



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, May 20, 2026
6:30 PM

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.lansingtownny.gov, 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. **Presentation**
 - a. Lansing Historical Association - John Howell
5. **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
6. **Reports**
 - a. **Department of Public Works Report** – Mike Moseley
 - b. **Parks and Recreation Report** – Patrick Tyrrell
 - c. **Director of Planning Report** –
 - d. **Town Clerk Report** - Debbie Munson
 - e. **Lansing Community Library Report** – Annie Johnson
 - f. **Lansing Youth Services Report** – Richard Alvord
 - g. **Tompkins County Legislator Report** – Mike Sigler
7. **Consent Agenda**
 - a. Motion to Accept Grant of \$1500 from USA Football for the Purchase of Football Equipment for Small Fry Football
 - b. Motion to Appoint Chris Pettograsso, Superintendent of Schools, and Kathryn Heath, Assistant Superintendent of Business Administration, to The Zoning Advisory Committee
 - c. Resolution Appointing Marcia Lynch to The Board of Ethics
 - d. Resolution Appointing Jamie Jones to The Lansing Housing Authority Board

- [e.](#) Resolution Authorizing the Town of Lansing Supervisor to Accept Up to \$235,000 From Tompkins County Soil & Water Conservation District/Eastern Finger Lakes Coalition for The Lockerby Hill Road Ditch Stabilization Project
- [f.](#) Resolution Approving WEX Fuel Card Proposal for Services and Contract and Authorizing the Town of Lansing Director of Public Works/Highway Superintendent to Sign Said Contract
- [g.](#) Resolution Approving Audit and Budget Modifications and Supervisor's Report
- [h.](#) Resolution Approving Consent Agenda

8. Motions and Resolutions

- [a.](#) Motion to Schedule Public Hearing to Consider Special Use Permit Application at 8-20 Verizon Lane
- [b.](#) Motion Authorizing Town Supervisor to Sign Contract with Delaney CMS, LLC to Perform a Study on Planning and Land Use Fees
- [c.](#) Resolution to Award the Bid for the Warren Road Sewer District Farrell Road Pump Station Emergency Generator to Panko Electrical & Maintenance, Inc.
- [d.](#) Resolution Authorizing Refund of Data Center Overpayment of Site Plan Review Fees
- [e.](#) Resolution Authorizing Procurement of Specialized Environmental Services for 10 Town Barn Road

9. Boards and Committees

- a. Correspondence

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. Discussion Regarding Volunteer Groups/Agreements

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.

TOWN OF LANSING

DEPARTMENT OF PUBLIC WORKS REPORT *May 2026*

NEW DEPARTMENT OF PUBLIC WORKS BUILDING:

- Construction of the new Department of Public Works building continues to move forward.
- The vapor barrier has been installed on the floor of the administrative wing, with rebar in place and the area prepared for concrete placement.
- Concrete flooring has been completed in the add-alternate bays and the utility bay.
- Beavers Petroleum and Alternate Fuels have begun construction of the new Fuel Island. Sections of the electrical conduit have been installed and passed inspection, and the site has been compacted in preparation for the next phase of work. The DPW plans to decommission the current Fuel Island mid-May.
- Roofing installation continues to advance steadily.

BRUSH PICKUP:

- The Town of Lansing’s Annual Brush Pickup began at 6:00 a.m. on Monday, April 27th and was completed successfully. The Department of Public Works crew worked over a two-week period to remove debris throughout the community. Thank you to the crew for their continued dedication and hard work!
- Information about the program was shared in advance on the Town’s website under the Department of Public Works and in The Shopper, contributing to its overall success.

WATERMAIN BREAK:

- A watermain break on Stonehaven Drive occurred on Thursday, May 7. Department of Public Works crew members responded promptly to the incident, working efficiently to assess the situation, complete necessary repairs, and restore water service as quickly as possible. Their timely response helped minimize service disruptions to residents and ensured the issue was resolved safely and effectively.

FLEET:

- Town equipment is routinely serviced and maintained to ensure continued reliable operation.

LOCKERBY HILL ROAD PROJECT:

- Crew members continue to make improvements to the drainage infrastructure on Lockerby Hill Road following the March 31st flooding. This work is being completed in coordination with the Tompkins County Soil and Water Conservation District and T.G. Miller.

MS4:

- Mike Moseley continues to work with the Town of Lansing Codes Department, Tompkins County Soil and Water Conservation District and T.G. Miller on SWPPP applications.

OFFICE:

- The Town of Lansing continues to work hand in hand with the Village of Lansing and the Village of Cayuga Heights regarding the Intermunicipal Agreement for Sewer District One.

MEETINGS ATTENDED BY THE HIGHWAY SUPERINTENDENT/DIRECTOR OF PUBLIC WORKS:

- The Stormwater Coalition of Tompkins County: *The Stormwater Coalition of Tompkins County is an inter-municipal organization formed to assist municipal separate storm systems (MS4s) in cooperation.*
- Water, Sewer, and Stormwater Committee (WSSC): *Responsible for evaluating proposals relating to the Town's water, sewer and stormwater. The goal is financial and engineering analysis.*
- Engineering and Operations Meeting with Bolton Point: *Responsible for the infrastructure of the municipalities that make up Bolton Point.*
- Highway Barn Committee: *Responsible for working with architects, engineers, and construction managers on the design and development of the new Department of Public Works facility.*
- Lansing Town Department Heads Meetings.
- Capital Improvement Committee.
- Personnel Management Committee.



May 2026
Town Board Report

Recreation: Current and upcoming spring programs include GirlStrong, Lansing Watercats Swim Team, LBP/LSP, Co-Ed T-ball, Pitching Clinics, Hitcats Travel Baseball, Travel Club Volleyball, Spring Horseback Riding, Adult Strength & Stretch, Adult Volleyball, StrengthYoga, Cardio-Step and Morning YogaChi.

- Wet weather has put a damper on our Baseball and Softball seasons, we have been unable to play the last three Saturdays due to field conditions.
- Geothermal disturbance is still hampering use of three of our baseball fields behind the Town Hall.
- We hosted several adult league soccer games.
- Our day camp staff has been selected; we have an excellent group of counselors for this summer.
- We hosted our annual T-ball selection on April 30th. Thanks to all our volunteer coaches.
- Collaboration on scholarships and how to better serve our youth with Lansing Schools has been outstanding. We have a great plan in place.
- Our department is now providing the Town Board with weekly updates on both recreation and park activities.

Upcoming Events:

- There is a Chicken BBQ scheduled for every weekend in May.
- June 6th is Super Saturday.
- June 7th is the Lansing Car Show at Myers Park.
- June 9th the GirlStrong program will be participating in the annual Twilight 5k at Treman State Park.
- June 13th is Lansing’s America 250 Celebration and parade in Myers Park.
- June 29-30 is our annual Hitcats baseball tournament.

Parks:

- We have passed our Tompkins County Health Department inspection for camping. Camping opened for the season on May 7th. We anticipate more revenue with the few spots we added that are non-electric.
- Women Swimmin for Hospicare has confirmed with us that they would like to use Myers Park this year to host their event. We are truly honored and look forward to it. We are collaborating closely with their team to make sure they have all the accommodations they need.

- Summer seasonal job applications have been reviewed and we will be hosting training soon.
- We will begin charging admission into Myers Park for non-residents on May 22nd.
- We have already hosted two weddings in Myers Park, with several more on the schedule.
- We have completed much needed restoration of our gravel roadways, including Salt Point.
- The Osprey have laid their eggs (three) for the season, check it out at <https://camstreamer.com/redirect/nCitlvkqY7CNSwNL8GoTOUSWp5SOL8zkl1CA5G>
P
- Our department has attended all the Lansing's America 250 Celebration meetings. That event is scheduled for June 13th at Myers Park.
- The Parks & Rec department has set up a day with Town Counsel Guy Krogh to walk through our entire operation to address any legal issues he may see. We have also produced an exceptionally good list of questions pertaining to our departmental operations.
- We have put a "face lift" on the Myers Park restrooms. Thanks to help from our Building Maintenance Supervisor, they are now brighter and better looking.
- We have spent several hours on the beachfront trying to get that cleaned up. It is starting to look better but there is much more to do.
- I have attached pictures for the Town Board to show some of the erosion along Salmon Creek. There is no money in our budget to help remedy this.
- At Ludlowville Park we replaced two grills, as well as a couple of picnic tables. We also trimmed some trees and planted grass seed in some bare areas. This park is truly a hidden gem.
- We received a genuinely nice thank you letter from the Finger Lakes Chapter 377 Vietnam Veterans of America for hosting the Veterans Watch Fire. We are incredibly pleased that they are going to continue this tradition again this year. They also donated a POW flag to the Town.

Trails:

- Due to weather and wetness, it has been difficult to get out on the trails to do any type of work. Some spots on the trail still have not been able to be mowed. We have installed workday signage and repaired the parking lot.

Town Hall/Community Center:

- Lansing Lions hosted their annual flower basket sale on Mother's Day weekend along with a chicken BBQ.
- The HVAC system replacement is going well; the boiler has been removed, and the geothermal lines have been tied into our system. They have uncovered many errors with the current system and are working diligently to correct the system. We hope to have heat this week and AC next week.
- We will be hosting an American Red Cross Blood Drive on May 22nd in the Court Room from 12pm-5pm.
- The Community Center had some issues with the AC units; our team worked with the Building Maintenance Supervisor to determine the problem and correct it.

- The Schoolhouse and Community Center roof replacement projects keep getting pushed back due to weather.
- Our Lansing banners have been put up for the season.

Meetings:

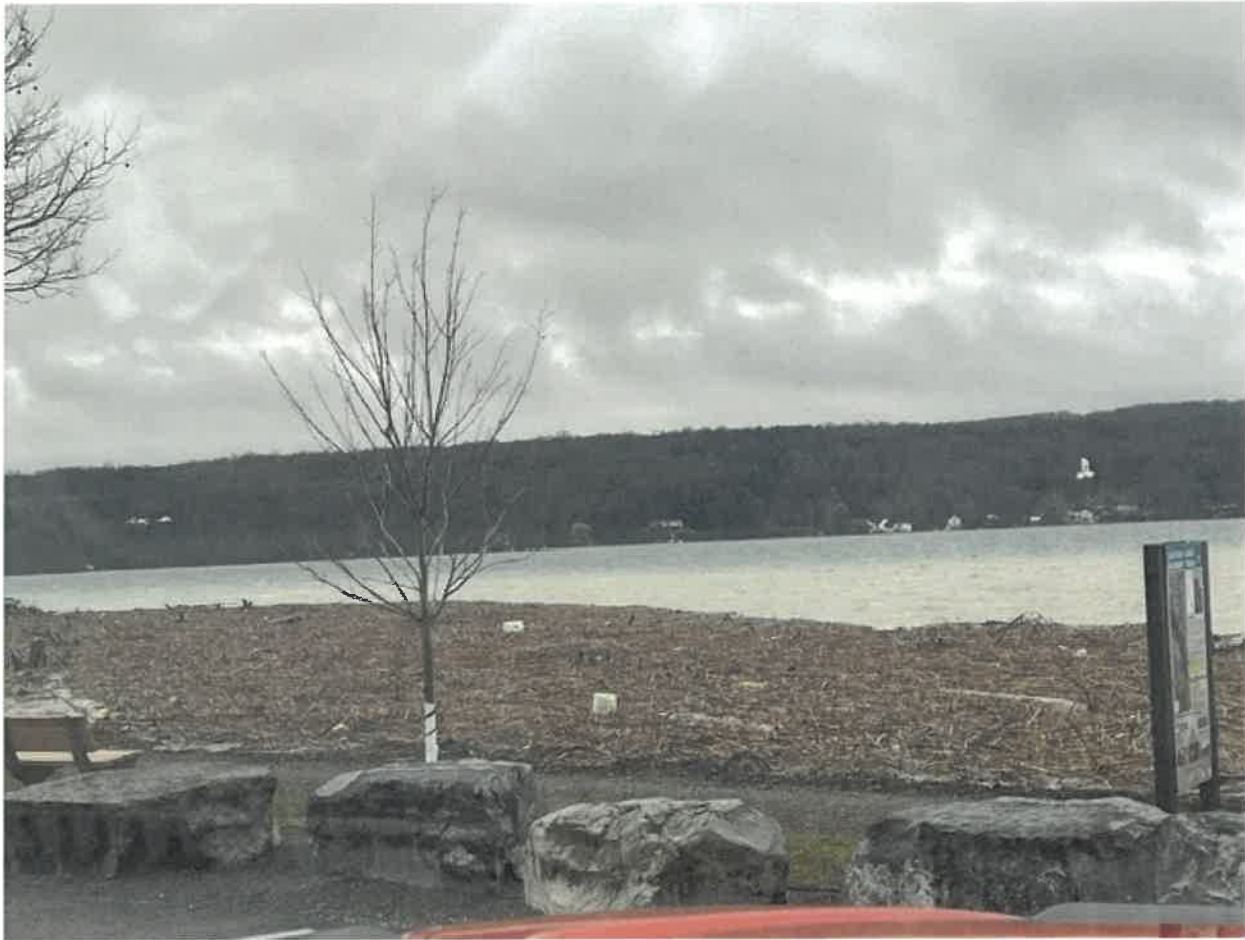
Department Head
Personnel Management Committee
Inter-Departmental
Trails Working Group
Tompkins County Recreation Directors
Women Swimmin
LCSD – scholarship and administration
Paddle-N-More
Friends of Lansing Center Trails
Friends of Salt Point
Lansing’s America 250 Committee
Roof replacement project pre-construction
LBP/LSP/COED T-ball coaches
HALCO

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.















Finger Lakes Chapter 377 Vietnam Veterans of America

Dryden Veterans Home, 2272 Dryden Road, Dryden, NY 13053

Section 6, Item b.



Patrick Tyrrell

Parks & Recreation Supervisor

Town of Lansing, NY

Pat, on behalf of Vietnam Veterans of America Chapter 377, I would like to thank you and your staff for your planning, support, and follow up of our Chapter's efforts on National POW/MIA Recognition Day. You, and all the other members of your Staff, made the Event easier to do and organize. They all jumped in and anticipated and helped with our needs.

Lansing has hosted the POW/MIA Watch Fire at Myers Park for 34 years. It is a great reflection of your community's Patriotism.

It also draws attention to a well run and beautiful park.

Ron Dexter, USMC/VN

Chapter President

mem/9/25

LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
May 2026



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. Learn T'ai Chi Fridays from 10:30-11:30 am.
5. The Library has an Empire Pass and passes to the Museum of the Earth available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
6. The Library now offers free period products using an Aunt Flow dispenser. There are currently free covid tests available as well.
7. Chair Yoga is offered every Monday at 9:45 am.
8. There is a year round book sale at the Library. Book donations are currently paused.
9. Story times for the month, Thursdays at 10:30: "Birthday Story Time" on 5/7, "Birds and Worms" 5/14, "Balloons and Bubbles" on 5/21, and "Fairy Garden" on 5/28.
10. The Book Club for Adults will be on 5/19 at 7 pm. The book this month is "We All Live Here" by Jojo Moyes.
11. The annual budget vote passed, and the new trustees were voted into the Board.
12. Prom Closet is open! Donations can be dropped off during business hours.
13. Zentangle class (meditative art) will be held May 16. Please register online.
14. The kids voted for Zootopia for the Summer Movie. Summer Reading kick off will be on June 20th.
15. The Library will be closed on Memorial Day.

16. You can drop off personal care items, like soap, shampoo, deodorant, toothpaste, etc, for Soap for Hope, now until June 7th.
17. The Spring Writes Literary Festival will be held live from May 7-10 and on Zoom May 14-28. Event details are available at <https://springwrites.org>.

Lansing Youth Services Town Board Report April & May 2026

Cardboard Boat Building – 4-H Cardboard Boat Race Regatta

Mondays, 3/2 - 4/27 Enrollment: 10, Males: 9, Females: 1 Average Daily Attendance: 8
of Program Days: 6 **Life Skills: Planning/ Organizing, Teamwork**

Our duck boat builders were busy gearing up for the big day of racing their boat against other municipalities. We had an additional day added to the program as the process of covering the boat in a traditional glue that the students made together proved a more tedious process, lots of lessons learned here! LYS's boat finished second, or third, but won accolades such as "Best Innovative Boat", and "Most Dedicated Watercraft"! Up next is "Townie Tours", where students will travel to a new location each week whether it be business, or organization to see what hidden gems are right here in Tompkins County!

Outdoor Adventure

Tuesdays, 3/3 - 4/28 Enrollment: 13, Males: 9, Females: 4 Average Daily Attendance: 11
of Program days: 6 **Life Skills: Self Esteem, Self Responsibility**

Outdoor Adventure participants made final progress towards coal burning their spoons, although more time was needed for carving, many could finally envision their finished product, conditioning it for longevity and actual use! Two fisher people caught some new species, a rainbow trout, smallmouth bass, and a few suckers. The final day was all about cooking, the group cooked burgers over the fire and learned how to manage the fire and coals for even cooking. The next round of Outdoor Adventure will focus on how they can get outdoors over the summer and safely practice some outdoor and primitive living skills.

Magic: The Gathering - Crash Course

Wednesdays, 3/4 - 4/29 Enrollment: 12 , Males: 12, Females: 0 Average Daily Attendance: 8
of Program days: 7 **Life Skills: Learning to Learn, Social Skills**

Magic had a lot of active players, two participants joined during the middle of the program's sessions, they got up to speed with deck building and the structure of play. Their peer mentor was very patient and was always willing to answer the many questions they had. Although the deck that a previous student built for the instructor seemed strong, not a single game was won by the instructor! The last day was a "draft" tournament, where students opened new packs of cards, "drafted" them, and then traded with peers. Everyone was very giddy to be able to take home their own personal deck, which will hopefully lead to more play and socialization outside of school. Up next on Wednesdays is Natural Arts and Crafts.

Fun with Food

Thursdays, 3/5 - 4/30 Enrollment: 12, Males: 6, Females: 6 Average Daily Attendance: 11
of Program days: 6 **Life Skills: Learning to Learn, Marketable skills**

Fun With Food continued the good times in the classroom, every day was still super busy and because new appliances and food preparation techniques were utilized, they were always briefed with new kitchen skills. A student requested a smoothie bar day, which was wildly popular and many ideas came from several students who shared how they make theirs at home- which seemed to be more like milkshakes, but still, lots of creativity. Making the edible slime was messy, but fun, with one group deciding to make “Dragon’s Beard” which involved stretching into very thin strands. Up next is Digital Photography 101.

Lansing Youth Employment

Youth employees are doing well at the Lansing Public Library, still full. One new applicant is interested in working at the LPL, potentially starting over the summer to become trained to replace a departing senior. Two teens are poised to assist with LYS programs to finish out the year, both of whom would like full time work all summer. The next staff meeting will be an intro to first aid; CPR will be discussed. If there is a large interest in certifications, a plan will be put in place so the instructor can certify them, adding them to their professional resume. This group is ambitious, so it looks likely that is the route many will want to take.

MOTION TO ACCEPT GRANT OF \$1500 FROM USA FOOTBALL FOR THE PURCHASE OF FOOTBALL EQUIPMENT FOR SMALL FRY FOOTBALL

MOTION 26-

MOTION TO ACCEPT GRANT OF \$1500 FROM USA FOOTBALL FOR THE PURCHASE OF FOOTBALL EQUIPMENT FOR SMALL FRY FOOTBALL

Motion to accept a donation of \$1500 from USA Football for football equipment for Small Fry Football. Equipment must be purchased from Certor Sports.

**MOTION TO APPOINT CHRIS PETTOGRASSO, SUPERINTENDENT OF SCHOOLS,
AND KATHRYN HEATH, ASSISTANT SUPERINTENDENT OF BUSINESS
ADMINISTRATION, TO THE ZONING ADVISORY COMMITTEE**

MOTION 26-

**MOTION TO APPOINT CHRIS PETTOGRASSO, SUPERINTENDENT OF SCHOOLS,
AND KATHRYN HEATH, ASSISTANT SUPERINTENDENT OF BUSINESS
ADMINISTRATION, TO THE ZONING ADVISORY COMMITTEE**

Motion to appoint Chris Pettograsso, Superintendent of Schools, and Kathryn Heath, Assistant Superintendent of Business Administration, as Members to the Zoning Advisory Committee. Their terms are for one year ending December 31, 2026.

RESOLUTION APPOINTING MARCIA LYNCH TO THE BOARD OF ETHICS

RESOLUTION 26-

**RESOLUTION APPOINTING MARCIA LYNCH TO
THE BOARD OF ETHICS**

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

WHEREAS, Local Law #1 of 2021, Town of Lansing Ethics Law, was adopted March 17, 2021; and

WHEREAS, per **§ 18-6 Board of Ethics**. There is hereby established a Board of Ethics consisting of five members, to be appointed by the Town Board, all of whom shall reside in the Town, and all of whom shall serve without compensation and at the pleasure of the Town Board. No member of the Board of Ethics shall be a Town Employee or a Relative of any Town Employee. Ethics Board members will have staggered 5-year terms, and appointments will be initially made for terms of members running for 1 to 5 years, so that one appointment arises for consideration or renewal annually. Ethics Board members may be reappointed at the expiration of their term. The Attorney for the Town shall be an *ex officio* member of said Board without voting privileges, for the purposes of providing legal guidance and advice to allow the Board of Ethics to efficiently perform its functions; and

WHEREAS, the Lansing Housing Authority has accepted the resignation of John Dann effective February 25, 2026; and

WHEREAS, the interview committee has recommended that Marcia Lynch be appointed to fulfill the remainder of John Dann’s 5-year term on the Board of Ethics; and

WHEREAS, upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. Marcia Lynch is hereby appointed to fill the vacancy on the Board of Ethics, effective May 21, 2026 and expiring December 31, 2027; and
2. The Town Clerk shall administer the oath of office for such appointment.

