

Village of Lansing

MINUTES of a meeting of the Board of Trustees of the Village of Lansing held on Monday, July 17, 2006, in the Village Office.

Present: Mayor Donald Hartill; Trustees, Lynn Leopold, John O'Neill and Frank Moore; Clerk/Treasurer Jodi Dake; Attorney David Dubow; TG Miller Engineer, David Putnam; and Planning Board Member, Mario Tomei.

Mayor Hartill called the meeting to order at 7:38P.M. and opened the public comment period. Mario Tomei of 5 Bush Lane and Don Edwards of 9 Bush Lane inquired as to the Village's plans for storm sewers on Bush Lane. Don stated that John Courtney is now developing a plan for such storm sewers. There is no sidewalk so there will not be concrete gutters. Dave Putnam added that there will be a series of catch basins installed. Mario stated that whenever there is a water main break it fills up his basement. Dave explained that there will be new water pipe when completed. Dave and John are meeting Wednesday to discuss this issue, and work should start this summer. Don Edwards stated that he has discussed this problem in the past with Dennis Reinhart and heard the same story. Don stated that this is a different situation with John Courtney.

Don Edwards also asked if there are any plans for a deer hunt in the Village. The Mayor explained that the only place to do this in the Village is on the Sundowns Farm property and they have not done so for the past two years. The Board discussed the vermin problems. The State manages the hunting and deer overpopulation, and there was general consensus that there is definitely a problem.

John Wisor of 9 Leifs Way asked if he could comment on the subject of Bomax Drive and the ongoing efforts to extend the road to the Lansing Trails II subdivision now being developed. He asked if the Village contributing to the cost of this project would be characterized as financially helping the Jonsons & Bomax, the owners of the affected properties. Don explained that he views this as a life safety and property safety issue regarding the creation of a second means of access to and from the combined Lansing Trails developments. Don explained that we've come to this point because of the safety needs for current residents, and that the Village is trying to solve a legacy issue which goes back many years. It was explained that both parties have signed an agreement providing for the construction of the extension to Bomax Drive and its dedication and conveyance to the Village. The agreement also provides for a new sewer line to be extended so that the Transact parcel can solve the current sewer problem. Bomax Road will be completed generally consistent with Village Business & Technology Park specifications. This will provide access through the entire Lansing Trails complex. There will be temporary access for life safety issues.

Don explained how this issue came about. An earlier agreement between the Jonsons and Bomax provided for the construction of a residential street. It was then realized that the roadway needed to be built to B&T Park specifications significantly increased the cost. Both Bomax and the Jonsons have increased their contributions to the cost by approximately 40%, and the Village has committed to contributing an amount up to \$30,000. The Village share will not be paid until we accept the roadway. It was questioned if this will set a bad precedent. Don stated that it would not because the Jonson/Bomax agreement and related documents have been carefully drafted so as to emphasize the legacy situation and the various benefits to the Village.

Don stated that eventually Dart Drive will have a road constructed across the Dart property that will meet up at the airport light. The end that currently comes out on Warren Road will become a cul de sac. That will resolve that problem area. Don stated that we are very sensitive as to how we spend the taxpayers' money.

Motion-To Close the Public Comment Period

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

Mayor Donald Hartill-Aye
O'Neill-Aye

Trustee Frank Moore- Aye
Trustee Lynn Leopold-Aye

Trustee John

Dave Putnam stated that Denny, Suit Kote foreman on the N. Triphammer Project, would be returning on Wednesday with a skeleton crew from the Southern Tier area where they have been assisting in flood damage repair work. Dave anticipates that the Northwood Road design will go out to bid next week. He indicated that an agreement has been reached with Integrated.

John Bailey gave the Board a summary of our insurance coverage. The Property Coverage is a \$1.5 million blanket for buildings and contents for one loss to the Village. It was questioned why the insured property amount went up by approximately \$500,000 over last year's amount of coverage. John explained that a representative from Selective, the Village's carrier, came out and did a replacement value survey which resulted in the values having gone up. Don asked if they included the pump station next door since Bolton Point owns that and insures it. John will check into that. If it was included, there will be a decrease in our premium.

