

Village of Lansing

MINUTES of a meeting of the Board of Trustees of the Village of Lansing held on Monday, September 15, 2008, in the Village Office.

Present: Deputy Mayor Larry Fresinski; Trustees Lynn Leopold, John O’Neill and Julie Baker; Attorney David Dubow; David Putnam, Engineer for the Village.

In the absence of the Mayor, Deputy Mayor Larry Fresinski called the meeting to order at 7:35 P.M. and opened the public comment period. There were no comments.

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:

Deputy Mayor Larry Fresinski-Aye	Trustee Lynn Leopold-Aye
Trustee Julie Baker-Aye	Trustee John O’Neill-Aye

Motion - To Open the Public Hearing on Proposed Local Law D (2008) Amendment to Village Code-Zoning Law – Elimination of “One-Unit Residence Converted” Use Category.

Trustee Leopold moved to open the public hearing. Trustee Baker seconded the motion. A vote was taken:

Deputy Mayor Larry Fresinski -Aye	Trustee Julie Baker-Aye
Trustee Lynn Leopold-Aye	Trustee John O’Neill-Aye

David Dubow explained that the Board was presented with this proposed law back in July but due to scheduling restrictions, the public hearing was set for this evening. Dubow provided the following explanation and background: This local law provides for the elimination of the “one-unit residence converted” use under the Village’s zoning provisions, a use that is currently permitted with a special permit approval, general and additional conditions, in the Low, Medium and High Density Residential Districts, the Shannon Park Planned Development Area and the Commercial Low Traffic District. The current need for this use and the special permit procedures associated with its approval were previously raised by Ben Curtis, Zoning and Code Enforcement Officer, and discussed by the Planning Board. Those discussions resulted in a determination that (i) the “one-unit residence converted” use is somewhat duplicative of the “two-unit residential building” use that is already permitted as of right in the same zoning districts; (ii) the duplication creates unnecessary special permit review and approval by the Planning Board; and (iii) the original underlying purpose and basis for the use is no longer present. The Planning Board concluded that there was no longer a justification to have this use. The law is simple in context though it changes a number of sections of the Village Code, particularly the Zoning Law. The one unit residential use provisions will be removed from the appropriate sections and subsections of the Code and those sections

and subsections will be listed as “Reserved.” The County Planning Department has reviewed the proposed local law pursuant to General Municipal Law Section 239 –l and – m and has determined that it has no negative intercommunity or county-wide impacts.

No one from the public spoke regarding Proposed Local Law D.

Motion - To Close the Public Hearing on Proposed Local Law D

Trustee Leopold moved to set a public hearing. Trustee Baker seconded the motion. A vote was taken:

Deputy Mayor Larry Fresinski -Aye
Trustee Lynn Leopold-Aye

Trustee Julie Baker-Aye
Trustee John O’Neill-Aye

It was decided that the Board will come back to this proposed law after the engineer’s report.

David Putnam stated that the new owners of Northwood have finally emailed him regarding the proposed dedication of the current private Northwood roadway. Zack Solomon of the Solomon Organization stated that he will get back to David next week. The Solomon Organization is located in Summit, New Jersey, but has a local office right at the Northwood Apartments location. David stated that John Courtney and his crew did a nice job with the new storm sewers in the Brook Drive neighborhood. Ned Hickey asked if the elimination of the drainage ditches will go on to St. Joseph and Dart Drive areas. David stated that it would.