**RESOLUTION APPOINTING JAMIE JONES TO THE
LANSING HOUSING AUTHORITY BOARD**

RESOLUTION 26-

**RESOLUTION APPOINTING JAMIE JONES TO THE
LANSING HOUSING AUTHORITY BOARD**

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

WHEREAS, the Lansing Housing Authority (LHA) has two current vacancies on the Lansing Housing Authority Board; and

WHEREAS, after a search for eligible and qualified candidates, the LHA has recommended that Jamie Jones be appointed to fulfill one of the vacancies; and

WHEREAS, upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. Jamie Jones is hereby appointed to the Lansing Housing Authority for a 5-year term, with such term effective May 21, 2026 through December 31, 2030; and
2. The Town Clerk shall administer the oath of office for such appointment.

AGREEMENT

AGREEMENT, made by and between the **TOMPKINS COUNTY SOIL & WATER CONSERVATION DISTRICT**, a municipal corporation of the State of New York, having offices in the 170 Bostwick Road, Ithaca, New York 14850, hereinafter referred to as "TCSWCD or COUNTY", and the **TOWN OF LANSING** having offices at 10 Town Barn Road, Lansing, NY 14882, hereinafter referred to as the "TOWN".

WITNESSETH

WHEREAS, the TCSWCD has determined its willingness to work cooperatively with the TOWN to accomplish the implementation of the Lockerby Hill Road Ditch Remediation Project (42.595064, -76.546719); and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the TCSWCD and the TOWN (the "PARTIES") hereto agree as follows:

1. The TOWN shall work under engineering advisement of the Tompkins County Soil & Water Conservation District for work within the ditches of Lockerby Hill Road starting at house number 39 and ending at house number 145. The Town Engineer can, at the request of the Highway Superintendent, review and/or approve all engineering plans created for the project.
2. The Agreement Term shall be from **April 1, 2026** through **December 31, 2026** or upon the completion of the Lockerby Hill Road Ditch Remediation Project.
3. The TOWN and the TCSWCD agree to the Scope of Services described below, and further described in Attachment A, hereinafter incorporated into this contract. .
4. Scope of Services
 - a. TCSWCD will:
 - Provide technical assistance to the TOWN, as needed by the TOWN, with regards to the Lockerby Hill Road Ditch Remediation Project. This will include engineering assistance, design/layout of the remediation practices and as-built documentation.
 - b. The TOWN will:
 - Provide payment/services for all equipment, labor and material costs of the project.
 - obtain access to cross culvert on Davis property and downstream of culvert, as needed for replacement and stabilization.
5. The TCSWCD agrees to reimburse the TOWN for up to a total amount not to exceed **\$235,000.00 (two hundred thirty five thousand dollars)** for expenses incurred related to rock material costs via State funds appropriated to the TCSWCD from the Eastern Finger Lakes Coalition for project implementation. Payment to the TOWN shall be made by the TCSWCD upon receipt of an invoice from the TOWN and acceptance by the TCSWCD that all terms and conditions of this Agreement have been met and that progress on work activities has been made as billed. The County will not prepay for services prior to services being provided. Payment will be made to TOWN, within 45 days of

receipt, by TCSWCD of a request for reimbursement, which shall designate the amount of rock purchased and requested reimbursement amount. The TCSWCD agrees to pay the TOWN for services based upon the determination by TCSWCD of the satisfactory completion of services and products after the TCSWCD engineer's approval, unless otherwise specified in the body of the Agreement. TOWN will submit detailed invoices based on the billing format as specified in the body of the Agreement. Since the COUNTY is tax exempt, no sales taxes will be applied to the cost of services associated with this Agreement nor shall the COUNTY be charged interest penalty fees.

6. The terms and provisions of this Agreement, and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The PARTIES consent to the exclusive jurisdiction of, and venue in, the State and Federal Courts within Tompkins County, New York. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the PARTIES hereto.
7. This Agreement constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the PARTIES with respect to the subject matter hereof. Attachments, appendix, exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.
8. If any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The PARTIES shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.
9. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses set forth above.
10. Either Party reserves the right to terminate this Agreement for any reason giving thirty (30) days written notice to the other Party. Reimbursement of payment to the TOWN from the TCSWCD will not be made until all work is satisfactorily completed to TCSWCD engineer's approval.
11. This Agreement may not be amended, modified, or reassigned except in writing by mutual agreement of the PARTIES hereto nor may any obligations be waived orally. The TOWN shall not assign any part of this Agreement to a subcontractor or other party without the express written consent of the County. All terms and conditions of this Agreement shall apply to any subcontractor. It is mutually agreed between the PARTIES that the TOWN is an independent contractor and that no employee-employer, partnership, agent, representative relationship exists between the TOWN and the TCSWCD under the terms of this Agreement, nor to enter into or assume, or attempt to enter into or assume any obligation on behalf of the other

12. Neither the Town nor the TCSWCD shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God, government actions, war, civil disturbance, terrorism, insurrection, sabotage, labor shortages or disputes, or TOWN's or County's fault or negligence.
13. The TOWN and the County shall maintain the confidentiality of all client-identifying and protected information including, but not limited to, organizational details, finances, clients/patients, business opportunities, business records, specifications or plans owned by the Town or COUNTY. Both PARTIES agree to notify the other immediately in the event either learns of any unauthorized access, possession, distribution, or use of any sensitive information relating to a client has occurred.
14. Except as may otherwise be specified in the body of the Agreement, the TOWN agrees to provide its employees with such tools, materials, and equipment required to perform the services prescribed by this Agreement.
15. During the performance of this Agreement, the County and TOWN agrees that they will not discriminate against any employee or applicant for employment because of age, ethnicity, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, status as an ex-offender, arrest record, conviction record, and domestic violence victim status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. The areas in which discrimination on the aforementioned grounds is prohibited include, but are not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
16. Each party shall release, waive, indemnify, hold harmless, and defend the other party and the and each its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to, losses, costs, expenses, penalties, or other damages or liability brought against such other party and their officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the other party, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the party seeking indemnity. The indemnification will survive the term of this Agreement whether it is terminated or expired. Each party shall maintain the minimum limits of insurance as outlined by this Agreement in Attachment B or as required by law, whichever is greater.
17. The TOWN certifies to the TCSWCD that the programs and services to be provided and described herein are accessible to the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.
18. The PARTIES agree that as a condition of receipt of Federal funds, if any, that audits be performed of the TOWN 's records by auditors in compliance with the Federal Single Audit Act of 1984.
19. All required Federal, State, and Local licenses shall be obtained by the TOWN prior to commencement of this Agreement and shall be maintained by the TOWN for the duration of this Agreement. The TOWN agrees to comply with all Federal, State, and Local laws and regulations governing the provision of goods and services under this Agreement. To the extent that Federal funds are provided to the TOWN under this Agreement, the TOWN agrees that it will comply with all applicable Federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds

were authorized.

- 20. The TOWN shall promptly notify the COUNTY if any employee, director, officer or subcontractors is on or has been added to the exclusion list. The COUNTY reserves the right to immediately cancel this Agreement, at no penalty to the COUNTY, if any employee, director, officer or subcontractors is on or has been added to the exclusion list.

By signing this Agreement, the TOWN attests to that fact that the TOWN and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

- 21. The New York State Labor Law at Article 9, Sections 230-239-A of said statute requires that contractors and subcontractors pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract and follow other requirements. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. Every contractor and subcontractor must keep and provide certified original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. These must be made available to the COUNTY at its request. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

- 22. The signees on behalf of each of the PARTIES warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein, and further acknowledge that the other party is entitled to rely upon this representation of authority.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as the day and year first above written.

DATE: _____

DATE: _____

TCSWCD Signature

TOWN OF LANSING Authorized Signature

District Manager

Print Name & Title

ATTACHMENT A – Tompkins County Insurance Requirements

Each party shall indemnify, hold harmless and defend each other and its officers, employees, agents and elected officials from and against any and all claims and actions brought against each other and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the Town/County, its employees, subcontractors or agents except all actions and claims arising out of the negligence of the TCSWCD or Tompkins County or Town. Each party shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) Workers’ Compensation and New York Disability

Workers’ Compensation

Statutory coverage complying with NYS Workers’ Compensation Law Section 57 General Municipal Law Section 125, Town must submit one of the following:

CE-200 - Certification of Attestation of Exemption form NYS Workers’ Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, **OR**

CE-105.2 - Certification of NYS Workers’ Compensation Insurance (U-26.3 f or State Insurance Fund version), **OR**

SI-12 - Certificate of NYS Workers’ Compensation Self Insurance, **OR**

GSI-105.2 - Certificate of NYS Workers’ Compensation Group Self-Insurance Employers’ Liability - \$1,000,000

Disability Benefits Requirements

Statutory coverage complying with NYS Workers’ Compensation Law Section 220 (8) under General Municipal Law Section 125, Town must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage, **OR**

DB120.1 - Certificate of Disability Benefits Insurance, **OR** DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers’ Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

B.) Commercial General Liability (CGL) including, contractual, independent contractors, products/completed operations

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Expense	\$5,000

- Town shall maintain coverage for itself and all additional insureds for the duration of the Agreement.
- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- It is expressly understood and agreed by the Town that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- TCSWCD and the Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured’s on a primary and non-contributory basis.**

- If applicable, Town, Contractor, Owner, and all other parties required of the Town shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) **AND** CG2037 (04/13) or CG2037 (04/13) **AND** CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

C.) Commercial Umbrella \$1,000,000

- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- TCSWCD and Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non-contributory basis.**
- Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability coverages maintained by the Town.

D.) Business Auto Coverage

Liability for Owned,	\$1,000,000 CSL or
Hired and Non-Owned	\$500,000 Per Person BI
	\$1,000,000 Per Accident BI
	\$250,000 PD Split Limits

- Town, Contractor, Owner, and all other parties required of the Town shall be included as insureds on the auto policy.

E.) Waiver of Subrogation

Town waives all rights against TCSWCD and the Tompkins County and its officers, employees, agents and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or workers compensation and employers liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by New York State and have an A.M. Best's Key Rating no lower than "A – X". Proof of insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with the signed agreement.

RESOLUTION AUTHORIZING THE TOWN OF LANSING SUPERVISOR TO ACCEPT UP TO \$235,000 FROM TOMPKINS COUNTY SOIL AND WATER CONSERVATION DISTRICT/EASTERN FINGER LAKES COALITION FOR THE LOCKERBY HILL ROAD DITCH STABILIZATION PROJECT

RESOLUTION 26-

RESOLUTION AUTHORIZING THE TOWN OF LANSING SUPERVISOR TO ACCEPT UP TO \$235,000 FROM TOMPKINS COUNTY SOIL AND WATER CONSERVATION DISTRICT/EASTERN FINGER LAKES COALITION FOR THE LOCKERBY HILL ROAD DITCH STABILIZATION PROJECT

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

WHEREAS, the Town of Lansing was notified in April 2026 of the award of \$235,000 for the purchase of rock, culverts, and necessary materials to implement the Lockerby Hill Road Ditch Stabilization Project; and

WHEREAS, the Town of Lansing moves to accept said funding; and

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

RESOLVED, to authorize the Town of Lansing Supervisor to sign a Memorandum of Understanding (MOU) with the Tompkins County Soil and Water Conservation District for a contract period of April 1, 2026 to December 31, 2026, or upon completion of the Lockerby Hill Road Ditch Stabilization Project.

RESOLUTION APPROVING WEX FUEL CARD PROPOSAL FOR SERVICES AND CONTRACT AND AUTHORIZING THE TOWN OF LANSING DIRECTOR OF PUBLIC WORKS/HIGHWAY SUPERINTENDENT TO SIGN SAID CONTRACT

RESOLUTION 26-

RESOLUTION APPROVING WEX FUEL CARD PROPOSAL FOR SERVICES AND CONTRACT AND AUTHORIZING THE TOWN OF LANSING DIRECTOR OF PUBLIC WORKS/HIGHWAY SUPERINTENDENT TO SIGN SAID CONTRACT

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

WHEREAS, the Town of Lansing Director of Public Works/Highway Superintendent has the responsibility of purchasing gasoline and diesel fuel for use in all Town of Lansing and Lansing Fire Department’s vehicles and equipment, and due to unforeseen circumstances, the Town no longer has an available bulk gas or diesel tank. Due to this situation, this purchase will fall under emergency purchasing provisions, allowing the Town and the Lansing Fire Department to utilize the Tompkins County owned fuel island located at 797 Warren Road, Ithaca, NY 14850 as the primary fueling source. With the purchase of the WEX Card System the Town and the Fire Department will be operational and able to provide life saving services; and

WHEREAS, WEX Fuel Card Services is the selected provider which offers contract #S70422 through the New York State Office of General Services (NYS OGS). The contract and its terms have been reviewed by the Town Counsel; and

WHEREAS, upon consideration of the foregoing premises and subject to final approval of minor changes desired by the Director of Public Works/Highway Superintendent, the Town Board of the Town of Lansing has hereby

RESOLVED, that the Town Board approves such contract; and be it further

RESOLVED, that the Town of Lansing Director of Public Works/Highway Superintendent be authorized to execute the final version of the Order Form and Master Service Agreement.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORT

RESOLUTION 26-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS AND SUPERVISOR'S REPORT

The Supervisor submitted her monthly report for the months of March and April 2026, to all Board Members and to the Town Clerk. The Supervisor's Reports were reviewed by Councilperson Joseph Wetmore. The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Laurie Hemmings. The Supervisor's Reports be approved as submitted and the Bookkeeper or the Accountant is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 005

TOWN OF LANSING				
Abstract # 005				05/18/2026
Summary by Fund				13:34:42
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	7,900.55	155,763.62	163,664.17
B	GENERAL FUND OUTSIDE VILLAGE	180.68	53,871.73	54,052.41
DA	HIGHWAY FUND TOWNWIDE	676.95	38,784.44	39,461.39
DB	HIGHWAY FUND OUTSIDE VILLAGE	1,172.00	320,770.87	321,942.87
HG	DPW FACILITY PROJECT	381.49	838,621.69	839,003.18
SL1-	LUDLOWVILLE LIGHTING DISTRICT	127.51		127.51
SL2-	WARREN ROAD LIGHTING DISTRICT	813.26		813.26
SL3-	LAKEWATCH LIGHTING DISTRICT	1,369.00		1,369.00
SS1-	WARREN RD SEWER	259.67	37,139.58	37,399.25
SS3-	CHERRY ROAD SEWER DISTRICT	23.93	9,234.47	9,258.40
SW	LANSING WATER DISTRICTS	1,516.94	235,270.50	236,787.44
TA	TRUST & AGENCY	9,916.50	80,219.27	90,135.77
Total:		24,338.48	1,769,676.17	1,794,014.65

CONSOLIDATED ABSTRACT # 501

TOWN OF LANSING				
Abstract # 501				05/19/2026
Summary by Fund				11:48:08
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE		147,128.05	147,128.05
Total:			147,128.05	147,128.05

Budget Modifications for MAY 20, 2026 Town Board Meeting

**General Townwide -
A Fund**
May 20TH, 2026

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>	
A5132.400 (104 Auburn Road) Debit	A1440.400 (Engineering - Contractual) Credit	To correct coding on TG Miller voucher #356, to keep 104 Auburn Rd expenses together	\$ 2,603.00	General Journal only, does not change budget figures

**General Part Town -
B Fund**
May 20TH, 2026

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>	
B8020.100 - (Director of Planning)	B8020.400 - (Planning Board - Contractual)	Paying MRB Group contractually in absence of Director of Planning, moving funds from payroll account to contractual	\$ 35,000.00	

Warren Road Sewer District - SS1 Fund
May 20TH, 2026

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>	
SS1-8120.200 (Sewer - Equipment) Debit	SS1-1440.400 (Engineering - Contractual) Credit	To correct coding on TG Miller voucher #'s 209 & 356 (Moves Farrell Road Generator expenditures into the equipment code to capture true cost of generator)	\$ 7,237.00	General Journal only, does not change budget figures

**CONSENT AGENDA MOTIONS M26-XX – M26-XX AND RESOLUTIONS
26-XX – 26-XX**

RESOLUTION 26-XX

**CONSENT AGENDA MOTIONS M26-XX – M26-XX AND RESOLUTIONS
26-XX – 26-XX**

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

RESOLVED, that the Consent Agenda Motions **M26-XX – M26-XX** and Resolutions **26-XX – 26-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 May 20, 2026.

TOWN OF LANSING PLANNING BOARD MEETING

April 27, 2026

Lansing Town Hall, 29 Auburn Road

Section 8, Item a.

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Board Members Present:

- Dean Shea, Chair
- Thomas Butler, Vice-Chair
- Al Fiorille
- Sandy Conlon
- Christine Hass
- John Licitra
- Danielle Hautaniemi
- John Duthie
- Freddy Villano
- Aimee Caffrey

Excused:

Also Present:

- Kelly Geiger, Planning Clerk
- Nathaniel Rogers, Town Planner
- Megan Dorritie, Legal Counsel
- Shaun Logue, MRB Senior Planning Associate
- Dondi Harner, TG Miller
- Joe Wetmore, TB Liaison

Public Present:

Attendance sheets for this meeting are located on pages 7-10 of the minutes

Chair, Dean Shea, opened the meeting at 6:30 pm.

Action Items:

Project: Minor Subdivision – 8-18 Verizon Lane

Applicant: Bill Duthie, owner

Location: 8-18 Verizon Lane TPN 30.-1-16.32, 6 Verizon Lane TPN 30.-1-16.31

Project Description: Minor Subdivision of the existing 13.21-acre lot “parent parcel” to create Parcel 30.-1-16.32 (9.15 ac) and Parcel 30.-1-16.31 (4.06 ac). Proposed parcels are currently separated by a lease line and have not been formally subdivided at this time. This project is located in the IR zoning district.

SEQR: Unlisted/Uncoordinated Action

Anticipated Action: Public Hearing

Summary of Discussion:

- John Duthie recused himself
- Scott Gibson and John Duthie were present to discuss this project
- Subdivision, Fire Turnaround, Required Outstanding Materials
- The project will go back to the Planning Board in May pending receipt of required outstanding materials

51 **Project: Special Use Permit – 8-18 Verizon Lane**

52 **Project:** Special Use Permit - 8-18 Verizon Lane

53 **Applicant:** Bill Duthie, Owner

54 **Location:** 8-18 Verizon Lane TPN 30.-1-16.32

55 **Project Description:** Special Use Permit to allow a volleyball court in a pre-existing building to operate as an
56 indoor recreation facility. This project is located in the IR zoning district.

57 **SEQR: Type II Action** - No further review is required.

58 **Anticipated Action:** Referral to Town Board

59

60 **Summary of Discussion:**

- 61 • John Duthie and Scott Gibson were present to discuss this project
- 62 • John Licitra recused himself as his daughter plays volleyball, Aimee Caffrey will vote
- 63 • Special Use Permit has to be approved by the Town Board
- 64 • Previous use was trade shows then converted to volleyball, and may possibly add pickle ball
- 65 • Tenant uses facility for limited players and coaches. Up to 12 people for volleyball
- 66 practice/training not playing other teams.
- 67 • Adequate lighting, parking, bathroom facilities
- 68 • The Planning Board recommends that the Town Board approves the proposed special use
- 69 permit with the condition that all indoor recreation facilities do not exceed current parking
- 70 capacity

71

72 **Project: Minor Subdivision – 40 Newman Rd**

73 **Applicant:** Frank Towner, Owner

74 **Location:** 40 Newman Rd TPN 7.-1-23.2

75 **Project Description:** Minor Subdivision of the existing 82.03-acre lot “parent parcel” to create Parcel 1 (2.71
76 ac) and Parcel 2 (2.49 ac). Four lot line adjustments will occur, affecting a further 2.379 acres of the site. This
77 project is located in the AG Zoning District.

78 **SEQR:** Unlisted/Uncoordinated Action – SEAF Part 2 required

79 **Anticipated Action:** Public Hearing, SEQR

80

81 **Summary of Discussion:**

- 82 • Frank Towner was present to discuss this project.
- 83 • Subdivision, Consolidation and Building Lot
- 84 • The Board approved the subdivisions without conditions

85

86 **RESOLUTION PB 26-04**

87

88 **TOWN OF LANSING PLANNING BOARD RESOLUTION**
 89 **STATE ENVIRONMENTAL QUALITY REVIEW (SEQR) AND MINOR SUBDIVISION**
 90 **PLAT APPROVAL FOR**
 91 **40 NEWMAN RD TPN 7.-1-23.2**

92

93 **WHEREAS,** an Application was submitted for a Minor Subdivision review by Frank Towner, owner,
94 for the proposed subdivision of Tax parcel number 7.-1-23.2, into three (3) parcels; “Parcel 1” (2.71
95 acres), “Parcel 2” (2.49 acres), and “Remaining Area” (74.44 acres), Four (4) lot line adjustments will
96 occur affecting a further 2.379 acres, The property is in the Agriculture Zone; and

97

98 **WHEREAS,** this is a proposed action reviewed under Town of Lansing Code § 235-6 Minor
99 Subdivision, for which the respective completed applications were received 24 February 2026.