The Inland Marine coverage is for our equipment. General liability is the protection for bodily or property damage to others. John went on to explain that a municipality has extra protection in that they generally it must be notified in advance for there to be negligence. We have umbrella coverage which is another layer of coverage that gives the Village a total of \$4 million of protection. Owners and Contractors Protective (OCP) is insurance that is required by the State. Public Officials coverage is for Village officials for civil claims or claims against the Village. Crime coverage protects the Village for the dishonest acts of its employees. John will get us the deductible amounts for each of these policies. Don asked why some of the premiums are going down in price. John explained that we are in a soft market and the insurance companies are getting better returns on their investments. Frank brought up the issue of self-insurance. It was acknowledged that the County is self-insured. It was decided that in the case of the Village and considering its somewhat moderate premiums, self-insurance savings would not be worthwhile. John stated that he is always available to answer any questions we may have.

Next on the agenda was approval of minutes from June 5th & 14th and May 15th. Don requested that we only approve the June 14th minutes because he has not had a chance to review the June 5th meeting notes. Jodi had requested that he review them carefully to make sure that she had all the sewer details correct.

Motion - To Approve the Minutes from June 14th

Trustee O'Neill 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
Leopold-Aye

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

Trustee Lynn

The next item on the agenda was to consider proposed Local Law D, Amendment to Village of Lansing Code – Zoning Law Telecommunications Facility Special Permit Additional Conditions. The Board had previously received a copy of the Planning Board's recommended changes as prepared by David Dubow and approved by the Planning Board. David handed out a copy of the law with yellow highlights of additions and green highlights of deletions to help the Board better see the changes. David explained that what brought about this need for change were two projects recently reviewed and approved by the Planning Board -- the antennas on the Marriott Courtyard building and the Omnipoint/T-Mobile tower project on the McDonald's property. While going through the review process for those projects, the Planning Board identified some issues that they felt needed to be discussed. David explained that our existing Village Zoning Law provisions state that structures must provide for the co-location of equipment for a minimum of two additional parties. The Federal law recommends and encourages co-location. However, the wireless industry has moved in the direction of smaller towers and facilities to cover limited coverage gaps that do not require large structures that can hold additional equipment for other providers. This proposed revision to our law would grant the Planning Board discretion to waive this co-location requirement. The second issue addressed by this proposed local law is the fall zone issue. Currently, a fall zone is required equal to one and a half times the tower height. In the case of the Omnipoint/T-Mobile tower proposal, the Planning Board was provided with significant engineering information

that prompted them to conclude that the full fall zone was not required. As in the case of the co-location requirements, the proposed amendment would permit the Planning Board to waive or modify the fall zone requirement under limited circumstances that insure public safety. This was done in the Omnipoint/T-Mobile approval, but required BZA approval as well. In that case, the applicant was required to provide insurance coverage and indemnification in favor of the Village specific to the fall zone. Frank questioned if we should let the Planning Board decide on these issues. David explained that there is a high standard that the Planning Board has to meet in granting the proposed waivers. David also clarified that special permits require public hearings. These amendments will also reduce the need to go to the Board of Zoning Appeals (BZA). The Planning Board currently goes through an extensive and comprehensive review of these projects that the BZA doesn't have the benefit of participating in. The Planning Board already makes a recommendation to the BZA. This law would relieve unnecessary duplication of process.

Resolution #5260 - To Set a Public Hearing on Proposed Local Law D, Amendment to Village of Lansing Code – Zoning Law Telecommunications Facility Special Permit Additional Conditions for Monday August 7, 2006 at 7:35pm.

