



## REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room  
Wednesday, June 18, 2025  
6:30 PM

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### AGENDA

#### SUBJECT TO CHANGE

Meeting is open to the public and streamed live on YouTube.

#### VIEW THE MEETING LIVE - TOWN OF LANSING YOUTUBE CHANNEL

To find our YouTube Channel - Go to [www.lansingtown.com](http://www.lansingtown.com), click on the “YouTube” Icon (red square) located on the bottom left corner of our Home Page.

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Hearing on Proposed Local Law #4 of 2025 - A Local Law to Establish the Salaries and Methods of Pay for Planning Board Members, Zoning Board of Appeals Members, and Town Historian**
  - a. [Motion to Enter/Exit](#)
5. **Resolutions**
  - a. [Resolution Adopting Local Law #4 Of 2025 to Add Chapter 56 to The Town Code Respecting the Manner and Form of Allowed Compensation for Certain Public Employment Positions and Offices](#)
6. **Privilege of the Floor:** Limited to 20 Minutes with a Maximum of 3 Minutes per Speaker
  - a. **Optional Board Member Responses – Maximum 2 Minutes per Board Member**
7. **Department Reports**
  - a. [Department of Public Works Report](#) – Mike Moseley
  - b. [Parks and Recreation Report](#) – Patrick Tyrrell
  - c. **Director of Planning Report** – John Zepko
  - d. [Town Clerk Report](#) - Debbie Munson
  - e. **Lansing Community Library Report** – Annie Johnson
  - f. **Lansing Youth Services Report** – Richard Alvord
  - g. **Engineer’s Report** – Dave Herrick
  - h. **Tompkins County Legislator Report** – Mike Sigler
8. **Consent Agenda**

- [a.](#) Motion to Approve Contract with LaBella Associates, D.P.C. to Provide Review Services Associated with ORES Application, Including the AES Corporation and Nextera Energy Resources
- [b.](#) Resolution Authorizing Supervisor to Approve Certain DPW Construction Change Orders of Up to \$35,000 Without Further or Additional Town Board Approvals
- [c.](#) Resolution Scheduling Public Hearing for Proposed Local Law No.\_\_of 2025 - Override Tax Levy Limit
- [d.](#) Resolution to Create a Zoning Working Group in the Town of Lansing in Accordance with the New York Department of State Requirements
- [e.](#) Resolution Authorizing Town Supervisor to Execute Contract with MJ Engineering for the Lansing Greenway Master Plan
- [f.](#) Resolution Accepting Proposal from MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. for Town Center Greenway Phase 1 Feasibility Study
- [g.](#) Resolution Authorizing Town Supervisor to Negotiate Final Terms for and Execute Host Community Agreements with Delaware River Solar
- [h.](#) Resolution Hiring Full Time Laborer for Department of Public Works
- [i.](#) Resolution Approving Audit and Supervisor's Report
- [j.](#) Resolution Approving Consent Agenda

#### **9. Motions and Resolutions**

- [a.](#) Resolution Approving Standard Workday and Reporting for Elected and Appointed Officials
- [b.](#) Resolution for the Town Supervisor of the Town of Lansing to Send Request to New York State Elected Officials and Officers of the Affected State Offices to Consider Cumulative Effects of Solar Projects in Municipalities
- [c.](#) Resolution Requesting Reduction of Speed Limit on Farrell Road
- [d.](#) Resolution Requesting Reduction of Speed Limit on Waterwagon Road
- [e.](#) Resolution Awarding Municipal Building Energy Improvements

#### **10. Board Member Reports**

- [a.](#) Councilperson Judy Drake
- [b.](#) Councilperson Laurie Hemmings
- [c.](#) Councilperson Christine Montague
- [d.](#) Councilperson Joseph Wetmore
- [e.](#) Supervisor Ruth Groff

#### **11. Work Session**

- [a.](#) Reactivate NY Development - Solar Option

#### **12. Executive Session if Needed**

- [a.](#) Motion to Enter/Exit

#### **13. Adjourn Meeting**

a. Motion to Adjourn Meeting

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact the Town Clerk's Office at 607-533-4142. Request should be made 72 hours prior to the meeting.

**MOTION TO OPEN THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 4 OF 2025 TO ADD CHAPTER 56 TO THE TOWN CODE RESPECTING THE MANNER AND FORM OF ALLOWED COMPENSATION FOR CERTAIN PUBLIC EMPLOYMENT POSITIONS AND OFFICES**

Councilperson \_\_\_\_\_, moved to **OPEN THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 4 OF 2025 TO ADD CHAPTER 56 TO THE TOWN CODE RESPECTING THE MANNER AND FORM OF ALLOWED COMPENSATION FOR CERTAIN PUBLIC EMPLOYMENT POSITIONS AND OFFICES** at \_\_\_\_\_ pm.

Councilperson \_\_\_\_\_ seconded the motion.

All in Favor –

Opposed –

**MOTION TO CLOSE THE PUBLIC HEARING**

All persons desiring to be heard, having been heard, Councilperson \_\_\_\_\_, moved to **CLOSE THE PUBLIC HEARING FOR PROPOSED LOCAL LAW # 4 OF 2025 TO ADD CHAPTER 56 TO THE TOWN CODE RESPECTING THE MANNER AND FORM OF ALLOWED COMPENSATION FOR CERTAIN PUBLIC EMPLOYMENT POSITIONS AND OFFICES** at \_\_\_\_\_ pm.

Councilperson \_\_\_\_\_ seconded the motion.

All in Favor –

Opposed –



## LOCAL LAW NUMBER #4 OF 2025

### A LOCAL LAW OF THE TOWN OF LANSING TO ESTABLISH THE SALARIES AND METHODS OF PAY FOR PLANNING BOARD MEMBERS, ZONING BOARD OF APPEALS MEMBERS, AND THE TOWN HISTORIAN

The Town Board of The Town of Lansing, New York, pursuant to a Resolution dated \_\_\_\_\_, 2025, does hereby adopt and pass this Local Law Number #4 of 2025, and therefore, **BE IT SO ENACTED** as follows:

**SECTION 1 - AUTHORITY:** This local law is adopted pursuant to the powers granted by the Town Law of the State of New York, including but not limited to Town Law §§ 27, 64, 267, and 271, Public Officers Law § 3 *et seq.*, the Statute of Local Governments § 10, and Municipal Home Rule Law § 10, which authorize the Town of Lansing to adopt local laws providing for the governance and management of town affairs.

**SECTION 2 - PURPOSE:** The purposes of this local law are to establish the rate and method of pay of salaries incident to certain public offices, specifically including members of the Planning Board, members of the Zoning Board of Appeals, and the Town Historian. By enacting this local law, the Town is superseding Town Law §§ 27, 267, and 271, and the requirements of the Arts and Cultural Affairs Law § 57.07 to the extent they define or require payments and payment calculations as incidents of positions or offices held to be paid pursuant to a traditional salary formula, and not upon hourly rates, *per diem* rates, flat rates, annual rates prorated by days, weeks, months, or quarters, or other methods of setting and calculating pay rates, salaries, or recompense for employment or services.

**SECTION 3 - AMENDMENT OF TOWN CODE:** The Town Code is amended by adding a new Chapter 56, entitled “Compensation” as follows:

#### Chapter 56 Compensation

##### **§ 56-1. General Provisions.**

This chapter applies only to the particular civil service job titles and positions and public offices as are directly herein addressed, and it shall not be applied to other offices or positions. This chapter supersedes Town Law § 27(1) insofar as the same may prohibit compensation of Planning Board and Zoning Board members on a per meeting or per meeting attended basis. This chapter further supersedes said Town Law, the Public Officers Law (including § 67 therein) and the Arts and Cultural Affairs Law § 57.07 and related provisions, to the extent that the same may require paying a salary in any given terms, form, manner, or frequency for certain public employment positions and public offices.

##### **§ 56-2 Town of Lansing Planning Board Members and Alternates.**

The Town Board of the Town of Lansing is authorized to compensate Planning Board

members and Alternates on the basis of a stipend per planning board meeting attended. Nothing in this chapter is intended to prohibit the Town Board from compensating said members and alternates upon any other basis permitted by law, and the compensation provided may periodically hereafter be established and amended by resolution of the Town Board.

**§ 56-3 Town of Lansing Zoning Board of Appeals Members and Alternates.**

The Town Board of the Town of Lansing is authorized to compensate Zoning Board of Appeals members and Alternates on the basis of a stipend per zoning board of appeals meeting attended. Nothing in this chapter is intended to prohibit the Town Board from compensating said members and alternates upon any other basis permitted by law, and the compensation provided may periodically hereafter be established and amended by resolution of the Town Board.

**§ 56-4 Town Historian.**

The Town Board of the Town of Lansing may determine compensation for the Town Historian by a flat rate per year, an hourly rate, a project or *per diem* rate, or any other basis as is determined reasonable and proper by such Town Board. Nothing in this chapter is intended to prohibit the Town Board from compensating Town Historians (and any deputies) from being compensated upon any other basis permitted by law, and the compensation provided may periodically hereafter be established and amended by resolution of the Town Board.

**§ 56-5 Severability.**

If any portion of this chapter as written, or as applied to any person, entity, or circumstance, shall be determined by any court or tribunal of competent jurisdiction to be invalid or unenforceable, such determination shall be confined in its operation to the invalid part hereof, or in its application to such person, entity, or circumstance as is directly involved in the controversy in which such determination shall have been rendered, and the remainder of this chapter shall not be impaired thereby and such determination shall not be deemed or construed to apply to other persons, entities, or circumstances.

**SECTION 4 - SAVINGS AND SEVERANCE:** The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of this local law as declared by the valid judgment of any court of competent jurisdiction shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase in this local law, which shall remain in full force and effect.

**SECTION 5 - CODIFICATION:** This local law shall be incorporated into the Town Code as a new chapter thereof, and the incorporator may designate such new section and numerical headings, or other indexed references, as make for a coherent Town Code, sequentially numbered or marked. Nothing in this local law is intended to disrupt or affect the existing Town Code, except to the extent any existing code provision is herein expressly amended, superseded, or repealed. All other provisions of the Town Code are

hereby reaffirmed and continued in force and effect, and the codification of these amendments shall follow the procedure for amending the code as set forth in the code, or in the Town's local laws, including but not limited to Local Law #2 of 2020.

**SECTION 6 - EFFECTIVE DATE:** This local law shall take effect immediately.

**RESOLUTION ADOPTING LOCAL LAW #4 OF 2025 TO ADD CHAPTER 56 TO THE TOWN CODE RESPECTING THE MANNER AND FORM OF ALLOWED COMPENSATION FOR CERTAIN PUBLIC EMPLOYMENT POSITIONS AND OFFICES**

**RESOLUTION 25-**

**RESOLUTION ADOPTING LOCAL LAW #4 OF 2025 TO ADD CHAPTER 56 TO THE TOWN CODE RESPECTING THE MANNER AND FORM OF ALLOWED COMPENSATION FOR CERTAIN PUBLIC EMPLOYMENT POSITIONS AND OFFICES**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, within certain legal limits, New York State authorizes local governments to enact local laws and special procedures to enhance and support local governance through home rule, and this authority applies to the ability to define and describe the basis and manner of compensation for many public employment positions and offices, and for years the Town Board has sought to compensate certain appointed officers and employees based upon meeting attendance, as well as upon other bases allowed by, or not prohibited by, New York State; and

WHEREAS, a local law has been created to allow for *per diem* and other bases for determining and calculating the compensation payable to members and alternates of the Planning Board and Zoning Board of Appeals, as well as for the Town Historian; and

WHEREAS, this matter was and is classified as a Type II SEQRA Action (see e.g., 6 NYCRR Part 617, §§ 617.5(c)(26) and (33)), such that no further environmental review is required, and upon deliberation upon the public hearing and comments and evidence submitted thereat, if any, and the terms and requirements of such local law, the Town Board of the Town of Lansing has **RESOLVED** as follows:

1. Local Law Number 4 of 2025 be and hereby is approved and adopted in the form as presented to this meeting and, in such form, “be it so enacted.”
2. In accordance with the Municipal Home Rule Law, the final adopted version of this local law shall be filed with the Town Clerk and the New York Secretary as required by the Municipal Home Rule Law.
3. This local law shall be forwarded to the municipal code service for immediate inclusion in the Town Code.

The question of the adoption of such proposed Resolution was duly motioned by Councilperson \_\_\_\_\_, duly seconded by Councilperson \_\_\_\_\_, and put to a roll call vote with the following results:

Councilperson Judy Drake –

Councilperson Laurie Hemmings –

Councilperson Christine Montague –  
Supervisor Ruth Groff –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on  
June 18, 2025.



## DEPARTMENT OF PUBLIC WORKS REPORT

**June 2025**

### **NEW DEPARTMENT OF PUBLIC WORKS BUILDING:**

- A permit meeting was held at the Highway Barn to discuss permitting for the new Department of Public Works building with T.G. Miller, LeChase, Bolton Point, and the Town of Lansing's Codes Department and Town of Lansing's Department of Public Works.

### **WEATHER:**

- Crew members were actively engaged in addressing the flooding caused by the storm over the weekend of June 6<sup>th</sup> - June 10<sup>th</sup>. Their efforts included deploying emergency response measures, clearing debris, and ensuring the safety of affected areas. The team worked diligently to mitigate the impact of the flooding and restore normalcy as quickly as possible.

### **ROADS:**

- The road maintenance schedule is currently in progress. This involves a series of planned activities aimed at improving road conditions.
- Roadside mowing operations have commenced to improve the line of sight for drivers. This initiative involves trimming vegetation along the roadways.

### **CEMETERIES:**

- Crew members of the Department of Public Works gathered flags to place on veterans' graves for Memorial Day, honoring and remembering those who served in the military.

### **OFFICE:**

- The Town of Lansing has been working hand in hand with the Village of Lansing and the Village of Cayuga Heights regarding the Intermunicipal Agreement for Sewer District One.
- The Highway Superintendent/Director of Public Works, Mike Moseley, and the Secretary to the Highway Superintendent/Director of Public Works, Emmy Stehnach, attended PERMA's Annual Conference. This included educational sessions covering various topics, including workers' compensation, risk assessments, workplace safety protocols, regulatory updates, and innovative solutions for managing occupational hazards.
  - *The Town of Lansing was presented with PERMA's 30-year membership award.*
- The Highway Superintendent/Director of Public Works, Mike Moseley, and the Deputy Highway Superintendent/Deputy of Public Works, Jamar Redmond, attended the annual Highway School at Ithaca College. This event, sponsored by the New York State Association of Towns and the Cornell Local Roads Program, offers training, education, and networking for highway superintendents and local roads professionals. It has been a tradition since 1938.
  - Classes attended: Show me the Money: Grants and other funding sources, Use of NYS OGS contracts, What Road to Work on Next, Revolutionizing Civil Construction: The Role of Geotextiles, Funding Panel, Asphalt Paving Inspection, FHWA, Call Before U Dig: Safe Digging Practices and Code Rule 753, Right-of-way (ROW) by Use, PPE – History, Hierarchy and Hands-On Safety, How to Build Your Personal Brand, Tips for Communicating with the Traveling Public, Highway Fund 101, Work Zones, Federal Disaster Recovery, and CHIPS



## June Town Board Report

### RECREATION:

- Current programing includes cardio step, yoga, strength & stretch, swimming (Watercats), Zumba, adult swim, horse riding, club volleyball, Girls Strong, Hitcats travel baseball, travel softball and adult volleyball.
- We still have a couple of openings in Day Camp session 1 and 5.
- LBP (baseball), LSP (softball) and T-ball were supposed to wrap up on June 7<sup>th</sup> but due to rain outs we decided to extend the season a week. Super Saturday will now be June 14<sup>th</sup>. Moore's Donut trailer will be here for the event.
- Day camp training continues June 14<sup>th</sup>.
- We will host our annual Hitcats baseball tournament on July 5<sup>th</sup> and 6<sup>th</sup>.

### PARKS:

- More storms, more flooding, more tree issues. This has been a common theme for the last couple of months. We will be cleaning the beachfront area at Myers Park this week in preparation for our annual inspection.
- Continuing site clearing and consolidation in preparation for the new DPW Facility. Creating better access to our back building for office space. Space is getting very tight.
- Boats are starting to move into their slips and dry dock spaces in Myers Park. We had to remove a few boats tying up illegally or parked in spots in our dry dock area.
- Revenue at the park has been down considerably over the last couple of weeks due to the weather.
- We have cleaned up and leveled Salt Point from the dredging project. Wildflower seed has been planted in some of the bare spots. Other areas were planted with rye grass.
- Our Health Department inspection for camping went very well, no violations.
- Last summer some of the basketball court surfacing at Myers Park started to peel. These spots were scheduled to be repaired last month but due to the weather are now scheduled for this week.
- Our Myers Park staff has been trained and things are running smoothly.
- Music in the Park schedule is now available. It will begin July 10<sup>th</sup>.
- LCSD Graduation will be held at Myers Park this year on June 27<sup>th</sup>. Preparations have begun to accommodate this.
- Myers Park hosted a car show for the Lansing Events Committee on June 1<sup>st</sup>. Lots of great classic cars and trucks. Luckily, the weather cooperated.
- We are continuing to work on the Wi-Fi in Myers Park. Campers have been complaining about coverage. Due to the fact that they are stuck inside their campers with the current weather.

**TRAILS:**

- The Greenway Master plan contract is ready for Town Board approval.
- The proposal Town Center Greenway Phase 1 is in front of the Town Board for approval.
- T.G. Miller is working on the Myers Road Trail feasibility study.
- Parks, Recreation, and Trails Working Group's next meeting is June 25<sup>th</sup>.
- The Lansing Center Trail is very wet. We are unable to mow most of the trail. Please use caution and wear boots if you plan to be on it.
- The Lansing Center Trail Tuesdays have been doing magnificent work, planting flowers, cleaning up, and general maintenance.

**TOWN HALL/COMMUNITY CENTER:**

- Our .gov domain name conversion is in the beginning stages.
- Town Hall doors are working well.
- The Community Center air conditioning has been an issue for a few weeks. I was able to get both floors working and avoid calling a contractor.
- Dave Herrick is working on the RFP for roof replacement on the Community Center and Historical Building.
- I met with all the contractors preparing to bid our HVAC project. All were amazed at how bad our system is. Heating is straightforward but AC may be difficult to remedy.

Thank you to our Highway Department for their help with numerous items.

This is only a very brief overview of what the Parks & Recreation department does, if you have questions or would like to meet with me one on one, please let me know.



**TOWN CLERK  
JUNE 2025**

**Training/Webinars**

Tax Webinar – May 29<sup>th</sup>

Debbie attended another informative tax webinar. They are very helpful and keep tax receivers and collectors up to date on changes.

New York State Archives – Creating File Plans – May 29<sup>th</sup>

Jessie attended this webinar which covered developing a file plan for organizing paper or electronic records. It covered where to get started on creating one. It suggested to determine file arrangements and how are they requested (for easy retrieval). They also stressed the importance of creating naming conventions for files (both electronic and paper).

**Flags**

The Town Clerk's Office continues to monitor the flags. The Pride flag will be flown all month, and the POW flag was flown Memorial Day Weekend and on June 14<sup>th</sup> for Flag Day.

**Break Room**

Employees have been enjoying the breakroom space that has been created in the kitchen area. We have ordered a room divider to add a little privacy.

**Marriage Officiant Licenses**

Marriage Officiant License is a fairly new option for people to use when getting married. The couple may choose to have anyone marry them. The officiant purchases a Marriage Officiant License from the Clerk's office where the couple purchased their marriage license. This allows the person to be the officiant for only the couple on the Marriage Officiant License. The Marriage Officiant License is \$25 and they do not need to do anything online, it is all done through the Clerk's office. We have sold two (2) this month.



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD  
June 2025

Submitted by Annie Johnson

1. Don't forget that if the Library is closed, you still have access to Libby, Hoopla, and Kanopy!
2. The library continues to provide free delivery to Woodsedge. The library also has a mobile wireless hotspot available for check out. The Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
3. Learn to play American Mah Jongg every Wednesday at 10:00 am.
4. The library has an Empire Pass and passes to the Museum of the Earth and the Cayuga Nature Center available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
5. The Library now offers free period products using an Aunt Flow dispenser. Unfortunately, we are no longer able to supply free COVID tests. We can help residents contact the USPS to get free tests in the mail.
6. Chair Yoga is offered every Monday at 9:30 am.
7. Book Club will be held Tuesday, June 17th. We are reading "My Life Through Food" by Stanley Tucci this month. Please see the library for copies to borrow.
8. Learn T'ai Chi on Fridays at 10:30 am.
9. There is a year round book sale at the Library.
10. June storytimes on Thursdays: 5th (STEM), 12th (Gardening), 26th (Beach Day).
11. Summer reading kick off will be Saturday, June 21st at 10:30 am with a performance from Circus Culture at 11 am.
12. The Prom Closet is now open, where new and gently used formal wear are available for use.
13. The art exhibition this month is the work of the young artists who participated in the logo contest.
14. The Library will be closed on Thursday, June 19th in observation of Juneteenth.

**Make It Mondays:** This student designed program provides opportunities for youth to plan activities for upcoming weeks. The group is given a weekly budget, and together, quickly figured out that if they did a “free” week, they could add that money to the next week’s activities. So far, they have planned a (free) movie day and watched “The Croods”. Up next they planned a trip to get donuts as a treat, then go hiking at a local preserve. There was also a high demand for a Wii Day, so some active videogames will be played soon. 10 youth served

**Outdoor Adventure: Base Camp:** This rendition of Outdoor Adventure is focused on learning camping skills. With the summer camping season approaching, teaching camping skills like hanging a bear bag, tarp set up, useful knots, fires for cooking, safe travel on precarious terrain, and Leave No Trace principals to minimize their impact. This is in hopes of inspiring some of those who have never camped before to get out there and enjoy the stars! 12 youth served

**Science on the Shore:** This program is new and takes place mainly at Myers Park. The first day was spent at Myers Park documenting as many species as possible, flora and fauna. Some lists were rather extensive, with over 30 species, while others have room to learn more! On the rainy days, the group worked on creating a fish ID guide to learn all the species that are native (and invasive) to Cayuga Lake. The second inside day was spent researching Macroinvertebrates, to prepare for water testing taking place during the next session. 11 youth served

**Game On:** Game On makes a return to the line up as many students requested to have more games. Some of the students are still working on their game they created in the last round of Gaming Creation. Their rules are extensive, and their artwork is intricate. New games have also made an appearance for this round, like “Taco, Cat, Goat, Cheese, Pizza”, Exploding Kittens, and Ticket To Ride. Cards games are still popular and will be having a “Garbage” tournament with the winner getting a new deck of cards. 10 youth served.

**Youth Employment:** Youth employees are thriving in their various positions. We have some new faces that are starting positions at the Lansing Public Library with their training and another to start in the near future. Youth Assistants for the afterschool program are working with three programs, and each topic speaks to their strong suit and interests. The last staff meetings have covered sexual harassment in the workplace training, workplace professionalism and etiquette. Summer schedules are being finalized and the teens are excited for some more hours!