100 **WHEREAS,** 6 NYCRR § 617 of the State Environmental Quality Review Act ("SEQRA") that the above-
101 referenced Action is hereby classified as an Unlisted Action under Section 617.6 of the SEQR Regulations,
102 and not subject to further review under Part 617 of SEQR Regulations; and

103 **WHEREAS**, the Planning Board has considered and carefully reviewed the requirements of the T
104 local laws relative to subdivisions and the unique needs of the Town due to the topography, the soil types
105 and distributions, and other natural and man-made features upon and surrounding the area of the
106 proposed subdivision, and the Planning Board has also considered the Town's Comprehensive Plan and
107 compliance therewith; and

108 **WHEREAS**, this Board acting as Lead Agency in SEQRA reviews and accepts as adequate:
109 Survey map showing proposed Minor subdivision of lands of Frank Towner, prepared by Lee
110 Dresser, T. G. Miller, P. C. Engineers and Surveyors and dated 4 December 2025; a Short
111 Environmental Assessment Form (SEAF), Part 1, submitted by the Applicant, and other
112 application materials;

113
114 **WHEREAS**, this action is exempt from the General Municipal Law County Planning referral
115 requirements of General Municipal Law ("GML ") § 239-1, 239-m, and 239-n through an Inter-
116 Governmental Agreement between the Tompkins County Planning Department and the Town of Lansing
117 dated 24 November 2003, as "residential subdivisions of fewer than 5 lots all of which comply with local
118 zoning standards and Tompkins County Sanitary Code requirements, and do not involve new local roads
119 or streets directly accessing a State or county road" are excluded from GML referral requirements: and
120

121 **WHEREAS**, on 27 April 2026, the Planning Board reviewed and considered the aforementioned
122 subdivision application in the Lansing Town Hall, 29 Auburn Road, Lansing, New York 14882 and duly
123 held a public hearing on the Minor subdivision application, and all evidence and comments were
124 considered, along and together with the requirements of the Town's subdivision regulations, existing
125 development in the surrounding area, the public facilities and services available, the Town's
126 Comprehensive Plan and the Land Use Ordinance, site characteristics and issues, and any potential on-
127 and off-site environmental impacts; and
128

129 **WHEREAS**, upon due consideration and deliberation by the Town of Lansing Planning Board; and
130

131 **NOW, THEREFORE, BE IT RESOLVED THAT**, the Planning Board does hereby classify the above
132 referenced Action to be an Unlisted Action under Section 617.6 of the State Environmental Quality
133 Review (SEQR) Regulations; and
134

135 **BE IT FURTHER RESOLVED THAT**, that the Planning Board of the Town of Lansing determines
136 the proposed project will result in no significant impact on the environment and that a Negative
137 Declaration for purposes of Article 8 of the Environmental Conservation Law be filed in accordance
138 with the provisions of Part 617 of the State Environmental Quality Review Act for the action of Minor
139 Subdivision approval for Town of Lansing Tax Parcel Number 7.-1-23.2; and
140

141 **RESOLVED**, that the Town of Lansing Planning Board hereby grants Final Approval of the
142 Application for a Minor Subdivision of certain land at 40 Newman Road, Tax Parcel Number
143 7.-1-23.2 Lansing, New York, subject to the following conditions:
144

- 145 1. The sealing and endorsement of such Exempt Subdivision Final Plat by the Planning Board Chair,
146 thereafter presenting, and obtaining the signing of the plat by Tompkins County Assessment Department
147 stamp, followed by filing in the Tompkins County Clerk's Office, followed by provision of proof of such
148 filing within the time limit requirements of 62 days with the Town Lansing Code Enforcement Office.
149

150 Dated: 27 April 2026

151 Motion by: John Licitra

152
153
154 Seconded by: Danielle Hautaniemi

155 VOTE AS FOLLOWS:

- 156
- 157 Tom Butler – Aye
- 158 Aimee Caffrey – Not Voting
- 159 Sandy Conlon - Aye
- 160 John Duthie – Not Voting
- 161 Al Fiorille - Aye
- 162 Christine Hass -Aye
- 163 Danielle Hautaniemi - Aye
- 164 John Licitra - Aye
- 165 Fredric Villano – Not Voting
- 166 Dean Shea - Aye

167

168 **Project: Minor Subdivision – 204 Wilson Rd**

169 **Project:** Minor Subdivision - 204 Wilson Road

170 **Applicant:** James Wright, Owner

171 **Location:** 204 Wilson Road TPN 27.-1-36.24

172 **Project Description:** Minor Subdivision of an existing 6.146-acre lot into Parcel A (1.229 ac) and Parcel B
173 (4.917 ac). This project is located in the RA Zoning District.

174 **SEQR:** Unlisted/Uncoordinated Action - SEAF Part 2 required

175 **Anticipated Action:** Sketch Review, Set Public Hearing, SEQR

176

177 **Summary of Discussion:**

- 178 • James Wright was present to discuss this project
- 179 • Subdivision, Land not being used, Road Frontage, Drainage, Tiles, Septic, Fire Turn Around
- 180 • The Board set a Public Hearing for May 18, 2026

181

182 **Project: Site Plan Review – 228 Cayuga Dr**

183 **Applicant:** Scott Kobylarz, TeraWulf Representative

184 **Location:** 228 Cayuga Drive TPN 11.-1-3.212 and TPN 11.-1-3.211

185 **Project Description:** Site Plan Review of proposed data center. Phase 1 includes the creation of three 50 MW
186 buildings and expanded infrastructure on a 433-acre vacant and former industrial site. This project is located in
187 the IR zoning district.

188 **SEQR: Type I Action** - Further review is required.

189 **Anticipated Action:** Sketch Plan Review

190

191 **Summary of Discussion:**

- 192 • Scott Kobylarz, Site Lead – Adam Millspaugh, Cayuga Data Construction Manager and John
193 Marabella, Sr Construction Manager at Summerset were present to discuss this project and
194 gave a brief presentation. A copy of the presentation is available in the Public Documents
195 section of the Town website.
- 196 • Aimee Caffrey recused herself
- 197 • **Project Overview** - Redeveloping, Data Campus limited to lease area only, Phase 1 three
198 buildings at 150 MW (50 MW each), Phase 2 three hundred MW with 2 additional buildings,
199 Infrastructure, 17 acres to be landscaped, Uninterrupted back up power supply in the event of a
200 power outage-15minutes-not running continuously
- 201 • **Attributes** - IR zoning approved by ZBA, Solar separate from Data Campus, request of full
202 lease to verify no overlapping Solar vs. Data Campus,
- 203 • **Project Coordination and Review**— A completeness review will be sent by Planning staff
204 5/1/26

- 205 • **Community Benefits** – No stack emissions, employment, construction with 150 long term employees, upgrade electrical at the cost of TeraWulf, upgrading broadband and other areas throughout Lansing,
- 206
- 207
- 208 • **Annual fund for Parks and Recreation** - Increased access to the lake, Partnerships with the schools & colleges – “Will Planning Board be part of the review”, “is it a Host Benefit Agreement or Pilot”, Cayuga Solar will have a Pilot for the parcel through ORES
- 209
- 210
- 211 • **Site Development Plan** – Phase 1 three buildings, Substation NW, Water Tanks NE, Set buildings as far away from residents as possible, Concrete plant-temporary, Water will not come out of Cayuga Lake it will come from Bolton Point-stored in tanks, Fuel storage on site-diesel for backup generators and equipment, Are there any battery storage systems related to the solar project “No”.
- 212
- 213
- 214
- 215
- 216 • **Design and Integration** – Mechanical enclosed and screened.
- 217 • **Noise and Environmental Controls** – Noise compliance, are deliveries off peak – “They will be during normal business hours”. What are retaining walls made of-there are 3 different conflicting landscaping designs. Renderings for landscaping-use UPS’
- 218
- 219
- 220 • **Wetlands** – Area of 9.8 and 7.3 will be disturbed-This is determined by DEC and Army Core of Engineers, The Wetlands “might” be determined for the solar project before wetland mapping is complete for TeraWulf, DEC typically determines after SEQR, “Possibility of parcels still getting subdivided, need for updated map
- 221
- 222
- 223
- 224 • **Ecological and Cultural Resources** – TeraWulf expects no impacts
- 225 • **Data Center Water Used** – Limited and controlled, Sealed-no discharge to the lake
- 226 • **Site Water Supply, Infrastructure** – Regular water usage will be from Bolton Point. 3,000 gallons per day will be taken directly from Cayuga Lake for dust control-pressure washer. Cayuga Operating Company takes water from the lake, for the old site & landfill
- 227
- 228
- 229 • **Traffic and Access** – Via Cayuga Drive. Will there be designated roads for trucks, from Rt 34B-Ridge Road, ‘unknown at this time’, “no unauthorized traffic”. Would residents have to go through construction to get to their homes. Guard House managed 24/7 - will be a trailer and then a permanent structure. What will be the number of workers-number of trucks-times going through and where is the fill going, “will use the staging area near Stark Rd”. A lot of information is needed as well as concrete amount and use
- 230
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- 235 • **Energy Use and Grid Integration** – Additional substation for Phase 2 but no more lines, Will the study be ready during the review of this Site Plan
- 236
- 237 • **Stormwater Management** – How far along is the SWPPP – “Still in design phase”
- 238 • **Commitment to the Community** – Ongoing Transparency, Next steps is to provide the Town with answers and provide requested information.
- 239
- 240 Questions can go to info@cayugadatacampus.com
- 241 • **Any decommissioning plan** – “Only of Coal stack right now. Solar will have a separate decommissioning plan. No decommissioning plan for Data Center.
- 242
- 243 • Are there any bonds for battery storage to protect the Town. Height of buildings over 35 feet will need to be referred to the ZBA. What notification has to be given for excavating, rock blasting and how will it affect the neighborhood-for example-foundations, wells, etc. Much more detail is needed. Is \$900,000, 000 a realistic number for the project. Noise projection for neighbors and across the lake, Chillers- Roof vs. Ground, Space 80% lot coverage-project close
- 244
- 245
- 246
- 247
- 248 • How do we move forward-Do we have a complete application - “No”-A complete application is required to move forward
- 249
- 250 • Public Hearings will be held as part of the Site Plan Review, once a complete application is submitted.
- 251
- 252 • Planning Board to provide comments by Friday, May 1, 2026
- 253
- 254
- 255

256 **Other Business:**

- 257 • Joe gave the Town Board Liaison report.
- 258 • Fees for Planning and Building Permits, Affordable Housing
- 259 • Project costs, Pilot, Host Community Agreement, Developers Agreement, Tax Relief, Large
- 260 Group Meeting Location, Survey

261
262 **Adjourn Meeting**

263 Meeting adjourned at the call of the Planning Board Chair at 9:02pm.
264 Minutes Taken and Executed by Kelly Geiger

265
266 **Access to public documents available online at:**

267 **Planning Board Email** tolcodes@lansingtownny.gov
268 **Town Website** <https://www.lansingtownny.gov>

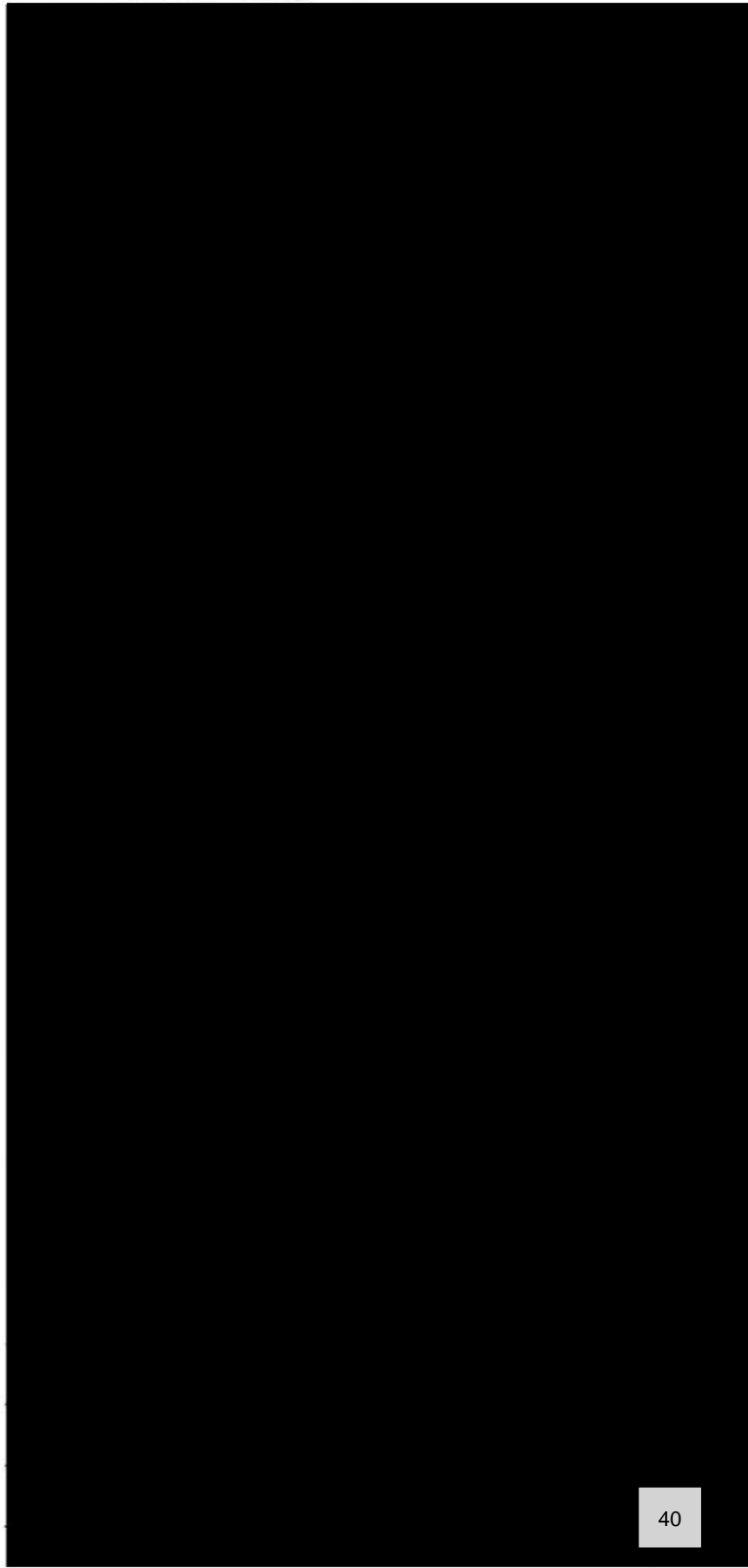
Planning Board Meeting April 27, 2026

ATTENDANCE SIGN IN SHEET

PRINT NAME

ADDRESS

Suzanne Klaessig
 Bicketago
 Franhaus Andev
 Mary Sullivan
 Brendan Kirk
 ANDRES ARROYO
 Toby Dragon
 Svetlana Dragon
 ADAM MILLSPALGH
 Erica Yon
 Ralph Wang
 Zach Becker
 Alex Thornton
 Sarah Kusler
 William King
 Alyssa Coleman
 FRANK TOWNER
 MARA ALPER
 Zoe Ziini
 Connor Ream
 Rete St. DM
 Chris Van Pelt
 Tod Sukontarak
 BRIAN CALWEN
 4/25 Ben Caveney



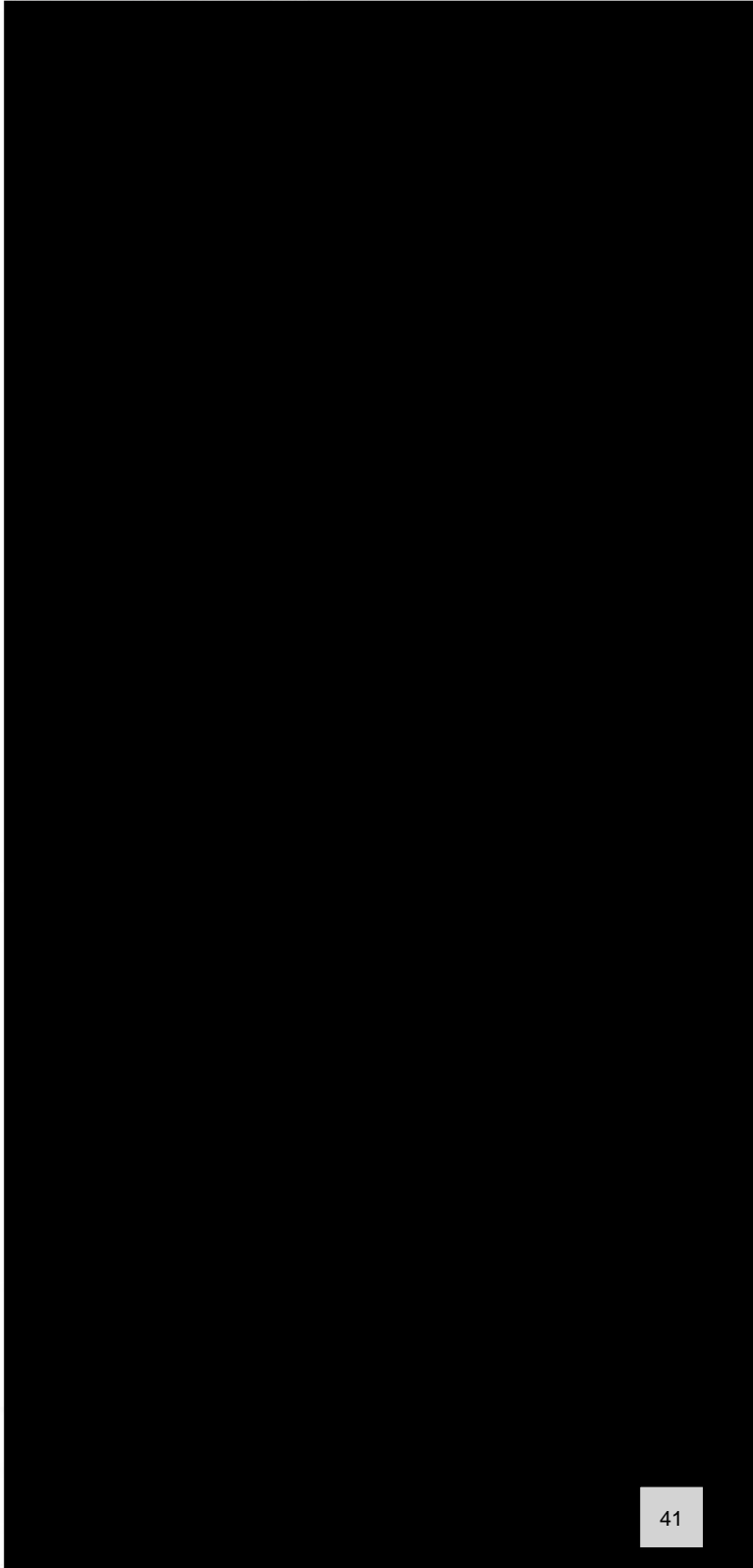
Planning Board Meeting April 27, 2026

ATTENDANCE SIGN IN SHEET

PRINT NAME

ADDRESS

Ashley Miller
 John V. Dennis
 Donald Harner
 HAROLD MILLS
 Kelly Deolittle
~~Jerry Harlow~~
 Margaux Chamnell
 Katherine Rogovs
 RO Savage
 Alison Pritz
 Tessa Sage Flores
 Jamie Wright
 Lauren Baker
 CORY BAKER
 Michelle Mentor
 Emma Bowers
 Louise Buck
 STRAIT DOLLING
 Sam DOLLING
 Maureen Stanhope
 Savannah Adams
 Mike ~~Truel~~
 Charlotte Griggs
 Marie McRae
 Hilary Lambert



10/25

Planning Board Meeting

April 27, 2026

ATTENDANCE SIGN IN SHEET

PRINT NAME

ADDRESS

Jacob Chernikoff

Lisa Lincoln

Uma Jia

Cory Bryant

Emma Edmunds

LARS McCann

Andrew Pat+

Kelsey Scott

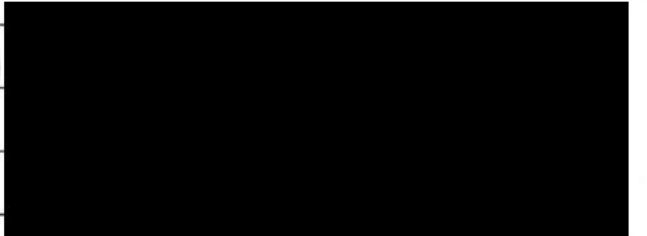
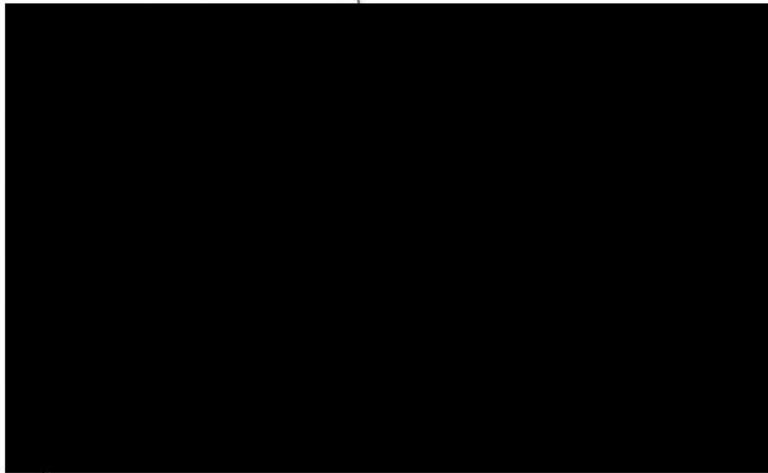
Joe Lonsky (NO DATA CENTER)

Cally Arthur

Mary Darcey-Martin

NO DATA CENTER!

Mark Zuss



Planning Board Meeting April 27, 2026

ATTENDANCE SIGN IN SHEET

PRINT NAME

ADDRESS

Carol Chernikoff

Deryck Dawing
Allison DeSario

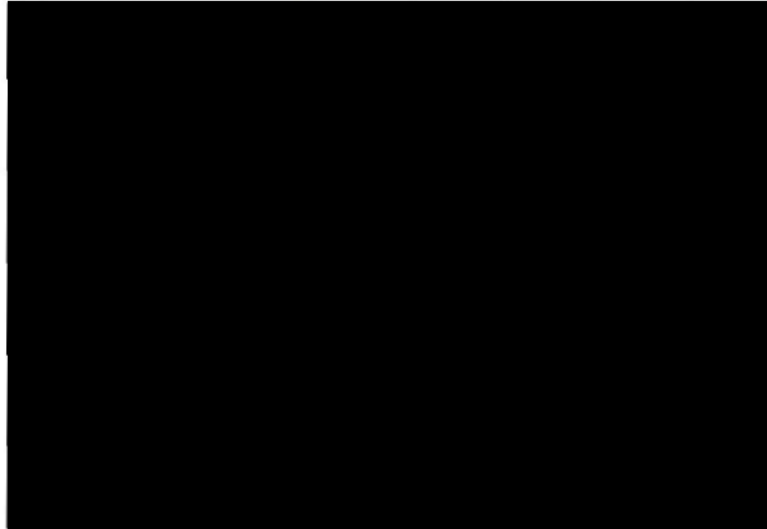
ERIC PRITZ

Ishah Beek

MILO STESTAKOFF ky

Sarah McNaull

DOUG FINCK



47

10/68

Dear Planning Board,

To clarify our intent, I wanted to provide an overall description and history leading to the “Volleyball space use” for 8 Verizon Lane.