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

Mayor Donald Hartill-Aye
Trustee Frank Moore- Aye

Trustee Lynn Leopold-Aye
Trustee John O'Neill-Aye

Dubow explained that proposed Local Law E has to do with buffer strip requirements under the Village Zoning Law provisions. This proposal came about with respect to the recently approved Colonial Vet project and the buffer strip issues that were involved. This proposed law also cleans up some language and eliminates duplicate provisions that are set forth elsewhere in the Village Code. This proposed law would grant the Planning Board discretionary power to waive or modify certain existing provision. David once again handed out copies of the law with the changes highlighted to assist in the Board's review. David stated that the actual required width of the buffer strip would not be subject to Planning Board waiver or modification and will continue to be subject to BZA jurisdiction. Again, the proposed changes are in part to avoid duplicated efforts by the BZA and Planning Board. John O'Neill suggested contacting the BZA on these two issues since they affect them. Jodi will copy the laws and get them to the BZA members at tomorrow night's meeting.

Resolution # 5261- To Set a Public Hearing on Proposed Local Law E, Amendment to Village of Lansing Code – Zoning Law Buffer Strip Requirements for Monday August 7,2006 at 7:45pm.

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

Mayor Donald Hartill-Aye
Trustee Frank Moore- Aye

Trustee Lynn Leopold-Aye
Trustee John O'Neill-Aye

Next on the agenda was to consider the offer of dedication of Bomax Drive. The proposed resolution prepared by David provides for the acceptance by the Board of the offer of dedication by Bomax Properties, LLC of Bomax Drive, and includes appropriate conditions attached to that acceptance. Copies of the resolution had been previously distributed to the Board members for their prior review. David explained the background to this proposed road dedication and the obligations to be assumed by the Village as part of this somewhat complicated arrangement by and among the Village, the Jonsons and Bomax Properties, LLC. David reviewed the Village Law procedure for road dedications and explained that when the Board adopts a resolution accepting an offer of dedication, it is then required to hold a public hearing. After that public hearing, assuming that the Board has not heard anything to alter its original decision, a reaffirming resolution, which David will prepare, is to be adopted.

It was explained that originally Bomax agreed to complete Bomax Drive when a subdivision for the balance of its property was approved. The further subdivision of the property has never been formally pursued, so Bomax has not been required to build the road. Don pointed out that by participating in having the road completed and dedicated, the Village will derive many benefits. We've wanted connectivity to Warren Road for years. With the Warren Road improvement project having been approved, the County is getting ready to proceed with the necessary work, including

plans for a traffic light at that intersection. If the Bomax Drive is not completed and dedicated to the Village, we may lose the opportunity for the traffic light. Don explained that the cost of this type of traffic light is around \$100,000. Timing is critical. The Jonsons also plan to install the sewer so Transact property which is a much needed connection to our public sewer system. Once the road is installed to our specifications, we'll contribute up to \$30,000 of the cost of the improvements.

There was concern that we are accepting the road just after construction without a warranty period. Don stated that the road will be built to our specifications.

Another concern was that there will be no sidewalks. Don stated that the original Bomax plat had no sidewalks. The Village will eventually install drainage structures and sidewalks along that road. Our engineers have agreed that sidewalks would not be a good idea at the present time. There will be 5 foot walking shoulders for now.

There will be no streetlights initially along Bomax. A concern was expressed that this might be a problem for people that may want to walk to the Post Office. Don stated that the Post Office is not open after dark.

Pending the completion of the road and its dedication to the Village, there will be temporary usage for construction vehicles and potential buyers. The intention is not to have full connectivity until the roads in Lansing Trails II are complete. Don reiterated that we won't take over the road until all requirements are met. Don asked the Board what they thought. Lynn looks at the money we're spending as an investment. John was uncomfortable with the situation. Frank asked how or when we would pay up to \$30,000. Don explained that once we own the road payment will be made. It was explained that there is no prohibition on our contributing to the cost of a road. The party most at risk Ivar Jonson because he doesn't get paid until the road is completed to our satisfaction.