The Board went back to do the SEQR for Proposed Local Law D. The Board reviewed Part I of the Short Environmental Assessment Form and then completed Part II. Based upon the completion of the Short EAF, the following resolution was presented to the Board:

Resolution #5480 – SEQR Review for Proposed Local Law D
(2008)

WHEREAS:

- A. This matter involves consideration of the following proposed action: Adoption of Proposed Local Law D (2008), to be designated Local Law 4 (2008) upon its adoption, to eliminate the “one-unit residence converted” use category in the Zoning provisions of the Village of Lansing Code, and to amend all provisions of Chapter 123 (entitled “State Environmental Quality Review Act”) and Chapter 145 (entitled “Zoning”) of the Village of Lansing Code accordingly so as to remove all provisions and references to such “one-unit residence converted” use category, it having been determined, based upon current conditions and circumstances, that the original purpose and justification for such “one-unit residence converted” use category is no longer present; and

- B. This proposed action is an Unlisted Action for which the Village of Lansing Board of Trustees is an involved agency for the purposes of environmental review; and
- C. On September 15, 2008, 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 Short Environmental Assessment Form (the "Short EAF"), Part I, 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), and (iii) completed the Short EAF, Part II;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. The Village of Lansing Board of Trustees, based upon (i) its thorough review of the Short EAF, Part I, and any and all other documents prepared and submitted with respect to this proposed action and its environmental review, (ii) its thorough review of 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), and (iii) its completion of the Short EAF, Part II, including the findings noted thereon (which findings are incorporated herein as if set forth at length), hereby makes a negative determination of environmental significance ("**NEGATIVE DECLARATION**") in accordance with SEQR for the above referenced proposed action, and determines that neither a Full Environmental Assessment Form, nor an Environmental Impact Statement will be required; and:
- 2. The Responsible Officer of the Village of Lansing Board of Trustees is hereby authorized and directed to complete and sign as required the Short EAF, Part III, confirming the foregoing **NEGATIVE DECLARATION**, which fully completed and signed Short EAF shall be attached to and made a part of this Resolution.

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

Deputy Mayor Larry Fresinski -Aye
Trustee Lynn Leopold-Aye

Trustee Julie Baker-Aye
Trustee John O'Neill-Aye

The Board then completed its review of Proposed Local Law D, after which the following resolution was presented:

Resolution #5481–To Adopt Proposed Local Law D (2008) as Local Law 4

WHEREAS:

- A. This matter involves consideration of the following proposed action: Adoption of Proposed Local Law D (2008), to be designated Local Law 4 (2008) upon its adoption, to eliminate the “one-unit residence converted” use category in the Zoning provisions of the Village of Lansing Code, and to amend all provisions of Chapter 123 (entitled “State Environmental Quality Review Act”) and Chapter 145 (entitled “Zoning”) of the Village of Lansing Code accordingly so as to remove all provisions and references to such “one-unit residence converted” use category, it having been determined, based upon current conditions and circumstances, that the original purpose and justification for such “one-unit residence converted” use category is no longer present; and
- B. The Village of Lansing Planning Board has (i) performed a review of the proposed action and (ii) referred such proposed action to the Village of Lansing Board of Trustees with a recommendation for its approval; and
- C. On August 4, 2008, the Village of Lansing Board of Trustees preliminarily discussed the purposes and intent of Proposed Local Law D (2008), and thereupon scheduled a public hearing thereon for September 15, 2008; and
- D. On September 15, 2008, the Village of Lansing Board of Trustees held a public hearing regarding this proposed action, and thereafter discussed and reviewed (i) Proposed Local Law D (2008), (ii) the Village of Lansing Planning Board’s recommendation of the proposed action, (iii) all other information and materials rightfully before the Board, and (iv) all issues raised during the public hearing and/or otherwise raised in the course of the Board’s deliberations; and
- E. On September 15, 2008, the Village of Lansing Board of Trustees determined that the proposed action is an Unlisted Action for which the Board is an involved agency, and thereupon, 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”), the Board (i) thoroughly reviewed the Short Environmental Assessment Form (the “Short 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 Short 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 determined that an Environmental Impact Statement would not be required; and

F. On September 15, 2008, the Village of Lansing Board of Trustees completed its review of (i) Proposed Local Law D (2008), (ii) the Village of Lansing Planning Board’s recommendation of the proposed action, (iii) all other information and materials rightfully before the Board, and (iv) all issues raised during the public hearing and/or otherwise raised in the course of the Board’s deliberations;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Village of Lansing Board of Trustees hereby adopts the attached Proposed Local Law D (2008), to be designated Local Law 4 (2008).