The project was conceived when the space became available last summer (around June). My company, St. John Design Group, rented the space as an overflow workspace for our existing projects. We planned on using the space for storage, paint, and assembly for some of our larger builds/client needs.

However, as our son and daughter started talking about the upcoming volleyball season, it became clear that one of the main limitations to developing youth volleyball in the area was available indoor practice space. Additionally, we found that 8 Verizon Lane was EXACTLY big enough to support one, full size volleyball court.

Over the course of about 6 months, we began adding equipment to space including a professional volleyball floor, training equipment, and a new adjustable professional net system. Also, we added floor to ceiling nets, new lights, security system, biometric front door lock, and an enclosure for the boiler system to protect it from errant volleyballs.

Volleyball (girls and boys) is the fastest growing youth sport in the country with girls’ volleyball seeing a 40% increase over the last 10 years and boys’ participation up 51% in a much shorter time. Lansing has a strong history of volleyball success with several state level championship teams bringing home trophies in the last 10 years. Due to this our goal of the space is to provide a training facility for local volleyball coaches to use as an extension of their existing programs. Additionally, we wanted to create the area’s first boys’ volleyball team. The space is limited to reservation by coaches only – it will not be a “public gym” as instruction, rather than, exercise, is our focus.

Through this process, we’ve had a ton of support from local coaches (both high school and college), area organizers (USAV Excelsior Volleyball) and a huge outpouring of interest from local parents. The boys’ team, The Cascade, signed up 10 players and we have a group of 5 local college players, several club and varsity coaches, and a few parents offered to help coach.

As “club season” is coming to an end (Dec-April), we are currently planning to offer classes, directed by our coaching staff, to all local volleyball parents and anyone else that might be interested. We’ve been talking to Lansing Rec about the possibility of running summer programming for early youth development, potentially starting a “feeder program” for area volleyball. Also, we’re beginning to look to expand offers for more club teams (boys, U12, etc). for next season.

To round out our space usage, further offers might include Pickleball during school/ non-volleyball hours. Also, we are looking at rentals for the local adult volleyball leagues on weekends. Both options will limit spectators and be coach driven as with all other offerings.

I have attached the parking plan submitted to the Codes Department along with this updated description of use. In order to obtain the Operating Permit, I worked directly with the Codes Department to address their questions, and they have reviewed and approved all safety and parking considerations.

As a point of comparison, the Town Barn baseball and soccer fields, also zoned within the IR District, are used for outdoor recreation and typically generate a high volume of vehicles, parents, and participants. In contrast, our operation will be private, structured, and limited in number, all within an indoor setting.

I'm happy to answer any other questions you may have.

Thanks,



Peter St. John



TOWN of LANSING

"Home of Industry, Agriculture, and Scenic Beauty"

PLANNING AND CODE ENFORCEMENT

Box 186

Lansing, NY 14882

Phone: 607-533-7054

E-mail: tolcodes@lansingtown.com

Section 8, Item a.

Operating Permit

THIS PERMIT HAS BEEN ISSUED TO:

APPLICANT: **John Duthie**

LANDOWNER: **United Storage TBR, LLC**

TAX MAP#: **30.-1-16.32**

LOCATION OF PROPERTY: **8-18 Verizon Ln**

DATE OF OPERATION: **March 23, 2026**

SPECIAL CONDITIONS: Special Use Permit for indoor recreation occupancy

Occupancy: **B**

Construction: **IIB**

Hazard: **N/A**

We need to be notified 24 – 48 hours ahead of time to make the inspections as outlined above. Please call Heather Monday through Thursday 8:30AM to 12:30PM and 8:30AM to 11:45AM Friday at 607-533-7054. Inspection appointments are available Monday through Thursday 8:30AM-11:30AM and 1:30PM–3PM. No inspections are completed on Friday, Saturday, or Sunday.

BY:

Scott Russell

Permit #: **OP-26-1**

ISSUED: **March 19, 2026**

EXPIRATION DATE: **March 19, 2027**

"This property may border a farm, as defined in Town of Lansing Local Law No. 2 of the year 1997, a Local Law known as The Right to Farm Law. Residents should be aware that farmers have the right to undertake good or acceptable farm practices which may generate dust, odor, smoke, noise and vibration."

It's the Law

Call UFPO 2 working days

Before You Dig

1-800-962-7962

MOTION TO SCHEDULE PUBLIC HEARING TO CONSIDER SPECIAL USE PERMIT APPLICATION AT 8-20 VERIZON LANE

MOTION 26-

MOTION TO SCHEDULE PUBLIC HEARING TO CONSIDER SPECIAL USE PERMIT APPLICATION AT 8-20 VERIZON LANE

Motion to schedule public hearing to consider special use permit application to operate an indoor recreation facility in the Industrial District at 8-20 Verizon Lane, Tax ID Numbers 30.-1-16.31 and 30.-1-16.32. The public hearing will be scheduled for June 17, 2026 at 6:31 pm, at the Lansing Town Hall, 29 Auburn Road, Lansing, NY 14882.

The question of the adoption of such Motion 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 Motion was approved, carried, and duly adopted on May 20, 2026.

Town of Lansing and Delaney CMS, LLC Services Agreement

THIS AGREEMENT is made this 21st May 2026 between the **TOWN OF LANSING**, with offices at 29 Auburn Road, Lansing, NY 14850 (hereinafter referred to as the "Town"), and **DELANEY CMS, LLC**, with an office at 702 Curran Rd., Shortsville, NY 14585 (hereinafter referred to as the "Engineer" or the "Contractor").

The Town and Engineer agree as follows:

1. Services to be Performed.

Engineer agrees to perform engineering services for the Town as set forth in the Engineer's "Planning and Land Use Fee Recommendation – Scope of Work" section of Engineer's April 22, 2026, Proposal for Professional Engineering Services submitted in response to the Town's Request to Delaney CMS, LLC for their services. The Scope of Work and Deliverables section is attached as Exhibit A.

In the Town's discretion, it may consider a contract amendment at a later date for additional services described in the proposal. The Town and Engineer determined the scope and fee amount based on a recommendation from the Town's attorney.

Engineer shall complete all tasks and provide all deliverables within three (3) months of receipt of the Town's notice to proceed with the work.

2. Fees.

The Engineer shall be paid a fixed fee amount of **Ninety-seven hundred and twenty dollars (\$9,720)** for services provided, including all travel, time and expenses associated with performing the services for the Town. Payments will be made in accordance with the procedures in Section 5 below.

3. Term of Agreement.

The term of this Agreement shall be from May 21, 2026, until August 2026, unless earlier terminated by either party. Notwithstanding the term set forth above, this Agreement may be terminated by either party at any time without cause upon seven (7) days prior written notice to the other party, in which case the Engineer shall be paid pro rata for the satisfactory work performed to the date of termination. This Agreement may be terminated immediately by either party upon the breach of any of its terms by the other party. Termination shall be affected by the breaching party's receipt of a written notice of termination setting forth the manner in which the party is in default. In the event of the Town's termination for Engineer's default, the Engineer will be paid only for services performed in accordance with this Agreement. If it is later determined by the Town that the Engineer had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of or are beyond the control of Engineer, the Town may allow the Engineer to continue work, or treat the termination as a termination without cause.

4. Quality of Work.

The work to be performed hereunder shall be of good workmanship and quality. If this Agreement is for the performance of services, the Engineer shall perform its services using that degree of skill and care ordinarily exercised under similar conditions by experienced, qualified, competent, and reputable professionals practicing in the same field in the same or similar locality at the time of performance.

5. Payment for Services.

Requests for payments for services shall be submitted with a list of the tasks, activities or products, expenses, the dates on which performed, supplied, or incurred, and, if applicable, the time spent on each indicated date for which the Town is being billed. The voucher shall be submitted upon satisfactory completion of services or the provision of goods. In no event will the total payments to Contractor exceed the lump sum stated in Section 2 above.

The Town Board will review the vouchers and, if acceptable, pay for the services and/or products after approval of the vouchers by the Town Board in compliance with the Town Board's statutory duties to audit claims for payment. In no event will the total payments to Engineer exceed the fee amounts stated in Section 2 above.

6. Relationship.

The Engineer is, for all purposes (including, without limitation, withholding of income tax, payment of workman's compensation, and payment of FICA taxes) an independent contractor and no employer-employee relationship is intended, implied, or created by this Agreement. Engineer shall determine the times and manner of performance of any services for the Town hereunder consistent with the overall obligations to complete the work contemplated by this Agreement. Engineer shall be free to devote such portions of its time not required for the performance of services to the Town in such manner as Engineer sees fit and for such other persons, firms, or entities as Engineer deems advisable, provided that such other services do not constitute a conflict of interest with the interests of the Town.

7. Ownership of Products of Service.

All work products of any services to be performed hereunder shall be the property of the Town, and the Town is vested with all rights therein, including the right to use, duplicate, distribute, share, or sell such materials, without any further compensation of any nature to Engineer. If patents or copyrights may be obtained with respect to such work, the Town shall own same and have all rights to same without further compensation to the Engineer. The Engineer also retains the right to use the work products. Any reuse of the work product not for their intended purpose shall be at the sole risk to the Town.

8. Regulatory Compliance.

All work under the Agreement shall be performed in accordance with applicable statutes, rules and regulations of the Federal, State, and local governments and agencies.

9. Insurance Requirements.

A. The Contractor and any subcontractors (Subcontractors) shall purchase and maintain insurance of the following types of coverage and limits of liability with insurance carriers licensed in New York State that have a rating no lower than "A- VII" by the most recent A.M. Best's Key Rating Guide, unless otherwise agreed to by the Town of Lansing:

- 1) Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c. Contractor, the Town of Lansing, and all other parties required of the Contractor/Subcontractor, shall be included as Additional Insureds on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) **AND** CG2037 (04/13) or CG2037 (04/13) **AND** CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d. Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
 - e. The policy may not contain any exclusions relating to NY Labor Law or municipal work.
 - f. CGL coverages shall include contractual liability coverages for the benefit of the Town.

2) Workers' Compensation and Employer's Liability - Statutory coverage complying with the New York Workers' Compensation Law - Contractor and Subcontractors must submit one of the following:

- CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation, OR
- C-105.2 - Certification of NYS Workers' Compensation Insurance, OR
- U-26.3 - State Insurance Fund version), OR

SI-12 - Certificate of NYS Workers' Compensation Self Insurance,
OR GSI-105.2 - Certificate of NYS Workers' Compensation Group
Self- Insurance

- 3) Disability Benefits Coverage - Statutory coverage complying with NYS Workers' Compensation Law - Contractor and Subcontractors must submit one of the following:

CE-200 - Certificate of Attestation of Exemption from NYS
Disability Benefits Coverage, OR
DB120.1 - Certification of Disability Benefits Insurance, OR
DB155 - Certificate of Disability Self-Insurance

B. Waiver of Subrogation

- 1) Contractor waives all rights against the Town of Lansing and its elected officials, public officers, Boards, employees and agents for recovery of damages to the extent these damages are covered by Commercial General Liability, Workers' Compensation, and/or Employer's Liability insurance maintained per the requirements stated above.
 - 2) Contractor shall assure that all Subcontractors execute a waiver of all rights against Contractor, the Town of Lansing, and their respective elected officials, public officers, Boards, directors, officers, employees and agents for recovery of damages to the extent these damages are covered by Commercial General Liability, Workers' Compensation, and/or Employer's Liability insurance maintained per the requirements stated above. Contractor shall provide the Subcontractors' executed subrogation waivers to the Town of Lansing prior to the commencement of work under this Agreement.
- C. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's policies. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Town of Lansing.
- D. Contractor acknowledges that failure to obtain such insurance on behalf of the Town of Lansing constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Lansing. The Contractor is to provide the Town of Lansing with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Town of Lansing to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Town of Lansing.

E. Additional Subcontractor Requirements

- 1) Without in any way limiting the Contractor's liability pursuant to the indemnification provisions of this Agreement, the Contractor shall require each Subcontractor to: (a) maintain insurance coverages and limits of liability in accordance with the provisions of this Agreement, if agreed to by the Town of Lansing, in advance of any work being undertaken); and (b) name the Town of Lansing, the Contractor, and their respective elected officials, public officers, Boards, directors, officers, employees and agents as Additional Insureds on a direct primary basis under its Commercial General Liability insurance policy.
- 2) The Contractor is responsible for obtaining and providing the Town of Lansing Certificates of Insurance from each Subcontractor, evidencing coverage in accordance with the requirements applicable to Subcontractors under these Insurance Requirements, and the Contractor shall not permit Subcontractor's work to be undertaken until Subcontractor's compliance with such requirements is evidenced.

10. Indemnity.

To the fullest extent permitted by law, the Engineer agrees to fully defend, indemnify and hold harmless the Town, its elected officials, public officers, employees, and agents from and against all claims, actions, suits, demands, complaints, damages, liabilities, obligations, losses, settlements, judgments, governmental investigations, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, to the extent caused by, resulting from or arising out of the negligent acts or omissions of Engineer or Engineer's employees, agents or subcontractors, in connection with this Agreement. To the extent the Town is negligent, Engineer's duty to indemnify the Town shall not extend to the proportion of loss attributable to the Town's negligence.

11. Engineer May Not Assign.

This Agreement may not be assigned by the Engineer without the previous written consent to such assignment from the Town, which consent may be withheld entirely at the discretion of the Town, it being understood that the Town is making this Agreement personally with the Engineer and is not intending that it be performed by any other person or entity.

12. Binding Nature of Agreement.

This Agreement is binding upon the parties, their respective representatives, and successors and, when assignment is permitted, assigns.

13. Governing Law, Jurisdiction, and Enforcement.

This Agreement is made in New York and shall be construed under the laws of the State of New York without regard to, or the application of, New York State's choice of law provisions. Both parties consent that if any

action is brought to enforce this Agreement, it shall be brought only in an appropriate Court in Tompkins County, New York, and both parties consent to the jurisdiction of such court.

14. Notices.
Any notices or other communications given under or in relation to this Agreement shall be deemed duly given if served personally or by commercial courier service upon the other party at the address set forth above, or, if the mails are operating, mailed by certified mail to the other party at the address set forth above, return receipt requested. All notices shall be effective upon the date of receipt. Either party may change the address to which notices are sent by giving notice of such change in the manner set forth above to the other party.

15. Entire Agreement.
This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements, negotiations, or understandings, existing between the parties. This Agreement may be amended only by written instrument signed by each party.

16. Survival.
The rights and obligations of the respective parties under Section 10 (Indemnity), Section 12 (Binding Nature of Agreement), Section 13 (Governing Law, Jurisdiction, and Enforcement), and Section 17 (Claims and Disputes Arbitration) shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect.

17. Claims and Disputes Arbitration. The Town may elect to subject disputes arising out of this Agreement to resolution by mediation, arbitration, or litigation. This election can be made at any time up until sixty (60) days after the claim or dispute arises in writing. If the Town does not make an election, the dispute shall be subject only to litigation. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the Town shall be the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Engineer hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration.

18. Severability.
If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the parties to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be deemed severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated.

19. This Agreement shall be deemed executory only to the extent of money available to the Town for the performance of the terms thereof. In accordance with the guidance of State Finance, Local Finance, and Town Laws the Town shall have no liability to Contractor or any third party beyond the funds appropriated and made available for payment and

performance under this Agreement, and neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or to become due under this Agreement.

20. Any clause or provision required to be in this Agreement by law, such as but not limited to OFAC compliance, IDA requirements, Sexual Harassment Training requirements, McBride Fair Employment Practices, and EEOC compliance clauses, shall be deemed incorporated herein by reference whenever so required, and the parties agree that the absence of 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 clauses or requirements when required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day(s) and year written below.

TOWN OF LANSING

Delaney CMS, LLC

By: _____
Ruth Groff
Town Supervisor

By: _____
Mary Kathleen Delaney
Delaney CMS - Owner

Date: _____

Date: _____

Exhibit A



April 22, 2026

Ruth Groff
 Town Supervisor
 Town of Lansing
 29 Auburn Road
 Lansing, NY 14882

RE: Town of Lansing Planning and Land Use Fee Study

Ruth,

As requested, find below our lump sum proposal of \$9,720 to perform a study to determine the Planning and Land Use Fee Structure for the Town of Lansing.

DELANEY CMS STAFF		SCOPE	RATE	HOURS	TOTAL
Person	Title				
Dr. Joseph W. Delaney, PE, PgMP, CCM, LEED AP	Director, Preconstruction Services	Forensic Analysis and Data Gathering	\$ 90	20	\$ 1,800
		Base Fee Development		16	\$ 1,440
		Escrow Structuring		24	\$ 2,160
		Legal Review and Codification		16	\$ 1,440
		Fee Determination Report		24	\$ 2,160
		Public Presentation		8	\$ 720
TOTAL COST (LUMP SUM)				108	\$ 9,720

As discussed, a detailed scope of work is attached. We have also included Delaney CMS's qualifications and staff resumes. Delaney CMS is a New York State Certified Women Owned Business Enterprise (WBE).

Mary Kathleen Delaney
 Owner

Mary Kathleen Delaney

Delaney CMS, LLC
 702 Curran Rd
 Shortsville, NY 14585
 Phone: (315) 702-2592
 Email: marykate@delaneycms.com
 Website: delaneycms.com



SCOPE OF WORK

Town of Lansing

Planning and Land Use Fee Recommendation Scope of Work

Phase 1: Forensic Analysis & Data Gathering

- **Initial Kickoff & Scope Alignment:** Meet with the Lansing Town Supervisor, Planning Department, and Public Works staff to outline the project phases and identify current pain points in the application review pipeline.
- **Historical Data Audit:** Conduct a forensic analysis of recent land use applications, building permits, and infrastructure fees to determine where the Town historically absorbed unrecovered consultant costs.
- **Time-Tracking Baseline:** Establish the average internal staff time (intake, routing, basic file management, routine in-house review) required for standard applications to form the baseline for the administrative fee.
- **Evaluate Current Ordinances:** Review existing municipal code language regarding fee collection and escrow accounts to identify gaps in legal authority or collection triggers.

Phase 2: Base Administrative Fee Development

- **Rational Nexus Modeling:** Calculate the true cost of municipal overhead for standard, predictable applications (e.g., minor subdivisions and basic site plans).
- **Draft Flat-Fee Matrix:** Develop a legally defensible flat-fee schedule that covers these internal costs without crossing the threshold into an unauthorized tax.

Phase 3: Complex Land Use Escrow Structuring

- **Define Escrow Triggers:** Establish clear criteria for which applications require a Consultant Fee Escrow (e.g., major subdivisions, PUDs, applications requiring SEQRA EIS, complex SWPPPs).
- **Develop Deposit Multipliers:** Build mathematical models to size the initial escrow deposit based on project scale (e.g., \$X per lot, \$Y per disturbed acre, or a percentage of estimated infrastructure costs).
- **Draft Replenishment Mechanisms:** Write the operational procedures for the "Pencils Down" threshold—specifying the exact balance that triggers a stop-work order on municipal review until the applicant replenishes the funds.

Phase 4: Legal Review & Codification

- **Municipal Counsel Collaboration:** Work directly with the town's attorney (e.g., Guy Krogh) to review the proposed fee matrices and escrow mechanisms for strict legal defensibility.
- **Enablement Language Drafting:** Assist in drafting the specific local law text required to formally authorize the escrow requirements, eligible third-party billing categories, and the refundability of unspent funds.

Phase 5: Systems Integration & Final Delivery

- **Excel Calculation Models:** Finalize the dynamic Excel workbooks that town staff will use to calculate initial deposits and track drawdowns.
- **Software Workflow Mapping:** Coordinate the integration of the new fee structures and matrices into the Town's digital permitting environment, ensuring compatibility with platforms like OpenGov and updating relevant GIS tracking layers.
- **Board Presentation:** Finalize the comprehensive Fee Recommendation Report and present the methodology and financial models to the Town Board or relevant committees for adoption.



QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES



Delaney CMS is a client focused firm specializing in the hands-on management of construction projects. We have worked on a diverse range of project types both private and public. Depending on the needs of the project or program, we have had great success providing these construction phase services for our clients:

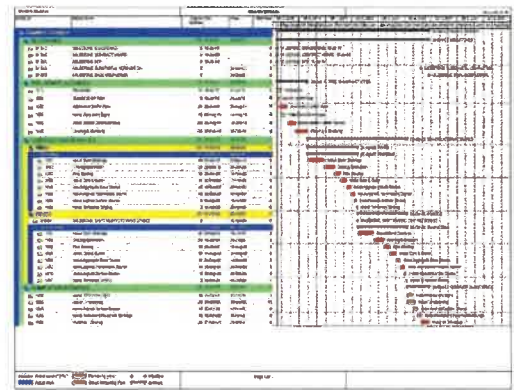


- **Design-Build**
- **CM-at-Risk**
- **Agency Construction Management**
- **Clerk-of-the-Works**
- **Construction Inspection**

But don't just take our word for it. Feel free to contact our clients directly. Project profiles and contact information are provided on our website: delaneycms.com

In addition to our highly valued construction phase services, Delaney CMS also provides professional services during the initiation and planning phases of capital projects, including:

- **Parametric Estimating**
- **CPM Scheduling**
- **Architecture and Civil Design**
- **Design QA/QC Reviews**
- **Constructability Reviews**
- **Value Engineering**



At Delaney CMS we are proud of our resume of project successes as evident by the many testimonials we have received for a job well done. We have an incredible track record of completing all our projects on-time, within budget, and to a high level of quality. Here are a handpicked few examples of client testimonials:

"As Construction Manager, Mary Delaney has exhibited a genuine commitment to a team approach, working closely with the client, design team, and contractors to meet the client's vision for the project."

