

## Village of Lansing

MINUTES of a meeting of the Board of Trustees of the Village of Lansing held on Monday, August 20, 2018, in the Village Office.

PRESENT: Mayor Donald Hartill; Trustees, Ronny Hardaway, Gerry Monaghan, John O'Neill and Patricia O'Rourke; Clerk/Treasurer Jodi Dake; Attorney William Troy; Planning Board Member, Mario Tomei. There were 8 additional people in attendance at the meeting.

Mayor Hartill called the Board of Trustees meeting to order at 7:31pm. The Mayor opened the public comment period. There were no comments.

Motion - To Close the Public Comment Period

Trustee Hardaway made a motion to close the public comment period. Trustee O'Rourke seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye  
Trustee Patricia O'Rourke-Aye  
Trustee John O'Neill-Aye

Trustee Ronny Hardaway- Aye  
Trustee Gerry Monaghan-Aye

### Deer Presentation by Bernd Blossey

Blossey had previously sent an email reminding the Board that it is time to make decisions about the deer program for the upcoming season. The following information was provided:

1. The report for the last season with his recommendations. See below.
2. The DDP application to the DEC
3. The justification for the DDP continuation that will be attached to the permit application. See below.

### **2017-18 Village of Lansing Deer Hunting Report**

Bernd Blossey

#### **Background**

2017 was the 11<sup>th</sup> year that the village has implemented deer reduction efforts using bow hunting, and the third where exclusively Deer Depredation Permits (DDP's or nuisance permits) were used. Initially all village permits were DMAP permits (Deer Management Assistant Permits) in addition to permits individual hunters had in their possession. Since 2012/13 the establishment of a Deer Management Focus Area (DMFA) eliminated the need for DMAP tags allowing each hunter to take 2 antlerless deer/day plus adding a 3-week late January season. While landowner participation in the deer management program of VOL continued to rise, deer harvest rates had declined after peaking in 2011

and 2012 despite continued efforts (Table 1). Starting with a pilot program in winter 2014, the Village implemented an exclusive nuisance approach starting with the 2015 season and this approach has continued in the 2017-18 season.

**2017-18 Deer harvest statistics:**

During the past season, 12 hunters participated and 9 were successful in harvesting 47 deer during the approved shooting period that ended on 31 March 2018. The deer take is slightly larger than last season. Hunters made 82 trips for a total of approximately 248 volunteer hours (only hours in stand are counted). This equates to 5.8 hours of effort needed to harvest a deer. This is a decrease from last season showing that participants were effective in using trail cameras to schedule their stand time. Nevertheless, there are certain locations where individuals were unable to take deer (Table 1).

**Age and sex distribution:**

The age and sex distribution of deer killed remains very favorable with 29 does killed.

Adult does: 17

Does <1 year old: 12

Adult bucks: 11

Bucks <1 year old: 7

See Table on next page.

**Table 1:** Properties/groups of properties and deer harvest rates in VOL since 2007. (Only properties with stand use are listed. A – indicates that the property was not part of the portfolio in a particular year or season. The parentheses in the column summarizing deer harvest rates in 2014 represent deer taken during the DDP period over bait. For 2015 and later years numbers represent DDP exclusively.

<b>Property</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014 (DDP)</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Leopold	11	2	5	9	3	2	1	13(13)	0	1	0
Lempert/Novarr	-	-	7	7	4	8	4	4	-	0	4
Bieri/Adelson	-	-	21	6	22	10	13	17(12)	19	12	14
Street/Butler/Dennis	-	-	-	21	14	14	4	9(2)	6	2	0
Autumn Ridge	-	-	-	-	13	2	8	4	6	1	-
Park/Cayuga Heights Road	-	-	-	-	4	7	1	4	6	11	9
Route 13	-	-	-	-	5	2	5	4	1	3	2
Abrams	-	-	-	-	-	1	0	0	-	-	-
Bomax	-	-	-	-	-	6	3	2(1)	4	3	4
Spanswick/Travis	-	-	-	-	-	2	1	4(2)	-	-	-
Swearingen	-	-	-	-	-	3	0	0	-	-	-
Seacord	-	-	-	-	-	2	0	4(2)	1	-	0
Cornell Business Park	-	-	-	-	-	-	-	0	1	1	2
Dean	-	-	-	-	-	-	-	1	2	1	2
Craig	-	-	-	-	-	-	-	0	-	-	-
Dart Drive	-	-	-	-	-	-	-	4	7	3	4
Bolton Point	-	-	-	-	-	-	-	2	-	-	-
Schleelein	-	-	-	-	-	-	-	0	-	-	-
Baker	-	-	-	-	-	-	-	-	5	0	-
Miller lands									5	1	2
Coventry Walk									0	0	0
Brentwood Drive									2	4	-
Unaccounted for in qualtrix											4
<b>Total</b>	<b>11</b>	<b>2</b>	<b>33</b>	<b>43</b>	<b>65</b>	<b>65</b>	<b>49</b>	<b>68</b>	<b>65</b>	<b>43</b>	<b>47</b>