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

Deputy Mayor Larry Fresinski -Aye Trustee Julie Baker-Aye
Trustee Lynn Leopold-Aye Trustee John O’Neill-Aye

The following is Local Law 4 (2008):

AMENDMENT TO VILLAGE OF LANSING CODE - ZONING LAW – ELIMINATION OF “ONE-UNIT RESIDENCE CONVERTED” USE CATEGORY

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

SECTION I. PURPOSE & INTENT.

It is the purpose and intent of this local law to eliminate the “one-unit residence converted” use category in the Zoning provisions of the Village of Lansing Code, and to amend all provisions of Chapter 123 (entitled “State Environmental Quality Review Act”) and Chapter 145 (entitled “Zoning”) of the Village of Lansing Code accordingly so as to remove all provisions and references to such “one-unit residence converted” use category, it having been determined, based upon current conditions and circumstances, that the original purpose and justification for such “one-unit residence converted” use category is no longer present.

SECTION II. AMENDMENTS TO THE VILLAGE OF LANSING CODE.

A. Section 145-3 [entitled “Terms defined”] of the Village of Lansing Code is hereby amended so as to delete under the defined term “*Building, residential*” the entire text of subclause “B” (entitled “*One-unit residence converted*”) and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- B. Section 145-3 [entitled “Terms defined”] of the Village of Lansing Code is hereby amended so as to delete the reference to one-unit residence converted such that the defined term “*Dwelling unit*” shall read in its entirety as follows:

***Dwelling Unit* – One (1) or more rooms providing living accommodations for one (1) household, including cooking and bathroom facilities.**

- C. Section 145-39 [entitled “Low-Density Residential District (LDR)”] of the Village of Lansing Code is hereby amended so as to delete the text of subclause “(a)” (which reads “One-unit residence converted”) under subsection “(2)” (entitled “General and additional conditions”) under subsection D (entitled “Permitted with Special Permit”) and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- D. Section 145-39.1 [entitled “Shannon Park Planned Development Area] of the Village of Lansing Code is hereby amended so as to delete the text of subclause “(1)” (which reads “One-Unit Residence Converted”) under subsection D (entitled “Permitted with Special Permit: General and Additional Conditions”) and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- E. Section 145-40 [entitled “Medium-Density Residential District (MDR)”] of the Village of Lansing Code is hereby amended so as to delete the text of subclause “(a)” (which reads “One-unit residence converted”) under subsection “(2)” (entitled “General and additional conditions”) under subsection D (entitled “Permitted with Special Permit”) and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- F. Section 145-41 [entitled “High Density Residential District (HDR)”] of the Village of Lansing Code is hereby amended so as to delete the text of subclause “(a)” (which reads “One-unit residence converted”) under subsection “(2)” (entitled “General and additional conditions”) under subsection D (entitled “Permitted with Special Permit”) and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- G. Section 145-42 [entitled “Commercial Low Traffic District (CLT)”] of the Village of Lansing Code is hereby amended so as to delete the text of subclause “(a)” (which reads “One-unit residence converted”) under subsection “(2)” (entitled “General and additional conditions”) under

subsection D (entitled “Permitted with Special Permit”) and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- H. Section 145-59 [entitled “Special Permits”] of the Village of Lansing Code is hereby amended so as to delete the text of subclause “[3]” (reading “The application for a Special Permit for a one-unit residence converted (see § 145-60A.) under subclause “(b)” (entitled “Events requiring supplementary notification:”) under subsection “(4)” (entitled “Supplementary notice”) under subsection D (entitled “Special Permit Procedures”) and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- I. Section 145-60 [entitled “Additional conditions for certain Special Permit uses”] of the Village of Lansing Code is hereby amended so as to delete the text of subsection “A” (entitled “One-unit residence converted”) in its entirety and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- J. Section 145-81 [entitled “Chart of Uses”] of the Village of Lansing Code is hereby amended so as to delete in its entirety the line item in such Chart of Uses entitled “One-unit residence converted.”