- Shara Welch, King and King Architects
AJ Smith Elementary Renovations - \$8.7 Million
Contact: (315) 882-6180

"Mary Delaney helped resolve problems that the sub-primes encountered such as competition for working space, making sure material deliveries were appropriate and finding quick solutions when the construction documents proved impractical in the field. My opinion is that she has a level of construction knowledge and experience that is hard to duplicate."

- Dr. David Boyle, Project Director
New Cayuga/Onondaga BOCES - \$42 Million
Contact: (716) 474-2661

"After many mishaps, we decided to part ways with the architect and needed someone to recover the project, Delaney CMS stepped up and rose to the challenge. They were the main reason we could successfully complete our project."

- Joe Hartrich, Owner
American Harley Davidson Retail Renovation - \$1.3 Million
Contact: (716) 692-7200

Delaney CMS, LLC
702 Curran Rd
Shortsville, NY 14548
(315) 702-7592
Marykate@delaneycms.com
www.delaneycms.com



**Certified
Women-Owned
Business Enterprise**



Delaney CMS: Elevating Your Project from Inception to Closeout

A Message from Mary Kathleen

For years, Delaney CMS has been your trusted partner during the construction and execution phases. Today, I am proud to announce that we are bringing that same standard of excellence to the very beginning and end of the project lifecycle.

We have officially expanded our **Preconstruction and Project Closeout Services**, led by a new director, Dr. Joseph W. Delaney, PE, PgMP, CCM, and LEED AP, who brings an elite level of technical and academic authority to our firm.

Preconstruction Services: Parametric Estimating, Facility Appraisals (RCNLD Approach), CPM Scheduling, QA/QC Design Reviews, Value Engineering, Constructability Reviews, and Building Condition Surveys. **Closeout Services:** Financial Audits (Design-Build, CM at Risk, GMP), MWBE/SDVOB audits, and closeout process management.

Elite Technical Leadership

Joe's rare combination of academic achievement and over 40 years of industry leadership ensures that your project's earliest decisions are grounded in engineering fundamentals, constructability, and fiscal responsibility.

Our Leadership Credentials:

- **PHD Civil Engineering**, The State University of New York at Buffalo
- **Licensed Professional Engineer:** New York, Mississippi, and New Jersey
- **Certified Construction Manager (CCM) and Program Management Professional (PgMP).**
- **LEED Accredited Professional.**
- **Graduate: American Council of Engineering Companies Senior Executive Institute**
- **Published Author:** Wrote *Construction Program Management*, sponsored by the Project Management Institute (PMI).
- **Industry Awards:** Former **Engineer of the Year** at Peter Kiewit & Sons and recipient of the **Cornell University Constructability Award.**
- **Academic Awards:** **Most Valuable Professor Award**, first pitch at a University of Memphis baseball game. Graduate: **Faculty Leadership Institute**, University of

Southern Mississippi. **Academic Scholarship:** Associated General Contractors of America, University at Buffalo, PhD program.

Proven Cost Certainty: By the Numbers

We provide a roadmap for fiscal responsibility through reliable parametric and conceptual estimating. Our methodology includes historical cost modeling and continuous validation to eliminate "scope drift".

Performance Snapshot (Last Two Years – Senior Leadership):

- **\$414 Million:** Total construction value estimated across 59 diverse projects.
- **±8% Accuracy:** Parametric estimates consistently perform within 8% of final bid results.

Breadth of Experience: | Sector | Construction Value (\$M) | No. of Projects | | **Building** | \$145M | 25 | | **Wastewater & Water** | \$124M | 15 | | **Marine** | \$93M | 1 | | **Site / Civil** | \$43M | 15 | **Solar** | \$5M | 3 |

The Delaney Advantage: Senior Expertise, Lean Rates

As a **New York State-certified WBE firm**, Delaney CMS offers a unique value proposition: premium, senior-level oversight without the overhead of a large firm.

- **Exceptional Value:** Access top-tier leadership at rates **20% to 50% below industry averages**.
- **Risk Mitigation:** Early identification of cost, schedule, and procurement risks protects your bottom line.
- **Direct Accountability:** You receive senior expertise—not junior staffing models—resulting in superior ROI.

Ready to start your next project with total cost certainty? Please contact me directly to discuss how our enhanced preconstruction and closeout services can support your upcoming goals.

Mary Kathleen Delaney



CREDENTIALS-CERTIFICATIONS



NEW YORK STATE MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE") CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a
Women Business Enterprise (WBE)
pursuant to New York State Executive Law, Article 15-A to:

Delaney CMS, LLC

Certification Awarded on: March 14, 2025
Expiration Date: March 14, 2030
File ID#: 57184



The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number: 074103-01

Certificate Number: 2342914

DELANEY JOSEPH WILLIAM
14740 LEAVELL
BYHALIA MS 38611-0000



is registered to practice in New York State through 06/30/2026 as a(n)
PROFESSIONAL ENGINEER

LICENSURE REGISTRANT
[Signature]
EXECUTIVE SECRETARY

[Signature]
COMMISSIONER OF EDUCATION
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

[Signature]
SARAH D. BENSON

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STAFF
RESUMES



MARY KATHLEEN DELANEY

PERSONAL

Mary Kathleen Delaney
702 Curran Road
Shortsville, NY 14548

(315) 702-7592 (C)
marykate@delaneycms.com

EDUCATION-CREDENTIALS

Pace University
NYS Certified Construction
Manager New York, NY 2016

NYS CDEA NYS DEC
4-Hour Erosion & Sediment Control Training

OSHA
10-Hour Occupational Safety and Health
Training

Asbestos Awareness for Entry
Requirement of 29
CFR1919.1001 (j) (7)

Primavera
Systems
Expedition
Course E202

LEEDPASS
LEED 2.2-Green Building and Sustainable
Construction

NYS Department of State
Notary Republic License

PROFESSIONAL PROFILE

Mary Kathleen is Owner and CEO. She is accountable for each project's success, including the quality of services and the satisfaction of our clients and partners. In addition to her role as Owner and CEO, Mary Kathleen is directly engaged in the execution phase of our most critical construction projects. Mary has over 20 years of experience coordinating, managing, and inspecting construction projects ranging on a scale from several thousand to several million dollars. She was, for example, the lead on-site Construction Manager on Delaney CMS's \$8.7 Million renovations and addition project at the AJ Smith Elementary School in Union Springs, New York. And she is currently the on-site Construction Manager for the renovation of the Heritage Visitors Center in Seneca Falls, New York.



MARY KATHLEEN DELANEY

RECENT PROJECT EXPERIENCE

Municipal:

- Heritage Visitors Center Renovations, Construction Management, Seneca Falls, NY – Contract Value \$525K.

Heavy Civil:

- New York State Fairgrounds, CPM Schedule and Updates, Syracuse, NY – Contract Value \$28M.

Higher Education:

- Cornell University, New Waste Steam Management Facility, Ithaca, NY – Contract Value \$8M

K-12:

- Renovation and Addition to AJ Smith Elementary, Construction Management, Unions Springs, NY – Contract Value \$8.7M.
- Moravia CSD, Additions and Renovations, Moravia, NY – Contract Value \$27M.
- Cayuga Onondaga BOCES, New Regional Education Center, Auburn, NY – Contract Value \$42M.
- DCMO BOCES, Additions and Renovations, Norwich, NY – Contract Value \$48M.
- Indian River CSD, Additions and Renovations, Philadelphia, NY – Contract Value \$39M.
- New Hartford CSD, Additions and Renovations, New Hartford, NY – Contract Value \$25M.
- Union Springs CSD, Old Stone Schoolhouse Renovations, Union Springs, NY – Contract Value \$300K.

LEED Certified Project Experience:

- Cayuga Onondaga BOCES, New Regional Education Center, Auburn, NY – LEED Silver in 2009.

PROJECT AWARDS

- DCMO BOCES, Silver Award for Construction Management Services, ACEC New York (2011)
- Cayuga / Onondaga BOCES, Gold Award for CM Services, ACEC New York (2009)



JOSEPH DELANEY

PERSONAL

Dr. Joseph W. Delaney, PE, PgMP, CCM, LEED AP
702 Curran Road
Shortsville, NY 14548

(585) 943-1136 (C)
jwd@delaneycms.com

EDUCATION

State University of New York at Buffalo
PhD, Civil Engineering, Graduated 2/2018

State University of New York at Buffalo
M.S. Civil Engineering, Graduated 6/1989

State University of New York at Buffalo
B.S. Civil Engineering Graduated 6/1987

PROFESSIONAL PROFILE

Joe Delaney is the Construction Services Group Manager, responsible for managing Delaney CMS's agency construction project/program management assignments. He is the former president of C&S Design Build Inc., C&S's program and construction management company, where he started the agency construction management business, and in his 12-year career there, developed it into the fastest-growing and most profitable of the firms' business units. At C&S, Joe was responsible for more than \$2 billion in completed projects in the education, municipal, wastewater, airport, and private development sectors. In his 39 years as a construction professional, Joe has served in many roles including those of project engineer, design coordinator, superintendent, construction manager, program manager, general manager, and president. Joe is a Licensed Professional Engineer, holds the Program Management Professional (PgMP) credential, is a Certified Construction Manager (CCM), and is a Leadership in Energy and Environmental Design Accredited Professional (LEED AP). In addition, he is an expert critical path method scheduler and has presented both nationally and internationally on construction, project, and program management.

Joe enjoys sharing his experience leading teams and has provided management training to senior management including his colleagues at the American Council of Engineering Companies Senior Executive Institute and at Fortune 500 companies, including Johnson & Johnson, Inc., and L3 Communications. Joe was recently the keynote speaker at the Tri-State Diversity Summit where he shared Delaney CMS's (a woman-owned business enterprise) vision for equality and empowerment.

Joe wrote a university textbook titled "Construction Program Management" which was published by CRC Press in 2013. It is used to teach undergraduate and graduate students and by practitioners to help them formulate a process-based approach for management of large projects and programs.



JOSEPH DELANEY

LICENCES, REGISTRATIONS & CETIFICATIONS

Professional Engineer, New York
 Professional Engineer, Mississippi
 Professional Engineer, New Jersey
 Certified by the NCEES National Register for Professional Engineers
 Program Management Professional (PgMP), Project Management Institute
 PgMP Exam Development Subject Matter Expert
 Certified Construction Manager (CCM), Construction Management Association of America
 Leadership in Energy and Environmental Design Accredited Professional (LEED AP), United States Green Building Council

ADDITIONAL TRAINING

American Council of Engineering Companies (ACEC) Senior Executive Institute (2011)
 University of Southern Mississippi Faculty Leadership Institute (2021)

AWARDS AND RECOGNITION

Outstanding Engineer of the Year Award, Kiewit Construction Company (1993)
 Constructability Award, Sage Hall Renovation Project, Cornell University (1997)
 Most Valuable Professor Award, First Pitch at College Baseball Game, University of Memphis (2022)

PUBLICATIONS

"The Relationship Between Competition and Cost Overruns", CMAA Journal, (2017)
 "Construction Program Management", Textbook, PMI Best Practices and Advances in Program Management Series, CRC Press — Taylor and Francis Group (2013)
 "Building Value with Agency CM," Campus Briefings Journal (2009)
 "The Agency CM Project Delivery Method," NYSCOSS Journal (2009)
 "A Case Study in the Effective Use of Schedule Control Techniques," CMAA Journal (2004)

SPEAKING ENGAGEMENTS

WEBINARS/SEMINARS

"Construction Scheduling and Cost Control", Full Day Webinar (2025, 2023)
 "Managing Construction Projects", Full Day Webinar (2022, 2023)
 "Practical Site Engineering: Science and Techniques", Full Day Webinar (2021, 2022, 2023)



JOSEPH DELANEY

SPEAKING ENGAGEMENTS (CONTINUED)

- "PA Construction Law", Full Day Webinar (2022)
- "Construction Project Management", Full Day National Webinar (2021)
- "Deep Dive into Construction Program Management", Half Day National Webinar (2021)
- "Practical Site Engineering: Science and Techniques", 13 -Full Day on Location Seminars, Nanuet, NY (2014), Essex, VT (2015), Albany, NY, Ronkonkoma, NY, Somerset, NJ, Scranton PA, Middleburg Heights, OH (2016), North Haven, CT (2016), Jessup, MD (2017), Rochester, NY (2018), New Orleans, LA (2019), Jackson, MS (2020).
- "Construction Project Management", Full Day on Location Seminar, Natick, MA (2019)
- "Construction Contract Workshop", 3 -Full Day on Location Seminars, Syracuse, NY, Albany, NY, Scranton, PA (2016)
- "PMP Certification Training", 3 —Full Day on Location Seminars, Cincinnati Electronics, Manson OH, IEC - Anaheim, CA, L3 - Torrance, CA (2015).
- "Advanced Program Management Training", L3 Communications, Full Day on Location Seminar, Salt Lake City, UT (2014)
- "Program Management Training", 3 Day on Location Training, New York State Power Authority, New York, NY (2014).
- "Retain, Expand, Develop, and Innovate with Customers", Strategic Strategies International, 3 Presentations of 2 Hours, Modular Webinars, Nationwide (2013 - 2014).
- "Risk Management", Full Day on Location Seminar, Johnson & Johnson, Somerville, NJ
- "PMP Test Preparation", 4 Day on Location Seminar, Johnson & Johnson, New Brunswick, NJ (2014)
- "PMP Test Preparation", 4 Day Seminar, New York State Power Authority, White Plains, NY (2014)
- "PgMP Training", 3 Day on Location Seminar, Johnson & Johnson Inc, New Brunswick, NJ, (2013)
- "Construction Program Management", 5 - Full Day on Location Seminars, Syracuse, NY, New York, NY, Albany, NY, Long Island, NY, Dallas TX, Houston TX. (2013)
- "Managing Construction Projects", 4 Hour Webinar, Nationwide (2010)
- "Managing Construction Projects in New York", Full Day Seminar, Syracuse, NY (2009, 2010)



JOSEPH DELANEY

SPEAKING ENGAGEMENTS (CONTINUED)

CONFERENCE PRESENTATIONS

- "Leveraging BIM and enhancing campus sustainability on Onondaga Community College's \$124M capital program," CMAA National Conference, Washington, DC (2011)
- "Keynote Speaker", Tri-State Diversity Summit, Syracuse, NY (2011)
- "Being the Boss is Hard," PMI- Syracuse, NY, ACEC SEI - Las Vegas, NV (2011)
- "Tough Times Mean Better Project Management," Johnson & Johnson's PM Summit, New Brunswick, NJ (2010)
- "The Emotional Side of Leadership," PMI Global Congress, Washington, DC (2010)
- "Time is Money," NYSCOSS Annual Meeting, Rochester, NY (2009)
- "Sustainable Construction," SPY ESF, Syracuse, NY (2008)
- "Managing a Capital Construction Project from Conception to the Opening Phase," NYSASBO, Rochester, NY, Poughkeepsie, NY, and Smithtown, NY (2007)
- "Managing LEED on the Cayuga Onondaga BOCES Project," CMAA National Conference, Tampa, FL (2006)
- "Time is Money, PMI Global Congress," Bangkok, Thailand (2006)
- "Effective Schedule Recovery," CMAA National Conference, Huntington Beach, CA (2005)
- "Scope and Change Control on the Clinton Square Renovation Project," PMI (2002)

COLLEGE TEACHING ASSIGNMENTS

UNIVERSITY OF MEMPHIS (2021-2022)

- Construction Estimating — CIVL 3691, 3 Undergraduate 3 Credit Courses, On Campus
- Construction Engineering —CIVL 4171, 3 Undergraduate 3 Credit Courses, On Campus
- Construction Planning and Scheduling —CIVL 4906, 3 Undergraduate 3 Credit Courses, On Campus

UNIVERSITY OF SOUTHERN MISSISSIPPI (2019-2021)

- Estimating 1 - AEC 254, 11 Undergraduate 3 Credit Courses, On Campus
- Structural Design - AEC 344, 3 Undergraduate 3 Credit Course, On Campus
- Construction Project Management - BCT 377, 5 Undergraduate 3 Credit Courses, On Campus



JOSEPH DELANEY

COLLEGE TEACHING ASSIGNMENTS (CONTINUED)

Construction Planning and Scheduling - AEC 258, 2 Undergraduate 3 Credit Courses, On Campus

History of the Built Environment - AEC 101, Undergraduate 3 Credit Course, On Campus

NORWICH UNIVERSITY (2019)

Information Technology - CIE 545, Graduate 3 Credit Course, Online

STATE UNIVERSITY OF NEW YORK AT BUFFALO (2017)

Project Management - CIE493, Undergraduate 3 Credit Course, On Campus

PROJECT EXPERIENCE

Delaney CMS
Delaney Parametric Design
Buffalo Bid Analytics

Shortsville, NY

5/2012 — Present

Delaney CMS is a woman owned business enterprise founded in 2008. Its primary service is agency construction management/extension of staff. Website: delaneycms.com

Title: Manager, Agency Construction Management

Projects:

- Beacon Island Wind Manufacturing Facility Pad Ready Construction, Port of Albany, Construction Program Management, \$150M. (2023 – Present).
- City of Albany, DGS Building Renovations, DD Estimate, \$892K, 2025
- Clyde Water Treatment Facility, Village of Clyde, Construction Management, \$2.6M, (2025-Present).
- Heritage Center Renovations, Town of Seneca Falls, Construction Management, \$525K, (2025-Present).
- Renovations and Addition to AJ Smith Elementary, Union Springs CSD, Full Scope CM Services, Union Springs, NY, \$8.5 M, (2018)
- New York State Fairgrounds Renovations, CPM Scheduling, The Wesson Group, \$28.5 M, (2016)
- Barrett and Polk Elementary School Additions, Alexandria City School District, Full Scope CM Services, Washington, DC \$4.5 M, (2015).
- Sandy Hook Emergency Repairs, CM Extension of Staff Services, Sandy Hook, NJ, \$2.3M. (2014)



JOSEPH DELANEY

PROJECT EXPERIENCE (CONTINUED)

Delaney Parametric Design is a full-service engineering design company that utilizes BIM and other cutting-edge techniques to provide superior design services to private and public clients.

Title: President and Lead Designer

Projects:

- Black River Public Library Expansion, Design Lead and PM, Black River, NY \$300K, (2018)
- Development of Water/Sewer District No. 2., Design Lead and PM, Springport, NY, \$1.8 M (2021).
- Renovation and Addition to an American Harley Davidson Retail Center, Design Lead and CM, North Tonawanda, NY \$2.5 M, (2016)

Buffalo Bid Analytics is a consulting firm which utilizes an expert system, developed in-house, to analyze construction bid results and give recommendations on the award of contract.

Labella Associates/Chazen Companies

Rochester, NY 5/2018 —Present

Founded over 70 years ago, The Chazen Companies is an employee-owned, multi-disciplinary firm providing civil engineering, land surveying, planning, environmental and safety consulting, code services, landscape architecture, construction services, transportation planning and traffic engineering to clients in the private and public sectors. Recently The Chazen Companies was purchased by Labella Associates.

Title: Director, Construction Management Services, Construction Services Manager, Senior Civil Engineer, Contract Employee

Joe started Chazen’s agency construction management business unit and secured its first two major assignments: The \$ 5.3M Lake George CSD project and the \$3.4M Queensbury Vehicle Garage project. During his academic career, Joe was an on-call employee supervising the completion of these two projects and providing QA/QC construction document reviews, estimating, and schedule control, for a diverse range of projects. Joe is currently working as a part-time contract employee. In that role he manages construction projects from initiation to closure. Joe is also the go-to resource for estimating and CPM scheduling on the firm’s more complex projects.

C&S Companies Syracuse, NY 5/2000 — 5/2012

C&S Companies is a 400-person organization founded in 1968. Its services include engineering design, construction-at-risk, agency construction management / design-build, and facilities operations.

Title: President, Agency Construction Management



JOSEPH DELANEY

PROJECT EXPERIENCE (CONTINUED)

Joe was responsible for overseeing C&S's agency construction management business unit and the successful delivery of each project. The agency CM business unit consisted of a team of 55 members. Joe started the business unit for C&S in 2000. The group made \$10M in fees in 2011 and put \$2B worth of construction in place over the last 10 years. Listed below are the projects where he played a significant project level role.

Projects:

Alternative Project Delivery:

- Emerson Park Pavilion Renovation, Auburn, NY — Contract Value \$4.5M (design-build / bridging).
- CNY Community Foundation, New Headquarters, Syracuse, NY—Contract Value \$4M (design-build /bridging).

Higher Education:

- SUNY Cortland, New Student Center, Portland, NY —Contract Value \$51M.
- Onondaga Community College, SRC Event Center, Syracuse, NY — Contract Value \$24M.
- SUNY Canton, New Convocation Athletic Recreation Center, Canton, NY — Contract Value \$31.5M.
- Cornell University, New Waste Steam Management Facility, Ithaca, NY — Contract Value \$8M

K-12:

- Union Springs CSD, Additions and Renovations, Union Springs, NY — Contract Value \$15M.
- Moravia CSD, Additions and Renovations, Moravia, NY — Contract Value \$27M.
- Cayuga Onondaga BOCES, New Regional Education Center, Auburn, NY — Contract Value \$42M.
- DCMO BOCES, Additions and Renovations, Norwich, NY — Contract Value \$48M.
- Indian River CSD, Additions and Renovations, Philadelphia, NY — Contract Value \$39M.
- New Hartford CSD, Additions and Renovations, New Hartford, NY — Contract Value \$25M.
- Union Springs CSD, Old Stone Schoolhouse Renovations, Union Springs, NY — Contract Value \$300,000.