Resolution #5262 - To Accept the Offer of Dedication of Bomax Drive

WHEREAS, the Village of Lansing has received in writing a conditional Offer of Dedication dated July 7, 2006 from Bomax Properties, LLC ("Bomax"), a New York limited liability company, for the extension of Bomax Drive westerly from the end of the existing Bomax Drive to the easterly boundary of property known as the "Lansing Trails II Subdivision" in the Village of Lansing, as well as any water and sewer mains located within the bounds of such premises; and

WHEREAS, the Village of Lansing wishes to accept the Offer of Dedication, including the conditions and obligations to be satisfied by the Village and upon which the Offer has been made, subject, however, to certain additional conditions as set forth below;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Village of Lansing as follows:

The Village of Lansing hereby accepts the Offer of Dedication made by Bomax and the conditions and obligations to be satisfied by the Village and upon which the Offer has been made, subject to full and complete satisfaction of each of the following conditions:

- a. Satisfactory conclusion of the public hearing to be held in reference to the dedication of the subject property in accordance with Sections 6-612 and 6-614 of the Village Law of the State of New York;

Confirmation from the Village Engineer that (i) all required work with respect to the proposed road right of way and related improvements has been completed as required and (ii) acceptance of the road right of way and related improvements is thereby recommended;

Delivery to, review by and approval of the Village Attorney of original and executed copies of each and every document required in order to complete conveyance of the subject property in accordance with all applicable provisions of the State of New York and Village of Lansing laws, rules and regulations;

Receipt by the Village Attorney from Bomax of a satisfactory and fully updated abstract of title and all related title and transfer documents to confirm that the premises will be conveyed free and clear of all liens and encumbrances other than customary public utility easements of record; and

Recording and filing of the warranty deed conveying the subject property to the Village of Lansing, and recording and filing of any other documentation necessary to complete the conveyance of such property free and clear of all liens and encumbrances other than customary public utility easements of record.

2. A public hearing shall be conducted in regard to this Offer of Dedication at the next regularly scheduled meeting of the Board of Trustees of the Village of Lansing, on August 7, 2006, at 8:00 PM, all in accordance with the provisions of Sections 6-612 and 6-614 of the Village Law of the State of New York.

The Village of Lansing's acceptance of the Offer of Dedication is expressly subject to the above-stated conditions, and such acceptance shall not become effective until each of said conditions has been satisfied in full.

Trustee Moore moved this resolution. Trustee Leopold seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Frank Moore- Aye

Trustee Lynn Leopold-Aye
Trustee John O'Neill-Aye

The next item was to consider the Omnipoint/T-Mobile Encroachment License Agreement. David explained that his Encroachment License Agreement was provided to Omnipoint/T-Mobile several months ago following their receipt of conditional special permit approval for the tower project on the McDonald's property. A license, unlike a permanent easement, is something that we have a right to revoke. The approval of the Encroachment License Agreement by the Board of Trustees was a condition of the Planning Board's special permit approval. The minutes of the Board of Trustees meeting on March 20th will confirm that he informally brought this matter to the Board's attention at which time there was general consensus in favor of the proposed encroachment onto and under the Village's drainage easement and the execution of an appropriate agreement providing for the terms and provisions of the encroachment. It has unfortunately taken far more time than anticipated to confirm final approval from Omnipoint/T-Mobile on the actual Agreement.

Based upon his most recent discussions with in-house counsel at Omnipoint/T-Mobile, David indicated that he is sufficiently confident that the proposed Agreement can now be presented to the Board of Trustees for its approval and for the grant of authority to the Mayor to sign the Agreement at the appropriate time. Copies of the Agreement were previously provided to the Board members for their review. The only open issue was what amount to have Omnipoint/T-Mobile pay concurrently with the execution of this Agreement. David explained that although the finalization of this Agreement was more difficult than anticipated, Omnipoint/T-Mobile has been generally very cooperative through this whole process. After some discussion the Board decided on the amount of \$500 as an appropriate payment to the Village to be inserted in paragraph 17 of the Agreement.