## Summer Programs – Sign ups currently open!

<https://www.ultracamp.com/info/upcomingSessions.aspx?idCamp=1259&campCode=PC&InkCategory=Lansing+RYS>

### Lake Life

7/7 9 AM - 7/10 4 PM

### Cardboard Boat Building

7/14 9 AM - 7/17 4 PM

### Iron Chef

Monday and Tuesday, 7/21 & 7/22, 9:00am to 1:00pm, Wednesday and Thursday, 7/23 & 7/24 9:00am to 3:00pm

### RYS Summer Olympics

7/28 9 AM - 7/31 4 PM

### Sky's the Limit!

8/4 9 AM - 8/7 4 PM

### Get Lost!

8/11 9 AM - 8/13 3 PM

## Professional Services Agreement

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2025  
between

**LaBella Associates, D.P.C.**  
**("LaBella")**

and

**Town of Lansing**  
**("Client")**

for services related to the following Project:

**Article VIII Review Services**  
**AES - Cayuga Solar**  
**NextEra Energy Resources - Silverline Energy Center**  
**Town of Lansing, New York**  
**("Project")**

LaBella and Client hereby agree as follows:

**Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated June 12, 2025, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

**Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

**Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

**Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;

- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker’s compensation insurance at statutory limits and employer’s liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

**Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella’s consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella’s consultants shall not exceed \$50,000 or LaBella’s total fee for services rendered on this Project, whichever is greater.

**LaBella Associates, D.P.C.**

**Client Name**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_

# **Exhibit A**

## **LaBella's Proposal**

June 12, 2025

Ruth Groff  
Supervisor  
Town of Lansing  
29 Auburn Road  
Lansing, New York 14882

**RE: Proposal for Article VIII Review Services  
AES - Cayuga Solar (LaBella Proposal No. P2503208)  
NextEra Energy Resources Silverline Energy Center (LaBella Proposal No. P2503209)**

Dear Ms. Groff:

LaBella Associates, DPC is pleased to submit the following proposal to assist the Town of Lansing with review services associated with two Article VIII application to the Office of Renewable Energy Siting and Electric Transmission (ORES) from AES Corporation and NextEra Energy Resources. This proposal outlines our understanding of the project and presents our proposed scope of work.

## PROJECT DESCRIPTION

AES intends to apply to ORES for an Article VIII permit for their Cayuga Solar project located within the Town of Lansing. AES' proposed project is a 60 MW solar energy generation facility located on 500 acres of land.

Separately, NextEra Energy Resources intends to apply to ORES for an Article VIII permit for their Silverline Energy Center project, also located in the Town of Lansing. NextEra's project is a 150 MW solar energy generation facility. Collectively, the two projects are hereby referred to as the "project".

## SCOPE OF SERVICES

LaBella will support the Town throughout the Article VIII process as a technical consultant, helping Town officials and Town residents to understand environmental and engineering issues associated with the proposed solar energy project. LaBella's review of the Article VIII application will focus on issues of local concern and areas where the proposed project may be inconsistent with the Town code, particularly the Town's solar energy and related laws. In addition, LaBella's civil and electrical engineering teams will perform a review of the site plans and electrical/connection aspects of the project.

The scope of work will include comprehensive review services from LaBella's team of engineers, environmental, and landscape architecture professionals. Our assistance will be available from pre-application through the start of construction. We have outlined our understanding of applicable services.

Below, find a proposed list of tasks broken down by Project phase:

### Pre-Application Phase

- Attend meetings with local agencies and community members
- Develop Project Review Needs List and submit list to Applicant
- Review Applicant's initial concept and reports (*Wetland Delineation Report, Stream Delineation Report, Wildlife Site Characterization Report, Archaeological/Cultural Resources Study*)





## Application Review Phase

- The Applicant must prepare 25 exhibits to support the application. LaBella will commence review of the Exhibits in coordination with the Town's Special Counsel.
- LaBella will review and provide analysis of the Application and the studies contained within the Appendices to assess the broad range of environmental, visual, and/or health impacts the Project would have on the Town. LaBella's review will focus on the Application exhibits related to issues of local concern including:
  - road and bridge use/deterioration;
  - visual impacts;
  - vegetation screening;
  - community character;
  - noise;
  - lighting;
  - water well impacts;
  - decommissioning including financial surety;
  - complaint resolution;
  - protection of recreational resources and trails;
  - public health and safety;
  - economic impacts to the Town;
  - environmental monitoring to ensure ongoing compliance and performance of mitigation measures;
  - the Operations & Maintenance Plan and Storm Water Pollution Prevention Plan (SWPPP);
  - agricultural resource impacts and monitoring;
  - communication interference;
  - compliance with local laws;
  - setbacks;
  - residence classification (participant vs. non-participant);
  - emergency services and related training and communication
- Civil engineering review of plan sets summarized within and appended to Exhibit 5, including analysis of how site plans meet Article VII regulations as well as the Town's local code requirements.
- Electrical engineering review of Exhibits 21 & 22 including analysis of how site plans meet Article VII regulations as well as the Town's local code requirements.
- Review and analysis of the draft Permit and Certificate Conditions issued by ORES and how such conditions affect the primary issues of local concern.
- Assisting Harter Secrest & Emery, LLP (HSE) and Town officials in preparing the Municipal Statement of Compliance with Local Law and necessary submittals in support of identifying substantive and substantial issues for adjudication, if any, in the Issues Determination process.
- Assisting HSE and Town officials in identifying issues that are significant and substantive for possible adjudication. Participating in the Adjudicatory Hearing, if any, including providing expert opinion and testimony, assisting with briefs, and other analysis as needed.

## Additional Phases

- Review and prepare comments on pre-construction filings to ensure compliance of final design, facility maintenance and management plan, vegetation management plan, environmental and agricultural monitoring plan, traffic control plan, emergency response



- plan, and complaint management plan with local laws and to finalize decommissioning plans and financial assurance agreements between the Town and applicant.
- Provide Code Enforcement Officer assistance & oversight during project construction phase.

## **SCHEDULE**

We are prepared to initiate work on the project upon notice to proceed. LaBella will work with the Town to develop a schedule for reviewing and providing comments on the Applicant's project materials throughout the various phases of the Project.

## **PROPOSED FEES**

LaBella will develop a proposed rate table/fee breakdown prior to beginning work on the project in consultation with the Town's special counsel.

We suggest that the Town of Lansing would work with the Applicant to establish an escrow account to fund services prior to the start of Local Agency Account Funding (LAAF).

## **ASSUMPTIONS & EXCLUSIONS**

As the work covered in this proposal may span a length of time, we reserve the right to revisit the best approach for each larger phase of work. In the unlikely event that a particular task or service is determined by LaBella to be necessary and is outside of LaBella's scope of work, LaBella will discuss with the Town and confirm that it can proceed with completion of the task or service.

If you have any questions or require further clarification, please do not hesitate to contact me directly at (585) 295-6652 or via e-mail at msteblein@labellapc.com. We appreciate the opportunity to continue to serve the Town of Lansing and look forward to working with you on this project.

Respectfully submitted,

**LaBella Associates**

Mary B. Steblein, PE, CPESC  
Senior Civil Engineer & NY Stormwater Resource Specialist

# **Exhibit B**

## **Terms and Conditions**

## Terms and Conditions

**LaBella's Responsibilities:** LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

**Client's Responsibilities:** Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

**Additional Services:** LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

**Assignment:** Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

**Confidentiality:** During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

**Instruments of Service:** All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

**Escalation:** In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

**Suspension:** Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

**Termination:** Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

**Disputes:** The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

**Venue and Jurisdiction:** Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

**Choice of Law:** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

**Consequential Damages:** In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

**Late Fees, Costs and Attorneys' Fees:** An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

**Remedies Cumulative:** The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

**Non-Waiver:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

**Force Majeure:** Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**Severability:** The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

**Counterparts:** This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Scope of Agreement:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

**MOTION TO APPROVE CONTRACT WITH LABELLA ASSOCIATES, D.P.C., TO PROVIDE  
REVIEW SERVICES ASSOCIATED WITH ORES APPLICATIONS, INCLUDING THE AES  
CORPORATION AND NEXTERA ENERGY RESOURCES**

**MOTION M25-**

**MOTION TO APPROVE CONTRACT WITH LABELLA ASSOCIATES, D.P.C., TO PROVIDE  
REVIEW SERVICES ASSOCIATED WITH ORES APPLICATIONS, INCLUDING THE AES  
CORPORATION AND NEXTERA ENERGY RESOURCES**

Moved to approve hiring LaBella Associates, D.P.C, to provide review services associated with two Article VIII applications to the Office of Renewable Energy Siting and Electric Transmission (ORES) from AES Corporation and NextEra Energy Resources, and further authorizing Supervisor to sign engagement agreement for these purposes by and on behalf of the Town of Lansing.



**RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO APPROVE CERTAIN DPW CONSTRUCTION CHANGE ORDERS OF UP TO \$35,000 WITHOUT FURTHER OR ADDITIONAL TOWN BOARD APPROVALS**

**RESOLUTION 25-**

**RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO APPROVE CERTAIN DPW CONSTRUCTION CHANGE ORDERS OF UP TO \$35,000 WITHOUT FURTHER OR ADDITIONAL TOWN BOARD APPROVALS**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town has approved multiple construction and services contracts respecting the design and construction of the new DPW facility and, in any project of this size, multiple change orders can and will arise; and

WHEREAS, for the purposes of efficiency and to ensure needed changes are timely approved as issues arise, certain of those change orders are hereby designated as within the scope of authority of the Town Supervisor to execute for and on behalf of the Town, mainly due to such being within the scope of the approved project and budget for such improvements; and

WHEREAS, upon deliberation upon the foregoing, the Town Board has **RESOLVED** as follows:

1. The Town Supervisor is hereby delegated authority to approve certain change orders, and may sign change orders without further or additional approval or authority from the Town Board, whenever each of the following conditions is met:
  - i. The change order is in an amount that is less than \$35,000;
  - ii. The change order has been reviewed and recommended by the Construction Manager and DPW Director; and
  - iii. The change order is within the scope of the existing bid, project, and budget for the project.
2. The Town Supervisor shall, as part of her monthly Supervisor's Report, report to the Town Board the nature and value of each change order executed by or for the Town pursuant to this resolution, regardless of whether the change order increased the price of any task, material, contract, or the project as a whole, or whether it decreased any such cost.

**RESOLUTION SCHEDULING PUBLIC HEARING FOR LOCAL LAW NUMBER #**  
**OF 2025 – OVERRIDE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL**  
**LAW § 3-C**

**RESOLUTION 25-**

**RESOLUTION SCHEDULING PUBLIC HEARING FOR PROPOSED LOCAL  
 LAW NO. \_\_ OF 2025 A LOCAL LAW TO OVERRIDE THE TAX LEVY  
 LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-C**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town Board of the Town of Lansing is hereby authorized to adopt a budget for the fiscal year 2026; and

WHEREAS, said proposed Local Law proposes: (1) to override the limit on the amount of real property taxes that may be levied by the Town of Lansing, County of Tompkins pursuant to General Municipal Law § 3-C (2) pursuant to Town Law Article 12-C, governed by the Town Board for the fiscal year beginning January 1, 2026 and ending December 31, 2026 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-C; and

WHEREAS, this proposed Local Law if adopted pursuant to subdivision 5 of General Municipal Law § 3-C which expressly authorizes the Town Board to override the Tax Levy Limit by the adoption of a Local Law approved by a vote of at least sixty percent (60%) of the Town Board; and

WHEREAS, upon deliberation there upon, the Town Board of the Town of Lansing has hereby

RESOLVED, that a Public Hearing will be held on the 16<sup>th</sup> day of July, 2025, at 6:31 pm, to consider public input and comments upon such proposed Local Law, and to hear all persons, at 29 Auburn Road, Lansing, NY, interested in the subject thereof, and to take such action thereon as is required or permitted by law; and it is further

RESOLVED, that the Town Clerk of the Town of Lansing, Tompkins County, New York, is hereby authorized and directed to cause a Notice of Public Hearing to be published in the official newspaper of the Town of Lansing, and also to post a copy thereof on the Town signboard maintained by the Town Clerk, in accord with the law.

**RESOLUTION TO CREATE A ZONING WORKING GROUP IN THE TOWN OF LANSING IN ACCORDANCE WITH NEW YORK DEPARTMENT OF STATE REQUIREMENTS**

**RESOLUTION 25-**

**RESOLUTION TO CREATE A ZONING WORKING GROUP IN THE TOWN OF LANSING IN ACCORDANCE WITH NEW YORK DEPARTMENT OF STATE REQUIREMENTS**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, a requirement of the recently accepted grant from the New York Department of State, is that the Town of Lansing create a Zoning Working Group; and

WHEREAS, the grant from the New York Department of State requires the Town of Lansing to “Establish a Zoning Advisory Committee to oversee all aspects of the project in cooperation with municipal officials and the project team. For communities with an established planning board and/or zoning board of appeals, the Committee shall have at least one member from each body and shall include a range of stakeholders, such as residents, civic leaders, business owners, elected officials, environmental experts, neighborhood association representatives, and municipal board members from a range of ethnic, social, and cultural backgrounds;” and

WHEREAS, Chapter 7, Article V Project and Working Groups (“PWG”) recognized that from time-to-time, issues and matters affecting or before the town may require in-depth investigation and the study of certain matters by people with subject matter knowledge about, expertise upon, or insights into specific issues; and

Therefore, be it RESOLVED that the Town of Lansing hereby creates a Zoning Working Group; and be it further RESOLVED that:

- A. Membership in the Zoning Working Group shall be demographically representative of the town workforce to the greatest extent reasonably possible, and the Zoning Working Group shall attempt to include, someone from the agricultural district, a realtor, a businessperson, someone with an interest in trails, a member of the Conservation Advisory Council, and shall include a range of stakeholders, such as residents, civic leaders, business owners, environmental experts, neighborhood association representatives, and members from a range of ethnic, social, and cultural backgrounds; and
- B. The Zoning Working Group shall consist of no less than 10 people and no more than 15 people; and
- C. The Zoning Working Group shall be a subcommittee of the Code Revision Committee; and
- D. All the members of the Codes Revision Committee shall be members of the Zoning Working Group, and the Director of Planning shall be the Chair of the Zoning Working Group; and
- E. The Zoning Working Group is hereby charged with overseeing all aspects of the update of Lansing’s Zoning Code update (including, but not limited to, recommending a preferred contractor, advising the contractor as to the direction of their work, participating in public

forums, reporting findings and recommendations, etc.) and in cooperation with municipal officials and the project team, and the Zoning Working Group will generate ideas and build consensus, provide the consultant team with relevant information reflective of the community's current conditions and regulatory environment, review materials prepared by the consultant team and provide constructive feedback; and

- F. The Committee will follow all terms of the NYS DOS Environmental Protection Fund Smart Growth Community Planning and Zoning Program 2024 Grant; and
- G. All minutes, reports, audits, and records of investigations shall be transmitted to the Code Revision Committee, Town Board, and Town Clerk promptly upon completion, and all recordkeeping requirements of Town Code Chapter 7, Article V Project and Working Groups; and
- H. The Town Board shall allocate budgetary funds sufficient for the committee to do its work.



## Agreement for Professional Services

Project Name: Town Greenway Master Planning  
Client Name: Town of Lansing  
Client's Address: Parks and Recreation  
25 Auburn Road  
Lansing, New York 14882  
MJ Project Number: MJ 2210

### PROJECT SUMMARY:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (Consultant) has provided a written proposal to Town of Lansing (Client) for professional services associated with Town Greenway Master Planning (the Project) in the Lansing, Tompkins County of New York State.

The professional services shall be completed in accordance with the General Terms and Conditions for Professional Services (**Attachment A**) and the Consultant's Proposal (**Attachment B**).

### SCOPE OF WORK:

Refer to **Attachment B** for Consultant's scope of work.

### TECHNICAL ASSUMPTIONS AND EXCLUSIONS:

Refer to **Attachment B** for Consultant's technical assumptions and exclusions.

### COMPENSATION:

Refer to **Attachment B** for compensation fee schedule.

Refer to Article 15.0 Provisions Concerning Payment of **Attachment A** for terms of payment.

### SCHEDULE:

A schedule for completion of the scope of work shall be defined in accordance with the requirements of **Attachment B**.

### ATTACHMENTS:

The following Attachments are hereby made a part of the **Agreement**:

- A. General Terms and Conditions for Professional Services, dated October 2024





B. Consultant Proposal for MJ Proposal Town of Lansing Greenway Master Planning, dated April 11, 2025

## EXECUTION:

The Client and Consultant have read and agree to abide by the General Terms and Conditions for Professional Services (**Attachment A**) and the Consultant Proposal (**Attachment B**). This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

Approved for:  
**Town of Lansing**

---

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted for:  
**MJ Engineering, Architecture, Landscape  
Architecture, and Land Surveying, P.C.**

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By: \_\_\_\_\_

Name: Michael D. Panichelli, P.E.

Title: President

Date: \_\_\_\_\_



# **ATTACHMENT A**

## **General Terms and Conditions for Professional Services**



Attached to and made part of Agreement between the Client and MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. with its principal office at 21 Corporate Drive, Clifton Park, New York 12065 (Consultant) in respect to the Project proposed by the Client.

The Consultant is an independent contractor and as such is not an agent or employee of the Client.

## **1.0 GENERAL**

The Consultant shall perform for the Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which come as close as possible to expressing the intention of the original provisions.

## **2.0 MEANING OF TERMS**

As used herein the term "this Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

## **3.0 CLIENT'S RESPONSIBILITIES**

Client shall:

1. Provide all criteria and full information as to Client's requirements for the Project,
2. Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
3. Examine and respond promptly to the Consultant's submissions,
4. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the work,
5. Guarantee access to and make all provisions for the Consultant to enter upon public and private property with appropriate written notice, if possible, as Client may not control all properties where work may need to be performed,
6. As appropriate and required by law be responsible for reporting certain significant environmental hazards of contaminated property.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of the Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage is not the responsibility of the Consultant so long, and if and only if the Consultant carries Auto Liability coverages that address and cover any damage claim or loss, and such duty to defend or indemnify is not disclaimed, conditioned, or limited.

## **4.0 REUSE OF DOCUMENTS**

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular project and the Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for use by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Notwithstanding the foregoing, the Client is also an owner of materials prepared under this agreement for the benefit and use of Client, all such materials shall be deemed works made for hire as defined under US Copyright Laws, and Client agrees it will limit its use of the works solely for its own and internal purposes, and will not re-sell or allow any third party to use such materials.

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data graphic or other types that are furnished by Consultant to Client are only for convenience of Client.



**General Terms and Conditions for  
Professional Engineering Services**

Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment, but consultant does promise and warrant that all digitally provided documents and data shall be virus-free and devoid of deleterious codes or programs.

Any reuse or disbursement of documents to third parties without written verification or project-specific adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. If it is necessary to distribute documents to an unrelated third party, both the third party and Client agree:

1. The third party is bound by all the conditions and limitations of this Agreement and related documents.
2. The third party is bound by all limitations of liability provisions.

Any verification or project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to the agreed upon by Client and the Consultant.

**5.0 OPINIONS OF COST**

Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable Total Project Costs and Construction Costs are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the Bidding or Negotiating Phase the Client wishes greater assurance as to Total Project Costs or Construction Costs, the Client shall employ an independent cost estimator.

**6.0 SUCCESSORS AND ASSIGNS**

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but not without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.

**7.0 ARBITRATION**

Should both parties consent to resolve a claim, counterclaim, dispute or other matter arising out of or relating to this Agreement or the breach thereof through arbitration, such matters will be decided in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then pertaining. Any arbitration will be specifically enforceable under the prevailing law of any court having jurisdiction. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person who is not a party to this Agreement. No consent or arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent. The award rendered by the arbitrators will be final, judgment may be extended upon it in any court having jurisdiction thereof and will not be subject to modification or appeal except to the extent permitted.



## 8.0 PURCHASE ORDERS

In the event the Client issues a purchase order or other instrument related to the Consultant's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

## 9.0 SUBCONSULTANTS

Except as expressly agreed, the Client will directly retain other consultants whose services are required in connection with the project. As a service, the Consultant will advise the Client with respect to selecting other consultants and will assist the Client in coordinating and monitoring the performance of other consultants. In no event will the Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether the Consultant hires them directly or as subconsultants, or only coordinate and monitor their work. When the Consultant does engage a subconsultant on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus ten (10) percent. By engaging the Consultant to perform services, the Client agrees to hold the Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant, except claims for personal injury, death or personal property damage caused by the negligence of the Consultant's employees.

## 10.0 LIABILITY TO THIRD PARTIES

The Client agrees to be solely responsible for, and to defend, indemnify, and hold the Consultant harmless of any and all claims by third parties arising out of or in any way related to our performance or non-performance of services, except claims for personal injury, death, or personal property damage, to the extent caused by negligence or misconduct of the Consultant's employees. Likewise, Consultant agrees to be solely responsible to defend, indemnify and hold the Client harmless of any and all claims by third parties arising out of or in any way related to this Agreement, except for personal injury, death, or personal property damage, to the extent caused by the negligence or misconduct of Client or its officers and employees.

## 11.0 INDEMNIFICATION

It is not the intention of this Agreement that the Consultant be exposed to any hazardous waste liability arising out of Site contamination, the activities of others, including the Client, or the services performed by the Consultant. The Client shall indemnify, defend, and save the Consultant, its directors, officers, employees, and agents harmless from any and all claims, demands, suits, judgments expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from (1) the presence, origination or transport of hazardous substances, pollutants or contaminants at, on, to or from the site at which the services are being performed under this Agreement or at, on, from, or to nearby properties, irrespective of whether such materials were generated or introduced before or after execution of this Agreement and irrespective of whether the Client was aware or directly involved in the generation or introduction of such materials or (2) reliance by the Consultant on information provided to the Consultant on the location of underground tanks, or gas, water, oil, electrical or other subterranean structures, or (3) any drilling, excavation, or similar activities undertaken hereunder at the direction of the Consultant. In limitation of the foregoing, such duty of Client shall be limited to matters that Client is aware of or should have been aware of due to being a generator, emitter or responsible party in respect of such hazardous substances, pollutants or contaminants under CERCLA.

The Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the Consultant's services. Without contradiction of any assertion by the Client of third-party liability and for the purposes of this Agreement only, it is agreed that any hazardous materials, pollutants or contaminants generated or encountered in the performance of the Consultant's services shall be the responsibility of the site owner and shall be disposed of by the Client in accordance with all applicable laws and regulations.

Neither party shall have the liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence and the Client agrees to defend, indemnify and hold the Consultant harmless with respect to any such claim, and likewise, the Consultant agrees to defend, indemnify



and hold the Client harmless with respect to any such claim.

In relation to hazardous waste for any damage caused by negligence, including errors, omissions, or other acts, or for any damages based on contract, breach of warranty, tort or for any other cause of action, the Consultant's liability including that of its employees, agents, directors and officers shall not exceed the lesser of (1) \$50,000 or (2) the sum paid the Consultant hereunder for the services rendered. Likewise, the maximum liability of the Town to Consultant shall be the lesser of (1) \$50,000 or (2) the sum paid to the Consultant hereunder for services rendered.

## **12.0 LIMITATION OF LIABILITY**

The Client agrees to be solely responsible for, and to defend, indemnify, and hold the Consultant harmless of any and all claims by third parties arising out of or in any way related to our performance or non-performance of services, except claims for personal injury, death, or personal property damage, to the extent caused by the negligent misconduct of the Consultant's employees. Likewise, the Consultant agrees to be solely responsible for, and to defend, indemnify and hold the Client harmless of any and all claims by third parties arising out of in any way related to this agreement, except claims for personal injury, death, or personal property damage, to the extent caused by the negligent misconduct of Client and its officers and employees.

## **13.0 ABSENCE OF WARRANTY**

All services of the Consultant and its independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions, and decisions of the Consultant will be on the basis of the information available to the Consultant and the Consultant's experience, technical qualifications, and professional judgment. There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express, or implied, with respect to any service performed or materials provided under this Agreement.