While we maintained the number of properties to the portfolio of landowners allowing deer management activities, not all properties were used and deer were not taken off several properties (Table 1). We also had to abandon a number of sites due to new DEC issued set-back distances for bait piles from public roads (>150 feet). In other locations, participants were discouraged by infrequent and wary deer (survivors are well educated by know). Part of this is expected as deer numbers decline in VOL, but much deer movement occurred in the middle of the night. And despite the ability to be on stand around the clock, no participants ventured out past midnight, as anticipated. And even fewer went out from January – March due to lack of deer activity at shooting locations at convenient hours. Nevertheless, participants saw 177 deer while on location representing 0.7 deer seen per hour of observation. The total deer seen is a significant drop from the previous season, but the number of deer seen per hour increased. Most of the deer taken were in the first 2 months of the season, in part explained by more participant activity

early and then reduced numbers. But deer congregations were still obvious at stand location, sometimes up to >10 within a single picture suggesting a reduced but continued high deer population in VOL.

**Time of harvest (plus 4 missing in qualtrix):**

October: 16  
November: 14  
December: 5  
January: 4  
February: 1  
March: 3

We continue to keep track of efforts using qualtrix reporting. For the first time 4 deer were not entered into the record sheet but recorded at the DDP sign out. We found that deer ran on average 55 yards before collapsing with the maximal distance at 400 yards. In 2017-18 we greatly reduced our loss rate to 7 deer or 13% after they were hit, mostly in dense brush (multiflora rose and honeysuckles). Use of a new tracking dog may have contributed this reduction.

Most of the deer shot were kept by participants for self-consumption but a significant number was donated to the Food Bank of the Southern Tier through the venison donation program.

**Outlook and Recommendation for 2018**

Despite difficulties, the harvest rate in VOL remained appreciably high although trips and participation dropped with few deer taken after December. Many individuals report an improvement in growth of understory plants and flowers, but oak recruitment, judged by planting of seedlings at three locations (Rt13 playground site, Bomax Drive, and Leopold's) in the Village is still greatly suppressed and further deer reductions are warranted. The deer program appears to move into the right direction, although very slowly. The aggressive efforts by Cayuga Heights, removing 47 deer through darting by a contractor in March/April 2018, may assist in herd reductions in VOL.

The challenges that remain are to increase or maintain participation by shooters. One important impediment remains the DPW site. Participants noticed herds of deer aggregating at the site (B. Blossy observed a herd of 11 in the middle of the day in March 2018!) when dropping off antlers or retrieving additional tags. The Bomax shooting location is lost due to construction at the site, and efforts on the Miller properties were very low last season. This leaves an important corner of VOL with little pressure or ability to take deer. I strongly urge the Board of Trustees to allow using this site. Otherwise, I recommend that the same approach be followed as for the previous season but extending the operational period from September to end of March.

**Village of Lansing Deer Management Program**  
Justification for use of Deer Depredation Permits in 2018-19

For the past 11 years the Village of Lansing (VOL) Board of Trustees has annually approved a coordinated bow hunting program to reduce the size of the deer herd in the Village. Concerns by residents about Lyme disease, deer vehicle collisions, ecological damage (no forest regeneration) and damage to ornamental plantings prompted the initiation of this program in 2007. The number of properties we hunted steadily increased and well over 30 landowners potentially participate in the program. Deer take increased initially but then tapered off (Table 1) despite the ability to target deer in more locations. Trail camera surveillance and general observations in the village suggest a reduced deer population, but not sufficiently so to help address ornamental damage, damage to forest regeneration, or Lyme disease concerns. Oak sentinel plantings continue to suffer extremely high mortality unless fenced.

