Lynn Leopold moved to accept this resolution and Trustee O'Neill seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye	Trustee Frank Moore- Aye	Trustee
Lynn Leopold-Aye	Trustee Larry Fresinski-Aye	
Trustee John O'Neill-Aye		

Lynn Leopold expressed her concern with the type of lighting. Mayor Hartill will express this to Steve.

Don stated that Steve Farkas would also like one of our trustees to volunteer to participate in the Town of Lansing sewer discussions. Don feels it is of Village interest and would help us in understanding their sewer issues. The meetings would include discussing setting up districts, money and the issues of routing mains. The Mayor feels Frank has the background on these issues and would be a good representative. Frank questioned whether he was a little too opinionated for this. Frank agreed to be our representative for these discussions.

N. Triphammer Road Bid opening will be Friday August 6th at 11am. Don reminded the Board that this project has been worked on since 1996, and the bid opening will be the culmination of the Village's many years of effort. The underground work will be done this fall so that the disturbed soils can settle.

NYSEG has moved their lines for the Kline Road Bypass. Bat Con will be starting soon. They plan on having this project completed before the end of September.

The next topic of discussion was Ayla Way. John O'Neill has sent emails to the Trustees regarding his conversation with Manesh Mewar. There is still an issue of a French drain. John feels this would be a good solution for five houses on the upper strip of Janivar Drive. John Roy has installed PVC pipe and mesh material at 2-3 of his houses so that sod can attach. The people who have advised Mewar feel that a French drain next to a swale would work well. There is also a problem with Mewar's original grading but that is not our concern. John has spoken with Dennis and he is waiting to use the Town of Lansing's gradal. Don asked if there was a culvert that runs under the road. There is not, the water is forced to make a 90-degree turn which causes erosion. Frank thinks it looks like a piece meal job with no proper engineering. A question was raised as to whether a consultant should be brought in to access the situation, but it was decided that it wasn't necessary. Mewar has filed a formal complaint with NYSDEC. Don stated that except for the French drain it would have been resolved because the backhoe was there and the work could have been done. It was Mewar who told John O'Neill to tell the Village to do the pipe from Ayla Way to his ditch and then talk about what to do with his ditch. This would have solved 80% of Mewar's problem. Don's concern was that a French drain will have a silting problem which in turn would become a maintenance issue for the Village. John O'Neill will follow up with Brent Cross to make sure the pipe gets installed. Don will check with Dennis on the shoulder issue.

John O'Neill reported that he went to the IO meeting last week and they hired Darby Keiley. Grant money is coming which will be used to restore salt point and for the floating classroom. There will be a fly over doing thermal sensing to show where septic systems have failed along the lake.

John suggested that the Village look into acquiring a sliver of what appears to be unusable property owned by Votapka. The property is a triangle that goes from 25 feet wide to 5 feet wide and might be able to be used as a water detention area if the Village owned it. David Dubow suggested, that before we proceed with efforts to acquire the property, we confirm that this is in fact a good place for a detention pond and its use is consistent with the long terms plans for drainage issues associated with the Lansing Trails II proposed subdivision. He also suggested that a Board member make an initial approach to Mr. Votapka. John will ask Brent Cross what he thinks about using this area for a

detention pond. The Board feels that Lansing Trails II should also be tied together into one long-term plan for this area.

It was reported that JP Morgan Chase Bank has sent us the paperwork that is necessary to open up a savings account. Chase offers two types of collateral, Chase In-House or Bank of NY. The Board decided to go with the Chase In-House Collateral.

Motion- To Adjourn

Trustee Fresinski moved for adjournment. Trustee Leopold seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Lynn Leopold- Aye
Trustee Larry Fresinski-Aye

Trustee John O'Neill-Aye
Trustee Frank Moore-Aye

The meeting adjourned at 9:25pm.

Jodi Dake-Village Clerk