## **14.0 CHANGES OR DELAYS**

Unless the accompanying Agreement/Proposal provides otherwise, the proposal fees constitute the Consultant's estimate to perform the services required to complete the Project, as the Consultant understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The Consultant will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly. Cost and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this contract, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or the public enemy, national/global pandemic, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

## **15.0 PROVISIONS CONCERNING PAYMENT**

Payment is due to the Consultant by Client immediately upon receipt of deliverables to Client. If Client fails to make payments due the Consultant for services, expenses or other charges within forty-five (45) days after receipt of the Consultant's statement, therefore, the amounts due the Consultant will be increased at the rate of one (1) percent per month from said thirtieth day, and in addition, the Consultant may, after giving a minimum of seven (7) days written notice to the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion also suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges. The Client shall be responsible for the reasonable cost of collection if and only if Consultant obtains a judgement or its equivalent demonstrating unjustified non-payment by the Client, and the court or tribunal determining the matter makes a determination and finding setting forth the additional amount due for such costs of collection.



## 16.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses that client is advised of and consents to. In addition, the Client may terminate for convenience for any or no cause or reason but will remain responsible for all consulting work and expenses incurred up until such date of termination.

## 17.0 STANDARD OF CARE

The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will perform any services not meeting this standard, without additional compensation.

## 18.0 SUBSURFACE INVESTIGATIONS

In soil, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. While the Consultant will make reasonable effort to identify underground conditions, the inherent uncertainties in subsurface elevations, changed, or unanticipated underground conditions may occur that could affect total project cost and or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

## 19.0 LITIGATION AND ADDITIONAL WORK

In the event the Consultant is to prepare for or appear in any litigation on behalf of the Client or is to make investigations or reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid the Consultant as is mutually agreed upon, but only so long as, and only to the extent that, such additional work or investigations are not required or necessary due to any fault or omission of Consultant.

## 20.0 INSURANCE

The Consultant will secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of Consultant's services under this Agreement. The Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by errors or omissions for which the Consultant is legally liable.

Insurance limits provided by the Consultant are listed below:

Insurance Coverage and Limits	
Workers Compensation	Statutory
Employer's Liability	\$1,000,000.00 per occurrence
Commercial General and Contractual Liability	\$1,000,000.00 per occurrence
Automobile Liability	\$1,000,000.00 per occurrence
Umbrella Liability (in excess of coverage listed above)	\$2,000,000.00 aggregate
Professional Liability	\$1,000,000.00 per claim / aggregate



## General Terms and Conditions for Professional Engineering Services

On all liability coverages, the Client shall be named an additional insured, all coverages of Consultant shall be primary and all Client policies shall be secondary as respects any covered claim, and all such policies shall be underwritten upon an occurrence basis. Any policies or provisions relating to professional liability, completed operations, or E&O coverages shall survive the termination or expiration of this agreement

### 21.0 PERIOD OF SERVICE

The Consultant shall proceed with the services under this Agreement promptly and will diligently and faithfully prosecute the work to completion in accordance with applicable engineering standards subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of the Consultant.

### 22.0 TIME LIMIT ON CLAIMS

All claims against Consultant, whether grounded in contract tort, or otherwise, shall be brought no later than three (3) years from the date of issuance of the invoice relating to the services giving rise to the claim(s).

### 23.0 EXECUTIVE ORDER 13496: NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

Similarly, Client and Consultant agree to abide by NYS Executive Law Article 15 restrictions against discrimination, the Iran Divestment Act, the rules of OFAC, the MacBride Fair Employment Practices Act, and other similar requirements imposed by local, state or federal law, whether herein individually listed or not.

### 24.0 EXECUTORY CLAUSE

This Agreement shall be deemed executory and binding only to the extent of monies available to the Client for the payment and performance of the terms hereof. Neither the full faith and credit nor the taxing power of the Client is pledged to the payment of any amount due or to become due under this Agreement, whether by breach, performance, or otherwise. Neither this Agreement nor any representations by or on behalf of Client bind any legislative body to appropriate or make monies available for the purposes of this Agreement. Client shall have no liability to Consultant, or to any third party, under this Agreement beyond the funds appropriated and made available for this Agreement.



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## **ATTACHMENT B**

### **Scope of Work and Fee Schedule**

April 11, 2025

Patrick Tyrrell  
Parks and Recreation  
29 Auburn Road  
Lansing, NY 14882



**RE: TOWN GREENWAY MASTER PLANNING**

Dear Mr. Tyrrell:

The Town of Lansing has long demonstrated a commitment to enhancing its parks, trails, and recreational amenities, fostering a vibrant community that values outdoor accessibility and environmental stewardship. This dedication is evident in its flagship Myers Park, Ludlowville Park, and the adjacent Salt Point nature preserve, as well as in efforts to expand connectivity through projects like the Lansing Center Trail and the emerging Lansing Greenway Project. These initiatives showcase Lansing's long-term vision for a more walkable, accessible, and connected community.

**MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ)** is excited for the opportunity to continue supporting this vision by bringing our expertise in trail planning, community engagement, and sustainable design to the Greenway Master Plan. We are no stranger to Lansing's vision or its recreational planning efforts. As the lead consultant for the 2022 Parks and Trails Master Plan, we worked closely with Town officials and residents to develop a strategic framework for expanding Lansing's trail network. Our deep understanding of the Town's priorities—combined with our extensive multi-use trail planning, design, and public engagement expertise—positions us uniquely to advance the next phase of Lansing's trail system.

Our expertise in trails and recreational planning is extensive—MJ has been involved in over 80 multi-use trail projects and nearly 100 other park and recreational projects. We understand how to balance practical designs, environmentally responsible initiatives, and aesthetics to create spaces that enhance quality of life while being maintainable and financially viable for the communities we serve.

Our team is uniquely positioned for this effort because of our comprehensive, full-service approach. We bring together planners, engineers, and landscape architects with diverse professional backgrounds and extensive experience in master planning, feasibility analysis, and site design. Being a multi-disciplinary firm enables us to evaluate both physical site constraints and long-term community support, ensuring that our plans are not just visionary but also practical. Our design staff collaborates directly with our planners to develop concepts and cost estimates that are financially and technically feasible, allowing for seamless implementation as funding and opportunities arise.

We are confident that our insights, technical skills, and local knowledge uniquely position us to assist the Town of Lansing with this Greenway Master Plan. If you have any questions regarding this submittal, please do not hesitate to contact me at 518.371.0799 or [mpanichelli@mjteam.com](mailto:mpanichelli@mjteam.com).

Sincerely,

Michael Panichelli, PE, President



21 Corporate Drive  
Clifton Park, NY 12065

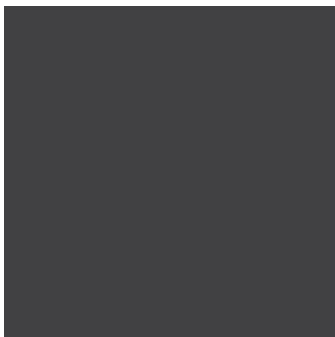
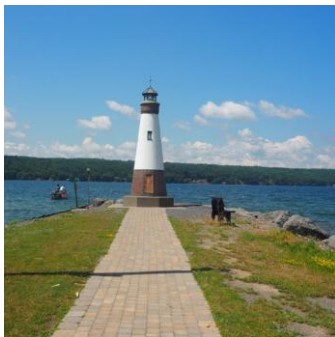
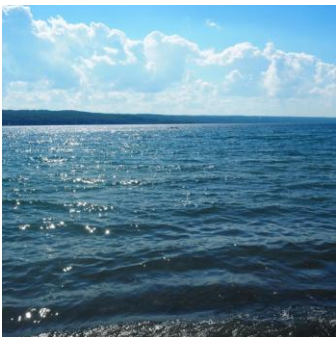


518.371.0799  
[mj@mjteam.com](mailto:mj@mjteam.com)  
[mjteam.com](http://mjteam.com)



Fishkill, NY  
Levittown, NY  
Picatinny, NJ  
Melbourne, FL





# Town of Lansing

# **GREENWAY MASTER PLANNING**

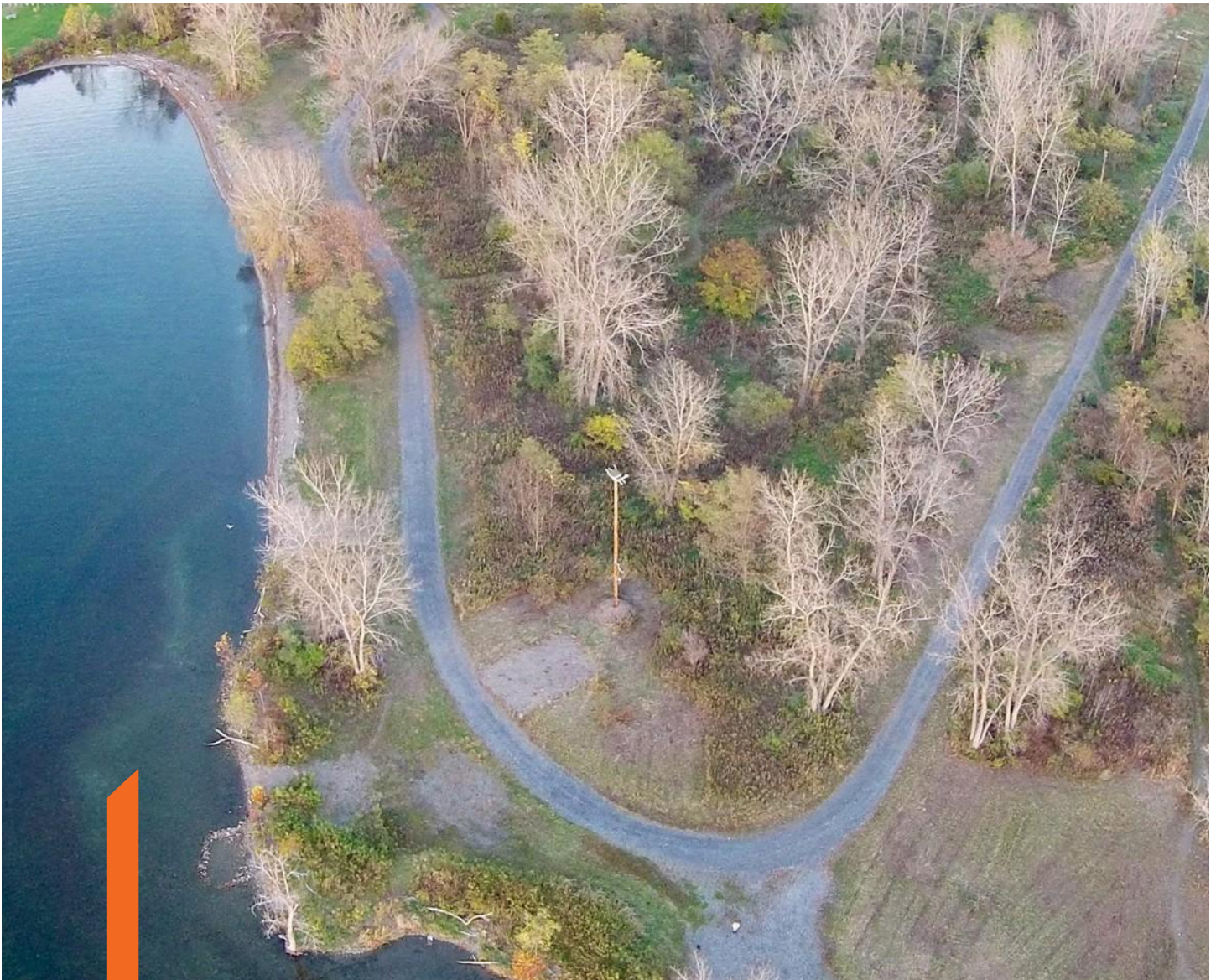


# TABLE OF CONTENTS

<b>I. LEAD CONSULTANT INFORMATION .....</b>	<b>3</b>
» <b>FIRM INFORMATION .....</b>	
» <b>ORGANIZATION CHART .....</b>	
» <b>RESUMES .....</b>	
<b>II. STATEMENT OF QUALIFICATIONS.....</b>	<b>5</b>
» <b>EXPERIENCE .....</b>	
» <b>MJ ADVANTAGE .....</b>	
<b>III. STATEMENT OF AVAILABILITY .....</b>	<b>7</b>
<b>IV. REFERENCES.....</b>	<b>19</b>
<b>V. FEE PROPOSAL .....</b>	<b>21</b>

# I. LEAD CONSULTANT INFORMATION

"MJ has the ability to keep people on point and adapt to change. We feel they put much more effort into their proposals and deliverables than other firms. They are very well thought out and illustrated. We are very satisfied with everything MJ has done for us and look forward to continuing our partnership"



**Town of Lansing**

Parks, Recreation & Trails Master Plan  
Patrick Tyrrell, Parks & Recreation Supervisor



# FIRM INFORMATION

## PRIME CONSULTANT:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

21 Corporate Drive, Clifton Park, NY 12065

518.371.0799

mjteam.com

## CONTACT:

Michael Panichelli, PE, President

518.371.0799

mpanichelli@mjteam.com

## PARTNERS:

Michael Panichelli, PE, President

Christopher Dooley, PE

Joel Bianchi, PE

Brian Cooper, PE

Joseph Malinowski, PLS

Andrew Kohout, RA

Josiah Simpson, PLA

Helping Communities  
and Each Other Thrive



# ORGANIZATION CHART



## PROJECT MANAGER - JOSIAH SIMPSON, PLA

- ✓ Served as Landscape Architect for the Town of Lansing’s 2022 Parks, Recreation, and Trails Master Plan, providing a deep understanding of the Town’s priorities, opportunities, and community values.
- ✓ Experienced in aligning community goals with realistic implementation strategies, including phased development and funding alignment.
- ✓ Deep knowledge of multi-use trail planning, zoning, and policy frameworks to support greenway development.

**CONTACT INFO:** P: 518.371.0799, E: jsimpson@mjteam.com

Planning/Public Engagement	Landscape Architecture	Site/Civil Engineering	Transportation Engineering	GIS & Survey
Jaclyn Hakes, AICP Jen Ceponis Dan Madigan	Carolyn Copenhaver Doug Gerber, PLA	Jenny Lippmann, PE Traci Sousa, PE Scott Price, PE	Megan Bacon, PE Lisa Wallin, PE Brian Cooper, PE	Mike Pianka, GISP Mike Koterba, PLS Joseph Malinowski, PLS

# JOSIAH SIMPSON, PLA

## Project Manager

**Josiah contributed to the Town of Lansing's 2022 Parks, Recreation, and Trails Master Plan, developing conceptual layouts that prioritized connectivity, environmental sensitivity, and long-term usability across diverse recreational settings.**

Josiah is a landscape architect with a passion for enhancing and rehabilitating ecological systems and improving the human experience of those landscapes. His design approach involves a process of understanding the story of a place, unpacking a landscape's social, economic, and environmental layers from the past and present to identify opportunities for realizing a meaningful and creative project vision. He draws from a rich background involving public engagement workshops, community design charrettes, trail design, green infrastructure, restoration of stream banks and wetlands, and landscape construction management in both rural and urban settings over the last 15 years. Josiah has experience drafting plans ranging from conceptual design to construction documents, 3D modeling and graphic rendering, filing permits, and site assessment through advanced digital mapping and analysis tools and fieldwork. He provides expertise on design workshops and charrette management by organizing activities, facilitating discussions, leading small groups, and analyzing participant data.

### Project Experience:

**Parks, Recreation, and Trails Master Plan, Town of Lansing, NY.** Landscape architect for the development of a community-supported plan that provides guidance for future development and redevelopment of the Town's parks, recreation programming, trails, and facilities. Josiah prepared master plan level designs for four parks and one preserve that balance safe water access, restoration areas, various types of recreation for different seasons, bathroom and parking infrastructure, and a large event space. The design process was guided by close coordination with the Town and outreach and research efforts that revealed expansion opportunities through a needs assessment of forecasted demographic change and public demand. The team was also responsible for conducting existing conditions analysis and assisting with the development of the plan. This included seeking opportunities to incorporate energy efficiency and other sustainability strategies into the Town's facilities.

**Dutchess County Parks and Recreation Master Plan, Dutchess County, NY.** Landscape architect for the development of this master planning effort. The team examined existing facilities and future opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail within the County. Josiah prepared master plan level design work for these recreation areas that proposed new water access points, improved pedestrian circulation and safety, and creative programming and recreational opportunities. These plans were essential for the master plan by recommending immediate and long-term goals with a specific emphasis on creating

### EDUCATION

MLA, Landscape Architecture,  
University of Massachusetts,  
Amherst

MALD, Landscape Design,  
Conway School of Landscape  
Design

BA, Sociology, Lewis and Clark  
College

### PROFESSIONAL REGISTRATION

Professional Licensed Architect:  
New York

### CERTIFICATIONS

Certificate, Charrette Systems  
Management, National  
Charrette Institute

### AWARDS

Olmsted Scholar (2019)

### YEARS OF EXPERIENCE

Total: 15

With MJ: 3

# JOSIAH SIMPSON, PLA

## Project Manager

universal access at all facilities, buildings, playgrounds, and trails. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system including the Dutchess County Rail Trail and the Harlem Valley Rail Trail.

**Lake Walton Preserve Parks and Recreation Master Plan, Dutchess County, NY.** Landscape architect for the development of a master plan and strategic direction for the 231-acre Lake Walton Preserve. This effort was built off the original Dutchess County Parks and Recreation Master Plan to create a roadmap with an appropriate balance of facilities, amenities, and programs throughout the County now and into the future. Public engagement included several activities and outreach methods designed to inform the public and gather input to guide the effort. They included an online survey, virtual public outreach events streamed through Zoom and Facebook, and digital outreach. The team worked with Dutchess County DPW to develop the master planning document, facilitate core team meetings, and coordinate public engagement efforts. Josiah conducted a site assessment followed by a comprehensive master plan design that revealed a range of opportunities for enhanced bird observation, ecological education, water quality improvements, access points, and locations for overlooks and pavilions.

**Lake Walton Preserve Improvements Dutchess County, NY.** Following the master planning effort, Josiah served as the project's landscape architect for the implementation of 1.1 miles of nature trails designed to be an engineered surface that is ADA accessible, yet natural in appearance to fit seamlessly in the preserve setting. The park improvements were designed to be universally accessible. Josiah was responsible for designing universally accessible navigation signs, wayfinding signage, and educational programming features for the nature trail's access points, parking areas, interpretive materials, branding graphics, and safety upgrades. MJ also designed two pedestrian bridges and a boardwalk for pedestrian enhancements. The aesthetics of each project element was contemplated extensively so that all improvements fit into the natural environment appropriately. This is the largest improvement project in the County's park system in decades.

**Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY.** Project manager for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building is also being designed within Coeymans Landing Riverfront Park.

**Wilcox Memorial Park Improvements, Dutchess County, NY.** Landscape architect for upgrades to this 614-acre park that offers a beautiful landscape backdrop with numerous opportunities for both passive and active recreation. The park offers swimming, camping, disc golf, and much more. Wilcox Park is the largest park in the County's Park systems and serves as the hub for the northern part of the County. The park also offers over 11 miles of well-maintained hiking trails that wind through the woods. To improve features at the park, Josiah provided design for a new universally accessible woodland-themed splash pad with adjacent music/sensory playground. As part of the project, Josiah is also responsible for landscaping and the design of pathways to improve pedestrian circulation around the park.

**Kaaterskill Rail Trail Phase 3, Hunter, NY.** Project manager and lead designer for preparing concept to construction document rail trail plans. The Kaaterskill Rail Trail will link Hunter's villages, open spaces, and hiking trails along one contiguous trailway. Phase 3 was a challenging section of the trail due to private property, steep grade, the need to cross highway 23A, and a Kaaterskill creek crossing. The work preparing a conceptual trail alignment helped secure public access easements and prepare a preliminary cost estimate. DOT permitting was required for work within the right-of-way and a DEC permit for the creek crossing. Final construction documents specify a paved concrete trail, way-finding signs, road safety signs, two cross walks, retaining walls, and native plant landscaping.





# JACLYN HAKES, AICP

## Public Engagement Specialist

**Jackie served as Project Manager for the Town of Lansing's 2022 Parks, Recreation, and Trails Master Plan, leading a collaborative planning process that balanced community priorities with implementable strategies—laying the foundation for the Town's current trail and greenway initiatives.**

Jackie is a certified community planner with expertise in land use, environmental, transportation, and recreation planning. She is skilled in conducting challenging community conversations and brings specific, relevant experience in public outreach and consensus building for similar transportation projects. Many of her projects have also involved outreach services focused on diverse socio-economic, multilingual and multicultural communities. As project manager, Jackie will initiate ongoing contact with the Town of Lansing to provide a single point of contact, ensuring accurate and timely communication and effective client/project team coordination.

### Project Experience:

**Lansing Parks, Recreation, and Trails Master Plan, Town of Lansing, NY.** Project manager for development of a townwide parks, recreation, and trails master plan. The plan created a roadmap to ensure an appropriate balance of facilities, amenities, and programs. The interactive, master planning process included multiple opportunities to engage with the public. This included an online survey, public meetings, and a project website. Gathering existing conditions and a combination of all the feedback has culminated with the final master plan that could be used moving forward. Along with studying several parks and preserves, the team analyzed future improvement options for the Lansing Center Trail, which offers great birdwatching and dog walking. The team found that expanding on the already existing trails, adding interpretive signage and improving parking would enable patrons to enjoy the trails to their fullest extent. Illustrations and conceptual plans for suggested upgrades were presented in the master plan for all the park, recreation sites and trails within the Town.

**Dutchess County Parks and Recreation Master Plan, Dutchess County, NY.** Jackie led the development of this countywide master planning effort. The team examined existing facilities and opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail. The plan acts as a roadmap to ensure an appropriate balance of facilities and amenities in the County. The document included immediate and long-term plans with a specific emphasis on creating universal access at all facilities. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system. MJ was responsible for coordination with the County, existing conditions analysis, public engagement activities, stakeholder coordination and development of the plan. A key focus of the plan involved evaluating the William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail, which are key components of the Dutchess County park system. They connect cities, towns and villages, draw visitors far and wide and create

### EDUCATION

Masters in Regional Planning (MRP), University at Albany

BA, Environmental Studies, Binghamton University

BA, Geography, Binghamton University

### PROFESSIONAL REGISTRATION

American Institute of Certified Planners (AICP)

American Planning Association (APA)

NY Upstate Chapter APA

LWRP Certification

### ORGANIZATIONS

Saratoga PLAN, Emeritus Board

University at Albany, Department of Geography & Planning, MRP Community Advisory Board

Leadership Saratoga, Advisory Board

Wilton Wildlife Preserve and Park, Board of Directors

### YEARS OF EXPERIENCE

Total: 24

With MJ: 13

# JACLYN HAKES, AICP

## Public Engagement Specialist

numerous opportunities for local businesses along their paths. The team prioritized these key assets by recommending options to maintain, extend and develop new facilities to meet the demands of county residents and visitors. This included exploring opportunities for bathroom facilities along the trail, promoting tourism and trail maintenance. Illustrations and conceptual plans for suggested upgrades were presented in the master plan for all the park, recreation sites and trails within the Dutchess County park system.

**Saranac River Trail Greenway Feasibility Study, Clinton County, NY.** Project planner for development of conceptual designs and analysis and selection of a preferred alternative to extend a two-mile portion of the Saranac River Trail Greenway (SRTG) through the City of Plattsburgh and extending to the Town of Plattsburgh. MJ developed schematic designs for three alternatives which included trail alignment, landscape design and wayfinding. Jackie assisted with SEQR documentation, public outreach, and wayfinding. She worked with the County and DOS to facilitate a public meeting to present the alternatives and gather project feedback.