- K. Section 145-82 [entitled “Typical uses; category of use”] of the Village of Lansing Code is hereby amended so as to delete in its entirety the text of subsection (7)” (reading “One-unit residence converted. Includes accessory facilities and residential uses, including gardening or farming.”) under subsection “A” of such section 145-82 and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

- L. Section 123.2 [entitled “SEQRA Type II List”] of the Village of Lansing Code is hereby amended so as to delete the text of subclause “3” (reading “Granting of a Special Permit to convert a single-family residence to a two-family residence in accordance with the terms of Section 145-60(A) of the Village of Lansing Zoning Law;”) and to replace such text with the following:

Reserved 9-15-2008 by L.L. No. 4-2008

SECTION III. SUPERCEDING EFFECT.

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

SECTION IV. VALIDITY.

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

SECTION V. EFFECTIVE DATE.

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

The next item on the agenda was the approval of minutes. Jodi stated that July 17th and August 14th would have to wait until Mayor Hartill was present.

Motion - To Approve the Minutes from July 7th, 21st and August 4, 2008.

Trustee Baker 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 Leopold seconded the motion. A vote was taken:

Trustee Larry Fresinski-Aye
Trustee Lynn Leopold –Aye

Trustee Julie Baker-Aye
Trustee John O’Neill-Abstain

The next item on the agenda was to consider the proposal for the Gupta’s License Agreement. It was acknowledged that a copy of the proposed License Agreement was given to the Board at their Thursday noon meeting. Larry stated that John Courtney had sent them pictures of the area being discussed. The problem is that the driveway being constructed on the Gupta property borders the boundary of an adjoining parcel owned by the Village for utility and drainage easement purposes and the Guptas are requesting permission to access the Village property to provide backfill for a retaining wall to support the driveway. Dubow explained that their office represents the Gupta’s on a regular basis and asked if there is any concern on the part of the Board with respect to a possible conflict of interest. He explained that one of the reasons for having the Board review this at their previous Thursday noon meeting was to have Ben Curtis and John Courtney, whom he had asked to review this matter, provide input for the Board’s consideration. It was confirmed that there was no concern on the Board’s part as to a potential conflict of interest. Dubow stated that this proposed agreement was originally discussed and tentatively agreed upon in concept by Ben and Om. John Courtney and Ben Curtis have both looked at this and have approved the proposed arrangements and License Agreement. It was confirmed that the retaining wall will be located on Gupta’s property. The Board wanted to stress the fact that John Courtney must inspect and

approve any work. Dubow pointed out that paragraph “1” of the Agreement states that this is required.

Following the Board’s foregoing discussion and review of this matter, the following resolution was presented:

RESOLUTION #5482-To Approve License Agreement with Om P. Gupta and Sunanda Gupta for Encroachment Upon Village Property

WHEREAS, Om P. Gupta and Sunanda Gupta (the Guptas”) are in the process of constructing a house and related improvements on their property situated at 37 Beckett Way in the Village of Lansing, County of Tompkins and State of New York (the “Gupta Property”), such premises being identified as Tax Parcel No. 47.1-6-14 and being more particularly set forth on a certain site plan entitled “Gupta Residence 37 Beckett Way Village of Lansing, New York” prepared by Jagat P. Sharma, Architect, dated June 19, 2008 (the “Site Plan”); and

WHEREAS, it has become necessary that the Guptas construct a concrete retaining wall along an approximately thirty-five (35) foot long portion of the easterly line of the Gupta Property (the “Retaining Wall”), and in order to provide additional support to the Retaining Wall, the Guptas desire to backfill the area east and southeast of the Retaining Wall (the “Backfill Area”), which Backfill Area lies on Village owned property (the “Village Property”) adjacent to the Gupta Property, all as more particularly set forth on the Site Plan; and