Resolution # 5263- Approve Execution of the Following Encroachment License Agreement

AGREEMENT made this 17 day of July, 2006 by and between the VILLAGE OF LANSING, a municipal corporation having offices at 2405 North Triphammer Road, Ithaca, New York 14850 (the "Village") and T-MOBILE USA/OMNIPOINT COMMUNICATIONS, INC., having offices at 103 Monarch Drive, Liverpool, New York 13088 (the "Licensee").

WHEREAS, Licensee (by itself and/or in conjunction with one or more of its affiliated entities) has entered into one or more site license agreements pursuant to which it is entitled to construct, install and operate a wireless telecommunications tower with antennae, a communications building adjacent thereto, and related equipment (collectively the "Telecommunications Facilities") on a parcel of land in the Village of Lansing, County of Tompkins, State of New York, commonly known and designated as 2350 North Triphammer Road (the current site of the McDonald's restaurant), as more particularly designated as Tax Parcel No. 47.1-1-17.82,(the "Premises"); and

WHEREAS, the Village was granted a certain easement with right of way (the "Easement") by Karl D. Butler dated September 20, 1983, and recorded in the Tompkins County Clerk's Office on October 19, 1983 in Liber 597 of Deeds at Page 921, to lay, construct, operate, maintain, clean, alter, repair, remove, replace or change the size of a drainage swale and culverts together with reasonable access thereto, the area covered by the Easement (the "Easement Area") being a portion of the Premises and more particularly described in the Easement and the maps and drawings referred to therein; and

WHEREAS, Licensee has requested in writing from the Village permission to install and maintain certain landscaping improvements (such landscaping being a requirement attached to the approvals granted to Licensee by the Village for the Telecommunications Facilities) and underground telephone, electric and grounding wires inside the Easement Area (individually an "Encroachment" and collectively the "Encroachments"), each such Encroachment and its respective location being more specifically set forth on the plan attached hereto and intended to be recorded concurrently with this License; and;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the sum of One Dollar (\$1.00) and other good and valuable consideration by Licensee to the Village in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their, successors and assigns, do hereby covenant and agree as follows:

1. Subject to the terms of this License Agreement, Licensee shall have the right to install and maintain the Encroachments in the Easement Area at the locations shown in the above-referenced plan, together with access thereto. Licensee shall in each instance be permitted to exercise such rights only upon (i) Licensee having received all required permits and regulatory approvals for the construction and installation of the Telecommunications Facilities (including, but not limited to, the Encroachments) and such permits and regulatory approvals being in full force and effect, and (ii) Licensee having given no less than five (5) days prior written notice to the Village Superintendent of Public Works. All such installation and maintenance work shall be performed under such supervision as the Village Superintendent of Public Works directs. Under no circumstances shall (i) the Encroachments and their locations be altered, enlarged, extended or replaced without the prior written consent of the Village and/or (ii) Licensee cause or permit any encroachments beyond those provided for herein onto the Easement Area without the prior written consent of the Village.

2. Each Encroachment shall be permitted to continue so long as such Encroachment continues in existence as shown in the above-referenced plan, or until such earlier date that the Village Superintendent of Public Works or the Village's Engineer determines that the temporary or permanent removal of any one or more of the Encroachments is/are reasonably necessary for the exercise of the Village's rights under the Easement, in which latter case any such identified Encroachment(s) shall be removed by Licensee at Licensee's sole cost and expense no later than sixty (60) days following written notice from the Village.

3. Notwithstanding the foregoing, and in addition thereto, it is hereby acknowledged, understood and agreed that in the case of emergency or other similar circumstances dictating immediate action (including those circumstances under which the Village is unable to provide the sixty (60) day notice provided for above in Paragraph "2"), the Village may enter upon the Easement area, remove any Encroachment deemed reasonably necessary for the exercise of

the Village's rights under the Easement, and take any other action permitted under the Easement, the reasonable costs and expenses related thereto (including, but not limited to, restoration of the Easement Area and surrounding area) to be borne solely by Licensee. The Village will use its reasonable best efforts to provide prior notice of its intent to exercise such emergency rights and to permit Licensee to remove the Encroachment as required and/or take other appropriate action. If such prior notice is not given, the Village will use its reasonable best efforts to provide notice as soon as possible after it exercises its emergency rights hereunder. Under any and all circumstances, and notwithstanding anything to the contrary herein, the failure to provide either of the foregoing notices shall not be deemed to be a breach of this Agreement by the Village and the Village shall have no liability related thereto.