**Dutchess County Transportation Council (DCTC) - Arlington Main Street Redesign Initiative Study, Town of Poughkeepsie, NY.** Project manager for development of a feasibility study for potential improvements to this urban corridor to enhance walkability, calm traffic, and improve its appearance for the community's economic vitality. Jackie led the public outreach effort to assist in creation of a detailed, implementable conceptual design for Main Street. She utilized a variety of engagement methods to capture public input. Outreach included stakeholder group meetings, public workshops, informational pop-up stations, online survey, and postings on the Town and County websites. MJ created an overall theme and brand for the initiative, which was utilized throughout all the project materials and outreach events.

**NYS Route 50 Corridor Feasibility Study, Town of Milton, NY.** Project manager for this Route 50 corridor enhancement study. The project also had a traffic component for improvements at the Northline Road/Route 50 intersection. A complete streets audit was conducted as part of the existing conditions analysis to determine factors affecting accessibility, connectivity, safety, and place making elements. Public engagement was a crucial component for this project. MJ utilized a virtual public visioning workshop, an online community survey, project website, stakeholder interviews, additional workshops and social media outreach in order to ensure the community was involved in the process.

**ADVANTAGE Adirondacks - Adirondack Park Economic Development Strategy, NYS.** Senior planner for an economic development strategy to advance economic opportunities across the six million-acre Adirondack Park. This effort was undertaken by a collaboration with government agencies and non-profit organizations with a focus on the principles of innovation, place, scale and talent. The strategy identified a set of programs and incentives that viewed environmental and economic sustainability as mutually dependent and reinforcing. It utilized smart growth principles to develop an action plan for improving the conditions among all 103 communities in the Park.

**CDTC - Route 9 Downtown Complete Streets Feasibility Study, Town of Malta, NY.** Project manager for development of a complete streets feasibility study for CDTC and the Town of Malta. The study examined the implementation of complete streets concepts consistent with the Town's Form-Based Code along two miles of Route 9 in downtown Malta.

**CDTC - Scotia Downtown Connections Feasibility Study, Village of Scotia, NY.** Project planner for this study to improve the pedestrian, bicycle, and transit experience in the Village of Scotia's Central Business District along Mohawk Avenue. Jackie assisted the Village in developing a public engagement plan that gathers feedback from residents, business owners, and other local stakeholders on their vision for this corridor. The study provided the Village with a planning document that will guide transportation improvements and future development efforts on the corridor, with the goal of using the planning product to pursue funding opportunities to begin implementing suggested improvements.





# JENNY LIPPMANN, PE

## Senior Site/Civil Engineer

**Jenny served as the project manager for the Myers Park Improvements design in the Town of Lansing and brings a deep understanding of the Town's vision, site conditions, and long-term goals for its parks and trail system.**

Jenny has 22 years of experience working with municipal governments on transforming their parks, public spaces, and trails with the goal of strengthening environmental, social, and economic aspects of their communities. She specializes in waterfront development projects and understands how to skillfully navigate the complex regulations and permitting process required to properly control cost and schedule.

### Project Experience:

**Myers Park Improvements, Town of Lansing, NY.** Project manager for enhancements to Myers Park, which included modifications to pedestrian and vehicular circulation to limit the abundance of existing pavement and redundant vehicle access, and by placing an emphasis on people over vehicles. The project provided an opportunity to re-think and re-orient the physical programming, thereby activating the space and providing improved accessibility to enable users of all abilities to enjoy the park. MJ's scope of work included new RV camp sites, RV bathroom building with showers and wastewater treatment system, park bathrooms and on-site wastewater treatment system, kayak launch and storage building, camp sites, and improved circulation, access, and parking configuration.

**Dutchess County Parks and Recreation Master Plan, Dutchess County, NY.** Senior site/civil engineer for the development of this master planning effort. The team examined existing facilities and future opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail within the County. Josiah prepared master plan level design work for these recreation areas that proposed new water access points, improved pedestrian circulation and safety, and creative programming and recreational opportunities. These plans were essential for the master plan by recommending immediate and long-term goals with a specific emphasis on creating universal access at all facilities, buildings, playgrounds, and trails. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system including the Dutchess County Rail Trail and the Harlem Valley Rail Trail.

**Lake Walton Preserve Parks and Recreation Master Plan, Dutchess County, NY.** Project manager for the development of a master plan and strategic direction for the 231-acre Lake Walton Preserve. This effort was built off the original Dutchess County Parks and Recreation Master Plan to create a roadmap with an appropriate balance of facilities, amenities, and programs throughout the County now and into

### EDUCATION

BS, Civil Engineering, Union College, Schenectady, NY

BA, Union College, Schenectady, NY

### PROFESSIONAL REGISTRATION

Professional Licensed Architect: New York

### ORGANIZATIONS

American Society of Civil Engineers (ASCE)

### YEARS OF EXPERIENCE

Total :22

With MJ: 11

# JENNY LIPPMANN, PE

## Senior Site/Civil Engineer

the future. Public engagement included several activities and outreach methods designed to inform the public and gather input to guide the effort. They included an online survey, virtual public outreach events streamed through Zoom and Facebook, and digital outreach. The team worked with Dutchess County DPW to develop the master planning document, facilitate core team meetings, and coordinate public engagement efforts. Josiah conducted a site assessment followed by a comprehensive master plan design that revealed a range of opportunities for enhanced bird observation, ecological education, water quality improvements, access points, and locations for overlooks and pavilions.

**Lake Walton Preserve Improvements Dutchess County, NY.** Following the master planning effort, Jenny served as project manager for the implementation of 1.1 miles of nature trails designed to be an engineered surface that is ADA accessible, yet natural in appearance to fit seamlessly in the preserve setting. The park improvements were designed to be universally accessible. Josiah was responsible for designing universally accessible navigation signs, wayfinding signage, and educational programming features for the nature trail's access points, parking areas, interpretive materials, branding graphics, and safety upgrades. MJ also designed two pedestrian bridges and a boardwalk for pedestrian enhancements. The aesthetics of each project element was contemplated extensively so that all improvements fit into the natural environment appropriately. This is the largest improvement project in the County's park system in decades.

**Hudson River Waterfront Park Local Waterfront Revitalization Plan (LWRP) Implementation, City of Cohoes, NY.** Working with DOS through LWRP grant funding, Jenny was the project manager overseeing all survey, site development, environmental engineering and landscape architecture services for waterfront development which includes a public boat dock, kayak launch, greenspace, shoreline stabilization, parking and a pathway connection to the Black Bridget Trail. This project furthered initiatives included in the City's Urban Waterfront Rediscovery Plan. The waterfront serves as one of the City's great aesthetic and natural assets and acts as an integral link within a considerable regional trail and water network. The floating dock has a galvanized steel frame and wood deck. It includes ADA compliant features, kayak launch, and space for eight mid-sized boats.

**Mohawk Harbor Dockage Design and Multi-Use Path, City of Schenectady, NY.** Project manager for survey, geotechnical investigations, environmental permitting and design for a new large-vessel dock and gateway plaza for the City of Schenectady, funded by the New York State Department of State (NYSDOS) Local Waterfront Revitalization Program (LWRP). The project includes the installation of approximately 400 linear feet of floating dock with water, sewer, and electrical service connections. The gateway landing design is intended to provide a welcoming first-impression for visitors to the City of Schenectady and Mohawk Harbor, and includes hardscape, site lighting, wayfinding, and landscape design. The project includes coordination with multiple stakeholders, as well as grant administration assistance.

**Wilcox Memorial Park Improvements, Dutchess County, NY.** Project manager for upgrades to this 614-acre park that offers a beautiful landscape backdrop with numerous opportunities for both passive and active recreation. Wilcox Park is the largest park in the County's Park systems and serves as the hub for the northern part of the County. The park also offers over 11 miles of well-maintained hiking trails that wind through the woods. To improve features at the park, Jenny is leading the design of a universally accessible woodland-themed splash pad with an adjacent music/sensory playground.

**Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY.** Senior site/civil engineer for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building is also being designed within Coeymans Landing Riverfront Park.



# MEGAN BACON, PE

## Transportation Engineer

**Megan is an experienced transportation engineer specializing in the planning and design of multi-modal transportation projects that enhance connectivity, accessibility, and sustainability. Megan's expertise includes ADA-compliant design, stormwater management, site grading, and pedestrian safety improvements, ensuring that each project meets the highest standards of functionality and inclusivity.**

Megan has experience working with municipal governments and local agencies on transforming their parks, trails, and open spaces with the goal of strengthening environmental, social, and economic aspects of their communities. Most of her work at MJ has focused on multi-modal transportation and community revitalization projects. Megan's typical responsibilities include pavement design, geometric alignment, stormwater/drainage design, ADA compliance, environmental services, pedestrian amenities, landscape design, and cost estimating.

### Project Experience:

**Living with the Bay, Mill River Greenway, Nassau County, NY.** Transportation engineer for the design of a greenway to reconnect the surrounding communities with the Mill River System. The project created greenways connecting communities with sections along the Mill River, starting near Hempstead High School, through Hempstead Lake State Park, south to Smith Pond and Lister Park, and continue south terminating at Bay Park. The goal was to improve public accessibility to Mill River, as well as increasing safety, ecological value, and recreational opportunities for communities around the river. The greenway design includes a multi-use path, wayfinding and educational signage, benches, lighting, pollinator gardens, ADA compliance, and other amenities along the path. Pedestrian safety and accessibility was at the forefront of MJ's design and included traffic calming measures, improved pedestrian crossings, as well as ADA upgrades throughout the project corridor. Megan's responsibilities included ADA-compliant trail and sidewalk design, signing and striping, and landscape design.

**Erie Canal Towpath Trail, Town of Halfmoon, NY.** Transportation engineer for the design of an off-road trail segment that completed the Town of Halfmoon's final gap in the regional Mohawk Towpath Scenic Byway. The project included construction of an 8-foot-wide, 4,100 LF multi-use path. It included a 200-foot boardwalk, road markings, traffic and wayfinding signage, crosswalks and stone bollards. Megan's responsibilities included ADA-compliant trail design, environmental permitting, site grading, and erosion and sediment control design.

**Champlain Canalway Trail, Fort Ann to Kingsbury, NY.** Transportation engineer for the design of a 6.3-mile multi-use canalway trail adjacent to the Champlain Canal, linking the Towns of Fort Ann and Kingsbury. The project also included site improvements to Lock C-9. The project was initiated to focus on transforming the canal system into a recreationway that will bring the waterfront heritage into the

### EDUCATION

BS, Civil Engineering, Rensselaer Polytechnic Institute

### PROFESSIONAL REGISTRATION

Licensed Professional Engineer:  
New York

### YEARS OF EXPERIENCE

Total: 8

With MJ: 8

# MEGAN BACON, PE

## Transportation Engineer

21st century, conserve natural resources of the canal and magnify the presence of the canal system through appropriate development. The trail was designed to be 10 feet wide in most areas, constructed with asphalt and five-foot-wide side buffers. MJ was responsible for the multi-use trail analysis and plan generation including the design of 18 culverts which will be needed to carry the trail over small drainage tributaries. This project was located within a flood plain. Megan's responsibilities included ADA-compliant trail design, erosion and sediment control design, site grading, signing and striping, and landscape design.

**Erie Canalway Trail Project: Frankfort to Ilion, Herkimer, NY.** Transportation engineer for this canalway trail design for the Empire State Trail, from the marina in Ilion, New York, west to Acme Road. The project included design of a new 1.5-mile multi-use trail along the Erie Canal. MJ evaluated existing topography and drainage throughout the corridor to optimize the proposed trail alignment and profile. The project included investigation of existing wetland impact areas to minimize disturbance. The design included a pedestrian bridge over the Steele Creek, retaining wall design, design of trail heads and roadway connections, drainage design, and utility coordination. Megan's responsibilities included ADA-compliant trail design, site grading, signing and striping, and erosion and sediment control design.

**Erie Canalway Trail Project: Fort Herkimer Church Road to Lock E-18, Herkimer, NY.** Transportation engineer for the design of a new two-mile segment of the Empire State Trail along the Erie Canal to extend the existing trail from Fort Herkimer Church to the Erie Canal Lock 18. The project also included the design of a new pedestrian bridge over Spohn Creek, replacement of existing culverts, installation of new culverts, bank protection to prevent canal erosion and repaving of an asphalt overlay applied to the existing lock access road to be marked as a shared-use bike path. Megan's responsibilities included ADA-compliant trail design, site grading, signing and striping, and erosion and sediment control design.

**Washington Avenue and State Street Empire State Trail, City of Schenectady, NY.** Transportation engineer for the design to widen the Empire Trail path at the corner of Washington Avenue and State Street. This located had a utility pole that forced the 12-foot-wide path to neck down to five-feet, causing safety issues for bikers and pedestrians. The project included removal of the existing sidewalk at the corner, extending the curb into the road to widen the sidewalk, relocating/modifying the existing catch basin structure on State Street, a new sidewalk, new ADA sidewalk ramps with tactile warning, investigate the relocation of the existing Welcome to Schenectady signs and re-striping the crosswalk. Megan's responsibilities included ADA-compliant trail and sidewalk design, environmental permitting, site grading, signing and striping, drainage design, and erosion and sediment control design.

**Franklin Street Complete Streets, City of Kingston, NY.** Transportation engineer for the design effort to create a safe, accessible pedestrian route between two major thoroughfares in the City. The project provides a more inviting connection to several points of interest in the community. The design included new sidewalks, landscaping, bicycle infrastructure, signage, ADA upgrades and high visibility crosswalks along the entire length of Franklin Street. Bluestone was used on two blocks within the City's Fair Street Historic District. Before final design was selected, MJ developed three concept alternatives with renderings and associated cost estimates. The designs were presented to the City, project committee, and the public for the final design selection. Megan's responsibilities included drainage design, erosion and sediment control design, and community outreach. Community engagement was a crucial piece to this project during preliminary and final design. MJ utilized a variety of engagement methods to capture public input during the project, including pop-up stations, interactive public meetings, and translations services.



## II. STATEMENT OF QUALIFICATIONS

"I want to say a sincere thank you for your work on the initial phase of this project and the master planning effort. You were a pleasure to work with and we are happy with the end product!"



# FIRM OVERVIEW

**MJ** is passionate about planning and designing trails and greenways that enhance the communities we live in. We are a multi-disciplined planning, engineering and land surveying consulting firm with 45 years of experience. MJ employs 175 people and is a full-service firm specializing in trail design and recreational facilities, with emphasis on accessibility and community engagement. We view our designs as a way to enhance the rich culture and history of a neighborhood. Designing landscape elements is more than a visual choice, every material presents an opportunity to integrate local essence and history.

MJ has been designing trails for decades. As a full-service firm, we have the expertise to assist clients in evaluating reality-based design options that meet community needs, while satisfying local, state, and federal design requirements. Our team understands that communities are most successful when there is balance between residential and economic growth and quality of life elements such as trails to support healthy and active lifestyles and provide vital community connections.

Every trail we design is unique and considers the surrounding environment and end users. It must include opportunities for accessibility and connectivity in practical ways by providing realistic solutions that a community wants, needs, can afford, and can maintain. We develop designs that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, and accessible and functional accommodation.

Along with trail planning and design, MJ is incredibly well versed in the community engagement process. Over the years, we have created several unique outreach opportunities to ensure all community members can be reached and included. Our goal is to make sure everyone's voice is heard and public feedback is incorporated into the planning process. In addition to developing project-specific public engagement strategies, our staff has extensive experience facilitating and leading community engagement processes that often include public workshops, design charrettes and focus group meetings. MJ's key personnel are experienced in conveying complex issues and highly technical data to the public in an easily understandable manner. These services ensure that decisions are made in consideration of and to benefit public needs and preferences.

## MJ'S RECENT TRAIL EXPERIENCE INCLUDES:

- Park, Recreation & Trail Master Plan, Lansing
- Park, Recreation & Trail Master Plan, Dutchess County
- Lake Walton Preserve Trail, Dutchess County
- LaChute River Trail Feasibility Study, Essex County
- LaChute River Trail Design, Essex County
- Saranac River Trail Feasibility Study, Clinton County
- Mill River Greenway Trail, Nassau County
- Troy-Menands Multi-Use Trail, Troy and Menands
- Lake Champlain Canal Trail, Fort Ann to Kingsbury
- Erie Canalway Trail, Frankfort to Ilion
- Erie Canalway Trail, Fort Herkimer to Lock E-18
- Erie Canal Towpath Trail Link, Halfmoon
- Flower Hill Multi-Use Path, Town of Niskayuna
- Soccer Field Multi-Use Path, Town of Niskayuna
- Multi-Use Rail Trail, Lake Placid to Tupper Lake
- Crescent Road Multi-Use Trail, Halfmoon/Clifton Park
- Moe Road Multi-Use Trail, Clifton Park
- Zim Smith Connection Trail, Saratoga County
- Washington Avenue Empire State Trail, Schenectady
- Helderberg-Hudson Rail Trail, Albany County
- Poughkeepsie Urban Trail, Dutchess County
- Susquehanna River Trail, Broome County
- Glenridge Road Multi-Use Trail, Glenville
- Harlem Valley Rail Trail, Columbia County
- Round Lake Preserve Boardwalk Trail, Malta
- Riverfront Park Revitalization and Connections, Troy
- Erie Canal National Heritage Trail, Cohoes
- Multi-Use Rail Trail, Poughkeepsie to Fishkill







# PARKS, RECREATION, & TRAILS MASTER PLAN

## LANSING, NEW YORK

MJ served as prime consultant for the development of a Parks Recreation, and Trails Master Plan for the Town of Lansing. The plan creates a roadmap to ensure an appropriate balance of facilities, amenities, and programs throughout the Town. The plan is also being used as a resource for development of the Town’s parks, trails, and recreation system over the next five to twenty years.

The core approach to this project involved three main concepts: Re-Think; Re-Connect; Re-Focus. The MJ team helped the Town to rethink the physical space that exists and discover new programming opportunities. The Town also wants to reconnect physically within the parks, visually to the waterfront, and programmatically to the community. The goal was to assist the Town by providing increased opportunities for recreation and use of space while encouraging residents to be more active in taking advantage of those opportunities.

An extensive community engagement plan was integral to the success of this project, allowing our team to inform the public of the project details and gather input to guide the overall effort. Methods have included a design charrette exercise, an online survey, a dedicated project website, and a virtual public outreach event streamed online through Zoom.

### CLIENT REFERENCE:

Patrick Tyrell  
Parks & Recreation Supervisor  
607.533.7388

### KEY PROJECT ELEMENTS:

- Master Planning
- Public Engagement
- Mobile Mapping
- GIS
- Development of Interactive Webmap
- Recreation Planning
- Trail Planning
- Recreation Programming
- Park Design
- Existing Conditions
- Analysis ADA Report





**Click the link to view the Master Plan:**

[Dutchess County Parks and Recreation Master Plan](#)

# COUNTYWIDE PARKS, RECREATION & TRAILS MASTER PLAN

DUTCHESS COUNTY, NY

MJ developed a countywide Parks and Recreation Master Plan, which acts as a roadmap to ensure an appropriate balance of facilities and amenities in the County. Prior to initiating the planning process, MJ performed mobile mapping to collect topographic survey data for six active parks and two trails in the County. Once data was collected, MJ's technicians developed a 3D web-based viewer for direct interaction with the scan data and photos from each scan.

The master plan included immediate and long-term plans with a specific emphasis on creating universal access at all facilities and trails. MJ evaluated six existing parks, two rail trails, and other open space sites and amenities to develop innovative strategies and recommendations to achieve the County's vision. The plan is intended to be used as a resource for future development and redevelopment of the County's parks, open space, and recreation system.

Public engagement was a critical component to the master planning process. Our robust engagement plan included three open houses at Bowdoin Park, Town of Milan Town Hall, and Quiet Cove Park, pop-up tables at the Harlem Valley Rail Trail, a Hudson Valley Renegades baseball game, and the Millerton Farmer's Market, stakeholder outreach, walk and talk at the Lake Walton Preserve, a community survey, various social media outreach, and several online information sessions through Facebook Live and Zoom.

Following the extensive planning effort, MJ led the design for upgrades at three facilities within the Dutchess County park system:

- Lake Walton Preserve Improvements
- Bowdoin Park Improvements
- Wilcox Memorial Park Improvements

## CLIENT REFERENCE:

David Whalen  
Dutchess County DPW  
845.486.2059

## KEY PROJECT ELEMENTS:

- Master Planning
- Recreation Planning
- Funding Opportunities
- Public Engagement
- Park & Trail Design
- Survey & Mapping
- GIS
- Development of Interactive Webmap
- Universally Accessible
- Parking Upgrades
- Circulation Upgrades
- Boardwalk & Pier Design
- Pedestrian Bridge Design
- Stormwater/Drainage
- Signage/Wayfinding





# LIVING WITH THE BAY - MILL RIVER GREENWAY

NASSAU COUNTY, NY

MJ led the Living with the Bay initiative to develop a multi-use, urban greenway to reconnect the surrounding communities in the Mill River watershed located in Nassau County. The goal was to improve public accessibility, which in turn would increase safety, ecological value, and recreational opportunities for the local communities.

The overall area along Mill River is ideal for biking, walking, and boating, but the existing pathways were discontinuous. The riverbanks had degraded as a result of lack of visibility and connectivity. Other existing issues in the Mill River area included dangerous road crossings for pedestrians/bicycles, lack of public access and continuous paths, reduction in the use of public parks and playgrounds, poor public access to waterways, and loss of natural resources.

MJ revitalized this recreational area through the design of a multi-use path to reconnect communities within the Mill River system. The project started near Hempstead High School and went through Hempstead Lake State Park, Smith Pond, Lister Park, and Bay Park. MJ's design included a multi-use path, wayfinding, educational signage, benches, landscaping, lighting, and other amenities. Pedestrian safety and accessibility were at the forefront of MJ's design and included traffic calming, improved pedestrian crossings, and ADA upgrades. Sustainability was woven in design and included innovative stormwater practices including bioretention areas and pollinator gardens.

The project was funded through GOSR. Bidding the greenway as one large contract wouldn't meet the funding schedule. Instead, MJ split the contract into six smaller pieces so it could be completed sooner. Coordinating six separate projects and contractors was certainly more complex, but allowed the greenway to be constructed on time and meet its schedule obligations for funding.

## CLIENT REFERENCE:

Laura Munaf  
Governor's Office of Storm Recovery  
518.486.5022

## KEY PROJECT ELEMENTS:

- Multi-use Greenway Design
- ADA Compliant Walkways
- Wayfinding Signage
- Historical/Educational Signage
- Landscape Architecture
- Pedestrian Crossings
- Bioretention Areas
- Pollinator Gardens
- Picnic Areas
- Park Entrances & Gateways
- Traffic Calming Design
- Greenstreet Design
- Solar Street Lighting
- Mobile Mapping
- Permitting
- Cost Estimates



# MJ ADVANTAGE

## CUTTING-EDGE TRAIL MAPPING & DESIGN WITH MJ4D

### Innovative Trail Mapping

MJ employs state-of-the-art mobile mapping technology to capture high-precision data across all types of terrain, including dense forested areas, remote backcountry, and rugged landscapes. Our team utilizes a multi-modal approach, collecting geospatial data via vehicle-mounted, foot-based, and ATV-equipped LiDAR and GPS units. This adaptability ensures that every segment of the trail is accurately surveyed, even in areas inaccessible by traditional means. For the Greenway Master Plan, this approach is critical in assessing topography, existing conditions, and potential design challenges.