WHEREAS, the Guptas desire to obtain from the Village a license to allow them to install and maintain the Backfill Area on the Village Property; and

WHEREAS, the Village is willing to grant a revocable license to the Guptas to use the Backfill Area on the Village Property in accordance with the terms and conditions set forth in a proposed License Agreement (the “License Agreement”), which License Agreement has been submitted to the Village Board of Trustees for its approval; and

WHEREAS, the Village Board of Trustees wishes to confirm its willingness to approve the License Agreement and to authorize its execution on behalf of the Village;

NOW, THEREFORE, BE IT

RESOLVED, that the Village of Lansing Board of Trustees hereby (i) confirms its approval of the License Agreement and (ii) authorizes the Mayor or Deputy Mayor, on behalf of the Village, to execute the License Agreement and all other related documents proper and necessary for the recording and filing of the License Agreement, provided, however, that the Guptas shall be solely responsible for any and all of the required recording and filing costs related thereto.

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

Trustee Larry Fresinski-Aye
Trustee Lynn Leopold –Aye

Trustee Julie Baker-Aye
Trustee John O’Neill-Aye

The following is a copy of the license agreement.

THIS LICENSE AGREEMENT is made as of the day of September ____, 2008, by and between the Village of Lansing, a New York municipal corporation having offices at 2405 North Triphammer Road, Ithaca, New York 14850 (“Licensor”), and Om P. Gupta and Sunanda Gupta, having an address at 940 East Shore Drive, Ithaca, New York 14850 (collectively, “Licensee”).

WHEREAS, Licensor is the owner in fee simple absolute of certain premises located adjacent to the southerly side of Beckett Way in the Town and Village of Lansing, County of Tompkins, State of New York and described in more particular detail in the deed to Licensor recorded in the Tompkins County Clerk’s Office in Liber 658 of Deeds, at page 506 (“Licensor’s Premises”); and

WHEREAS, Licensee is the owner in fee simple absolute of certain premises also located adjacent to the southerly side of Beckett Way, and adjacent to the westerly side of Licensor’s Premises and described in more particular detail in the deed to Licensee recorded in said Clerk’s Office in Liber 718 of Deeds, at page 87 (“Licensee’s Premises”), and

WHEREAS, Licensee is in the process of constructing a house on Licensee’s Premises, and it has become necessary that Licensee construct a concrete retaining wall along an approximately thirty-five (35) feet long portion of the easterly line of Licensee’s Premises (the “Retaining Wall”), and in order to provide additional support to the Retaining Wall, Licensee desires to backfill the area east and southeast of the Retaining Wall, which area lies on Licensor’s Premises, all as more particularly set forth on a certain site plan entitled “Gupta Residence 37 Beckett Way Village of Lansing, New York” prepared by Jagat P. Sharma, Architect, dated June 19, 2008 (the “Site Plan”) attached hereto, incorporated herein and made a part hereof; and

WHEREAS, Licensee desires to obtain from Licensor a license to allow Licensee to install and maintain such backfill to the east and southeast of the Retaining Wall on Licensee’s Premises as more particularly set forth on the Site Plan; and

WHEREAS, Licensor desires to grant a revocable license to Licensee to use the area adjacent to the east and southeast of the Retaining Wall to install and maintain backfill (the “Backfill Area”) in accordance with the terms and conditions set forth in this Agreement and as more particularly set forth on the Site Plan; and

WHEREAS, Licensee desires to accept from and make use of, in accordance with the terms and conditions set forth in this Agreement, a revocable license to use the Backfill Area;