4. In the event that the Village exercises its rights as set forth above or any one or more of the Encroachments is/are otherwise removed, Licensee shall not be permitted to replace any such Encroachment(s) without the prior written consent of the Village. If in fact any Encroachment(s) is/are removed, voluntarily or involuntarily, and Licensee is thereafter permitted by the Village to partially or fully restore such Encroachment(s), the cost of such restoration shall be borne solely by Licensee and such restored Encroachment(s) shall thereupon and thereafter continue to be subject to all of the terms and provisions of this Agreement.

5. This Agreement shall terminate and Licensee's rights hereunder shall cease (i) if and when all of the Encroachments no longer exist, including, but not limited to, upon the voluntary or involuntary permanent removal of such Encroachments in accordance with the terms and provisions hereof, (ii) upon Licensee's failure to cure any breach or default under this Agreement within thirty (30) days following written notice thereof, or (iii) upon the termination of the Easement.

6. Licensee agrees to indemnify and hold the Village (including its elected officials) harmless from (i) any losses, injuries, claims or damages arising out of the use or occupancy of the Easement Area and/or Encroachments by Licensee, or from any negligence or fault of said Licensee, its employees, invitees, agents or other persons permitted to use or occupy the Easement Area and/or Encroachments for any purpose, and (ii) any costs that the Village may incur, including, but not limited to, reasonable attorneys fees, due to any losses, injuries, claims or damages which may arise out of the use or occupancy of the Easement Area and/or Encroachments by Licensee, its employees, invitees, agents or other persons permitted to use the Easement Area and/or Encroachments for any purpose. In addition thereto, Licensee shall reimburse the Village for any and all costs that the Village may incur, including, but not limited to, reasonable attorneys fees arising out of the enforcement of this Agreement. Notwithstanding the foregoing, Licensee shall not be responsible to indemnify and hold the Village harmless from any damages resulting from the negligence or willful misconduct of the Village, its employees, agents or assigns.

7. Licensee, at its sole cost and expense, shall procure and maintain on (i) the portion of the Premises upon which it has rights related to the Telecommunications Facilities, (ii) the portions of the Easement Area where the Encroachments are located and over which Licensee will gain access, and (iii) the Telecommunications Facilities themselves, commercial general liability insurance and commercial vehicle liability insurance, each covering bodily injury and property damage with combined (including umbrella coverage) limits of at least Four Million and 00/100 Dollars (\$4,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability arising out of or in connection with the use or occupancy by Licensee, its employees, invitees, agents and other permitted persons of the Easement Area and/or Encroachments, all as provided for herein. The Village shall be named as an additional insured on the Licensee's policy or policies. Licensee shall provide to the Village one or more certificates of insurance evidencing the coverage required by this paragraph prior to initially exercising any rights under this Agreement and prior to each policy renewal period for such coverage. Each such certificate shall confirm that the Village is named as an additional insured and shall further provide that the Village shall be given no less than thirty (30) days written notice prior to any material change in or cancellation of such coverage.

8. Licensee represents, warrants and agrees that it will not use, generate, store or dispose of, and will not permit the use, generation, storage or disposition by any other party, of any Hazardous Material on, under, about or within the Easement Area in violation of any law or regulation. Licensee agrees to defend, indemnify and hold the Village (including its elected officials) harmless against any and all losses, liabilities, claims and/or costs (including, but not limited to, reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any

petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph 9 shall survive the termination of this Agreement.