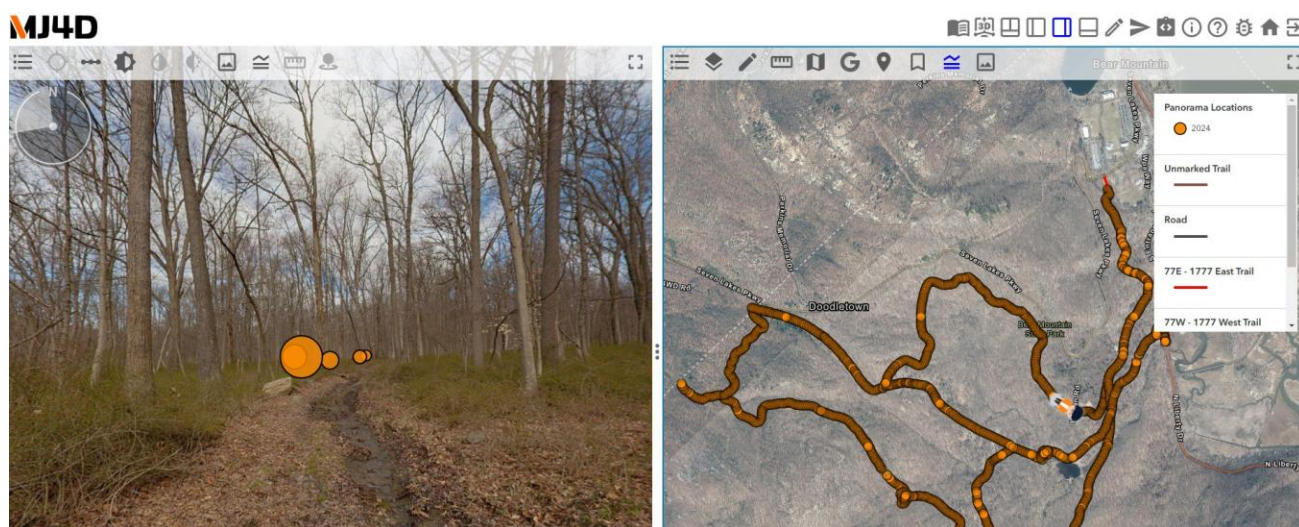
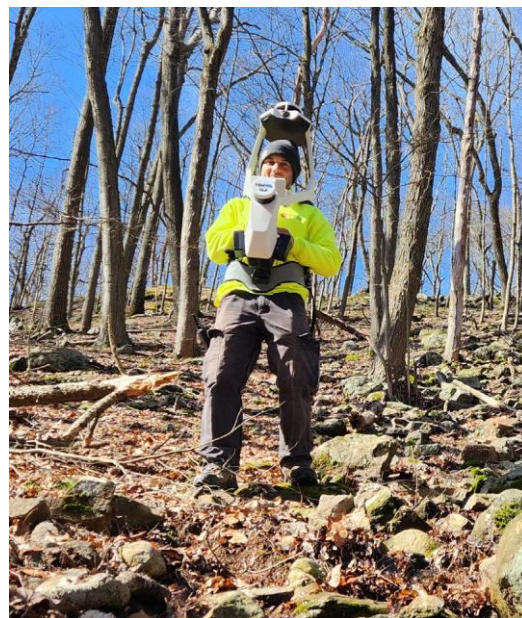
### From Field Data to Interactive Design

Once collected, trail data is integrated into MJ4D, MJ's proprietary digital twin software. This cutting-edge platform transforms raw geospatial data into a fully interactive 3D environment, enabling engineers, planners, and stakeholders to visualize existing conditions and explore design alternatives in real time.

Unlike traditional 2D mapping, MJ4D offers dynamic tools for terrain analysis, grading feasibility, and impact assessments, ultimately improving design efficiency and reducing costly field modifications.

### Proven Success: Bear Mountain Trails

A prime example of MJ4D's effectiveness is our ongoing work on the Bear Mountain Trails. By leveraging MJ4D, we have streamlined the trail planning process, allowing stakeholders to explore different alignments, assess drainage concerns, and optimize safety improvements before breaking ground. This same technology will be deployed for the Greenway Master Plan, ensuring data-driven decision-making, enhanced collaboration, and a seamless transition from concept to construction.



### III. STATEMENT OF AVAILABILITY

"The Town is very pleased with MJ's performance on our multi-use trail projects. The staff at MJ pays special attention to meeting the project schedule. They have the ability to quickly adapt to changes in schedule and scope. First rate service. High marks across the board."



**Town of Clifton Park**  
Crescent Road & Moe Road Multi-Use Trail  
John Scavo, Director of Planning



# STATEMENT OF AVAILABILITY

MJ confirms that all key personnel identified in this proposal are available to commence work immediately upon award and are committed to supporting the Town of Lansing throughout the duration of the Greenway Master Plan. Our project manager, Josiah Simpson, PLA, along with our core team of planners, engineers, and landscape architects, have dedicated capacity in their schedules to meet the project milestones outlined in the RFP. MJ maintains a flexible and responsive project management structure, ensuring consistent staff availability, timely deliverables, and proactive coordination with the Town and stakeholders from project initiation through plan adoption.

## IV. REFERENCES

"MJ Engineering was instrumental to the successful completion of both projects. Their familiarity with the steps required by New York State DOT and the Federal Highway Administration took much of the burden off of local staff. Their design process was thorough but flexible enough to accommodate many issues. They listened to the requests of the Town staff and the public, evaluated alternatives, and found a way to make things work. Their design engineers were professional, respectful and responsive to the Town."







## REFERENCES

1

### **TOWNWIDE PARKS, RECREATION & TRAILS MASTER PLAN**

Town of Lansing

Contact: Pat Tyrell, Recreation Director

Phone: 607.533.7388

2

### **COUNTYWIDE PARKS, RECREATION & TRAILS MASTER PLAN**

Dutchess County

Contact: David Whalen, DPW Commissioner

Phone: 845.486.2059

3

### **MOHAWK-HUDSON BIKE TRAIL CONNECTIONS**

Town of Niskayuna

Contact: Laura Robertson, AICP, Town Planner

Phone: 518.386.4530



## V. FEE

"MJ went far above and beyond the norm in dealing with the client, and preparing and executing the master plan and overall design for the fairgrounds. We wouldn't be where we are without their effort!"



# FEE

## FEE PROPOSAL

### Town Greenway Master Planning Town of Lansing, NY

Fee indicated is inclusive of all expenses

Scope of Work	Task Total
Task 1 - Program Verification	\$2,260
Task 2 - Public Workshops & Engagement	\$16,840
Task 3 - Town Committee Meetings	\$3,816
Task 4 - Trail Routing & Design	\$12,252
Task 5 - Draft Comprehensive Trails Plan	\$14,340
<b>Total Fee</b>	<b>\$49,508</b>

#### ASSUMPTIONS:

- MJ will schedule and participate in a virtual project kickoff meeting to confirm the project's intent and submission milestones.
- MJ will complete laser scanning of the project area using MJ's MJ4D scanning technology. Scanning is limited to two separate trips and includes roadway scanning (30 miles) and select walking trail scans (3 miles) not to exceed 33 miles in total length.
- MJ will initiate private landowner coordination for obtaining right-of-way to obtain letters of support. Landowner coordination will be limited to those parcels directly aligned to identified major trails. Tertiary or potential spur-connectors are not included.
- Landowner coordination is limited to preparing a form letter with parcel specific information for placement on Town letter head and to distributed by the Town. The Town will be responsible for all subsequent landowner consultation.
- MJ will develop high-level concept routes that are suitable for comprehensive planning. Detailed design is not required.
- Typical cross section diagrams for each proposed trail type will be provided. These will not be construction details. The diagrams will be suitable for planning and ROM cost estimating only.



- Fee includes attendance at a total of 1 in-person public engagement meeting. All other meetings will be attended virtually.
- MJ will review the Comprehensive Trails Plan outline and presumed table of contents with the town during the scoping meeting. Additional sections or chapters will be billed hourly as additional services.

**EXCLUSIONS:**

- Topographic, planimetric, utility, or boundary survey.
- Hazardous materials survey.
- Design development or construction documents.
- Easement maps or descriptions.
- Wetland delineations.
- NYSDOT coordination.
- Archaeological studies.
- Habitat assessments for rare or endangered plants or animals.
- Environmental permitting for impacts to wetlands or incidental taking of endangered species.
- SEQR review services.
- Bidding or construction phase support.
- Stormwater Pollution Prevention Plan.
- 3-d Visualizations
- Viewshed Analysis
- Traffic Study



# CONTACT

21 Corporate Drive  
Clifton Park, New York 12065  
[mjteam.com](http://mjteam.com)  
[mpanichelli@mjteam.com](mailto:mpanichelli@mjteam.com)

**RESOLUTION AUTHORIZING THE TOWN OF LANSING SUPERVISOR TO EXECUTE THE CONTRACT WITH MJ ENGINEERING, ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND LAND SURVEYING, P.C. (MJ ENGINEERING) FOR THE LANSING GREENWAY MASTER PLAN**

**RESOLUTION 25-**

**RESOLUTION AUTHORIZING THE TOWN OF LANSING SUPERVISOR TO EXECUTE THE CONTRACT WITH MJ ENGINEERING, ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND LAND SURVEYING, P.C. (MJ ENGINEERING) FOR THE LANSING GREENWAY MASTER PLAN**

The following Resolution was duly presented for consideration by the Town Board:

**WHEREAS**, the Town Board of the Town of Lansing accepted a grant of \$50,000 over two years from the Park Foundation for a Comprehensive Trails Plan at the Town Board Meeting on September 18, 2024, by Motion 24-22; and

**WHEREAS**, the Town Board of the Town of Lansing accepted the proposal (dated April 11, 2025) of MJ Engineering, for the Town Greenway Master Plan, as submitted and authorized the Town Supervisor to request a contract with MJ Engineering for said services, subject to the terms and conditions outlined in the proposal and as approved by the Town Attorney at the Town Board Meeting on May 21, 2025, Resolution 25-67; and

**WHEREAS**, upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

**RESOLVED**, to accept the contract from MJ Engineering, for the sum of \$50,000; and be it further

**RESOLVED**, that the Town will pay for the contract utilizing funds received by grant award #24-592 of \$50,000 over two years, to the Town by the Park Foundation and said grant was accepted by the Town Board on September 18, 2024, by Motion M24-22; and be it furthermore

**RESOLVED**, that the Town Supervisor is hereby authorized to execute the contract with MJ Engineering for said services, subject to the terms and conditions outlined in the proposal and as approved by the Town Attorney.





# Town of Lansing **TOWN CENTER GREENWAY**



# TABLE OF CONTENTS

<b>I. PROPOSAL.....</b>	<b>3</b>
» PROJECT AREA DIAGRAMS.....	
<b>II. CONSULTANT INFORMATION.....</b>	<b>10</b>
» FIRM INFORMATION .....	
» ORGANIZATION CHART .....	
» RESUMES .....	
<b>III. STATEMENT OF QUALIFICATIONS.....</b>	<b>17</b>
» EXPERIENCE .....	
<b>IV. STATEMENT OF AVAILABILITY .....</b>	<b>22</b>
<b>V. REFERENCES .....</b>	<b>24</b>



## SENT VIA EMAIL ONLY

May 15, 2025

Mr. Patrick Tyrrell  
 Director of Lansing Parks and Recreation / Greenway Committee Member  
 Town of Lansing  
 29 Auburn Road  
 Lansing, NY 14882  
 Email: ptyrrell@lansingtown.com

Re: Town Center Greenway Phase 1 Feasibility Study  
 Town Center Greenway  
 Lansing, NY  
**MJ Proposal No. 2025149 for Town Center Greenway Feasibility Study**

Dear Mr. Tyrrell:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is pleased to provide the Town of Lansing (Town) this proposal for professional services associated with the Town Center Greenway Phase 1 Feasibility Study (Project). The Project is a feasibility study that schematically designs and provides a cost estimate for the alignment of four missing sections along the approximately 3.35-mile Phase 1 portion of the greenway. The Town has established much of the Phase 1 link between the Lansing Community Library and the town's "Barn Fields" (tax parcel 30-1-16.12); however, two privately owned parcels remain as gaps: **1)** tax parcel 31-1-15.21 (across Rt. 34 from the "Barn Fields" and **2)** tax parcel 31-1-16.6 the Salt Point Brewery. The third section **3)** is the perimeter path around the publicly owned "Town Fields" (37.1-2-9 and 37.1-2-8.2), which has been conceptually established in the Trails Master Plan (11/3/2023) but still needs to be designed and constructed. The fourth section **4)** is approximately 2.1 miles long and extends from the Salt Point Brewing parcel to the Lansing Central School District Campus. This greenway section crosses a significant number of parcels and land types, but it is a desirable first phase connection because it would connect the campus with the Town Center. These four sections are the remaining segments needed to complete a continuous Phase 1 greenway. MJ's project understanding and associated Scope of Services are included below.

## PROJECT UNDERSTANDING

Based upon information provided by the Town, MJ understands the following:

- The main objective for the Town is to obtain a cost estimate package that considers both the soft costs and hard costs for building the four missing sections of the greenway's Phase 1. The Town will use the cost estimate package for fundraising and future grant applications.
- The four missing sections of the greenway's Phase 1 will be broken into separate cost estimates.
- The cost estimates will be based on a schematic level of design, meaning a base map suitable for schematic design will be prepared using publicly available geospatial data (LiDAR topography and NYS tax parcels).





- The schematic design will represent the greenway's general path alignment (based on the Trails Master Plan 11/3/2023), gross approximation of required removals, path surfacing material(s), fencing, conceptual grading and drainage infrastructure, and identifies necessary traffic markings and signage.
- The schematic design will include four separate plans, one for each greenway section under consideration. Each plan will be prepared using AutoCAD, drawn to scale, each alignment length will be calculated, and call outs for key materials will be provided.
- The Town will provide all background documentation germane to the Feasibility Study to MJ electronically to assist with the development of the work.
- The Town's Greenway Committee will be the public body MJ communicates with.

Based upon the above understanding, MJ offers the following Scope of Services for your consideration.

## **SCOPE OF SERVICES**

---

### **Task 01: Program Verification**

MJ will meet remotely with members of the Lansing Greenway Committee (Committee) to review and discuss relevant project information that will inform the Feasibility Study. The meeting will also verify the project scope, project exclusions, project modifications (if any) and the draft project schedule. If modifications to the scope occur, MJ will prepare a scope modification memorandum that indicates additional services and fees. A final project schedule will be provided to the Committee.

#### **Deliverables:**

- Program verification meeting
- Scope modification memorandum
- Project schedule

### **Task 02: Schematic Base Map**

MJ will prepare a base map for use in schematic site planning for the areas depicted in Figure 1 "Project Area Diagram" and Figure 2 "Section 4 Diagram", using publicly available geospatial data (GIS data). The tasks to be completed include:

1. Retrieve and process geospatial data and aggregate data with AutoCAD Civil 3D to create a base map suitable for schematic design.
  - 1.1. Recent LiDAR data for topographic contouring. Contour intervals on each plan will be set to the appropriate scale, but the LiDAR resolution will be suitable for one-foot intervals.
  - 1.2. Most recent tax parcel data available. Parcel lines will provide a general location for property lines.
  - 1.3. Additional data sets may be integrated, such as, orthoimagery, soils, roads, and waterways, to provide as much information practicable for the base map.



- 1.4. Data sets will be aggregated and processed with AutoCAD Civil 3D. Orthoimagery will be used to provide general locations of visible features, such as, roadway edge, buildings, driveways, fences, tree lines, etc.

**Deliverable:**

- Schematic base map suitable for schematic planning and design.

**Task 03: Schematic Design Phase**

MJ will complete the following tasks as part of the Schematic Design Phase for the missing sections of the greenway's Phase 1:

1. Diagram each greenway's alignment and program priorities for the three greenway sections as an initial schematic plan. All work will be prepared with AutoCAD and major features will be labeled.
2. Meet remotely to review the First Draft Schematic Design with the Greenway Committee. MJ will document comments provided during the meeting. The Committee will also provide formal comments separate from the First Draft Meeting.
3. One round of revisions. Revise the initial schematic plan following receipt of the Committees' comments and prepare a final Schematic Plan for each greenway section.
4. Prepare cost estimates for the four greenway sections. MJ will calculate the probable cost for each feature based upon square foot values obtained from recent and proportional construction projects in the Finger Lakes Region of New York. The estimate will be organized using the CSI MasterFormat.
5. MJ will prepare a remote formal presentation describing the findings of the Schematic Design Phase which will include a description of the greenway segments, opportunities and potential obstacles, and probable cost for each greenway section. MJ will field questions.
6. The schematic designs, cost estimates, written narratives, and findings will be compiled into a Feasibility Study report that are compiled into one PDF file.

**Deliverables:**

- First draft Schematic Design
- Review meeting
- Revised/Final Schematic Design
- Cost estimate for each greenway section
- Formal Presentation
- Feasibility Study Report package

**ASSUMPTIONS**

---

The following assumptions were made in the development of this proposal:

1. The Greenway Committee has established contact with the private properties that are part of this feasibility study and are working towards obtaining owner's buy-in.





2. Community outreach is the responsibility of the Town and Greenway Committee.
3. Background information will be provided by the town.
4. No field assessment of the project areas will be required.
5. Materials selection for greenway sections (E.G. path surfacing and fencing) will be finalized during the schematic design revision period.

### **TASKS NOT INCLUDED IN THIS PROPOSAL**

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The following efforts are excluded from this scope of services:

1. Verification of existing rights and easements. Property research is not part of this scope of services.
2. Detailed design, construction documents, nor construction details will be prepared.
3. Environmental screening or permitting.
4. Compliance with the State Environmental Quality Review Act (SEQRA).
5. Traffic study.
6. Survey or survey mapping.
7. Site visit or site reconnaissance.
8. Engineering design.
9. Archeological screening or compliance.
10. Stormwater Pollution Prevention Plan (SWPPP)
11. Illustrative plans or 3-dimensional modeling or photo-realistic perspective renderings.

### **SCHEDULE**

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Upon notice to proceed, MJ is prepared to develop a mutually agreeable project schedule that meets critical milestones and begin the project.

### **FEE**

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MJ proposes to complete the above-listed services for the **lump sum fee of \$9,500**.  
The fees listed above are valid for 60-days from the date of this proposal.



## SUMMARY

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Thank you for the opportunity to provide a proposal for this project. If the above scope of work is acceptable, please notify MJ and we will provide you with a formal contract for review and execution. We look forward to the opportunity to continue to work with you on this project. Please do not hesitate to contact Josiah Simpson at 518-371-0799 ext. 419 or via email at [jsimpson@mjteam.com](mailto:jsimpson@mjteam.com) if you have questions or require additional information.

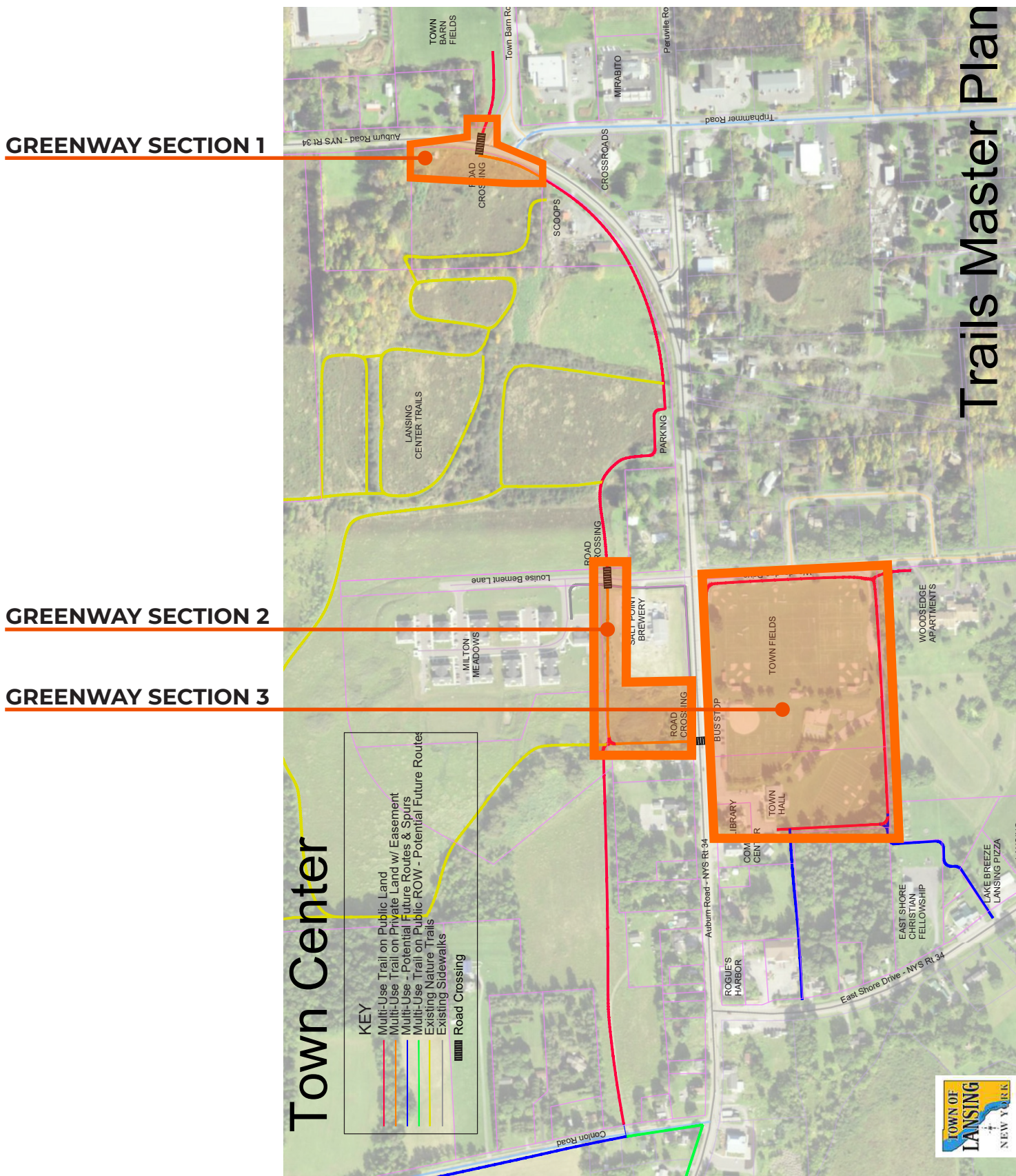
Sincerely,

A blue ink handwritten signature, appearing to read 'Michael D. Panichelli', with a stylized flourish at the end.

Michael D. Panichelli, P.E.  
President

Cc: Josiah Simpson, P.L.A.