NOW, THEREFORE, Licensor and Licensee, for good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Licensor hereby grants to Licensee a revocable license, in accordance with all of the terms and conditions stated herein, to use the Backfill Area for the installation and maintenance of backfill to the east and southeast of the Retaining Wall, and to have access, for vehicles and pedestrians, over Licensor’s Premises from Beckett Way to the Backfill Area solely for such purpose. For so long as this license remains in effect, Licensor will not enlarge or extend the Backfill Area or erect, construct or install in the Backfill Area any structures or improvements. Prior to exercising its rights under this Agreement, Licensee shall in each instance obtain the written consent of Licensor. In conjunction with the granting of any such consent, Licensee shall provide written notice to Licensor of its intended action, which notice shall set forth (i) the specific action proposed to be taken, (ii) the date(s) upon which such action is to be taken, (iii) the party or parties to be involved in such action, and (iv) such other information reasonably required by Licensor. Licensee shall in each instance be permitted to exercise such rights only upon Licensee having received all required permits and regulatory approvals for the construction and installation of the backfill and such permits and regulatory approvals being in full force and

effect. Under all circumstances, any and all installation and maintenance work by and/or on behalf of Licensee shall be performed under such supervision as the Superintendent of Public Works of Licensor directs.

2. The license granted herein shall be revocable at Licensor's option, at any time, upon delivery by Licensor of written notice of such revocation to Licensee to 37 Beckett Way, Ithaca, New York 14850, or at such other address as Licensor has been instructed in writing to deliver such a notice. Notwithstanding anything to the contrary herein, and in addition to all of the rights of Licensor hereunder, 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 Licensor is unable to provide written notice of revocation of the license granted herein), Licensor may enter upon Licensor's Premises (including the Backfill Area), remove some or all of Licensee's backfill, and take any other action deemed necessary and/or appropriate under the circumstances. Licensor will use its reasonable best efforts to provide prior notice of its intent to exercise such emergency rights. If such prior notice is not given, Licensor 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 Licensor and Licensor shall have no liability related thereto.

3. In the event that the backfill encroachment of Licensee is removed, voluntarily or involuntarily, Licensee shall not be permitted to replace such encroachment without the prior written consent of Licensor. If in fact such consent is granted and Licensee is thereafter permitted by Licensor to partially or fully restore such encroachment, the cost of such restoration shall be borne solely by Licensee and such restored encroachment shall thereupon and thereafter continue to be subject to all of the terms and provisions of this Agreement.

4. This license shall remain in full force and effect in perpetuity provided that (i) Licensor has not revoked the licence provided herein or (ii) neither party hereto has delivered to the other a written notice terminating this license. In addition thereto, this Agreement shall terminate if and when the backfill encroachment of Licensee no longer exists, including, but not limited to, upon the voluntary or involuntary permanent removal of such encroachment in accordance with the terms and provisions hereof.

5. This license provides for the grant by Licensor of a license to Licensee and not of a lease of any kind. The relationship established by this license between Licensor and Licensee is that only of licensor and licensee and not that of lessor and lessee. The license granted hereunder shall not be construed as an easement to cross Licensor's Premises, nor as a right-of-way across Licensor's Premises.

6. Immediately upon revocation or termination of this license, Licensee shall, at Licensee's sole cost and expense, remove the backfill from the Backfill Area to the extent required in writing by Licensor. If Licensee fails to do so promptly, Licensor will have the right to do so, and Licensee will be responsible for any expense incurred by Licensor in doing so.

7. Licensee shall use the Backfill Area in accordance with this license only for installation and maintenance of backfill to the east and southeast of the Retaining Wall. Licensee shall not suffer or permit the use of the Backfill Area for any other purpose or by any other person.

8. Licensee shall not be obligated to pay any sum of money as a license fee for the use of the Backfill Area.

9. 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 Licensor's Premises in violation of any law or regulation. Licensee agrees to defend, indemnify and hold Licensor (including its elected officials) harmless against any and all costs, claims, actions, expenses, charges, liabilities and obligations, including, but not limited to reasonable attorneys fees, arising from any breach of any representation,

warranty or agreement contained in this paragraph 9. As used in this paragraph 9, "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.