The establishment of the DMFA, special regulations, and an additional hunting season in late January have greatly aided to enable individuals who are proficient and skilled to take additional deer. However, the early success of the DMFA season was reduced to nothing by 2015 (Table 1) and trail cameras show that deer have turned nearly entirely nocturnal, an observation also made in the Cornell program. This leads some to conclude that there are few deer left, when instead their activity pattern has shifted.

**Table 1:** Deer take in VOL since 2007 in the regular hunting season, during the DMFA seasons (2014 was both regular and then DDP in early 2015), and using DDP's (2015-2017).

<b>Deer take</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Regular season	11	2	33	43	65	47	47	40			
DMFA January season	-	-	-	-	-	18	2	0			
<b>Total</b>	11	2	33	43	65	65	49	68	65	43	47

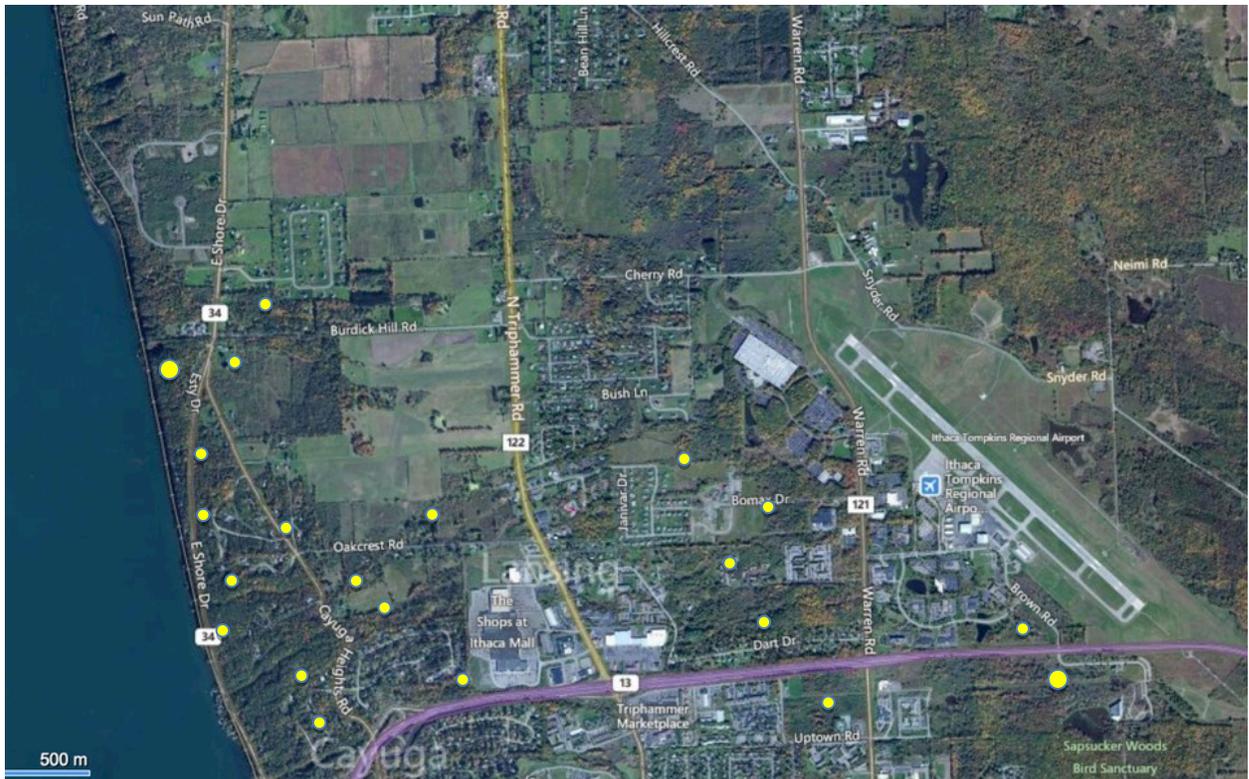
Nocturnal deer are nearly impossible to take in the regular hunting season. Number of available tags or hunter efforts are not limiting (12 trips were made in the 2015 DMFA season but no deer was taken). Instead it is, in part, access to deer on locations we are not currently allowed to hunt, but mostly the changed activity patterns. This includes the nocturnal behavior but also travel patterns and avoidance of stand locations. While the hunting program had made important contributions, it was recognized that hunting in the village alone was not likely to succeed in reducing the deer damage to acceptable levels. In 2015, the Board of Trustees approved a switch to apply for use of DDP's throughout the entire village and permits were ultimately granted annually by the DEC.