Transportation:

- Redevelopment of Clinton Square and Surrounding Streets, Syracuse, NY—Contract Value \$9M.



JOSEPH DELANEY

PROJECT EXPERIENCE (CONTINUED)

Water & Wastewater:

- New Public Water Tank Reservoirs, Syracuse, NY — Contract Value \$50M.
- New Ammonia and Phosphorous Removal Facility, Syracuse, NY — Contract Value \$133M
- Renovation of Kirkpatrick Street Pump Station, Syracuse, NY — Contract Value \$11M.
- New Regional Treatment Facility, Syracuse, NY — Contract Value \$73M.
- New BAF Facility, Binghamton, NY — Contract Value \$60M.

General Building:

- George Harvey Justice Center Renovations, Binghamton, NY — Contract Value \$17M.
- ABC Extreme Makeover, Home Edition, Geneva, NY — Cost Undisclosed.

LEED Certified Projects:

- CNY Community Foundation, New Headquarters, Syracuse, NY — LEED Certification is pending.
- Cayuga Onondaga BOCES, New Regional Education Center, Auburn, NY — LEED Silver in 2009.
- C&S Companies, Headquarters Addition, Syracuse, NY — LEED Certified in 2008.

Project Awards:

- CNY Community Foundation, a Time to Build Award, Best Commercial Development and Finalist for Best Green Project Renovation, Central New York Business Journal (2011)
- DCMO BOCES, Silver Award for Construction Management Services, ACEC New York (2011)
- Cayuga / Onondaga BOCES, Gold Award for CM Services, ACEC New York (2009)
- Binghamton Wastewater Treatment Facility Upgrades, Diamond Award, ACEC New York (2008)
- Metropolitan Syracuse Wastewater Treatment Plant ammonia and phosphorous removal facility; Project of the Year, American Public Works Association, Diamond Award, ACEC New York (2005)
- Redevelopment of Clinton Square & Surrounding Streets — Project of the Year, Project Management Institute and American Public Works Association (2002)

Yonkers / Granite AJV

Atlantic City, NJ 1997 — 2000

Title: Design Manager (design phase) and Deputy Project Manager (design & construction phase)



JOSEPH DELANEY

PROJECT EXPERIENCE (CONTINUED)

Project:

- Atlantic City / Brigantine Connector, New Tunnel / Roadways, Atlantic City, NJ— Contract Value \$330M (design- build).

Beacon Construction Ithaca, NY

1996 — 1997

Title: Structures Superintendent

Project:

- Cornell University, Sage Hall Renovations, Ithaca, NY — Contract Value \$40M.

Peter Kiewit Sons, Inc. Framingham, MA

1989 — 1996

Title: Project Engineer / Field Engineer

Projects:

- Whitehall Ferry Terminal Emergency Repairs, New York, NY — Contract Value \$8M.
- Manhattan Bridge, Structural Repairs, New York, NY — Contract Value \$120M.
- Route 34/8 Interchange Modifications, Waterbury, CT — Contract Value \$34M.
- Charter Oak Bridge Modifications, Hartford, CT — Contract Value \$33M.
- Memorial Bridge Repairs, Springfield, MA — Contract Value \$24M.
- Hutchinson River Parkway Bridge Repairs, New York, NY —Contract Value \$21M.
- New Beth Israel Garage, Boston, MA—Kiewit was the contractor for this project and Beacon Construction was the construction manager. During this project, Joe joined Beacon Construction. Contract Value \$25M.

Termini Associates Buffalo, NY

1986 —1989

Title: Environmental Engineer

Joe worked for Termini Associates while he pursued his undergraduate and graduate degrees.



JEFFREY TRAVER

PERSONAL

Jeffrey W Traver, PMP
207 Lawdon Street
North Syracuse, NY 13212

(315) 412-2038 (C)
Jefftraver@delaneycms.com

EDUCATION - CREDENTIALS

Arizona State University,
Bachelor's Degree
Mechanical Engineering

Project Management Institute
Project Management Professional Certification

Villanova University
Project Management Professional Training

OSHA
30 Hour Construction Safety Certification

NYS CDEA NYS DEC
4-Hour Erosion & Sediment Control Training

US Army Corps of Engineers
Quality Management Certification

EPA
LEED Certification Renovator Training

CPR Certification

PROFESSIONAL PROFILE

Jeff has extensive experience in construction management and inspection. This includes his time as the Senior Inspector and Construction Manager on several wastewater conveyance and treatment plant projects for the \$650 Million Onondaga Lake Cleanup Program. As a lead Construction Manager, Resident Project Representative, Quality Control Manager, and Senior Inspector, he has over 35 years of diverse project experience in organizing and leading construction crews and in supervising on-site construction operations for Owners, Design Engineers, Construction Managers, and General Contractors. This includes activities such as performing daily inspection and progress documentation, SWPPP and other environmental compliance monitoring, coordinating with A/E design teams, conducting project status meetings, monitoring and reviewing project correspondence and submittals, project schedule management, and providing quality assurance oversight of QC programs. Jeff is certified by the Project Management Institute as a Project Management Professional (PMP).



JEFFREY TRAVER

RECENT PROJECT EXPERIENCE

- Village of Clyde, New Water Treatment Facility, Clyde NY. Jeff is the Resident Project Representative for the construction of a new Water Treatment Plant and removal of the existing plant, at a remote site in Wayne County, NY. He is responsible for construction management and coordination of the multiple prime contractors as well as inspection of the work for conformance with the contract documents.
- Town of Indian Lake, Lake Adirondack Dam, Indian Lake NY. Jeff was the full time on-site Senior Inspector for this critical renovation of a class "C" (High Hazard) concrete gravity dam. Construction included replacing the low-level outlet control system, spalling, and deteriorated concrete on the spillway and training walls; mitigating seepage at the toe and around the low-level outlet; and improving the capacity of the toe drain system.
- National Park Service, Fort Hancock, Historic Building Renovation, Sandy Hook NJ - Jeff was the Resident Project Representative for this emergency historic renovation project. A historic building was damaged by Super Storm Sandy and renovated into living quarters for NPS employees. The facility was retrofitted with dorm style rooms, gathering spaces, kitchen areas, parking lots, state-of-the-art HVAC, security, and technology
- Washington Metropolitan Area Transit Authority, New Headquarters, New Carrollton, MD. The \$240M. 12 story facility included the most modern amenities for HVAC, security, FA, and technology. The building featured office spaces, medical exam rooms, meeting rooms, kitchens, break rooms, evidence storage rooms, a fitness center, locker rooms and an extensive green roof. Jeff was the MEP Quality Control Manager for the General Contractor responsible for inspection, daily quality reports, photo documentation, LEED submittals, verification of all materials and equipment per approved submittal, coordinating required testing, inspection and documentation of start-up and training of all equipment. The project was awarded the LEED Gold certification.
- Cayuga Onondaga BOCES, New Vocational School, Auburn NY. Jeff was the Resident Project Representative responsible for managing construction of the \$43M. LEED Certified vocational campus. Responsibilities included coordinating construction activities of six prime contractors, tracking of CPM project schedule and project budget. Performed cost analysis of change order work and approval of payment applications. Expedited SWPPP reporting and LEED certification document requirements. Completed review and inspection of work for conformance with the contract documents.
- Oneida County, Griffiss County Airport, Rome, NY. Jeff was the Resident Project Representative responsible for coordinating contract work to redevelop and construct several buildings under the M.A.P. program for relocation of the County Airport to the former Griffiss Airfield in Rome, New York. Performed inspection and coordination of up to 28 contracts at one time including redevelopment of a WWII hangar for use by Mohawk Valley Community College as training facility, construction of 28 T-Hangars, renovation of the airfield control tower, and B-1 bomber hangars and installation of jet fuel stations. Reported to the FAA on construction progress. Facilitated progress and coordination meetings. Expedited daily construction progress reporting and processing of payment applications and change order work. Delivered the projects on time and within budget.

**JEFFREY TRAVER****RECENT PROJECT EXPERIENCE (CONTINUED)**

- City of Syracuse, Redevelopment of Clinton Square, Syracuse NY. Jeff was responsible for construction management and inspection of the Soldiers and Sailors Monument, an integral part of the Clinton Square redevelopment project. Coordinated design and construction activities with several governmental agencies including the City of Syracuse, State Historic Preservation Office, and the Landmark Preservation Board. Other responsibilities on the Clinton Square Project included supervision and inspection of all M.E.P. trades for the construction of a “world class” ice skating rink and reflecting pool.
- Onondaga County WEP, Erie Boulevard Storage System Upgrades, Syracuse NY. Jeff was responsible for construction management and inspection of upgrades to the Erie Boulevard Storage System (EBSS), a large diameter storm sewer which serves as a Combined Sewage Overflow (CSO) Retention Facility that runs beneath Erie Boulevard in Syracuse, New York.
- Moravia CSD, District Wide Alterations and Additions Project, Moravia, NY. Jeff was the Resident Project Representative responsible for managing the preconstruction phases as well as the construction of \$27M. in improvements to the district’s buildings. Responsibilities include collaborating with the district’s fiscal advisors to maximize excel money funding for the project. Developed and balanced project budget hard and soft cost. Created project construction phasing plans for SED approval. Expedited development of front-end contract specifications and constructability review of the contract drawings. Managed development and updates of milestone schedules during preconstruction of the project to SED approval and award of contracts.
- Union Springs CSD, Multiple Projects, Union Springs, NY. Jeff was the Resident Project Representative managing preconstruction and construction phase services for the renovations of multiple buildings on the district’s three campuses. Total value of construction exceeded \$10M.

MOTION AUTHORIZING TOWN SUPERVISOR TO SIGN CONTRACT WITH DELANEY CMS, LLC TO PERFORM A STUDY ON PLANNING AND LAND USE FEES

MOTION 26-

MOTION AUTHORIZING TOWN SUPERVISOR TO SIGN CONTRACT WITH DELANEY CMS, LLC TO PERFORM A STUDY ON PLANNING AND LAND USE FEES

The Town of Lansing is in need of its planning and land use rate structure being updated to reflect legally defensible fees for services provided to applicants. The principals at Delaney CMS, LLC are qualified and experienced to perform a study to develop and update current fees and have submitted a proposal of \$9,720 to perform this work. This Motion is to authorize the Town Supervisor to sign the contract with Delaney CMS, LLC.

The question of the adoption of such Motion 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 Motion was approved, carried, and duly adopted on May 20, 2026.

**CONSTRUCTION AGREEMENT
WARREN ROAD SEWER DISTRICT
FARRELL ROAD PUMP STATION EMERGENCY GENERATOR PROJECT
PRC#2026004196**

THIS AGREEMENT (the "Contract") is entered into by and between the

TOWN OF LANSING, an incorporated municipal subdivision of the State of New York with an address of 29 Auburn Road, Lansing NY 14882 (the "Town"), and _____, of _____ (the "Contractor").

WITNESSETH, that the Town and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR - The Contractor shall furnish necessary labor, materials, tools, and equipment to provide the following professional construction, installation, and finish services:

In general the Work includes, but is not limited to installation of the Owner supplied natural gas generator and ATS, modification to the existing power distribution circuits, and permitting at the Farrell Road Pump Station, in the Town of Lansing, Tompkins County, New York.

All such materials, labor, supplies, work, permits, and the finished products (the "Work") shall be in accord with Contractor's bid and supplemental specifications, incorporated herein, and at a lump sum price of \$_____ all labor and materials included (tax exempt).

ARTICLE 2. TIME OF COMPLETION - The Work under this Contract shall be completed by October 31st, 2026. Time of completion is of the essence in this Contract.

ARTICLE 3. PAYMENT TO CONTRACTOR - Contractor shall be paid in full upon substantial completion and after inspection and approval by the Town, unless the Town elects its right to retainage for punch list or warranty items, such retainage to be paid after completion of such identified Work and final inspection and approval thereof. All materials and Work shall be and become the property of the Town upon installation or application, and Contractor waives it's right to file any mechanic's or other liens against the Town or the property or land or buildings improved. This provision shall not be construed as relieving the Contractor of sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the Town to require fulfillment of all the terms of the Contract. The Contractor agrees to indemnify and save the Town harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and those furnishing machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. The Contractor must, at the Town's request, provide satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so then the Town may either pay unpaid bills of which it has written notice, or direct withholding of such amounts from sums due Contractor until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made in accordance with the terms of this Contract. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Town and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligation under this Contract, including but not limited to bond and warranty obligations, if any, or the duty to pay materialmen and laborers and contractors and to indemnify the Town.

The Contractor and every subcontractor shall submit to the Town, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The filling of payrolls with the Town is a condition of payment. The Contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

ARTICLE 4. CONTRACTOR'S INDEMNITY AND INSURANCE - Contractor shall indemnify, hold harmless and defend Town, its officers, employees, agents, and elected officials for injury or death to any person or persons or damage to or loss of property arising out of the performance of this Contract by the Contractor, its employees, subcontractors or agents (except all actions and claims arising out of the negligence of Town). The Contractor shall be fully responsible

the worksite and shall indemnify and hold harmless Town, its officers, employees, agents, and elected officials against any and all claims for injury to persons, including employees of the Contractor or any subcontractor, where such claim asserts that the injury was the result of conditions of the worksite or that Town, its officers, employees, agents, and elected officials, were in any way negligent in the hiring of the Contractor or any subcontractor to do the Work, or as related to any failure to maintain a safe worksite. Neither the Town nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the Work, or to any part or parts thereof, or to any materials, equipment, or other property that may be used therein or placed upon the ground during the progress of the Work. Neither the Town nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Town or others, occurring during or resulting from the Work. The Contractor shall properly guard against all injuries and damages. All indemnities herein provided shall be provided only to the extent permitted by law.

The Contractor shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A. Workers' Compensation - Statutory coverage complying with NYS Workers' Compensation Law § 57 and General Municipal Law § 125, as evidenced by one of the following:

- CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>; OR
- CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version); OR
- SI-12 - Certificate of NYS Workers' Compensation Self Insurance; OR
- GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability - \$1,000,000.

B. Disability Benefits Requirements - Statutory coverage complying with NYS Workers' Compensation Law § 220(8) under General Municipal Law § 125, as evidenced by one of the following:

- CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; OR
- DB120.1 - Certificate of Disability Benefits Insurance; OR
- DB155 - Certificate of Disability Self-Insurance.

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits (Coverages A and B) must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, or Bureau of Compliance at (866) 546-9322).

C. Commercial General Liability including contractual, independent contractors, products/completed operations:

- Each Occurrence \$2,000,000 per project.
- General Aggregate \$5,000,000 aggregate per project.
- Full building replacement cost coverage for fire and other losses.
- Products/Completed Operations \$2,000,000 aggregate per project.
- Personal and Advertising Injury \$1,000,000
- Fire Damage Legal \$100,000
- Medical Expense \$5,000
- Additional Insured endorsements required for ongoing operations and completed operations.
- Labor Law and elevated workplace or injury liability exclusions are not permitted; Acord 855 is required.

NOTE: General Aggregate shall apply separately to the Project prescribed in the Contract. It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate and require the use of occurrence liability forms. Town and its officers, employees, agents, and elected officials and T.G. Miller P.C. are to be included as Additional Insureds on a primary and noncontributory basis for both ongoing and completed operations.

D. Business Auto Coverage Liability for Owned, Hired and Non-Owned Autos

- \$1,000,000 CSL or 500,000 per Person BI
- \$1,000,000 per Accident BI
- \$250,000 PD Split Limits

E. All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best’s rating of A XI or better. Proof of insurance shall be provided on the Accord Certificate of Insurance, Accord 25 (05/2010), or insurance company certificate, and Acord 855 is required. All Certificates shall contain a 60-day notice of cancellation, non-renewal, or material change to Town. All Certificates must be signed by a licensed agent or authorized representative of the insurance company – broker signature is not acceptable. Certificates of Insurance shall be submitted with the signed Contract, and an insurance binder shall be presented within 10 days of Bid Award.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR - The Contractor represents and warrants that it is financially solvent, experienced in and competent to perform the type of Work herein to be furnished, and that it is familiar with all federal, state, municipal, and department laws, ordinances, and regulations which may in any way affect the Work or those employed therein. Contractor also warrants that it, and none of its owners, are upon any NYS debarment lists, including as maintained by the Department of Labor and the Workers’ Compensation Board.

ARTICLE 6. PERMITS AND REGULATIONS - The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder, and shall comply with all laws, regulations, and safety requirements for the Work, including Labor Law § 200 et seq., and all elevation related and environmental hazards posed by exposure to VOCs and any substances used in relation to the project. Contractor shall maintain on site a proper first aid kit, all MSDS data sheets required, and meet all other safety requirements.

ARTICLE 7. EXTRA WORK - This Contract may be modified or changed by the Town from time to time pursuant to a duly approved change order agreed to and executed by the Contractor, whose agreement may not be unreasonably withheld if the Town pays for applicable increases in costs plus 10% for profits and overhead.

ARTICLE 8. DISPUTED WORK - The Contractor may dispute any directions or orders to complete any Work and if the Town determines that the Work in question is Contract Work (and not extra work), or that the determination or order complained of is proper, it will direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve its right to claim compensation for such work, or damages resulting from such compliance, the Contractor must, within 10 days after receiving notice of the Town’s determination and direction, notify the Town Supervisor in writing that the work is being performed, or that the determination and direction is being complied with, under protest. If the Contractor files such a 10-day notice or protest, the Contractor shall, within 20 days thereof, submit to the Town a verified, detailed statement of the costs or damages sustained, together with documentary evidence of such damages. Upon failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. These terms do not alter or supplant the Contractor’s duty to issue a legal Notice of Claim in relation to any claims of breach, or as to any other claims.

ARTICLE 9. PERFORMANCE OF EXTRA OR DISPUTED WORK - While the Contractor is performing any extra work ordered by the Town under Article 7 hereof (unless payment therefore is to be made by a lump sum), or is performing disputed work or complying with a determination or order under protest in accordance with Article 8 hereof, at least once per week the Contractor shall furnish to the Town daily written statements signed by the Contractor showing: (a) the name and number of each worker employed on such extra work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of work each is doing; and (b) the nature and quantity of any materials and equipment furnished or used in connection with the performance of such extra work or compliance with such determination or order, and from whom purchased or rented. Any failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such work or compliance with such determination or order.

ARTICLE 10. CLAIMS AND ACTIONS THEREON; DISPUTES - The Town shall endeavor to act in good faith to resolve any disputes arising under or in connection with this Contract, or in relation to or concerning the value of extra work, or any work the Contractor believes is extra work or which is undertaken under protest. Failing any resolution of such disputes the parties shall attempt mediation through the Community Dispute Resolution Center, Ithaca, New York. If they cannot agree, then either party may make claim against the other, but no claim against the Town for damages for breach of contract or compensation for uncompensated extra work shall be made or asserted in any action or proceeding at law, or in equity.

unless the Contractor shall have complied with all the requirements relating to the giving of notice and of info respect to such claims as hereinbefore provided or as required by NYS Town Law or the General Municipal Law. Once any disputed work is paid for, it shall become a part of the "Work."

ARTICLE 11. ESTOPPEL - Neither the Town nor any department, officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract, whether before or after the final completion or acceptance of the Work or payment therefor, including in relation to the true and correct classification, amount, quality or character of the Work actually done, or because any termination, decision, order, letter, payment, or certificate was untrue, incorrect, or improperly made, or because any Work or any part thereof does not in fact conform to the requirements of this Contract, or from demanding and recovering from the Contractor any overpayments made, or to recover such damages as the Town may sustain by reason of Contractor's failure to perform each and every part of this Contract in accordance with its terms, including to finish and complete all Work in a good and workmanlike manner.

ARTICLE 12. TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT - The Town shall have the right to stop work or terminate the Contract if the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or if a receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or if the Contractor refuses or fails to prosecute the Work or any part thereof with due diligence; or if the Contractor fails to make prompt payment to persons supplying labor or materials for the Work; or if the Contractor fails or refuses to comply with all applicable laws or ordinances; or if the Contractor is guilty of a substantial violation of any provision of this Contract; or if the Town, without prejudice to any other rights or remedy it may have and upon 7 days' notice to the Contractor, terminates for convenience all or any portion of the Work, the Contract, or the employment of the Contractor and its right to proceed to complete any Work. In the case of any whole or partial termination for convenience, the Contractor shall be paid for Work properly completed, all materials furnished (for which no return is allowed), and the parties shall adjust the Contract price accordingly and in good faith.

ARTICLE 13. DAMAGES - It is hereby mutually covenanted and agreed that the relation of the Contractor to the Work to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said Work, whether or not the Contractor, its agents, or employees have been negligent. The Contractor shall hold and keep the Town free and discharged of and from any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the Work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all blame, loss, and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations, or ordinances.

ARTICLE 14. NO ASSIGNMENT - In accordance with the provisions of General Municipal Law § 109 the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of its right, title or interest in this Contract, or its power to execute this Contract, to any other person or corporation without the previous consent in writing of the Town.

ARTICLE 15. EXECUTORY CONTRACT - In accordance with the State Finance Law and provisions of the Local Finance Law, and other laws affecting municipal obligations, the obligations of the Town hereunder shall be executory to the extent of monies appropriated or available to Town for the implementation of this Contract, and no liability shall be incurred by the Town beyond such monies appropriated or available. Neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or to become due under this Contract. Neither this Contract nor any representation by any of the Town's public officers or employees creates any obligation by the legislative body of the Town to appropriate or make monies available for the purposes of this Contract.