# PROJECT AREA DIAGRAM (FIGURE 1)



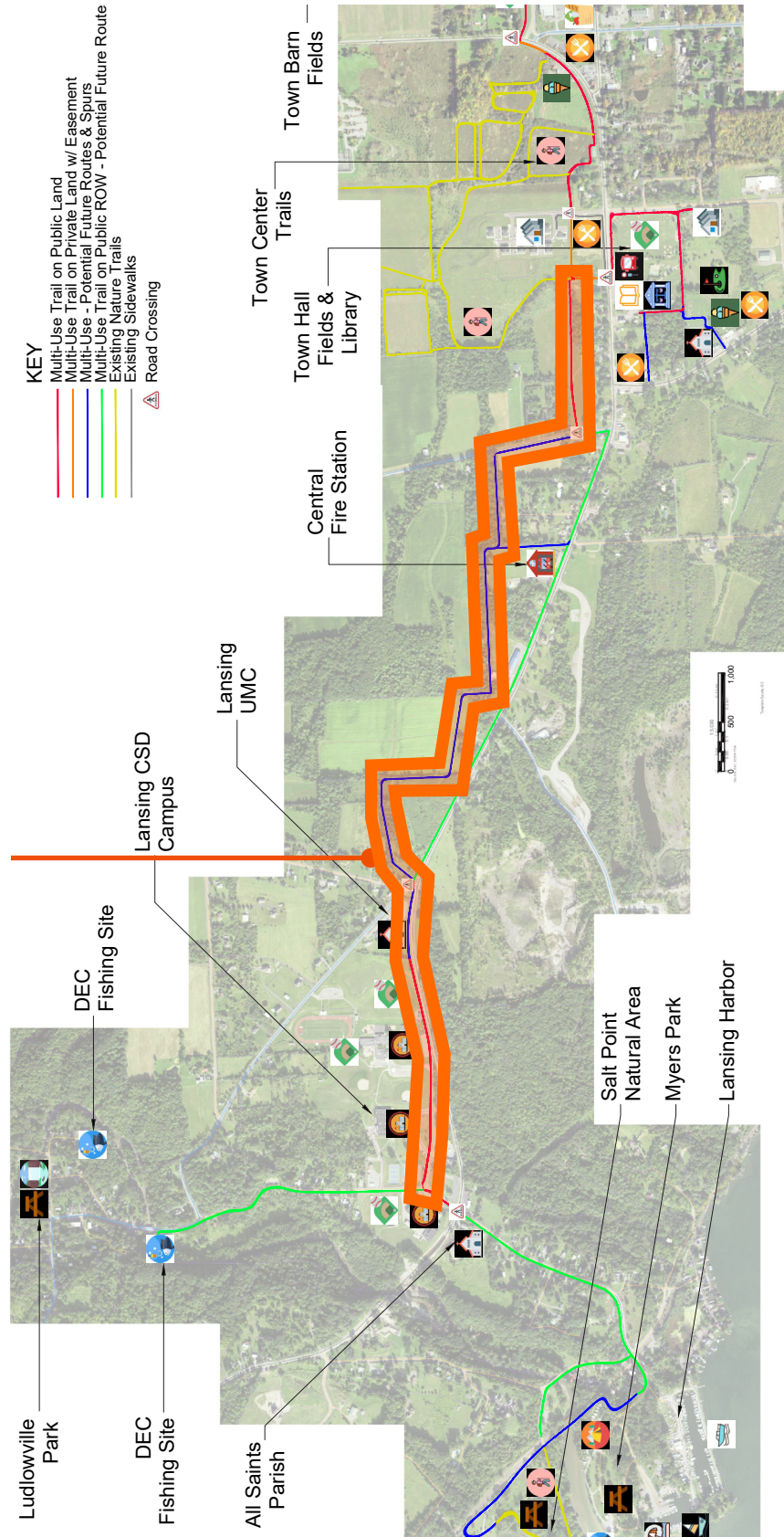
(FIGURE 1)



# SECTION 4 DIAGRAM (FIGURE 2)

## GREENWAY SECTION 4

### Myers - Schools - Town Center

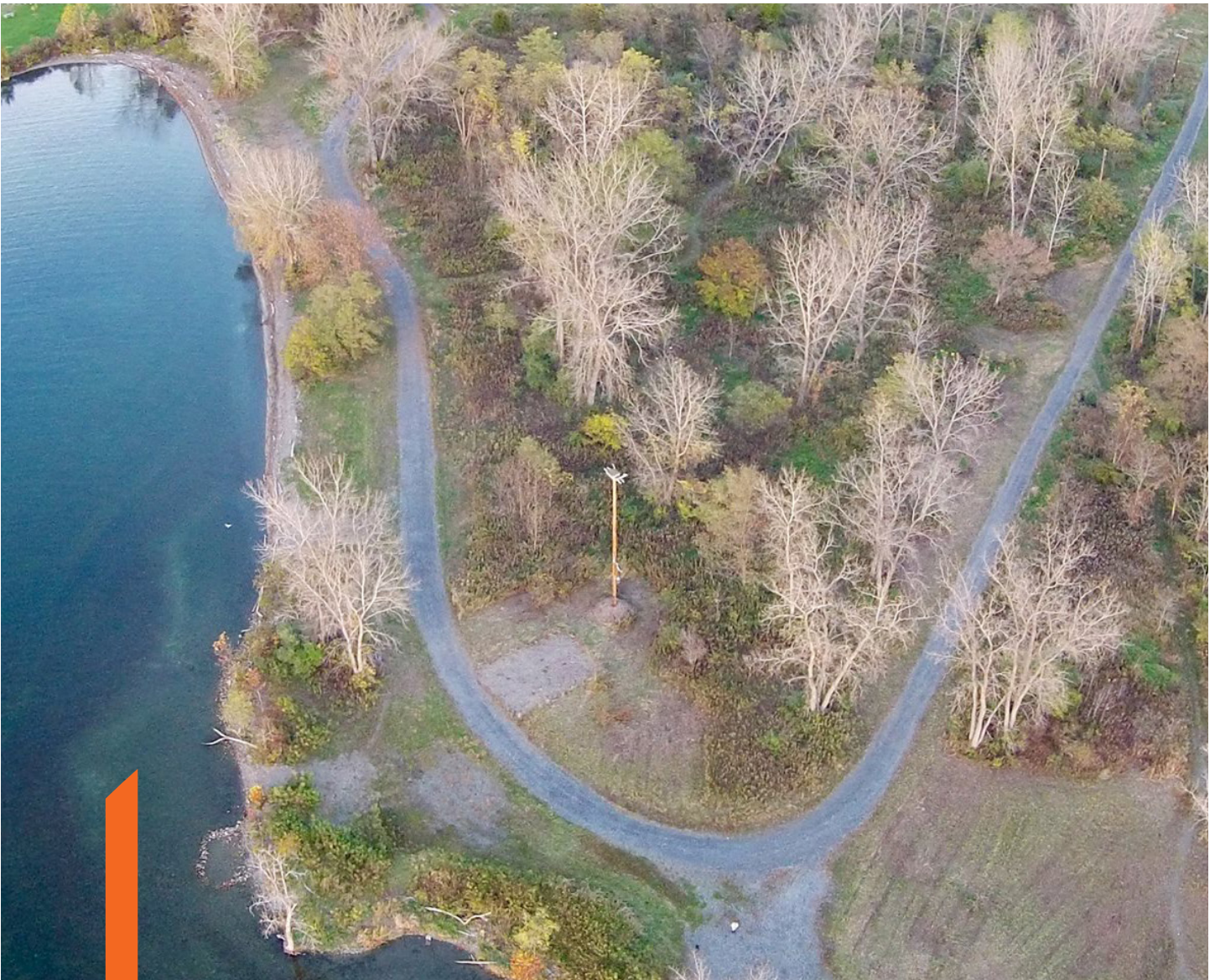


(FIGURE 2)



## II. CONSULTANT INFORMATION

“MJ has the ability to keep people on point and adapt to change. We feel they put much more effort into their proposals and deliverables than other firms. They are very well thought out and illustrated. We are very satisfied with everything MJ has done for us and look forward to continuing our partnership”



**Town of Lansing**  
Town Center Greenway (Phase 1) Feasibility Study  
Patrick Tyrrell, Parks & Recreation Supervisor



# FIRM INFORMATION

## PRIME CONSULTANT:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.  
21 Corporate Drive, Clifton Park, NY 12065  
518.371.0799  
mjteam.com

## CONTACT:

Michael Panichelli, PE, President  
518.371.0799  
mpanichelli@mjteam.com

## PARTNERS:

Michael Panichelli, PE, President  
Christopher Dooley, PE  
Joel Bianchi, PE  
Brian Cooper, PE

# HELPING COMMUNITIES and EACH OTHER THRIVE



# ORGANIZATION CHART



PROJECT MANAGER - JOSIAH SIMPSON, PLA

- ✓ Served as Landscape Architect for the Town of Lansing’s 2022 Parks, Recreation, and Trails Master Plan, providing a deep understanding of the Town's priorities, opportunities, and community values.
- ✓ Experienced in aligning community goals with realistic implementation strategies, including phased development and funding alignment.
- ✓ Deep knowledge of multi-use trail planning, zoning, and policy frameworks to support greenway development.

**CONTACT INFO:** P: 518.371.0799, E: jsimpson@mjteam.com

Landscape Architecture	Site/Civil Engineering
Carolyn Copenhaver	Jenny Lippmann, PE Traci Sousa, PE



# JOSIAH SIMPSON, PLA

## Project Manager

**Josiah contributed to the Town of Lansing's 2022 Parks, Recreation, and Trails Master Plan, developing conceptual layouts that prioritized connectivity, environmental sensitivity, and long-term usability across diverse recreational settings.**

Josiah is a landscape architect with a passion for enhancing and rehabilitating ecological systems and improving the human experience of those landscapes. His design approach involves a process of understanding the story of a place, unpacking a landscape's social, economic, and environmental layers from the past and present to identify opportunities for realizing a meaningful and creative project vision. He draws from a rich background involving public engagement workshops, community design charrettes, trail design, green infrastructure, restoration of stream banks and wetlands, and landscape construction management in both rural and urban settings over the last 15 years. Josiah has experience drafting plans ranging from conceptual design to construction documents, 3D modeling and graphic rendering, filing permits, and site assessment through advanced digital mapping and analysis tools and fieldwork. He provides expertise on design workshops and charrette management by organizing activities, facilitating discussions, leading small groups, and analyzing participant data.

### Project Experience:

**Parks, Recreation, and Trails Master Plan, Town of Lansing, NY.** Landscape architect for the development of a community-supported plan that provides guidance for future development and redevelopment of the Town's parks, recreation programming, trails, and facilities. Josiah prepared master plan level designs for four parks and one preserve that balance safe water access, restoration areas, various types of recreation for different seasons, bathroom and parking infrastructure, and a large event space. The design process was guided by close coordination with the Town and outreach and research efforts that revealed expansion opportunities through a needs assessment of forecasted demographic change and public demand. The team was also responsible for conducting existing conditions analysis and assisting with the development of the plan. This included seeking opportunities to incorporate energy efficiency and other sustainability strategies into the Town's facilities.

**Dutchess County Parks and Recreation Master Plan, Dutchess County, NY.** Landscape architect for the development of this master planning effort. The team examined existing facilities and future opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail within the County. Josiah prepared master plan level design work for these recreation areas that proposed new water access points, improved pedestrian circulation and safety, and creative programming and recreational opportunities. These plans were essential for the master plan by recommending immediate and long-term goals with a specific emphasis on creating

### EDUCATION

MLA, Landscape Architecture,  
University of Massachusetts,  
Amherst

MALD, Landscape Design,  
Conway School of Landscape  
Design

BA, Sociology, Lewis and Clark  
College

### PROFESSIONAL REGISTRATION

Professional Licensed Architect:  
New York

### CERTIFICATIONS

Certificate, Charrette Systems  
Management, National  
Charrette Institute

### AWARDS

Olmsted Scholar (2019)

### YEARS OF EXPERIENCE

Total: 15

With MJ: 3



# JOSIAH SIMPSON, PLA

## Project Manager

universal access at all facilities, buildings, playgrounds, and trails. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system including the Dutchess County Rail Trail and the Harlem Valley Rail Trail.

**Lake Walton Preserve Parks and Recreation Master Plan, Dutchess County, NY.** Landscape architect for the development of a master plan and strategic direction for the 231-acre Lake Walton Preserve. This effort was built off the original Dutchess County Parks and Recreation Master Plan to create a road map with an appropriate balance of facilities, amenities, and programs throughout the County now and into the future. Public engagement included several activities and outreach methods designed to inform the public and gather input to guide the effort. They included an online survey, virtual public outreach events streamed through Zoom and Facebook, and digital outreach. The team worked with Dutchess County DPW to develop the master planning document, facilitate core team meetings, and coordinate public engagement efforts. Josiah conducted a site assessment followed by a comprehensive master plan design that revealed a range of opportunities for enhanced bird observation, ecological education, water quality improvements, access points, and locations for overlooks and pavilions.

**Lake Walton Preserve Improvements Dutchess County, NY.** Following the master planning effort, Josiah served as the project's landscape architect for the implementation of 1.1 miles of nature trails designed to be an engineered surface that is ADA accessible, yet natural in appearance to fit seamlessly in the preserve setting. The park improvements were designed to be universally accessible. Josiah was responsible for designing universally accessible navigation signs, wayfinding signage, and educational programming features for the nature trail's access points, parking areas, interpretive materials, branding graphics, and safety upgrades. MJ also designed two pedestrian bridges and a boardwalk for pedestrian enhancements. The aesthetics of each project element was contemplated extensively so that all improvements fit into the natural environment appropriately. This is the largest improvement project in the County's park system in decades.

**Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY.** Project manager for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building is also being designed within Coeymans Landing Riverfront Park.

**Wilcox Memorial Park Improvements, Dutchess County, NY.** Landscape architect for upgrades to this 614-acre park that offers a beautiful landscape backdrop with numerous opportunities for both passive and active recreation. The park offers swimming, camping, disc golf, and much more. Wilcox Park is the largest park in the County's Park systems and serves as the hub for the northern part of the County. The park also offers over 11 miles of well-maintained hiking trails that wind through the woods. To improve features at the park, Josiah provided design for a new universally accessible woodland-themed splash pad with adjacent music/sensory playground. As part of the project, Josiah is also responsible for landscaping and the design of pathways to improve pedestrian circulation around the park.

**Kaaterskill Rail Trail Phase 3, Hunter, NY.** Project manager and lead designer for preparing concept to construction document rail trail plans. The Kaaterskill Rail Trail will link Hunter's villages, open spaces, and hiking trails along one contiguous railway. Phase 3 was a challenging section of the trail due to private property, steep grade, the need to cross highway 23A, and a Kaaterskill creek crossing. The work preparing a conceptual trail alignment helped secure public access easements and prepare a preliminary cost estimate. DOT permitting was required for work within the right-of-way and a DEC permit for the creek crossing. Final construction documents specify a paved concrete trail, way-finding signs, road safety signs, two cross walks, retaining walls, and native plant landscaping.



# JENNY LIPPMANN, PE

## Senior Site/Civil Engineer

**Jenny served as the project manager for the Myers Park Improvements design in the Town of Lansing and brings a deep understanding of the Town's vision, site conditions, and long-term goals for its parks and trail system.**

Jenny has 22 years of experience working with municipal governments on transforming their parks, public spaces, and trails with the goal of strengthening environmental, social, and economic aspects of their communities. She specializes in waterfront development projects and understands how to skillfully navigate the complex regulations and permitting process required to properly control cost and schedule.

### Project Experience:

**Myers Park Improvements, Town of Lansing, NY.** Project manager for enhancements to Myers Park, which included modifications to pedestrian and vehicular circulation to limit the abundance of existing pavement and redundant vehicle access, and by placing an emphasis on people over vehicles. The project provided an opportunity to re-think and re-orient the physical programming, thereby activating the space and providing improved accessibility to enable users of all abilities to enjoy the park. MJ's scope of work included new RV camp sites, RV bathroom building with showers and wastewater treatment system, park bathrooms and on-site wastewater treatment system, kayak launch and storage building, camp sites, and improved circulation, access, and parking configuration.

**Dutchess County Parks and Recreation Master Plan, Dutchess County, NY.** Senior site/civil engineer for the development of this master planning effort. The team examined existing facilities and future opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail within the County. Josiah prepared master plan level design work for these recreation areas that proposed new water access points, improved pedestrian circulation and safety, and creative programming and recreational opportunities. These plans were essential for the master plan by recommending immediate and long-term goals with a specific emphasis on creating universal access at all facilities, buildings, playgrounds, and trails. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system including the Dutchess County Rail Trail and the Harlem Valley Rail Trail.

**Lake Walton Preserve Parks and Recreation Master Plan, Dutchess County, NY.** Project manager for the development of a master plan and strategic direction for the 231-acre Lake Walton Preserve. This effort was built off the original Dutchess County Parks and Recreation Master Plan to create a road map with an appropriate balance of facilities, amenities, and programs throughout the County now and into

### EDUCATION

BS, Civil Engineering, Union College, Schenectady, NY

BA, Union College, Schenectady, NY

### PROFESSIONAL REGISTRATION

Professional Licensed Architect: New York

### ORGANIZATIONS

American Society of Civil Engineers (ASCE)

### YEARS OF EXPERIENCE

Total :22

With MJ: 11

# JENNY LIPPMANN, PE

## Senior Site/Civil Engineer

the future. Public engagement included several activities and outreach methods designed to inform the public and gather input to guide the effort. They included an online survey, virtual public outreach events streamed through Zoom and Facebook, and digital outreach. The team worked with Dutchess County DPW to develop the master planning document, facilitate core team meetings, and coordinate public engagement efforts. Josiah conducted a site assessment followed by a comprehensive master plan design that revealed a range of opportunities for enhanced bird observation, ecological education, water quality improvements, access points, and locations for overlooks and pavilions.

**Lake Walton Preserve Improvements Dutchess County, NY.** Following the master planning effort, Jenny served as project manager for the implementation of 1.1 miles of nature trails designed to be an engineered surface that is ADA accessible, yet natural in appearance to fit seamlessly in the preserve setting. The park improvements were designed to be universally accessible. Josiah was responsible for designing universally accessible navigation signs, wayfinding signage, and educational programming features for the nature trail's access points, parking areas, interpretive materials, branding graphics, and safety upgrades. MJ also designed two pedestrian bridges and a boardwalk for pedestrian enhancements. The aesthetics of each project element was contemplated extensively so that all improvements fit into the natural environment appropriately. This is the largest improvement project in the County's park system in decades.

**Hudson River Waterfront Park Local Waterfront Revitalization Plan (LWRP) Implementation, City of Cohoes, NY.** Working with DOS through LWRP grant funding, Jenny was the project manager overseeing all survey, site development, environmental engineering and landscape architecture services for waterfront development which includes a public boat dock, kayak launch, greenspace, shoreline stabilization, parking and a pathway connection to the Black Bridget Trail. This project furthered initiatives included in the City's Urban Waterfront Rediscovery Plan. The waterfront serves as one of the City's great aesthetic and natural assets and acts as an integral link within a considerable regional trail and water network. The floating dock has a galvanized steel frame and wood deck. It includes ADA compliant features, kayak launch, and space for eight mid-sized boats.

**Mohawk Harbor Dockage Design and Multi-Use Path, City of Schenectady, NY.** Project manager for survey, geotechnical investigations, environmental permitting and design for a new large-vessel dock and gateway plaza for the City of Schenectady, funded by the New York State Department of State (NYSDOS) Local Waterfront Revitalization Program (LWRP). The project includes the installation of approximately 400 linear feet of floating dock with water, sewer, and electrical service connections. The gateway landing design is intended to provide a welcoming first-impression for visitors to the City of Schenectady and Mohawk Harbor, and includes hardscape, site lighting, wayfinding, and landscape design. The project includes coordination with multiple stakeholders, as well as grant administration assistance.

**Wilcox Memorial Park Improvements, Dutchess County, NY.** Project manager for upgrades to this 614-acre park that offers a beautiful landscape backdrop with numerous opportunities for both passive and active recreation. Wilcox Park is the largest park in the County's Park systems and serves as the hub for the northern part of the County. The park also offers over 11 miles of well-maintained hiking trails that wind through the woods. To improve features at the park, Jenny is leading the design of a universally accessible woodland-themed splash pad with an adjacent music/sensory playground.

**Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY.** Senior site/civil engineer for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building is also being designed within Coeymans Landing Riverfront Park.



### III. STATEMENT OF QUALIFICATIONS

“I want to say a sincere thank you for your work on the initial phase of this project and the master planning effort. You were a pleasure to work with and we are happy with the end product!”



**Dutchess County**

Lake Walton Preserve Master Plan

David Whalen, Dutchess County Commissioner of Public Works



# FIRM OVERVIEW

**MJ** is passionate about planning and designing trails and greenways that enhance the communities we live in. We are a multi-disciplined planning, engineering and land surveying consulting firm with 45 years of experience. MJ employs 175 people and is a full-service firm specializing in trail design and recreational facilities, with emphasis on accessibility and community engagement. We view our designs as a way to enhance the rich culture and history of a neighborhood. Designing landscape elements is more than a visual choice, every material presents an opportunity to integrate local essence and history.

MJ has been designing trails for decades. As a full-service firm, we have the expertise to assist clients in evaluating reality-based design options that meet community needs, while satisfying local, state, and federal design requirements. Our team understands that communities are most successful when there is balance between residential and economic growth and quality of life elements such as trails to support healthy and active lifestyles and provide vital community connections.

Every trail we design is unique and considers the surrounding environment and end users. It must include opportunities for accessibility and connectivity in practical ways by providing realistic solutions that a community wants, needs, can afford, and can maintain. We develop designs that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, and accessible and functional accommodation.

Along with trail planning and design, MJ is incredibly well versed in the community engagement process. Over the years, we have created several unique outreach opportunities to ensure all community members can be reached and included. Our goal is to make sure everyone's voice is heard and public feedback is incorporated into the planning process. In addition to developing project-specific public engagement strategies, our staff has extensive experience facilitating and leading community engagement processes that often include public workshops, design charrettes and focus group meetings. MJ's key personnel are experienced in conveying complex issues and highly technical data to the public in an easily understandable manner. These services ensure that decisions are made in consideration of and to benefit public needs and preferences.

## MJ'S RECENT TRAIL EXPERIENCE INCLUDES:

- Park, Recreation & Trail Master Plan, Lansing
- Park, Recreation & Trail Master Plan, Dutchess County
- Lake Walton Preserve Trail, Dutchess County
- LaChute River Trail Feasibility Study, Essex County
- LaChute River Trail Design, Essex County
- Saranac River Trail Feasibility Study, Clinton County
- Mill River Greenway Trail, Nassau County
- Troy-Menands Multi-Use Trail, Troy and Menands
- Lake Champlain Canal Trail, Fort Ann to Kingsbury
- Erie Canalway Trail, Frankfort to Ilion
- Erie Canalway Trail, Fort Herkimer to Lock E-18
- Erie Canal Towpath Trail Link, Halfmoon
- Flower Hill Multi-Use Path, Town of Niskayuna
- Soccer Field Multi-Use Path, Town of Niskayuna
- Multi-Use Rail Trail, Lake Placid to Tupper Lake
- Crescent Road Multi-Use Trail, Halfmoon/Clifton Park
- Moe Road Multi-Use Trail, Clifton Park
- Zim Smith Connection Trail, Saratoga County
- Washington Avenue Empire State Trail, Schenectady
- Helderberg-Hudson Rail Trail, Albany County
- Poughkeepsie Urban Trail, Dutchess County
- Susquehanna River Trail, Broome County
- Glenridge Road Multi-Use Trail, Glenville
- Harlem Valley Rail Trail, Columbia County
- Round Lake Preserve Boardwalk Trail, Malta
- Riverfront Park Revitalization and Connections, Troy
- Erie Canal National Heritage Trail, Cohoes
- Multi-Use Rail Trail, Poughkeepsie to Fishkill







# PARKS, RECREATION, & TRAILS MASTER PLAN

## LANSING, NEW YORK

MJ served as prime consultant for the development of a Parks Recreation, and Trails Master Plan for the Town of Lansing. The plan creates a roadmap to ensure an appropriate balance of facilities, amenities, and programs throughout the Town. The plan is also being used as a resource for development of the Town's parks, trails, and recreation system over the next five to twenty years.