10. Licensee shall defend, indemnify and hold Licensor (including its elected officials) harmless from and against any and all costs, claims, actions, expenses, charges, liabilities and obligations, including, but not limited to reasonable attorneys fees, which arise as a result of or in any way in connection with (i) the creation of the license contained herein, (ii) the exercise of the rights granted hereunder by Licensee and/or their invitees, agents, contractors or any other parties permitted by Licensee to gain access to the Backfill Area and/or Licensor's Premises, and (iii) any act or omission of Licensee and/or their invitees, agents, contractors or any other parties permitted by Licensee to gain access to the Backfill Area and/or Licensor's Premises. In addition thereto, Licensee shall reimburse Licensor for any and all costs that Licensor may incur, including, but not limited to, reasonable attorneys fees arising out of the enforcement of this Agreement. This paragraph 10 shall survive the termination of this Agreement.

11. Licensee, at its sole cost and expense, shall procure and maintain on the portions of Licensor's Premises where the Licensee's encroachment is located and over which Licensee will gain access thereto, general liability insurance and vehicle liability insurance, each covering bodily injury and property damage with combined (including umbrella coverage) limits of at least One Million and 00/100 Dollars (\$1,000,000.00) 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, their invitees, agents, contractors or any other parties permitted by Licensee to gain access to the Backfill Area and/or Licensor's Premises, all as provided for herein. Licensor shall be named as an additional insured on Licensee's policy or policies. Licensee shall provide to Licensor 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 Licensor is named as an additional insured and shall further provide that Licensor shall be given no less than thirty (30) days written notice prior to any material change in or cancellation of such coverage.

12. Licensee is permitted to assign, convey or otherwise transfer its rights under this agreement to any future owner of Licensee's Premises.

13. This agreement may be executed in more than one identical counterpart, each of which shall constitute but one and the same agreement. The terms of this agreement will be interpreted in accordance with the law of the State of New York.

14. This Agreement (i) constitutes the entire agreement and understanding 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.

15. 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.

16. 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.

17. Licensee shall execute and deliver such other documents and perform such other acts as may, from time to time, be reasonably required by Licensor to give full force and effect to the intent and purpose of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this agreement as of the date first set forth above.

David Dubow informed the Board that the special permit approval previously granted in 2006 for the new construction on Colonial Veterinary Hospital included a requirement for a buffer strip to be created and then conveyed to the Village for park purposes. It was thought that in addition to the buffer purposes this area would include a walk way as a nice thoroughfare from a residential area to a commercial area. The owners of Colonial purchased the land on one side of the cul-de-sac of St. Joseph Lane to use as the buffer and parkland. The intent is now to convey the park to the Village, all of the landscaping having been completed. The Board was advised that members of the Planning Board have looked at the area to be conveyed to the Village and are satisfied with it. Dubow indicated that he had previously received proposed conveyance documents and had requested a warranty deed which he has now received. The Board was concerned that we didn't have rights to cross the Colonial Property to permit pedestrians to continue from the parkland/walkway to North Triphammer Road. Colonial has consented to let people use a portion of their driveway to get to N. Triphammer Road. Dubow stated that they have agreed to put a stripe on their driveway to designate the walking area. There is access to the park from St. Joseph lane. Lynn suggested installing a greenway sign to designate the trail.

Ned Hickey stated that he met with two residents at the foot of St. Joseph Lane. They made some landscaping suggestions which Ned took to Dave Fernandez who, on behalf of the Colonial, added some plants. Ned explained that this area is meant to be a screen and there is no intent to completely hide the building. Ned feels they have done a very nice job and recommends that the landscape plan be approved as installed.

Ned stated that the Village is constantly adding more plantings on Village property as part of approvals granted for projects and this creates a need to utilize those who want to volunteer to help with landscape maintenance. The more parks and trails we add the more responsibility and maintenance we acquire. It was suggested that a Volunteer Garden Committee be discussed in the Village Newsletter. Dubow added that the more sidewalks and parks that become Village property, the more it becomes an issue of responsibility and raises budget considerations.