This approach appeared to have worked well, including the past 2017-18 season where we took 47 deer. While we have no data to assess the total deer population in the Village, some recovery of typically browsed plants occurs according to landowners. But not

sufficient to allow continued forest regeneration. We therefore request approval of the renewal of the attached DDP application for the 2018-19 season with a start date as early as possible after September 1<sup>st</sup> and continuing to March 31<sup>st</sup>, 2019. As in previous seasons, we request the ability to take antlered deer, with antlers delivered to the DEC every 10 days, the ability to discharge bows during a 24 hour period. This enables participants to be active in the early morning before daybreak as trail camera surveys have consistently shown that this would be a prime activity pattern at our bait sites.

A village appointed committee (chaired by Lynn Leopold, with participation by landowners and participants) will help to implement an overall strategy. The backbone of the operations are strategically placed nuisance baiting locations throughout the village (Fig. 1; no change from previous seasons). We will monitor deer travel and feeding patterns using trail cameras and will use archery equipment only (no crossbows are allowed in VOL according to our preferences).

Bernd Blossey (through independent sources of funding) is continuing to assess oak seedling survival using several locations in VOL.



**Fig. 1.** Possible shooting locations (yellow circles) in VOL

I hope this is what is needed for the board to consider this issue. I will be happy to brief all on what else is happening in the surrounding municipalities and at Cornell.

Blossey stated that we are doing well but not as good as it could be. 4-6 individuals are taking all the deer. Hartill stated that this late summer he has seen more deer that he has seen in a long time. Blossey stated that The Village of Cayuga Heights (VCH) took 47 deer in one week. City of Ithaca deer are coming back to the VCH. Town of Ithaca is moving forward with their deer program. The only opposition is in the VOL . A change in NYSDEC setbacks may effect things in areas such as Shannon Park.

Blossey proposes to extend what was been done in the last years. He has seen ten does behind the Village garage and he knows that Courtney is against having anyone hunt back there . This year we loss the Bomax hunting site because there are apartments now being built there. O'Neill stated that you can't hunt on our property because Courtney doesn't like it. Blossey stated that if you want to control deer that is a prime location. We could come thru and access that area by Triad. O'Neill confirmed that Montessori School welcomed hunting on the weekend after hours. Blossey asked the Board to consider allowing hunting in this prime location. The corn supplier is no longer available and they are looking into other possible suppliers. Hartill will have a chat with Agway to see if they sell corn. Courtney stated that Genoa has cheap corn for around \$150/ton. Blossey will look into contacting Mayberry.

Courtney stated that we pick up one deer a year use to be one a month. Courtney thinks the hunt has been successful. Blossey stated that they judge success by vegetation. To do a count is a major expense. With oaks we can predict oak damage. They do this on the Cornell campus. Hartill stated that the forest is beginning to recover but it is only temporary until the deer populate again.

Hardaway asked if this program allowed us to hunt 24 hours a day. Yes, this shoot period has been the same for the last two years. This allows us to be flexible. Typical hunting for NYSDEC went to 11pm. Deer traffic is high from 2-4am.

Resolution #6512-Authorize Mayor to Sign the NYSDEC Deer Damage Permit  
Application

Trustee Monaghan moved to adjourn. Trustee Hardaway seconded the motion. A vote was taken:

Mayor Don Hartill – Aye  
Trustee Gerry Monaghan– Aye  
Trustee John O'Neill-Aye

Trustee Ronny Hardaway – Aye  
Trustee Patricia O'Rourke – Aye

Dake will send the permit to Courtney LaMere at the NYSDEC tomorrow.

Community Room User Agreement

Troy has reviewed the insurance and made a few minor adjustments. Troy pointed out that the insurance was lowered from \$1million/\$2million to\$500,000/\$1 million as

recommended by our Insurance Agent. We may need to be flexible with this amount. Monaghan feels we should give it a try. It can always be revisited. Other areas that were revised included adding a music clause and incorporated what constitutes clean up. After some minor revisions proposed by Hardaway, the following is a copy of the proposed agreement:

**COMMUNITY HALL  
Village of Lansing**

**AGREEMENT**

This Agreement, between the Village of Lansing-Community Hall (the OWNER) and the USER describes the terms and conditions under which the OWNER shall allow the USER to use the Community Hall for the Village of Lansing hereinafter referred to as the PROPERTY.