The core approach to this project involved three main concepts: Re-Think; Re-Connect; Re-Focus. The MJ team helped the Town to rethink the physical space that exists and discover new programming opportunities. The Town also wants to reconnect physically within the parks, visually to the waterfront, and programmatically to the community. The goal was to assist the Town by providing increased opportunities for recreation and use of space while encouraging residents to be more active in taking advantage of those opportunities.

An extensive community engagement plan was integral to the success of this project, allowing our team to inform the public of the project details and gather input to guide the overall effort. Methods have included a design charrette exercise, an online survey, a dedicated project website, and a virtual public outreach event streamed online through Zoom.

### CLIENT REFERENCE:

Patrick Tyrell  
Parks & Recreation Supervisor  
607.533.7388

### KEY PROJECT ELEMENTS:

- Master Planning
- Public Engagement
- Mobile Mapping
- GIS
- Development of Interactive Webmap
- Recreation Planning
- Trail Planning
- Recreation Programming
- Park Design
- Existing Conditions
- Analysis ADA Report





Click the link to view the Master Plan:  
[Dutchess County Parks and Recreation Master Plan](#)

# COUNTYWIDE PARKS, RECREATION & TRAILS MASTER PLAN

DUTCHESS COUNTY, NY

MJ developed a countywide Parks and Recreation Master Plan, which acts as a roadmap to ensure an appropriate balance of facilities and amenities in the County. Prior to initiating the planning process, MJ performed mobile mapping to collect topographic survey data for six active parks and two trails in the County. Once data was collected, MJ's technicians developed a 3D web-based viewer for direct interaction with the scan data and photos from each scan.

The master plan included immediate and long-term plans with a specific emphasis on creating universal access at all facilities and trails. MJ evaluated six existing parks, two rail trails, and other open space sites and amenities to develop innovative strategies and recommendations to achieve the County's vision. The plan is intended to be used as a resource for future development and redevelopment of the County's parks, open space, and recreation system.

Public engagement was a critical component to the master planning process. Our robust engagement plan included three open houses at Bowdoin Park, Town of Milan Town Hall, and Quiet Cove Park, pop-up tables at the Harlem Valley Rail Trail, a Hudson Valley Renegades baseball game, and the Millerton Farmer's Market, stakeholder outreach, walk and talk at the Lake Walton Preserve, a community survey, various social media outreach, and several online information sessions through Facebook Live and Zoom.

Following the extensive planning effort, MJ led the design for upgrades at three facilities within the Dutchess County park system:

- Lake Walton Preserve Improvements
- Bowdoin Park Improvements
- Wilcox Memorial Park Improvements

## CLIENT REFERENCE:

David Whalen  
 Dutchess County DPW  
 845.486.2059

## KEY PROJECT ELEMENTS:

- Master Planning
- Recreation Planning
- Funding Opportunities
- Public Engagement
- Park & Trail Design
- Survey & Mapping
- GIS
- Development of Interactive Webmap
- Universally Accessible
- Parking Upgrades
- Circulation Upgrades
- Boardwalk & Pier Design
- Pedestrian Bridge Design
- Stormwater/Drainage
- Signage/Wayfinding



# LIVING WITH THE BAY - MILL RIVER GREENWAY

NASSAU COUNTY, NY

MJ led the Living with the Bay initiative to develop a multi-use, urban greenway to reconnect the surrounding communities in the Mill River watershed located in Nassau County. The goal was to improve public accessibility, which in turn would increase safety, ecological value, and recreational opportunities for the local communities.

The overall area along Mill River is ideal for biking, walking, and boating, but the existing pathways were discontinuous. The riverbanks had degraded as a result of lack of visibility and connectivity. Other existing issues in the Mill River area included dangerous road crossings for pedestrians/bicycles, lack of public access and continuous paths, reduction in the use of public parks and playgrounds, poor public access to waterways, and loss of natural resources.

MJ revitalized this recreational area through the design of a multi-use path to reconnect communities within the Mill River system. The project started near Hempstead High School and went through Hempstead Lake State Park, Smith Pond, Lister Park, and Bay Park. MJ's design included a multi-use path, wayfinding, educational signage, benches, landscaping, lighting, and other amenities. Pedestrian safety and accessibility were at the forefront of MJ's design and included traffic calming, improved pedestrian crossings, and ADA upgrades. Sustainability was woven in design and included innovative stormwater practices including bioretention areas and pollinator gardens.

The project was funded through GOSR. Bidding the greenway as one large contract wouldn't meet the funding schedule. Instead, MJ split the contract into six smaller pieces so it could be completed sooner. Coordinating six separate projects and contractors was certainly more complex, but allowed the greenway to be constructed on time and meet its schedule obligations for funding.

## CLIENT REFERENCE:

Laura Munaf  
Governor's Office of Storm Recovery  
518.486.5022

## KEY PROJECT ELEMENTS:

- Multi-use Greenway Design
- ADA Compliant Walkways
- Wayfinding Signage
- Historical/Educational Signage
- Landscape Architecture
- Pedestrian Crossings
- Bioretention Areas
- Pollinator Gardens
- Picnic Areas
- Park Entrances & Gateways
- Traffic Calming Design
- Greenstreet Design
- Solar Street Lighting
- Mobile Mapping
- Permitting
- Cost Estimates



## IV. STATEMENT OF AVAILABILITY

“The Town is very pleased with MJ’s performance on our multi-use trail projects. The staff at MJ pays special attention to meeting the project schedule. They have the ability to quickly adapt to changes in schedule and scope. First rate service. High marks across the board.”



**Town of Clifton Park**  
Crescent Road & Moe Road Multi-Use Trail  
John Scavo, Director of Planning

# STATEMENT OF AVAILABILITY

MJ confirms that all key personnel identified in this proposal are available to commence work immediately upon award and are committed to supporting the Town of Lansing throughout the duration of the Town Center Greenway Feasibility Study. Our project manager, Josiah Simpson, PLA, along with our core team of planners, engineers, and landscape architects, have dedicated capacity in their schedules to meet the project milestones outlined in the RFP. MJ maintains a flexible and responsive project management structure, ensuring consistent staff availability, timely deliverables, and proactive coordination with the Town and stakeholders from project initiation through plan adoption.



## V. REFERENCES

“MJ Engineering was instrumental to the successful completion of both projects. Their familiarity with the steps required by New York State DOT and the Federal Highway Administration took much of the burden off of local staff. Their design process was thorough but flexible enough to accommodate many issues. They listened to the requests of the Town staff and the public, evaluated alternatives, and found a way to make things work. Their design engineers were professional, respectful and responsive to the Town.”







## REFERENCES

1

### **TOWNWIDE PARKS, RECREATION & TRAILS MASTER PLAN**

Town of Lansing  
Contact: Pat Tyrell, Recreation Director  
Phone: 607.533.7388

2

### **COUNTYWIDE PARKS, RECREATION & TRAILS MASTER PLAN**

Dutchess County  
Contact: David Whalen, DPW Commissioner  
Phone: 845.486.2059

3

### **MOHAWK-HUDSON BIKE TRAIL CONNECTIONS**

Town of Niskayuna  
Contact: Laura Robertson, AICP, Town Planner  
Phone: 518.386.4530



# CONTACT

21 Corporate Drive  
Clifton Park, New York 12065  
[mjteam.com](http://mjteam.com)  
[mpanichelli@mjteam.com](mailto:mpanichelli@mjteam.com)



**SENT VIA EMAIL ONLY**

June 11, 2025

Mr. Patrick Tyrrell  
 Director of Lansing Parks and Recreation / Greenway Committee Member  
 Town of Lansing  
 29 Auburn Road  
 Lansing, NY 14882  
 Email: [ptyrrell@lansingtown.com](mailto:ptyrrell@lansingtown.com)

Re: Town Center Greenway Phase 1 Feasibility Study  
 Town Center Greenway  
 Lansing, NY  
 MJ Proposal No. 2025149 For Town Center Greenway Feasibility Study  
**Addendum No. 2 – Project Deliverables Clarification**

Dear Mr. Tyrrell

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is providing this addendum to our Town Center Greenway Feasibility Study proposal in response to your request for clarification of our project deliverables. As discussed on Friday May 30, 2025, and Wednesday June 11, 2025, MJ will adjust the scope of work as follows:

1. Greenway Section #4 will not be included in Town Center Greenway Phase 1 Feasibility Study.
2. Greenway Section #1, #2, and #3 are the focus of the Town Center Greenway Phase 1 Feasibility Study.
3. Each Greenway Section will be studied as individual sections. Each section will receive the following deliverables: A) Schematic level greenway trail design; B) a section detail of the trail's surface (See bullet 5 below); and C) a separate cost estimate for each section.
4. The two road crossings—one at Auburn Road (Highway 34), Greenway Section #1, and one at Louise Bement Lane Greenway Section #2—will be included in those section's cost estimates as dedicated line items.
5. MJ will develop greenway trail surfacing section details to describe the trail surfaces. MJ anticipates preparing two section details: A) a stone dust surface path and B) an asphalt surface path. These details will help guide MJ's cost estimating work and will be provided to the town in PDF format.

These adjustments to the scope will be included as the project deliverables and do not alter the overall fee or schedule proposed in our Town Center Greenway proposal dated May 15, 2025.

Thank you for the opportunity to work with you and the Greenway Committee on this exciting project. Please let me know if you have any questions.

Sincerely,

Josiah Simpson, PLA  
 Project Manager



21 Corporate Drive  
 Clifton Park, NY 12065



518.371.0799  
[mj@mjteam.com](mailto:mj@mjteam.com)  
[mjteam.com](http://mjteam.com)



Fishkill, NY  
 Levittown, NY  
 Picatinny, NJ  
 Melbourne, FL



**RESOLUTION ACCEPTING PROPOSAL FROM MJ ENGINEERING, ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND LAND SURVEYING, P.C. (MJ ENGINEERING) FOR TOWN CENTER GREENWAY PHASE 1 FEASIBILITY STUDY**

**RESOLUTION 25-**

**RESOLUTION ACCEPTING PROPOSAL FROM MJ ENGINEERING, ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND LAND SURVEYING, P.C. (MJ ENGINEERING) FOR TOWN CENTER GREENWAY PHASE 1 FEASIBILITY STUDY**

**WHEREAS**, the Town of Lansing has sought proposals for Lansing Greenway Phase 1 Feasibility Study; and

**WHEREAS**, MJ Engineering has submitted a proposal for said services; and

**WHEREAS**, the Town Parks, Recreation and Trails Working Group reviewed Proposal No. 2025149 dated May 15, 2025 and unanimously agreed on the proposal presented by MJ Engineering; and

**WHEREAS**, the Town Board has reviewed Proposal No. 2025149 and Addendum #2 (June 11, 2025) submitted by MJ Engineering; and

**WHEREAS**, the Town Board finds Proposal No. 2025149 and Addendum #2 (June 11, 2025) from MJ Engineering meets the needs of the Town, and is in the best interest of the Town to accept said proposal; and

**WHEREAS**, upon due deliberation being had thereupon, the Town Board of the Town of Lansing has hereby

**RESOLVED**, that the Town Board of the Town of Lansing hereby accepts Proposal No. 2025149 and Addendum #2 (June 11, 2025) of MJ Engineering for the Lansing Greenway Phase 1 Feasibility Study, as submitted; and be it further

**RESOLVED**, that the Town Supervisor is hereby authorized to request a contract for Proposal No. 2025149 with MJ Engineering for said services, subject to the terms and conditions outlined in the proposal and addendum and as approved by the Town Attorney; and be it furthermore

**RESOLVED**, that the Town will pay MJ Engineering invoices for Proposal No. 2025149 (\$9,500) and will be reimbursed by Tompkins County through Ithaca-Tompkins County Transportation Council (ITCTC) funds.

Host Community Agreement

between the

TOWN OF LANSING

and

NY LANSING I, LLC

RELATING TO THE PREMISES LOCATED ON NORTH  
TRIPHAMMER ROAD (TAX MAP # 44.-1-1.2) IN THE  
TOWN OF LANSING, NEW YORK.

## HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made effective this 1<sup>st</sup> day of June, 2025 (this “**Agreement**”) by and between NY LANSING I, LLC, a limited liability company having offices at P.O. Box 384, Callicoon, NY 12723 (the “**Company**”), and the Town of Lansing, (the “**Town**”) a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 29 Auburn Road, Lansing, New York 14882. The Company and the Town may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

**WHEREAS**, Company has developed a solar energy generating project (herein the “**Project**”) in the Town on North Triphammer Road (Tax Map # 44.-1-1.2) (the “**Property**”); and

**WHEREAS**, in connection with the Project, the Company wishes to support the Town’s efforts by providing support to its residents that is not available from tax dollars, and the Company further desires to pay the Host Community Payment (as defined below) as resources to help and assist the Town in respect of the cost of current and future mitigation of environmental and other impacts that will arise, and in the future may arise, in connection with the Company’s activities on the Property; and

**WHEREAS**, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

“**Agreement**” means this Host Community Agreement and any and all exhibits or schedules attached hereto.

“**Project**” shall mean the solar energy system owned by the Company in the Town.

“**State**” means the State of New York.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

#### SECTION 2.1 TOWN REPRESENTATIONS AND WARRANTIES.

The Town represents, warrants, and agrees as follows:

a. **Existence and Good Standing.** The Town is a validly existing political subdivisions of the State of New York.

b. **Approval and Authorization.** The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms. A copy of the Town's resolution approving this Agreement and authorizing its execution is attached hereto as Exhibit "A".

c. The Town's share of the payment under this Agreement shall constitute the community benefit fund (the "**Fund**"), where the Town has the sole and absolute discretion to determine the appropriate use of the moneys from the Fund.

#### SECTION 2.2 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. **Existence and Good Standing.** The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. **Approval, Authorization and Enforcement.** The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. **Signatory.** The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. **All Statements True.** No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contains any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

e. The Company acknowledges and agrees that nothing herein, and no money in the Fund or potential existing or future need for mitigation of any impacts arising from



the Company's activities, or arising in connection with the Project or the Property, are required to be used for or in relation to the Project or the Property, for matters or costs of mitigation that are required to be addressed in whole or in any part by the Town or the Company.

f. No payment of any money or performance of any acts under or in connection with this Agreement was made as consideration or in exchange for approvals required under any applicable statute, rule or regulation, and any such payment in no manner or respect waive, estop, curtail, limit, or prevent, in each case, any enforcement actions or proceedings by the Town of any such applicable statute, rule or regulation. This Agreement is independent of any other agreements, obligations, approvals, conditions and matters as now or may hereafter affect the Project or the Property.

### ARTICLE III

#### TERM

##### SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective (the "**Effective Date**") upon the execution by the Company and the Town.

##### SECTION 3.2 TERM.

The term of this Agreement will commence on the Effective Date and will terminate upon decommissioning of the Project.

### ARTICLE IV

#### HOST COMMUNITY PAYMENT

##### SECTION 4.1 HOST COMMUNITY PAYMENT

###### a. Lump Sum Payment.

1. **Payment Rate.** The Company shall make payment to the Town in the total amount of \$35,000 per MW AC of the Project's nameplate capacity (the "**Host Community Payment**") in accordance with the payment schedule set forth below.

2. **Due Date.** One half of the Host Community Payment shall be due and payable no later than ten (10) business days after commencement of Project construction, which shall be defined as the receipt of a building permit from the Town pursuant to a written request by the Company and physical modifications to the Property by the Company in furtherance thereof. The second half of the Host Community Payment shall be due no later than ten (10) business days following

commercial operation of the Project, which shall be defined as the date the Project is ready to generate and sell power, having been connected to the utility grid.

#### SECTION 4.2 LATE PAYMENT.

If the Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Town, except for any notice requirements set forth in Section 6.1 below. Late fees shall be assessed at a rate of two percent (2%) for the first month or a portion of a month due, and one percent (1%) for each subsequent month or a portion of a month on the original amount outstanding, until the Host Community Payment is paid.

#### SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments. Company further waives, and agrees it is hereby and forever estopped from raising, any objections, claims, or defenses respecting this Agreement or payments due from Company to Town hereunder related to constitutional claims or any claim that payment or performance under this Agreement is an impact fee, an improper exaction, or a taking of any type.

### ARTICLE V

SECTION 5.1 PURPOSES. The preambles to this Agreement are a material part of this Agreement, and the Parties acknowledge and agree that: (i) the payments made hereunder are intended to provide revenue to the Town to partially mitigate the additional burdens being placed on the Town as a result of the Project; (ii) such funds shall be utilized at the sole and absolute discretion of the Town, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and infrastructural and other community impacts arising, or in the future potentially arising, from or in relation to the Project, *inter alia*, due to the Project's presence within the Town; and (iii) the payments shall be deemed a donation to the Town, voluntarily paid, or a business expense of the Company as permitted under applicable statutes, rules, or regulations.

### ARTICLE VI

#### BREACH AND REMEDIES

#### SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach ("**Notice of Breach**"). Each monetary Notice of Breach given by the Town to the Company or any

Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

## **SECTION 6.2 COMPANY RIGHT TO CURE.**

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the Town shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

## **SECTION 6.3 REMEDIES CUMULATIVE.**

No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

# **ARTICLE VII**

## **SEVERABILITY**

### **SECTION 7.1 SEVERABILITY.**

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

### **SECTION 7.2 REFORMATION.**

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

- a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.
- b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

## ARTICLE VIII

### NOTICES

#### SECTION 8.1 NOTICES.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Company:

NY Lansing I, LLC  
 Manager  
 P.O. Box 384  
 Callicoon, NY 12723

If to the Town:

Town of Lansing  
 c/o Town Supervisor  
 29 Auburn Road  
 Lansing, New York 14882

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

## ARTICLE IX MISCELLANEOUS

#### SECTION 9.1 NO WAIVER.

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.



## SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement and not settled by mediation shall be solely in the New York State Supreme Court for Tompkins County.

## SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

## SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Town and the Company in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective as respects this specific subject matter.

## SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties. Any administrative or compliance agreement or terms that are required to be in this Agreement, such as OFAC, IDA, and EEOC compliance, shall be deemed incorporated herein by reference whenever such terms do not alter the essential terms of this Agreement and whenever so required, and the Parties agree that the absence of any such requirements was inadvertent, that the absence of any required clause shall not invalidate this Agreement, and that they will forthwith, and in good faith, amend this Agreement to add any such requirements when required by law.

## SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

## SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

## SECTION 9.8 ASSIGNMENT BY TOWN.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the Town may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the Town from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the Town and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

## SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the Town: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“**Lender**”, and such purchaser, affiliate, and Lender are collectively defined as a “**Successor**”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Town a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment (which assignment and assumption agreement shall acknowledge and affirm such payments as being and remaining the indefeasible property of the Town), and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “**Lender's Lien**”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Town shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year above written.

**TOWN OF LANSING**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_

**NY LANSING I, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit “A”**  
**Town Approving Resolution**

Host Community Agreement

between the

TOWN OF LANSING

and

NY LANSING II, LLC

RELATING TO THE PREMISES LOCATED ON NORTH  
TRIPHAMMER ROAD (TAX MAP # 44.-1-3.3) IN THE  
TOWN OF LANSING, NEW YORK.

## HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made effective this 1<sup>st</sup> day of June, 2025 (this “**Agreement**”) by and between NY LANSING II, LLC, a limited liability company having offices at P.O. Box 384, Callicoon, NY 12723 (the “**Company**”), and the Town of Lansing, (the “**Town**”) a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 29 Auburn Road, Lansing, New York 14882. The Company and the Town may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

**WHEREAS**, Company has developed a solar energy generating project (herein the “**Project**”) in the Town on North Triphammer Road (Tax Map # 44.-1-3.3) (the “**Property**”); and

**WHEREAS**, in connection with the Project, the Company wishes to support the Town’s efforts by providing support to its residents that is not available from tax dollars, and the Company further desires to pay the Host Community Payment (as defined below) as resources to help and assist the Town in respect of the cost of current and future mitigation of environmental and other impacts that will arise, and in the future may arise, in connection with the Company’s activities on the Property; and

**WHEREAS**, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

“**Agreement**” means this Host Community Agreement and any and all exhibits or schedules attached hereto.

“**Project**” shall mean the solar energy system owned by the Company in the Town.

“**State**” means the State of New York.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

#### SECTION 2.1 TOWN REPRESENTATIONS AND WARRANTIES.

The Town represents, warrants, and agrees as follows:

a. **Existence and Good Standing.** The Town is a validly existing political subdivisions of the State of New York.

b. **Approval and Authorization.** The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms. A copy of the Town's resolution approving this Agreement and authorizing its execution is attached hereto as Exhibit "A".

c. The Town's share of the payment under this Agreement shall constitute the community benefit fund (the "**Fund**"), where the Town has the sole and absolute discretion to determine the appropriate use of the moneys from the Fund.

#### SECTION 2.2 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. **Existence and Good Standing.** The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. **Approval, Authorization and Enforcement.** The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. **Signatory.** The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. **All Statements True.** No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contains any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

e. The Company acknowledges and agrees that nothing herein, and no money in the Fund or potential existing or future need for mitigation of any impacts arising from



the Company's activities, or arising in connection with the Project or the Property, are required to be used for or in relation to the Project or the Property, for matters or costs of mitigation that are required to be addressed in whole or in any part by the Town or the Company.

f. No payment of any money or performance of any acts under or in connection with this Agreement was made as consideration or in exchange for approvals required under any applicable statute, rule or regulation, and any such payment in no manner or respect waive, estop, curtail, limit, or prevent, in each case, any enforcement actions or proceedings by the Town of any such applicable statute, rule or regulation. This Agreement is independent of any other agreements, obligations, approvals, conditions and matters as now or may hereafter affect the Project or the Property.

### ARTICLE III

#### TERM

##### SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective (the "**Effective Date**") upon the execution by the Company and the Town.

##### SECTION 3.2 TERM.

The term of this Agreement will commence on the Effective Date and will terminate upon decommissioning of the Project.

### ARTICLE IV

#### HOST COMMUNITY PAYMENT

##### SECTION 4.1 HOST COMMUNITY PAYMENT

###### a. Lump Sum Payment.

1. **Payment Rate.** The Company shall make payment to the Town in the total amount of \$35,000 per MW AC of the Project's nameplate capacity (the "**Host Community Payment**") in accordance with the payment schedule set forth below.

2. **Due Date.** One half of the Host Community Payment shall be due and payable no later than ten (10) business days after commencement of Project construction, which shall be defined as the receipt of a building permit from the Town pursuant to a written request by the Company and physical modifications to the Property by the Company in furtherance thereof. The second half of the Host Community Payment shall be due no later than ten (10) business days following

commercial operation of the Project, which shall be defined as the date the Project is ready to generate and sell power, having been connected to the utility grid.

#### SECTION 4.2 LATE PAYMENT.

If the Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Town, except for any notice requirements set forth in Section 6.1 below. Late fees shall be assessed at a rate of two percent (2%) for the first month or a portion of a month due, and one percent (1%) for each subsequent month or a portion of a month on the original amount outstanding, until the Host Community Payment is paid.

#### SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments. Company further waives, and agrees it is hereby and forever estopped from raising, any objections, claims, or defenses respecting this Agreement or payments due from Company to Town hereunder related to constitutional claims or any claim that payment or performance under this Agreement is an impact fee, an improper exaction, or a taking of any type.