ARTICLE 16. REQUIRED PROVISIONS OF LAW; PUBLIC WORK REQUIREMENTS - Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. This expressly includes, but is not limited to, the Iran Divestment Act of 2012 (codified in part at State Finance Law §165-a) and regulations, the OFAC rules and regulations of the US Department of the Treasury, and related federal laws and Executive Orders limiting certain acts and agreements in commerce, and the NYS MacBride Fair Employment Principles Act and regulations. If any provision is required by law or not properly herein contained or addressed mistake or otherwise, then upon the

application of either party this Contract shall be physically amended forthwith to make such correction. Contractor is further advised that it must pay all their personnel according to Rates of Wages and Supplements determined by the Commissioner of Labor of the State of New York, as prevailing in locality of site at which Work will be performed. The same requirement applies to all subcontractors and sub-subcontractors. These wage rates and supplemental benefits are subject to change. Any such change shall be deemed to be incorporated herein by reference as of effective date of change and shall form part of this Contract and all such change shall be incorporated herein at no change in Contract pricing as Contractor must include in original bid such monies as he deems necessary to pay prevailing wages and supplements over the course of the Work. The Town does not represent or warrant that Schedule of Wages classifications of workmen, mechanics and laborers, as required by § 220 of Labor Law, is complete and reserves the right to revise such schedule in the event any other occupation not mentioned in the schedule or classifications is required in the execution of Project. Schedules of supplements to be provided and wages to be paid shall be requested from the Commissioner of Labor by the Contractor and become part of the wage and supplement schedules embodied in the Contract. The absence of an occupational classification shall not relieve Contractor from requirements to pay or provide prevailing wages and supplements for occupations not listed. Contractor shall obtain and keep current all appropriate wage rates listings for this project and, among other things, the Contractor shall also comply with:

- Labor Law § 220-e and Executive Law §§ 291-299 and the Civil Rights Law relating to prohibitions against discrimination and for providing equal opportunity, including, but not limited to the M/WBE rules of the NYS Department of Labor, if and as applicable, including assisting the Town with SPOTA compliance, timely and proper completion and delivery of Form PW-12 wage and supplement information, and posting all prevailing wage and other Labor Law notices at and about the work site, including Labor Law § 220 compliance;
- Compliance with sexual harassment obligations under New York State Law, including the provisions of Labor Law § 201-g and State Finance Law § 139-l. Contractor certifies under penalty of perjury that Contractor has properly implemented and maintains a written sexual harassment policy, undertakes compliant annual sexual harassment prevention training to all of its employees, and that Contractor’s policies and procedure comply with the minimum requirements of New York State law.
- Affirmative action as required by the NYS Labor Law and preference in employment as required by Labor Law § 222, mainly pertaining to NYS citizens;
- Labor Law § 220 and § 222, and all public works and prevailing wage requirements, including the 8-hour workday rules per Labor Law § 220(2) and compliance with overtime dispensation rules and the timely and proper completion and delivery of Form PW-51, including ensuring that no laborer, workman or mechanic in the employ of Contractor, or any of Contractor’s subcontractors or other persons doing or contracting to do Work under this Contract, shall be permitted or required to Work more than 8 hours in any one calendar day or more than 5 days in any week except in case of extraordinary emergency including, fire, flood, or damage to life or property;
- Prevention of dust hazards as required by Labor Law § 222-a and applicable NYS Energy Codes;
- Certification by Contractor that the Contractor, individually and as a company or corporation, is not listed upon any disbarment list maintained by the NYS Department of Labor (Public Works Division) or the Workers’ Compensation Board, and verification that all employees have or are either OSHA-10 or OSHA-30 training compliant, as necessary for the duty and job title, or exempt from such requirements;

ARTICLE 17. CLEANUP - The Contractor shall, at all times, keep the premises free from accumulations of waste materials caused by its employees or due to its work. At the completion of the project, the Contractor shall remove all of its debris and rubbish from the site, and all of its tools, scaffolding, and surplus materials. Contractor shall leave the Work and workplace in a “broom clean” or equivalent condition, except where further cleaning is required.

ARTICLE 18. TAXES - Any and all taxes now or hereafter imposed on the Work to be performed, materials to be furnished, or upon the Contract itself, or upon any matter in connection herewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Town. However, the Contractor, in performing a public work, may avail itself of the Town’s tax exemption certificate/number, but does so at its sole risk.

ARTICLE 19: WARRANTY; SURVIVAL – Contractor shall warrant all materials and installation for a minimum period of 2 years from date of completion and fix and repair same upon request of the Town at no additional cost to Town. This obligation and the indemnity obligations set forth above shall survive this Contract for a minimum of 2 years after the Contract is fully and completely performed. “Fully and completely performed”, as used this Article, means that the 2-year warranty period shall be measured from the latest date among each of the following: (i) date of final site cleaning and finishing; (ii) date of final punch list completion; (iii) date of final payment; (iv) date of final payment of retainage close-outs, if any; and (v) date of building permit close-out.

ARTICLE 20. NOTICES AND WAIVERS - Any and all notices and payments required hereunder shall be given to the other party at the address set forth above, or at such other address as may hereafter be designated in writing by either party hereto. No waiver of any breach of any condition of the Contract shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Contract or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 21. MODIFICATION - This Contract constitutes the complete understanding of the parties. Except as may be required by paragraph 16 above respecting compliance, no modification of any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Town of Lansing has caused its corporate seal to be affixed hereto and these presents to be signed by the Town Supervisor, as duly authorized as attested to by the Town Clerk, and the Contractor has caused itself to be bound hereby by the signature of its authorized partner, member, owner, or officer.

Town of Lansing

Attest:

By: _____
(date)

(date)

CONTRACTOR

By: _____
(date)

RESOLUTION TO AWARD THE BID FOR THE WARREN ROAD SEWER DISTRICT FARRELL ROAD PUMP STATION EMERGENCY GENERATOR TO PANKO ELECTRICAL & MAINTENANCE, INC.

RESOLUTION 26-

RESOLUTION TO AWARD THE BID FOR THE WARREN ROAD SEWER DISTRICT FARRELL ROAD PUMP STATION EMERGENCY GENERATOR TO PANKO ELECTRICAL & MAINTENANCE, INC.

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

WHEREAS, due to the need for an emergency generator at the Farrell Road pump station in order to avoid disruption of service during a power outage, the Town of Lansing Town Board (hereinafter referred to as Town Board) intends to install a generator at that pump station utilizing the services of an outside contractor. One bid for the project was received with a lump sum price of \$18,850.00; and

WHEREAS, the sole Bidder is Panko Electrical & Maintenance, Inc. of Binghamton, NY, with a Bid of \$18,850; and

WHEREAS, the bid was reviewed by T.G. Miller, P.C. engineers for compliance with bidding requirements and they have verified that Panko Electrical & Maintenance, Inc. is not listed on the NY State Agency Debarment List or Federal Exclusions List; and

WHEREAS, the New York Office of General Services (OGS) has procured and issued the NYS HIRE Contract PC69013 with Better Power Inc. The Town Board can “piggyback” on the OGS contract for procuring the generator and automatic transfer switch. A quote of \$43,682.90 was provided for the generator and transfer switch; and

WHEREAS, upon consideration of the foregoing premises and the scope of the project, the Town Board of the Town of Lansing has hereby

RESOLVED, that the Town Board accepts the Bidder, Panko Electrical & Maintenance, Inc, in the amount of \$18,850; and be it further

RESOLVED, that the Supervisor of the Town of Lansing be authorized to sign the Notice of Award and execute all Contract Documents associated with this Contract and to execute a purchase agreement with Better Power Inc. for the generator and automatic transfer switch.

The question of the adoption of such 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 –

Councilperson Laurie Hemmings –
Councilperson Joseph Wetmore –

Supervisor Ruth Groff –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on May 20, 2026.

RESOLUTION AUTHORIZING REFUND OF DATA CENTER OVERPAYMENT OF SITE PLAN REVIEW FEES

RESOLUTION 26-

RESOLUTION AUTHORIZING REFUND OF DATA CENTER OVERPAYMENT OF SITE PLAN REVIEW FEES

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

WHEREAS, the Town had long known it needed to update its fee schedules and commenced that work in 2025 to ensure fees were reasonable and fair for all sorts of varying projects of differing sizes, an interim adjustment to the Planning Fee Schedules was approved at the April 6, 2026 Town Board meeting, and a consultant is in the process of being engaged to continue this ongoing and necessary work; and

WHEREAS, the applicant presented valid legal and equitable arguments respecting the fee and reserved all rights paying such fee under protest, and the Town Board finds that the fee policy and existing law each and both support the refund of the excess amounts paid; and

WHEREAS, this action is classified as a Type II SEQRA Action and, upon due deliberation by the board, it is hereby RESOLVED as follows:

- 1. Based upon the maximum site plan application and review fee of \$4,000, the Town Supervisor be and hereby is authorized to refund, or cause to be refunded, to the applicant that paid such site plan review fee all amounts paid in excess of the proper fee of \$4,000.
- 2. Such refund and this determination are: (i) without prejudice to the Town’s authority, right, or ability to develop and use payment in lieu of tax agreements, host community agreements, and escrow and developer agreements for certain project review costs or extraordinary expenses, including but not limited to the recovery of certain allowed costs and expenses for other permits, applications, and reviews, any needed or desirable environmental and stormwater analyses and reviews, and costs for any special districts that may be formed for or in support of the project; and (ii) limited in scope and application only to the site plan review fee as paid.

The question of the adoption of such 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 May 20, 2026.



April 30, 2026

Proposal: PQ002449

Mike Moseley
 Town of Lansing
 10 Town Barn Road
 Lansing, NY 14882

Re: ENVIRONMENTAL SUPPORT - LANSING DPW EXPANSION

Work Location:

10 Town Barn Road
 Lansing, NY

Dear Mike,

Momentum Environmental Solutions, LLC ("Momentum") is pleased to present this proposal to complete the scope of work presented below.

Scope of Work:

Momentum to provide environmental support to the DPW expansion project.

Work will generally include mobilization and use of on-site frac tank, transportation and management of petroleum impacted waters, frac tank cleaning and demobilization.

Soil management will include loading, transport, and disposal of petroleum impacted soils at a NYSDEC permitted facility.

Site restoration is excluded.

Task	Description	Quantity	UOM	Unit Rate	Total
1	Frac Tank Mob and Demob	1.00	LS	1,500.00	1,500.00
2	Equipment Mobilization/Demobilization	1.00	LS	1,224.00	1,224.00
3	Frac Tank and Containment Rental	20.00	DAY	72.00	1,440.00
4	Soil Loadout	5.00	DAY	2,734.00	13,670.00
5	Soil Transportation and Disposal	500.00	TON	109.50	54,750.00
6	Frac Tank Cleaning	1.00	LS	1,587.00	1,587.00
7	Groundwater Transportation & Disposal	90.00	TON	243.78	21,940.00
8	Environmental, Compliance and Insurance Fee	1.00	EACH	25,949.97	25,949.97
Estimated Subtotal:					122,060.97
Sales Tax (0%):					0.00
Estimated Total:					\$ 122,060.97

ASSUMPTIONS AND CLARIFICATIONS

The following is a list of assumptions and clarifications upon which this proposal is based.

Applicable assumptions have been described to outline the project scope. If changes in scope or assumptions arise, Client will be notified, and additional charges may be assessed.

Client containerized waste must meet US DOT "UN" packaging standards and by in US DOT shippable condition. If packaging does not meet these standards, Momentum will over pack containers as required to meet minimum shipping requirements. Additional costs incurred will be billed to the Client at current time and material rates.

Disposal quantities are estimated based on site experience or generator knowledge. Client to be billed for actual quantity disposed of on final invoice.

All wastes assumed to be non-hazardous.

Soils accepted as BUD soils.

Water is treatable and will not require solidification at end disposal facility.

No sampling is required, NYSDEC to provide virgin product letter and spill report for petroleum impacted soils/water. If not supplied by NYSDEC, Additional \$2350 in sampling costs for soil and water required to profile waste for disposal.

Thank you for the opportunity to submit this proposal. Should you have any questions or require additional information regarding this estimate, please contact me at the number below.

Best Regards,
Momentum Environmental Solutions, LLC

Kyle Stone
Director of Operations
585-284-6433

TERMS AND CONDITIONS

All work to conform to all local, state, and federal regulations including transport and product disposal. All disposal costs, sampling, and transport not listed on estimate but incurred by Momentum Environmental Solutions, LLC will be billed to the Client at aforementioned time and material rates.

This quotation is valid for 30 days from the date issued. Pricing includes an Environmental, Compliance, and Insurance Fee (ECI), which is a variable surcharge tied to fuel and operating costs and is subject to change weekly. Final invoiced ECI amounts may vary based on market conditions at the time services are performed.

By Signing this form, you accept the proposal as outlined above.

This Project is: (Please check one)

Taxable

Non-Taxable

(Tax Exemption Certificate Required)

 Authorized Signature

 Printed Name

 Date

 Title

 Purchase Order Number (please attach hard copy)



MASTER SERVICES AGREEMENT

This Master Services Agreement is made this ___ day of May, 2026 by and between Momentum Environmental Solutions, LLC and its affiliated companies and subsidiaries, a New York LLC with offices located at 6810 Industrial Park Road Bath, NY 14810 (herein after "CONTRACTOR") and Town of Lansing, an incorporated municipal subdivision of the State of New York with an address of 29 Auburn Road, Lansing NY 14882 (the "CUSTOMER").

WHEREAS, Momentum is engaged in the business of providing environmental services ("Services"), including but not limited to emergency response, industrial cleaning, remediation and waste transportation and disposal, and

WHEREAS, from time to time, Customer requires the Services of CONTRACTOR from time to time; and

WHEREAS, CONTRACTOR and CUSTOMER desire to establish the general terms and conditions that shall govern all work performed by Momentum for Customer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

SECTION 1. PURPOSE

- 1.1 This agreement establishes the terms and conditions under which Momentum will provide services to Customer.
- 1.2 This Agreement shall not obligate the CUSTOMER to purchase Services from CONTRACTOR, but shall govern all orders or requests for Services requested by CUSTOMER and accepted by CONTRACTOR. CONTRACTOR will use its best efforts to respond to orders or requests from the Customer for Services.

SECTION 2. CONTRACTOR'S WARRANTIES

- 2.1 CONTRACTOR shall provide supervision, labor, materials, tools, equipment, and subcontracted items for the performance of the Services.
- 2.2 CONTRACTOR shall take necessary precautions for the safety of its employees and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that Momentum shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by Customer's employees, its contractors, or agents.
- 2.3 CONTRACTOR represents that it and its vendors hold the permits and licenses required for the performance of Services.

SECTION 3. CUSTOMER'S WARRANTIES

- 3.1 CUSTOMER shall provide full and complete information regarding its requirements for the Services.
- 3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf of the Customer; approve CONTRACTOR'S daily worksheets and to accept, verify and approve CONTRACTOR'S invoices. The CUSTOMER shall not assign this responsibility to a third party without the express written approval of CONTRACTOR.
- 3.3 CUSTOMER shall be responsible for repairs to all roadways, structures and rights-of-way resulting from CONTRACTOR'S reasonable use thereof. CUSTOMER will provide CONTRACTOR free and unfettered access to the work area to complete the scope of Services.
- 3.4 CUSTOMER represents and warrants that it shall provide payment to CONTRACTOR for the services provided by CONTRACTOR as set forth in Section 5, and hereby unconditionally and absolutely guarantees payment and that sufficient funds are available and committed by CUSTOMER for the entire cost of the Services. CUSTOMER shall periodically demonstrate that sufficient funds are available and committed upon request by CONTRACTOR. Unless such financial assurances are provided by CUSTOMER, CUSTOMER agrees that CONTRACTOR shall not be required to commence or continue any Services and may immediately stop work. The failure of CONTRACTOR to insist upon the provisions of this paragraph any one time shall not constitute a waiver of CUSTOMER'S obligation to make payments pursuant to this Agreement nor shall it constitute a waiver of CONTRACTOR'S right to request that evidence of sufficient funds be provided by CUSTOMER at a later date. CUSTOMER shall not assign this responsibility to a third party without the express written approval of CONTRACTOR.
- 3.5 CUSTOMER shall communicate to CONTRACTOR all special hazards or risks known to the CUSTOMER which are related to the performance of Services pursuant to this Agreement.
- 3.6 CUSTOMER acknowledges and agrees that: (i) CONTRACTOR has played no part in the creation or generation of any of CUSTOMER'S waste; (ii) CUSTOMER and/or its subsidiaries, affiliates and/or CUSTOMERS, as the case may be, shall retain generator status, title and ownership to any and all Waste; (iii) CUSTOMER has the sole and exclusive responsibility for the making of any disclosures or reports to third parties including, without limitation, any federal, state or local governmental agency, authority or body; (iv) among CUSTOMER and

CONTRACTOR, CUSTOMER has the sole and exclusive responsibility for taking corrective, remedial or mitigative action in regard to the site or any waste; and (v) CUSTOMER is the sole arranger for disposal at the Facility and that CONTRACTOR bears no responsibility arising from such disposal arrangements.

SECTION 4. COMPENSATION

- 4.1 CUSTOMER agrees to pay CONTRACTOR in accordance with the project specific proposal or applicable rate sheet (hereinafter "Rates" which is attached hereto in Appendix A and is hereby incorporated by reference) for Services provided including but not limited to portal-to-portal labor and equipment activities, standby activities, and specified minimums.
- 4.2 CONTRACTOR will present its invoices to CUSTOMER on the first business day of each month for the Services provided hereunder. CUSTOMER agrees to pay the full amount of each invoice within thirty (30) days of the date of receipt of said invoice by CUSTOMER. CONTRACTOR'S delay in presenting an invoice on the required day will waive CUSTOMER'S duty to pay within thirty (30) days. CUSTOMER agrees to dispute invoice charges in writing to the CONTRACTOR within seven (7) days of receipt of invoice. CUSTOMER waives the right to dispute any charges not disputed within such seven (7) day period.
- 4.3 CUSTOMER agrees that interest shall accrue and will be paid to CONTRACTOR on any unpaid balances (including during any insurance review) after thirty (30) calendar days of the timely receipt of invoice by CUSTOMER at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is greater.
- 4.4 Any and all invoice discrepancies shall be received in writing no more than 30 days from date of original invoice to be considered for adjustment.
- 4.5 In the event that work is suspended or terminated for any reason prior to the completion of the services, CUSTOMER agrees to pay for labor, equipment, materials, disposal and other costs incurred by CONTRACTOR at the agreed Rates.
- 4.6 CUSTOMER agrees to pay CONTRACTOR in accordance with the agreed Rates for CONTRACTOR activities, at CUSTOMER'S request, in connection with any litigation, litigation support or testimony related to the work performed by CONTRACTOR pursuant to this Agreement.
- 4.7 If CUSTOMER submits CONTRACTOR'S invoice for insurance coverage, CONTRACTOR will provide reasonable information, as requested in writing, by the insurance company to assist CUSTOMER in its pursuit of reimbursement from the insurance company. CUSTOMER is liable to CONTRACTOR for any and all invoice amounts regardless of coverage by CUSTOMER'S insurer.
- 4.8 CUSTOMER understands and agrees that it will pay CONTRACTOR for the Services contemplated hereunder regardless of fault of another party for causing such Services to be necessary and without regard as to the actual property owner.

SECTION 5. CHANGES IN WORK

- 5.1 Modifications, including assignments, to the Agreement shall be effective only if in writing and signed by the CUSTOMER and CONTRACTOR.
- 5.2 CUSTOMER agrees to pay CONTRACTOR at the agreed Rates for any costs incurred or delays resulting from any site condition which threatens safety of persons or property during the performance of the Services.
- 5.3 If any change occurs during the term of this Agreement with respect to any laws, rule, regulations, or ordinances which affect the rights or obligations of CUSTOMER or CONTRACTOR under this Agreement, or the applicability of any taxes or fees, or the cost of handling waste materials, CUSTOMER and CONTRACTOR shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, CONTRACTOR shall have the right to terminate this Agreement upon forty-eight (48) hours prior notice to CUSTOMER.

SECTION 6. INSURANCE

6.1 CONTRACTOR shall keep in effect during the term of this Agreement the following insurance coverage:

<u>COVERAGE</u>	<u>LIMITS</u>
Workers Compensation:	\$1,000,000 Each Accident/ \$1,000,000 Disease Each Employee/ \$1,000,000 Disease Policy Limit
Auto Liability:	\$1,000,000 CSL Liability for Owned, Hired and Non-Owned Autos
General Liability:	\$2,000,000 per Occurrence/ \$2,000,000 Aggregate
Pollution Liability:	\$3,000,000 Per Occurrence/ \$3,000,000 Aggregate
Professional Liability:	\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
Umbrella/Excess:	\$10,000,000 per Occurrence/ \$10,000,000 Aggregate
EPL:	\$3,000,00 per Claim/ \$3,000,000 Aggregate

General Aggregate shall apply separately to the project prescribed in Appendix A. It is expressly understood and agreed on by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms. The Town of Lansing and its officers, employees, agents and elected officials are to be included as Additional Insured's on a primary and noncontributory bases.

All Insurance will be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A XI or better. Proof of insurance will be provided on the Acord Certificate of Insurance, Acord 25 and Acord 855, or insurance company certificate. All Certificates will contain a 30-day notice of cancellation, non-renewal or material change to Customer. All Certificates of Insurance will be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance and an insurance binder will be submitted to the Customer within 15 days of the date of this Agreement.

Proof of NYS Workers' Compensation and NYS Disability Benefits (Coverages A and B) will be provided on applicable NYS forms and include a Waiver of Subrogation clause.