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9. Licensee may not assign or otherwise transfer all or any part of its interest in and/or rights under this Agreement, or in the Encroachments permitted hereunder, without the prior written consent of Lessor. Notwithstanding anything to the contrary in the foregoing, Licensee may assign without Licensor's consent, its interest in this agreement to its parent company, any joint partner or subsidiary of its parent company or to any successor-in-interest or entity acquiring fifty-one (51) percent or more of its stock or assets. Written notice of any such permitted transfer by Licensee shall be provided to the Village within ten (10) days thereof. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties hereto.

10. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement, such notice or demand shall be given or served in writing and sent to the Village and/or Licensee, as the case may be, at the following addresses and in the following manner:

If to the Village: Village of Lansing
2405 North Triphammer Road
Ithaca, NY 14850
Attn: Mayor

If to Licensee: T-Mobile USA/Omnipoint Communications, Inc.
103 Monarch Drive
Liverpool, NY 13088

class=Section3>

Attn:

All such notices shall be sent (i) by certified or registered mail, return receipt requested, and in such case shall be effective as of the date two (2) days following the date upon which such mailing is deposited, or (ii) by reputable overnight courier, and in such case shall be effective one (1) day after the date of delivery to such courier. Any such address may be changed from time to time by either party serving notices as above provided.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event any action or legal proceeding is brought with reference to any aspect of this Agreement, the parties mutually agree that such proceeding shall be brought in an appropriate court in Tompkins County, New York, and each party consents to the jurisdiction and venue of said court.

12. This Agreement (i) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, (ii) supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties hereto with respect to such subject matter, and (iii) may not be modified in any way unless by a written instrument executed by all parties.

13. The waiver by any party hereto of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

14. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

15. Licensee shall execute and deliver such other documents and to perform such other acts as may, from time

to time, be reasonably required by the Village to give full force and effect to the intent and purpose of this Agreement.

16. Each party executing this Agreement represents and warrants that (i) he or she has the specific authority to bind the party on whose behalf he or she is signing this Agreement, (ii) the consent of any third parties is not required to perfect such authority, (iii) the party on whose behalf he or she is signing this Agreement has undertaken all actions required to enter into this Agreement, and (iv) his or her signature represents the binding obligation of such entity.

17. As consideration for this Agreement and the costs and expenses incurred by the Village related thereto, Licensee shall pay the Village the sum of \$_____ concurrently with the execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

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

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

David requested that the Board also pass a separate resolution to authorize the Mayor to sign the Indemnification Agreement covering the modified fall zone provisions approved by the Planning Board for the Omnipoint/T-Mobile project.

Resolution #5264 - To Authorize the Mayor to Sign the Indemnification Agreement Regarding Fall Zone.

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

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

Frank went back to the Bomax Road issue and once again voiced his feelings of uneasiness. Dubow reiterated that the resolution that they passed this evening remains subject to a public hearing and further action by the Board.

Lynn addressed the letter from Virginia Fenton who is concerned with the fact that there is no left turn signal to enter Cayuga Mall. She feels this is a dangerous situation. Lynn asked if there was going to be a turn signal there. Don stated that there will be a turn signal when the N. Triphammer Road Project is complete, but the problem is that we're in the middle of construction. Don will write a letter to Virginia explaining the situation. Don feels we have done a very good job of keeping traffic moving during this reconstruction.

Don stated that there has not been much change in the Town sewer project status since Thursday. Don is still waiting to get together with Steve Farkas and Cathy Valentino. Don has not received cost estimates yet. The Town plans to have a mailing go out explaining the sewer information. It's a progress summary to date. Frank explained that it is a fact sheet which will include a map of the proposed area. Lynn questioned why the County would want to be a donor and contribute to the sewer costs. Frank stated that it has to do with increased tax revenue and affordable housing. Lynn pointed out an article that she had printed from the Lansing Star. Dan Veaner, editor for the Lansing Star, was present at the meeting and explained what he understood from that meeting.

Motion- To Adjourn

Trustee O'Neill moved for adjournment. Trustee Leopold seconded the motion. A vote was taken:

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

The meeting adjourned at 10:15PM.

Dake

Jodi
Clerk/Treasurer