### ARTICLE V

SECTION 5.1 PURPOSES. The preambles to this Agreement are a material part of this Agreement, and the Parties acknowledge and agree that: (i) the payments made hereunder are intended to provide revenue to the Town to partially mitigate the additional burdens being placed on the Town as a result of the Project; (ii) such funds shall be utilized at the sole and absolute discretion of the Town, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and infrastructural and other community impacts arising, or in the future potentially arising, from or in relation to the Project, *inter alia*, due to the Project's presence within the Town; and (iii) the payments shall be deemed a donation to the Town, voluntarily paid, or a business expense of the Company as permitted under applicable statutes, rules, or regulations.

### ARTICLE VI

#### BREACH AND REMEDIES

##### SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach ("**Notice of Breach**"). Each monetary Notice of Breach given by the Town to the Company or any

Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

#### **SECTION 6.2 COMPANY RIGHT TO CURE.**

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the Town shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

#### **SECTION 6.3 REMEDIES CUMULATIVE.**

No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

### **ARTICLE VII**

#### **SEVERABILITY**

##### **SECTION 7.1 SEVERABILITY.**

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

##### **SECTION 7.2 REFORMATION.**

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

- a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.
- b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

## ARTICLE VIII

### NOTICES

#### SECTION 8.1 NOTICES.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Company:

NY Lansing II, LLC  
 Manager  
 P.O. Box 384  
 Callicoon, NY 12723

If to the Town:

Town of Lansing  
 c/o Town Supervisor  
 29 Auburn Road  
 Lansing, New York 14882

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

## ARTICLE IX MISCELLANEOUS

#### SECTION 9.1 NO WAIVER.

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.

## SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement and not settled by mediation shall be solely in the New York State Supreme Court for Tompkins County.

## SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

## SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Town and the Company in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective as respects this specific subject matter.

## SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties. Any administrative or compliance agreement or terms that are required to be in this Agreement, such as OFAC, IDA, and EEOC compliance, shall be deemed incorporated herein by reference whenever such terms do not alter the essential terms of this Agreement and whenever so required, and the Parties agree that the absence of any such requirements was inadvertent, that the absence of any required clause shall not invalidate this Agreement, and that they will forthwith, and in good faith, amend this Agreement to add any such requirements when required by law.

## SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

## SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.



## SECTION 9.8 ASSIGNMENT BY TOWN.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the Town may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the Town from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the Town and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

## SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the Town: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“**Lender**”, and such purchaser, affiliate, and Lender are collectively defined as a “**Successor**”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Town a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment (which assignment and assumption agreement shall acknowledge and affirm such payments as being and remaining the indefeasible property of the Town), and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “**Lender's Lien**”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Town shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year above written.

**TOWN OF LANSING**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_

**NY LANSING II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit “A”**  
**Town Approving Resolution**

**RESOLUTION AUTHORIZING TOWN SUPERVISOR TO NEGOTIATE FINAL TERMS FOR AND EXECUTE HOST COMMUNITY AGREEMENTS WITH DELAWARE RIVER SOLAR**

**RESOLUTION 25-**

**RESOLUTION AUTHORIZING TOWN SUPERVISOR TO NEGOTIATE FINAL TERMS FOR AND EXECUTE HOST COMMUNITY AGREEMENTS WITH DELAWARE RIVER SOLAR**

The following Resolution was duly presented for consideration by the Town Board:

**WHEREAS**, Delaware River Solar, LLC, including through its two limited liability companies NY Lansing I, LLC and NY Lansing II, LLC (hereinafter severally and together, “DRS”) applied for and received variances and site plan/special permitting approvals to construct and place into operation two solar projects along North Triphammer Road and, as part of such approvals, the project and affected lands were examined under the NYS ECL and a SEQRA review was undertaken, as well as a review under the Town Code pertaining to zoning, land use rules, and stormwater requirements, among other federal, state, and local regulations; and

**WHEREAS**, DRS understood that certain land and environmental impacts could not be eliminated but, through various siting and buffering and other conditions, and through certain voluntary acts by the applicant respecting the proposed land use, certain of such impacts could be mitigated or offset, with PILOTs, decommissioning agreements, land restoration requirements, fire safety training, and certain other requirements and concessions being just examples of the foregoing; and

**WHEREAS**, DRS voluntarily offered to execute a Host Community Agreement for NY Lansing I, LLC and a Host Community Agreement for NY Lansing II, LLC (together and severally, a “HCA”) to provide certain impact offsetting benefits to the Town, which offer was voluntary and not mandated by the town, other than by reciting the obligation to follow-through upon such gift and representation prior to commencement of construction; and

**WHEREAS**, after receiving the approvals as allowed DRS and the Town to know what was to be built, and where such was to be built, DRS did duly follow through on that promise and proposed each HCA, which the Town and DRS have negotiated to a final form acceptable to the Town; and

**WHEREAS**, as this matter was already made subject to a negative declaration under SEQRA and the conditions that led to such declaration are herein being fulfilled, and as an examination of the FEAFs and determinations has demonstrated that there is nothing in this HCA or its approval that would alter the prior declaration, or would tend to make any potential impact change a classification from none-to-small to moderate or large, or as would eliminate or negatively impact any mitigation of impacts as to require an environmental impact statement, the prior determination by the Town is determined not to need any further supplemental or other reviews, either by this board or the project’s lead agency; and



**WHEREAS**, based upon all of the foregoing, the Town Board of the Town of Lansing has hereby

**RESOLVED**, that each HCA presented to this meeting be and hereby are approved, that the Town Supervisor may negotiate the final form and language for the same so long as the material terms and consideration thereof do not change, and that the Town Supervisor may execute and deliver these agreements by, for, and in the name of the Town of Lansing.

**RESOLUTION HIRING JERRY LOBDELL AS FULL-TIME LABORER FOR THE  
DEPARTMENT OF PUBLIC WORKS**

**RESOLUTION 25-**

**RESOLUTION HIRING JERRY LOBDELL AS FULL-TIME LABORER FOR THE  
DEPARTMENT OF PUBLIC WORKS**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, to address staffing and training needs of the Town, the Town has need to fill a vacancy, in the Department of Public Works and has selected Jerry Lobdell for the position of Laborer in the Department of Public Works; and

WHEREAS, Jerry Lobdell has been identified as a qualified candidate to fill the Laborer position; and

WHEREAS, the Highway Superintendent/Director of Public Works has recommended that Jerry Lobdell be hired as the Laborer in the Department of Public Works, so upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. Effective June 23<sup>rd</sup>, 2025, Jerry Lobdell is hereby appointed as Laborer, with the same Town perquisites and benefits as are available to all employees of the Town and to such position.
2. This appointment is a full-time appointment, at 40 hours per week.
3. The hourly wage is hereby set and approved at \$24.13 per hour, Class A, Step 1.
4. The minimum probationary period for such appointment is hereby set at 26 weeks.
5. The Town Personnel Officer be and hereby is authorized to make such changes to the Town's employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

**RESOLUTION APPROVING AUDIT AND SUPERVISOR'S REPORT****RESOLUTION 25-****RESOLUTION APPROVING AUDIT AND SUPERVISOR'S REPORT**

The Supervisor submitted her monthly report for the month of May 2025, to all Board Members and to the Town Clerk. The Supervisor's Report was reviewed by Councilperson Judy Drake. The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Judy Drake. The Supervisor's Report be approved as submitted and the Bookkeeper or the Accountant is hereby authorized to pay the following bills.

**CONSOLIDATED ABSTRACT # 006**

TOWN OF LANSING				
Abstract # 006				06/13/2025
Summary by Fund				08:55:00
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	5,666.36	119,264.80	124,931.16
B	GENERAL FUND OUTSIDE VILLAGE		10,227.40	10,227.40
DA	HIGHWAY FUND TOWNWIDE	261.36	34,066.48	34,327.84
DB	HIGHWAY FUND OUTSIDE VILLAGE	442.87	51,533.91	51,976.78
HG	DPW FACILITY PROJECT	1,522.17	86,032.19	87,554.36
SL1-	LUDLOWVILLE LIGHTING DISTRICT	116.30		116.30
SL2-	WARREN ROAD LIGHTING DISTRICT	719.36		719.36
SL3-	LAKEWATCH LIGHTING DISTRICT	1,100.45		1,100.45
SS1-	WARREN RD SEWER	202.96	29,419.95	29,622.91
SS3-	CHERRY ROAD SEWER DISTRICT	24.21	7,058.80	7,083.01
SW	LANSING WATER DISTRICTS	2,268.57	9,393.15	11,661.72
TA	TRUST & AGENCY	9,068.18	76,942.62	86,010.80
<b>Total:</b>		<b>21,392.79</b>	<b>423,939.30</b>	<b>445,332.09</b>

**CONSENT AGENDA MOTIONS M25-XX – M25-XX AND RESOLUTIONS  
25-XX – 25-XX**

**RESOLUTION 25-**

**CONSENT AGENDA MOTIONS M25-XX – M25-XX AND  
RESOLUTIONS 25-XX – 25-XX**

The following Motions and Resolutions were duly presented for consideration by the Town Board:

WHEREAS, upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED, that the Consent Agenda Motions **M25-XX – M25-XX** and Resolutions **25-XX – 25-XX**, are hereby approved as presented and amended, and

The question of the adoption of such proposed Consent Agenda Motions and Resolutions were duly motioned by Councilperson \_\_\_\_\_, duly seconded by Councilperson \_\_\_\_\_, and put to a roll call vote with the following results:

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Motions and Resolutions were approved, carried, and duly adopted on June 18, 2025.

**RESOLUTION APPROVING THE STANDARD WORKDAY AND REPORTING  
FOR ELECTED AND APPOINTED OFFICIALS**

**RESOLUTION 25-**

**RESOLUTION APPROVING THE STANDARD WORKDAY AND REPORTING  
FOR ELECTED AND APPOINTED OFFICIALS**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town Board of the Town of Lansing needs to establish and report the standard work day for elected and appointed officials; and

WHEREAS, effective August 12, 2009, each elected or appointed official who is enrolled in the NYS Retirement System, must prepare a record of work-related activities for three consecutive months within 150 days of the start of a new term or appointment; and

WHEREAS, the log must contain a daily detail of hours worked and duties performed that are directly related to the elected or appointed position, including official duties performed outside normal business hours; and

WHEREAS, by certifying that a previously submitted three-month log is still representative of time worked, officials elected or appointed to new terms will not have to keep a new log for up to eight years. If an official who believes their initial three-month log is not representative of the average number of hours worked, he or she may submit a new record of activities for an alternative three-month period; and

WHEREAS, the Legislative Clerk must retain each record of activities for a period of at least thirty years and provide full and complete copies to the Office of the State Comptroller upon request; and

WHEREAS, the Resolution must be adopted at the first regular meeting held after the first 180 days of a new term, or whenever a new elected or appointed office is established; and

WHEREAS, upon due deliberation thereupon by the Town Board, the Town Board of Lansing has duly

RESOLVED, that the Town Board of the Town of Lansing hereby adopts the New York State Comptroller Form RS 2417-A as the Official Form Approving Standard Workday and Reporting Resolution for Elected and Appointed Officials:



Office of the New York State Comptroller  
  
 New York State and Local Retirement System  
 110 State Street, Albany, New York 12244-0001

Please type or print clearly  
 in blue or black ink

Employer Location Code

3 0 2 2 4

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.12/23)

BE IT RESOLVED, that the Town of Lansing / 30224 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
<b>Elected Officials:</b>									
Deborah Munson			Town Clerk	1/1/24-12/31/27	8	21.37	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
<b>Appointed Officials:</b>									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Deborah K. Munson, secretary/clerk of the governing board of the Town of Lansing, of the State of New York,  
 (Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the      day of     , 20     on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the      on this      day of     , 20    .  
 (Name of Employer)

(Signature of Secretary or Clerk)  
 Affidavit of Posting: I,      being duly sworn, deposes and says that the posting of the Resolution began on      and continued for at least 30 days. That the Resolution was available to the public on the:  
 (Date)

☒ Employer's website at: www.lansingtown.com

☐ Official sign board at:     

☒ Main entrance Secretary or Clerk's office at: 29 Auburn Road

Page 1 of 1 (for additional rows, attach a RS 2417-B form.)

(seal)

BE IT FURTHER RESOLVED, that the Town Clerk post the New York State Comptroller Form (RS 2417-A) for a minimum of 30 days on Employer's Public Website; and

BE IT FURTHER RESOLVED, that the Town Bookkeeper file a Certified Copy of the Standard Work Day and Reporting Resolution (RS2417-A) and an Affidavit of Posting with the New York State Comptroller's Office within 15 days after the posting period has ended.

The question of the adoption of such proposed Resolution was duly motioned by Councilperson     , duly seconded by Councilperson     , and put to a roll call vote with the following results:

Councilperson Judy Drake –  
 Councilperson Christine Montague –  
 Supervisor Ruth Groff –

Councilperson Laurie Hemmings –  
 Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on June 18, 2025.

**RESOLUTION FOR THE TOWN SUPERVISOR OF THE TOWN OF LANSING TO  
SEND REQUEST TO NEW YORK STATE ELECTED OFFICIALS AND OFFICERS OF  
THE AFFECTED STATE OFFICES TO CONSIDER CUMULATIVE EFFECTS OF  
SOLAR PROJECTS IN MUNICIPALITIES**

**RESOLUTION 25-**

**RESOLUTION FOR THE TOWN SUPERVISOR OF THE TOWN OF LANSING TO  
SEND REQUEST TO NEW YORK STATE ELECTED OFFICIALS AND OFFICERS OF  
THE AFFECTED STATE OFFICES TO CONSIDER CUMULATIVE EFFECTS OF  
SOLAR PROJECTS IN MUNICIPALITIES**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town of Lansing is largely an agricultural community with 38,714 acres in land size and, as of 2015, 16,261 acres (or about 42% of the Town) that are actively being farmed; and

WHEREAS, the Town of Lansing has four industrial solar projects in process, and several community-scale projects already built; and

WHEREAS, the land that is being turned to industrial solar is currently farmland, with none of the Town of Lansing's brownfields being considered for solar fields; and

WHEREAS, industrial solar projects in the Town of Lansing have averaged 1,000 acres per project, with the result being that more than 10% of the Town's total acreage, or 25% of the Town's farmland is being turned into solar fields; and

WHEREAS, the scale of solar that is being proposed in the Town of Lansing is approaching a scale that will transform the agricultural landscape into an industrial landscape without consideration for the Town's Comprehensive Plan; and

WHEREAS, the New York State Office of Renewable Energy Siting ("ORES") process looks at these projects one at a time, and not their cumulative effect; and

WHEREAS, the ORES process removed the Town's ability to look at the cumulative effect, and does not give that option to any other municipal entities; and upon consideration and deliberation upon the foregoing, the Town Board of the Town of Lansing has hereby

RESOLVED, that the State put into effect a process that takes into account the cumulative effect of additional industrial solar projects on the nature of our community; and be it further

RESOLVED, that the Town is asking the State of New York to put a moratorium on solar projects that are primarily on farmland in the Town of Lansing; and be it further

RESOLVED, that the Town Supervisor send this resolution to Governor Hochul; Senator Schumer; Senator Gillibrand; Representative Riley; Senator Webb; Assemblymember Kelles;

Rory Christian, Chair and CEO of the New York State Public Service Commission; and Zeryai Hagos, Executive Director of the New York State Office of Renewable Energy Siting.

The question of the adoption of such proposed Resolution was duly motioned by Councilperson \_\_\_\_\_, duly seconded by Councilperson \_\_\_\_\_, and put to a roll call vote with the following results:

Councilperson Judy Drake –

Councilperson Laurie Hemmings –

Councilperson Christine Montague –

Councilperson Joseph Wetmore –

Supervisor Ruth Groff –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on June 18, 2025.

# **RESOLUTION REQUESTING REDUCTION OF SPEED LIMIT ON FARRELL ROAD**

## **RESOLUTION 25-**

### **RESOLUTION REQUESTING REDUCTION OF SPEED LIMIT ON FARRELL ROAD**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town Board of the Town of Lansing has received a request from the Tompkins County Sheriff's Office concerned about the excessive speeds along Farrell Road; and

WHEREAS, Farrell Road is a Tompkins County Highway; and

WHEREAS, the Tompkins County Sheriff's Office completed a traffic detail between May 23<sup>rd</sup> and May 30<sup>th</sup>, 2025 and submitted the data from the detail to the Town Board; and

WHEREAS, there is a small section of Farrell Road that is 55 MPH zone between two posted reduced speed zones and the Sheriff's office is requesting a reduction of the speed limit in the 55 MPH section of Farrell Road be reduced to 45 MPH; and

WHEREAS, upon consideration and deliberation upon the same, the Town Board of the Town of Lansing has hereby

RESOLVED, that the Town Board of the Town of Lansing supports the requested reduction in speed limit and hereby directs that the Town requests the New York State Department of Transportation to conduct a traffic study along Farrell Road in the Town of Lansing for the purpose of considering reduced speed to enhance safety.

The question of the adoption of such proposed Resolution was duly motioned by Councilperson \_\_\_\_\_, duly seconded by Councilperson \_\_\_\_\_, and put to a roll call vote with the following results:

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on June 18, 2025.

**RESOLUTION REQUESTING REDUCTION OF SPEED LIMIT ON  
WATERWAGON ROAD**

**RESOLUTION 25-**

**RESOLUTION REQUESTING REDUCTION OF SPEED LIMIT  
ON WATERWAGON ROAD**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town Board of the Town of Lansing has received a request from the residents along Waterwagon Road concerned about safety of pedestrians and excessive speed and a representative of the neighborhood has presented a petition signed by the residents in support thereof; and

WHEREAS, Waterwagon Road is a Town Highway; and

WHEREAS, the residents and property owners of Waterwagon Road request a reduction in the speed limit to 40 miles per hour to improve public safety; and

WHEREAS, upon consideration and deliberation upon the same, the Town Board of the Town of Lansing has hereby

RESOLVED, that the Town Board of the Town of Lansing supports the requested reduction in speed limit and hereby directs that the Town requests the New York State Department of Transportation to conduct a traffic study along Waterwagon Road in the Town of Lansing for the purpose of considering reduced speed to enhance safety.

The question of the adoption of such proposed Resolution was duly motioned by Councilperson \_\_\_\_\_, duly seconded by Councilperson \_\_\_\_\_, and put to a roll call vote with the following results:

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on June 18, 2025.



**Judy Drake  
Town Board Member Report  
June 2025**

**Lansing Business Alliance - May 27, 2025**

With Ruth. Attended to meet business owners in the Town. Reviewed roles and responsibilities of boards, committee and Codes and Planning staff. Provided responses to questions, comments and concerns raised. Crystal Howser also attended to present information about Suicide Prevention. Next meeting June 25<sup>th</sup> at 9:00 am.

**Lansing Fire Commissioners - June 3, 2025 – Did not attend**

Calls in May: Fire: 48 EMS: 61 No Response: 3 Total Calls: 109  
Total Calls for Year: 540

**Personnel Management Committee – June 4, 2025**

Reviewed Platinum Plan health insurance option through Municipal Health Insurance Consortium. Reviewed listing of positions listed with civil service and creation of a Lansing Roster to be maintained. Reviewed creation of Office Job Classification system and potential wage system. Discussion to continue at next meeting in addition to streamlining a system for parks summer positions.

**Lansing Zoning Board of Appeals – June 11, 2025**

- 1) Project: Requesting Area Variance to construct new residential home addition  
Location: 339 Lansing Station Road L1 zone

Project Description: The applicant has applied for an Area Variance and is seeking relief from setbacks. Side yard setback at 8.45' where 10' is required. Rear yard setback at 1.2' where 25' is required

Discussion: The applicant wishes to modify the home for a more permanent livable space. Removing existing porch and replace with new bath and kitchen addition.

Decision: Variance granted with no conditions applied.

- 2) Project: Requesting Area Variance to construct a new residential home  
Location: 357 Lansing Station Road L1 zone

Project Description: The applicant has applied for an Area Variance and is seeking relief from the 25' rear setback requirement. Applicant wishes to tear down the existing home and construct a new home 15.7' from the rear property line where 25' is required.

Discussion: Replacing old building on the same footprint with improvements to basement and are limited with lake and railroad restricting the site.

Decision: Variance granted.

**Christine Montague  
Town Board Member Report  
June 2025**

**Tompkins Co. Youth Services Advisory Board, May 19**

- Funded agencies have been sent renewal applications, to be completed by the June meeting.
- The municipal youth services lead described the resource hub he is developing to help the county school districts' homeless youth liaisons.

**Conservation Advisory Council, June 4**

- Two of the CAC members are navigating our Climate Smart Communities (CSC) checklists. As one of the items available on the list is educating the public, the members said they would involve high school students in developing educational materials during the next school year.
- The Cooperative Extension rep said he will no longer be our Climate Smart Community coordinator, and that the state or county has reassigned the Southern Tier Regional Planning Board as our CSC coordinator.
- The Cooperative Extension rep also discussed two programs from NY State. One is a Climate Change Adaptation and Resilience Plan (CCARP) through the DEC, which he said the Village of Lansing is interested in collaborating on. The other is the Just Transition Site Reuse Planning Program through NYSERDA. The Site Reuse Planning Program helps towns develop alternative use plans for decommissioned fossil fuel power plants.

**Joseph Wetmore  
Town Board Member Report  
June 2025**

**Cayuga Lake Watershed Intermunicipal Organization (CWIO)  
Wednesday, May 28·3:00 – 5:00pm**

- \* Luke Scannell, Environmental Engineer in the NYS DEC Avon office, presented information about the *2024 Stormwater Management Design Manual*
- \* Jesse Lloyd, Lead Watershed Inspector with the Owasco Lake Watershed Management Council, Inc. and Adam Effler, Executive Director presented *Erosion and Sediment Control in the Owasco Lake watershed*

**Monthly Check-In | Lansing Smart Growth Zoning Update  
Tuesday, June 3·10:00 – 10:30am**

Discussed with NY State where the town is in the zoning update process.

**Delaware River Solar Host Community Agreement Zoom Meeting  
Friday, June 6·10:00 – 11:00am**

Worked with the Town Attorney on the Host Community Agreement with Delaware Solar.

**Parks, Recreation, and Trails Working Group  
Wednesday, June 11·9:30 – 10:30am**

- \* Myers Road Greenway discussed questions from Dave Herrick about the Ladoga extension.
- \* Greenway Trail Comprehensive Plan. Contract is nearly complete. Forwarded to the Town Board for approval at their meeting on June 18<sup>th</sup>.
- \* Town Center Phase 1 Feasibility Study. Made modifications to addendum to original proposal. Forwarded to the Town Board for approval at their meeting on June 18th.

**Operations & Code Revision Committee Monthly Meeting  
Wednesday, June 11·4:00 – 6:00pm**

- \* Made revisions to draft resolution to create a Zoning Working Group. Will be a subcommittee of the Operations & Code Revision Committee. Forwarded to the Town Board for approval at their meeting on June 18th.
- \* Brainstormed people to serve on the Zoning Working Group.
- \* Reviewed proposed Cannabis legislation. Forwarded to the Town Board to set a public hearing.

**Owasco Lake Watershed Management Council, Inc.  
Tuesday, June 17·10:00 – 11:30am**

- \* Director's Summary – Adam Effler
- \* Land Management at the Fillmore Nature Preserve

- \* Treasurer's Audit and Finance Report
- \* Lake Level Report
- \* NYS's Updated Stormwater Design Manual – Luke Scannell
- \* NYSDEC FL Hub Update
- \* Owasco Watershed Lake Association Update
- \* Cornell Cooperative Extension Update
- \* Watershed Inspection Monthly Report