The OWNER agrees to make the PROPERTY as described below available to the USER for the date(s) and time(s) and purposed as described below, and in consideration for such use, the USER agrees to pay the fees and to abide by the terms and consideration set forth in this Agreement.

**Fees and Terms and Conditions**

1. This document contains the basic USE agreement between the OWNER and the USER.
2. The OWNER agrees to make the PROPERTY available to USER on the date of \_\_\_\_\_ from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. for USER's exclusive use. The User shall be present.
3. The PROPERTY consists of the Village of Lansing-Community Hall of the building located at 2405 N. Triphammer Road, Ithaca, New York 14850. The Community Hall includes the use of a room, the restroom and coat area. The PROPERTY also includes use of parking areas owned by the Village of Lansing.
4. For the use of the PROPERTY as described above, USER agrees to pay OWNER the agreed rental fee of \$10.00 for each day of use. The base fee is payable to the Village of Lansing to cover the heat, electricity, water, use of tables and chairs for up to 29 people and the afore-mentioned restroom. OWNER shall provide to USER a written invoice associated with the day's use, and payment shall be due before the event.

5. USER also agrees to make a separate deposit of \$50.00 to the OWNER to insure they are responsible for all damages to the facility, grounds, parking areas and equipment, caused by the USER or its participants or invitees. USER agrees to make no temporary or permanent modifications to the PROPERTY without prior notification to and written approval of the OWNER. On each day of use, USER agrees to return the PROPERTY in the same or better condition that it was in prior to use, including entrance and exit. After the event the OWNER's staff will inspect the facility and determine the USER's damages or not. The deposit will be returned upon an inspection of the PROPERTY which reveals no damage.
6. USER agrees that the PROPERTY will not be used for any unlawful purposes, and USER will obey all laws, rules, and regulations of all governmental authorities while using the above described PROPERTY. USER agrees that no commercial business will be conducted in the Community Hall and the Village of Lansing PROPERTY. USER agrees to make the best effort to ensure that all waste generated by and during use is properly separated into the categories of trash, recyclable materials and compostable materials, and placed in the appropriate containers for disposition (either by USER or by OWNER).
7. USER agrees to be responsible for all damages to the facility, grounds, parking areas and equipment, caused by the USER or its participants or invitees. USER agrees to make no temporary or permanent modifications to the PROPERTY without prior notification to and written approval of the OWNER. On each day of use, USER agrees to return the PROPERTY in the same or better condition than it was prior to use, including entrance and exit. Décor, signs and/or banners will be on the two bulletin boards in the Community Hall and not on the walls and doors.
8. Youth groups must have an adult supervisor. USER acknowledges that the serving and use of alcoholic beverages is not allowed within the Community Hall or on the Village's PROPERTY. Smoking is not allowed in the Hall. If USER allows music to be played during the term of use, such music must be played at a volume to ensure that neighbors are not disturbed by said music.
9. USER will not assign any rights under this Agreement, and any such assignment may, at the sole option of the OWNER, void this Agreement.
10. USER agrees to hold harmless, indemnify and defend OWNER (including OWNER's agents, employees, and representatives) from any and all liability for injury for damage, including, but not limited to, bodily injury, personal injury, emotional injury, or property damage, which may result for any

person using the above described PROPERTY, its entrance and exit, and surrounding areas, for USER's purposes, regardless of whether such injury or damage results from the negligence of the OWNER (including OWNER's agents, employees, and representatives) or otherwise.

11. USER agrees to have in place, if required by the OWNER, during use of the PROPERTY comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of New York, covering the use under this Agreement, with combined single limits of no less than \$500,000 per occurrence and \$1,000,000 in the aggregate. Failure to provide such insurance will void this Agreement. USER shall name OWNER, including OWNER's officers, agents, employees, and representatives, as Additionally Insured for the purposes and use of this Agreement, and shall provide a Certificate of Insurance prior to the use stated above, as well as proof of continued applicability, as reasonably requested by OWNER. USER agrees that said insurance will be primary coverage and will contain no terms allowing the rights of the insured to be subrogated to the rights of any injured or damaged person of entity, insofar as said person or entity may have claims against the OWNER.
12. In order to have access to the PROPERTY, the USER will be assigned a code necessary to unlock the door to the PROPERTY on the day of the event.
13. OWNER retains the right to enter the PROPERTY at any time during USER's use, without prior notice, to make necessary repairs or to take other reasonable actions as landlord.
14. The USER shall be responsible for cleaning up the PROPERTY at the conclusion of the USE as follows:

**CLEAN UP:**

- (a) remove all of the papers, décor and other material and leave the PROPERTY broom clean;
- (b) return tables and chairs to their original spots;
- (c) turn off the lights for the bathroom and hall; and
- (d) be sure all doors are locked when you leave.