Following the Board's foregoing discussion and review of this matter, the following resolution was presented:

Resolution #5483-To Accept Conveyance by Colonial Properties of Ithaca, LLC of Property for Parkland Pursuant to Conditions of Special Permit Approval Granted by Village of Lansing Planning Board

WHEREAS, the Village of Lansing Planning Board has approved a special permit for improvements on premises of Colonial Properties of Ithaca, LLC, which premises are (i) situated at 2369 North Triphammer Road in the Village of Lansing, County of Tompkins and State of New York, and (ii) identified as Tax Parcel No. 47.1-2-17 (the "Colonial Property"); and

WHEREAS, the conditions of such special permit approval provided for the transfer and conveyance to the Village of a portion of property 0.306 acres in size situated to the north of the Colonial Property and adjacent thereto, such property (i) fronting on St. Joseph Lane, (ii) being a portion of Tax Parcel No. 47.1-2-2.2, and (iii) being more specifically set forth as “Parcel B” on a survey map entitled Survey Map No. 34 St. Joseph Lane Village of Lansing, Tompkins County, New York” dated April 12, 2006, and prepared by Allen T. Fulkerson, LLS, of T. G Miller P.C., Engineers and Surveyors (the “Parkland Property”), such Parkland Property being intended to serve as a buffer area and parkland of the Village; and

WHEREAS, Colonial Properties of Ithaca, LLC has made the required improvements to the Parkland Property and has offered to dedicate and transfer the Parkland Property to the Village as required; and

WHEREAS, the Village Board of Trustees wishes to confirm its willingness to accept the transfer and conveyance of the Parkland Property;

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

1. The Village of Lansing hereby confirms its willingness to accept the transfer and conveyance by Colonial Properties of Ithaca, LLC of the Parkland Property, provided, however, that the conveyance and related title and transfer documents related thereto are subject to the approval of the Village Attorney; and
2. Upon such Village Attorney’s approval, the Mayor is hereby authorized to execute all required closing documents necessary to effectuate the intended transfer and conveyance of the Parkland Property; and Upon such Village Attorney’s approval, the Clerk/Treasurer is hereby authorized to issue payment for all required and customary expenditures associated with the intended transfer and conveyance of the Parkland Property and the recording/filing of all documents related thereto.

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

Trustee Larry Fresinski-Aye
Trustee Lynn Leopold –Aye

Trustee Julie Baker-Aye
Trustee John O’Neill-Aye

During general discussion Larry stated that Time Warner Cable has completed cable installation of Road Runner service to the Village Office. Larry also updated the public on the major change of installing storm sewers in the Brook Drive area.

Ned reported that the Planning Board is working on work force housing. They have been in touch with Cornell University on this issue. One property that Cornell owns and that might be developed for work force housing is in the Village of Lansing. Ned indicated that the Village currently doesn’t have any affordable housing provisions in place and proposed that the Board of Trustees and the Planning Board have a joint meeting to

discuss this issue. Jodi stated that she had previously spoken to Ned about this and already emailed the Mayor asking for a date. Dubow added that the County Planning Department is really pushing for this issue to be addressed County-wide based upon the recognition that many workers in the County cannot afford to live in the County and therefore by those workers living elsewhere, the County loses potential economic benefits.

John O'Neill stated that on Leifs Way there are about 17 trees that look like they need to come down. The pond is full of silt and is a mess. Ned stated that he had spoken with John Courtney about this and the problem is we don't have access to that area by vehicle. The pond has been an issue for years. Ned also stated that we need to have someone in again to access our trees. There is a tree program on file which needs to be updated.

Motion- To Adjourn

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

Deputy Mayor Larry Fresinski -Aye
Trustee Lynn Leopold -Aye

Trustee Julie Baker-Aye
Trustee John O'Neill-Aye

The meeting adjourned at 8:28 PM.