If there is any damage to the building the USER will be billed accordingly.

15. This Agreement may be cancelled by either party upon prior written to the other party, delivered or mailed to the addresses above, of two (2) calendar days.
16. The views and opinions of USER do not necessarily reflect the policy and position of the OWNER, Village of Lansing

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Village of Lansing (Print Name)

Resolution #6513-To Adopt the Community Agreement Shown Above Which Includes the Proposed Changes

Trustee O'Neill moved to accept the Community Hall Agreement. Trustee Hardaway seconded the motion. A vote was taken:

Mayor Don Hartill – Aye	Trustee Ronny Hardaway – Aye
Trustee Gerry Monaghan– Aye	Trustee Patricia O'Rourke – Aye
Trustee John O'Neill-Aye	

Mayor's Comments

On August 23<sup>rd</sup> there is a meeting of the Health Insurance Consortium. Hartill asked Hardaway if he could attend the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors Meeting at TC3 on August23, 2018. The meeting will be held in the Sprole Conference Room at 6pm. Hartill has not received an agenda yet but will forward it when it arrives. The Village has signed all the documents to join the consortium and this is just an introductory meeting. Hardaway agreed to attend.

Hartill stated that he hasn't heard from Herrick on the sewer progression. We are making progress in the park, mowing grass and roadside mowing. By the end of this week the soccer field will be at an appropriate level. It's looking very nice. The pavilion floor's concrete will be poured sometime this week. The Village will be providing picnic tables in the pavilion. Hartill will be donating a bench to the new park that will be placed on the trail just past the stream. Hartill will also personally contribute \$500 for food and anything needed for this dedication ceremony.

General Comments

Monaghan stated that he is just back from vacation and had nothing to report.

Courtney asked if the date for the new park ribbon cutting had been set. Mayor Hartill stated that it has been set for Sunday, September 16<sup>th</sup> at 1pm. Hartill added that we have made good progress on the trails around the new park. The Village of Cayuga Heights (VCH) gave us the millings from their roads to use on the trails. Our highway department helped VCH put in stormwater infrastructure on Parkway. We are using the Town of Lansing's roller, bulldozer and truck to work on the park. Hartill thanked Town of Lansing Supervisor Ed LaVigne for allowing us to use the Towns equipment. LaVigne stated that Village taxpayers paid for part of that equipment also.

Troy stated that he received a letter regarding the Shops at Ithaca Mall flooding case stating that the case was closed. There was a 50H hearing conducted. They found that no complaints were filed. Troy is waiting on a final confirmation.

O'Rourke stated that she received a message from Maria Antonio who was complaining of strange inhabitation on Wedgewood. She stated that there was loud music. Monaghan stated that this resident has solar lawn ornaments that play soft chanting music and light up. Monaghan stated that they were nice people. O'Rourke will forward the complaint to Monaghan.

O'Rourke has noticed a drop box at the Cayuga Mall which is supposed to be for books but there are bags of stuff laying around it. This area near the Econo Lodge looks awful. People are dumping there instead of leaving books. Hartill stated that he will make this one of Mike's first jobs. Hardaway stated that he would check it out.

O'Rourke stated that since she is unable to drive she will not be able to attend the TCOG Meeting on Thursday. Hartill stated that he would be able to either attend and/or transport her there.

Motion to Adjourn

Trustee Monaghan moved to adjourn. Trustee Hardaway seconded the motion. A vote was taken:

Mayor Don Hartill – Aye  
Trustee Gerry Monaghan – Aye  
Trustee John O'Neill – Aye

Trustee Ronny Hardaway – Aye  
Trustee Patricia O'Rourke – Aye

The meeting was adjourned at 8:18 pm.

Jodi Dake, Clerk/Treasurer