SECTION 7. INDEMNIFICATION

- 7.1 CONTRACTOR agrees to indemnify and hold harmless CUSTOMER, its directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, bodily injury to or death of any person or destruction of or damage to any property, except natural resource and other damages as provided in Section 8.3, which CUSTOMER suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees during the performance of the Agreement or CONTRACTOR'S failure to comply with any laws, regulations or lawful authority of failure to comply with its obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CUSTOMER'S failure to comply with any laws, regulations or other lawful authority, or CUSTOMER'S failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of CUSTOMER, its employees or agents.
- 7.2 CUSTOMER shall indemnify and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which CONTRACTOR may suffer, incur, or pay out to the extent such are caused by the negligence or willful misconduct of CUSTOMER, its employees or agents or the failure of CUSTOMER to comply with any laws, regulations or other lawful authority or the failure of CUSTOMER to comply with its duties or obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CONTRACTOR'S failure to comply with any laws, regulation or lawful authority, or CONTRACTOR'S failure to comply with its obligations under this Agreement or result from the negligence of willful misconduct of CONTRACTOR, its employees or agents.
- 7.3 Notwithstanding the foregoing, CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal cost; and any other costs assessable under the Oil Pollution Act, the Comprehensive Environmental Response, Liability and Compensation Act or other local, state, or federal law or lawful authority applicable to discharges, releases or spills of hazardous or non-hazardous substances which they, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of the Event.
- 7.4 The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the legal representatives, heirs, and assigns of the parties.

SECTION 8. EXCUSE OF PERFORMANCE

- 8.1 The performance of the Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes include but are not limited to: acts of God, war, riots, fire, explosion, inclement weather, Force Majeure, labor disputes, strikes and lock-outs. The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

SECTION 9. TERMINATION

- 9.1 This Agreement may be terminated by either party upon forty-eight (48) hours prior notice to the other party.

SECTION 10. NOTICE

- 10.1 NOTICE – Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by certified mail or email to the addresses listed below:

Contractor:

Momentum Environmental Solutions, LLC
6810 Industrial Park Rd
Bath, NY 14810



Atten: William A. Hunter
bhunter@momentumenvironmental.com

Customer
Mike Moseley
Town of Lansing
10 Town Barn Road
Lansing, NY 14882

mmoseley@lansingtownny.gov

SECTION 11. TRANSPORTATION AND DISPOSAL PROVISIONS

- 11.1 **WASTE PROFILE FORM.** CUSTOMER shall provide CONTRACTOR with a detailed, accurate, written Waste Profile Form. If CONTRACTOR determines that the waste is not in conformance with the Waste Profile Form or other required description, CONTRACTOR may refuse to have such waste picked up and delivered.
- 11.2 **TRANSPORTATION.** At CUSTOMER's request, CONTRACTOR shall provide the Manifest(s) to CUSTOMER for CUSTOMER's review and approval. CUSTOMER shall remain responsible for the accuracy of the Manifest(s). CUSTOMER shall ensure that all waste shall be properly classified, described, packaged, marked, labeled and in proper condition for transportation and disposal according to Applicable Laws. CUSTOMER shall be responsible for selection of appropriate containers and packaging the waste in compliance with Applicable Laws. Acceptance by CONTRACTOR of any waste shall not constitute evidence that any drums or containers at the time of acceptance had no defects and were not in a damaged or unsecured condition that would impose an obvious risk to their integrity during transportation or hamper their handling during treatment, storage, or disposal processing. Except as otherwise expressly set forth in writing, CUSTOMER shall have the responsibility for loading Waste. CONTRACTOR shall be responsible for the proper baffling, handling, and transporting of Waste during transit.
- 11.3 **NONACCEPTANCE.** In addition to CONTRACTOR'S' other rights set forth in the Agreement, CONTRACTOR reserves the right to decline to accept for transportation any waste which, in its judgment, it cannot transport in a lawful manner or without a risk of harm to public health or the environment or which cannot be handled economically due to: (i) a change in the Facility; (ii) Applicable Laws; or (iii) other factors beyond CONTRACTOR'S' reasonable control.
- 11.4 **FACILITY REJECTION.** If a Facility refuses to accept waste for any reason, CONTRACTOR shall: (i) immediately provide notice of such refusal to CUSTOMER and (ii) cause such waste to be returned to the Site or to such other location designated by CUSTOMER and acceptable to CONTRACTOR. CUSTOMER shall pay all costs and expenses incurred by CONTRACTOR in connection with the receipt, handling, temporary storage and return of such waste to the Site or to such other location as provided herein. If the parties are unable to mutually agree upon the disposition of such waste within twenty-four (24) hours after notice, CONTRACTOR shall cause the waste to be returned to the original pick-up location.
- 11.5 **INSPECTION.** CONTRACTOR in its sole discretion, shall have the right (but not the duty or obligation) to cause to be inspected, examined, tested and analyzed at any time tendered waste; provided, however, that the failure by CONTRACTOR to cause such inspection, examination, testing and/or analysis of the waste shall not relieve CUSTOMER of any of its covenants and obligations under the Agreement nor shall any such failure be deemed a waiver by CONTRACTOR of any rights and remedies it may have against CUSTOMER. The cost of any tests that reveal that any waste tendered for disposal at a Facility is not acceptable waste shall be borne by CUSTOMER.
- 11.8 **REPRESENTATIONS.**
- CONTRACTOR represents and warrants to CUSTOMER that CONTRACTOR will cause the waste to be transported in a safe and workmanlike manner and in full compliance with Applicable Laws.
- CUSTOMER represents and warrants to CONTRACTOR as follows: (i) the classification, description, packaging, marking and labeling of waste shall be accurate, complete and in compliance with applicable laws; (ii) CUSTOMER shall tender only acceptable waste; (iii) CUSTOMER has disclosed all known constituents of the waste; and (iv) the waste tendered to CONTRACTOR shall conform to the description in the Data Collection Form.

SECTION 12. ADDITIONAL PROVISIONS

- 12.1 **WAIVER** – Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- 12.2 **SEVERABILITY** – If any section, subsection, sentence, or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement or other sections of this Agreement.
- 12.3 **ENTIRE AGREEMENT** – This Agreement and exhibits to this Agreement represent the entire understanding and agreement between CUSTOMER and CONTRACTOR and supersede any and all prior agreements, whether written or oral, that may exist between the parties regarding the same. Additional, conflicting, or different terms on any Purchase Order or other preprinted document issued by CUSTOMER shall be void and are hereby expressly rejected by CONTRACTOR.
- 12.4 **SURVIVAL** – Any provision of this Agreement setting forth an obligation or duty which by its very nature cannot be performed during the actual life of this Agreement shall be deemed to survive expiration, termination, completion, or cancellation of the Agreement.
- 12.5 **APPLICABLE LAW** – This Agreement shall be interpreted and enforced according to the Laws of the State of Ohio.
- 12.6 **BINDING EFFECT** – The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the legal representations, heirs, and assigns of the parties.



- 12.7 JURISDICTION AND VENUE – All disputes arising under this Agreement (other than disputes for which specific performance or other injunctive relief may be sought because monetary damages are inadequate) shall be filed exclusively in the applicable jurisdiction in the State of New York. Each of the parties agrees to voluntarily submit to, and irrevocably consent to the exclusive jurisdiction of such courts and to waive and agree not to assert any defense of lack of personal jurisdiction, improper venue or forum non-conventions.
- 12.8 TAXES – Any and all taxes now or hereafter imposed on the Work to be performed, materials to be furnished, or upon the Agreement itself, or upon any matter in connection herewith will be paid by the Contractor, it is being the intention of the parties hereto that in no event shall such taxes be borne by the Customer. However, the Contractor, in performing public work, may avail itself of the Customer’s tax exemption certificate/number, but does so at its sole risk.
- 12.9 PUBLIC WORK REQUIREMENTS – This is an Article 8 Public Work Project subject to New York State Labor Law § 220 and § 222; Article I, § 17 of the State Constitution and Executive Law §§ 291-299 covering prevailing wage schedules, overtime rules, dust hazards, affirmative action prohibitions against discrimination, equal opportunity employment and EEO Utilization Plan compliance. All prevailing wage and public works requirements will apply to this Agreement and this Work and are hereby expressly incorporated in this job.

The Contractor and every subcontractor, if any, will submit to the Customer, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The filling of payrolls with the Customer is a condition of payment. The Contractor for any underpayments of prevailing wages or supplements by any subcontractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written:

Momentum Environmental Solutions, LLC
Contractor

Mike Moseley
Customer

Signature

Signature

Printed Name

Printed Name

Title

Title



APPENDIX A

Contractor Rate Sheet

RESOLUTION AUTHORIZING PROCUREMENT OF SPECIALIZED ENVIRONMENTAL SERVICES FOR 10 TOWN BARN ROAD

RESOLUTION 25-

RESOLUTION AUTHORIZING PROCUREMENT OF SPECIALIZED ENVIRONMENTAL SERVICES FOR 10 TOWN BARN ROAD

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

WHEREAS, in June 2025 the Town began construction of the new Department of Public Works Garage on Town owned land at 10 Town Barn Road; which includes, among other building and site improvements, the decommissioning and removal of an existing above-ground fueling island and replacement with a new, above-ground fuel island; and

WHEREAS, on April 24, 2026 in the process of excavating existing soils to establish a proper and suitable subgrade for the new fuel island and adjacent pavements, unsuitable subgrade soils were encountered that exhibited visual and olfactory characteristics of contamination by petroleum; and

WHEREAS, on April 24, 2026 the Director of Public Works/Highway Superintendent promptly reported the discovery of the soil contamination to the New York State Spill Hotline; and

WHEREAS, the New York State Department of Environmental Conservation (“NYSDEC”), Division of Remediation has assigned a Spill Number 2600721 named “Historic at DPW Facility”; and

WHEREAS, the Director of Public Works/Highway Superintendent has taken immediate action under the guidance and oversight of the NYSDEC Spill Responder to properly remove and temporarily store any excavated soil exhibiting contamination, together with collecting and temporarily storing ground and surface waters entering the open excavation by means of pumping such waters into a storage tank supplied and mobilized by Momentum Environmental (“Momentum”) of Bath, New York, a third party company specialized in environmental remediation; and

WHEREAS, Momentum is currently contracted by NYSDEC, Region 7 to provide emergency spill response, environmental remediation and environmental investigation and maintains the necessary State permits and licenses to handle, transport and properly dispose of contaminated soil and water; and

WHEREAS, Momentum has submitted to the Town a Master Services Agreement and detailed Scope of Work dated April 30, 2026 to provide the necessary equipment, vehicles, materials and labor to perform the specialized environmental work required to properly manage, transport and dispose of petroleum impacted soils and waters; and

WHEREAS, the Town recognizes that time is of the essence to remediate this unforeseen occurrence of contamination, mitigate the potential for further contamination of soils through

water migration, protect the existing Town Highway Barn and property, and protect the health, safety and welfare of Town Personnel, and as such immediate emergency action is required; and

WHEREAS, consistent with General Municipal Law § 103(4), in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer, board or agency of a political subdivision or district therein; and

WHEREAS, it is understood that the Proposal #PQ002449, dated April 30, 2026, was prepared prior to additional digging and discovery of a larger area of contamination, bringing the tonnage of contaminated soil to three to four times more than the 500 tons itemized in the proposal, and due to continued rain bringing the additional groundwater to a greater tonnage than itemized, it is estimated that the amount of the remediation could be more than triple that of the April 30 proposal; and

WHEREAS, a detailed scope of work and agreement have been developed for the performance of the specialized environmental services, and the Town Board has fully reviewed the same, and therefore the Town Board has

RESOLVED, that the Director of Public Works/Highway Superintendent be and hereby is authorized to execute the Master Services Agreement and Scope of Work with Momentum Environmental by, for, on behalf of, and in the name of the Town of Lansing; and further

RESOLVED, to approve expenditures up to but not to exceed \$500,000 for the remediation of the contaminated site for removal of contaminated soil and water, should the amount of soil and groundwater exceed the proposed amount of 500 tons of soil and 90 tons of groundwater.

The question of the adoption of such 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 May 20, 2026.

**Christine Montague
Town Board Member Report
May 2026**

Lansing Housing Authority, April 27

- The accounting firm Insero presented their audit of the LHA Board’s finances for the year.
- LHA needs to find new insurance for the building and liability because their previous policy was canceled.
- Woodsedge management has installed new washers and dryers to be used with a card system. They are also talking with a prospective renovation contractor and cabinet suppliers to be able to upgrade kitchens during unit turnovers.

Tompkins County Youth Services Advisory Board, April 27

- We had a presentation from the Tompkins County Workforce Development Deputy Director. She described the county programs available to help young adults become “job ready” through assessment, guidance through goal-making, and support in the search.

Interviews for Board of Ethics, May 4

- Four of us took part in interviewing the two applicants for one opening on the Board of Ethics.

Conservation Advisory Council, May 6

- The group talked more about what’s needed to set up a BioBlitz this summer for the meadow so we will know what plants and animals are currently living there. Coordination of education, schedules, parking, and restrooms was discussed.
- Our rep from Southern Tier 8 Economic Development Organization is the contact for getting Climate Smart Community (CSC) designation. She is helping the Town get designated a CSC by compiling the actions the Town has done, and by filling out a climate smart resiliency planning tool with input from Ruth. We should know by August whether the Town will have enough points to get Bronze designation. Other future actions the CAC can help with includes making an adaptation plan.
- The committee discussed concerns regarding the status, maintenance, and long-term oversight of landfill sites located within the Town of Lansing.
- They also discussed opportunities to work with Soil and Water Conservation District staff on future planting and restoration projects along Salmon Creek.
- One member asked for Open Meetings Law training for the CAC.

Rethinking Affordable Housing: Codes, Design & Community, May 12

- This was an online session run by the University of Virginia Architecture School, for UVA alums. They talked about making sure the people in need of housing are involved in the planning, design, and review of codes. We learned about durability of building materials and ways to build inexpensively but also for durability and climate resilience. Americans depend on housing for long term stability, but are unique in the world for being more migratory, therefore making most housing with lighter materials. New types of small housing include alley flats, accessory dwelling units (ADUs), pocket neighborhoods oriented around a common space, tiny houses, pre-fabricated parts, and the ability to age-in-place. For these alternatives to be considered, codes need to be in place to allow affordable and green design, speed of permitting, and options besides single-family houses.

**Joseph Wetmore
Town Board Member Report
May 2026**

**New York Planning Conference
April 19–21, 2026**

Katherine Ember, AICP “Why Design Guidelines Matter”

Katherine Ember emphasized that communities feel more cohesive and enjoyable when they follow clear design standards. She highlighted key elements such as streetscapes, building design, and historic preservation, explaining how these components work together to create a unified visual identity. The concept of “Complete Streets” was also discussed as a strategy to ensure roadways are safe and accessible for all users.

Ember outlined how municipalities can adopt and implement design guidelines through planning and zoning processes, stressing the importance of community involvement throughout.

Key Takeaway:
Design guidelines are practical tools that enhance community appearance, functionality, and overall livability.

David Plante, AICP, CEP “Beyond the Rulebook: Navigating Ethical Dilemmas in Planning and Zoning Board Decisions”

This session explored the complexities of decision-making beyond procedural compliance, focusing on situations where legal requirements and ethical responsibilities may not align. A central theme was maintaining impartiality while managing external pressures such as community expectations and potential conflicts of interest.

Through interactive, scenario-based discussions using anonymized case studies from across New York, participants examined common ethical “gray areas,” including conflicts of interest, ex parte communications, the appearance of impropriety, social media interactions with applicants, personal relationships in small communities, and the tension between representing constituents and serving in a quasi-judicial role.

Attendees engaged in “what would you do?” exercises to evaluate how different boards handled challenging situations and the outcomes of those decisions. The session concluded with practical strategies for identifying ethical risks, making defensible decisions, and fostering a culture of integrity.

Key Takeaway:
Ethical awareness, consistency, and sound judgment are essential for effective planning and zoning governance.

Sarah K. Yackel, AICP “Navigating SEQOR”

During this session in the Fennimore Room, Dennis R. Bagamani presented an overview of the State Environmental Quality Review Act (SEQRA), with a focus on its coordinated review model.

The presentation explained that SEQRA requires state and local agencies to evaluate environmental, social, and economic impacts as part of the decision-making process. This approach ensures that development proposals are reviewed comprehensively before approval.

Key topics included the different types of SEQR actions (Type I, Type II, and Unlisted) and how they determine the level of environmental review required. The session also emphasized the value of coordinated review among agencies to streamline processes and improve efficiency.

Key Takeaway:

SEQRA is a structured framework that supports informed decision-making by helping agencies identify and mitigate potential impacts early in project planning.

Max Stach, AICP “When the Answer is ‘No’: How to Defensibly Disapprove Site Plans, Subdivisions, and Other Land Use Applications”

This session focused on how to defensibly deny land use applications within the framework of SEQR and local regulations. The speaker emphasized that denials must be grounded in clearly established site plan and subdivision standards.

Participants were advised on the importance of building a strong administrative record, clearly defining board authority, and adhering to legal and procedural requirements. Best practices included ensuring fairness to applicants, properly timing decisions, avoiding procedural errors, and coordinating disapprovals with SEQR and General Municipal Law (GML) review processes.

Key Takeaway:

Defensible decision-making depends on consistency, transparency, and strict adherence to established procedures and legal standards.

Frank Armento, AICP “SEQRA Meets Environmental Justice: Preparing for DEC’s Proposed Amendments”

This session addressed proposed updates to SEQRA regulations under New York State’s Environmental Justice Siting Law. The changes require agencies to more thoroughly evaluate impacts on disadvantaged communities, including cumulative environmental burdens, and to incorporate these considerations into environmental impact statements.

Agencies were encouraged to begin using draft SEQR forms and guidance tools, as environmental justice criteria will need to be explicitly addressed during project reviews. The updates aim to improve consistency, transparency, and the overall effectiveness of the review process, particularly for housing and development projects.

Key Takeaway:

Agencies should proactively begin using draft SEQR forms and guidance tools to ensure compliance with new requirements that explicitly incorporate environmental justice criteria into project review.

Diana Smith “Public Engagement and Conflict (Part 2): Turning Challenge into Opportunity”
This session focused on managing conflict in public engagement, framing disagreement as a constructive force rather than a problem to avoid. Diana Smith built on prior discussions and introduced strategies to support more productive dialogue in public settings.

The presentation emphasized communication tools that help participants navigate disagreements effectively and use conflict as an opportunity to strengthen relationships and build more cohesive communities, particularly among civic leaders.

Key Takeaway:
Effective public engagement embraces conflict as an opportunity for collaboration and stronger community outcomes.

Cayuga Solar Strategy Discussion
Wednesday, April 22·12:00 – 1:00pm

Ruth and I met with Matthew A. Eldred to discuss our thoughts on the Cayuga Solar Host Community Agreement.

Parks, Recreation, and Trails Working Group
Meeting Date: April 23, 9:00 AM

The Working Group reviewed progress on the Comprehensive Master Plan with consultant Josiah Simpson. A subgroup has identified key trail routes, priority landowners for outreach, and several “choke points,” including a proposed Gulf Creek crossing via the existing Triphammer Road bridge. MJ will explore safety improvements for this location.

Additional constraints include large private parcels. One landowner (Sun Down Farm) has declined trail access, though alternative routes are available. The plan will include a general greenway map and key destinations. The WG requested a broader list of tax parcels along proposed routes, not just adjacent properties.

Members also discussed integrating trail access considerations into the Town’s ongoing zoning code revision.

Survey Update:
Preliminary results show about 75% of respondents support or strongly support town trails, while roughly 20% oppose them. Main concerns include cost, competing priorities, and property rights. Full results will be shared with the Working Group.

Planning Board
Monday, April 27·6:30 – 8:30pm

* Minor subdivision at 8–18 Verizon Lane and 6 Verizon Lane in the IR zoning district. The proposal would divide an existing 13.21-acre parent parcel into two parcels: Parcel 30.-1-16.32 (9.15 acres) and Parcel 30.-1-16.31 (4.06 acres). Although the parcels are already separated by a lease line, they have not been formally subdivided before. Topics included the subdivision layout, fire turnaround access, and outstanding required materials. The project was tabled to return to the Planning Board in May pending submission of the remaining materials.

* Special Use Permit request for 8–18 Verizon Lane (TPN 30.-1-16.32) in the IR zoning district. The proposal would allow a volleyball court inside an existing building to operate as an indoor recreation facility. The project was classified as a Type II SEQR action, meaning no further environmental review was required. The board discussed the building’s prior use as a trade show space, its conversion to volleyball use, and the possibility of adding pickleball in the future. The facility would mainly serve players and coaches for practices and training sessions, with up to 12 participants at a time. Lighting, parking, and restroom facilities were also reviewed. The Planning Board recommended approval of the special use permit to the Town Board, with the condition that indoor recreation activities not exceed the site’s existing parking capacity.

* Minor subdivision at 40 Newman Road (TPN 7.-1-23.2) of an existing 82.03-acre parcel in the AG zoning district. The proposal would create Parcel 1 (2.71 acres) and Parcel 2 (2.49 acres), along with four lot line adjustments affecting an additional 2.379 acres of the property. The project was classified as an Unlisted/Uncoordinated SEQR action, requiring a SEAF Part 2 review, and was considered for a public hearing and SEQR review. The board approved the subdivision requests without conditions.

* Minor subdivision project at 204 Wilson Road involving the division of an existing 6.146-acre property into two parcels: Parcel A consisting of 1.229 acres and Parcel B consisting of 4.917 acres. The property, identified as Tax Parcel No. 27.-1-36.24, is located within the RA Zoning District. Under SEQR, the project is classified as an Unlisted/Uncoordinated Action and requires completion of SEAF Part 2. Anticipated actions for the project include a sketch review, public hearing, and SEQR review. Board set a public hearing for May 18, 2026.

* Site Plan Review – Scott Kobylarz, TeraWulf Representative, 228 Cayuga Drive TPN 11.-1-3.212 and TPN 11.-1-3.211

Project Description: Site Plan Review of proposed data center. Phase 1 includes the creation of three 50 MW buildings and expanding infrastructure on a 433-acre vacant and former industrial site. This project is located in the IR zoning district.

Scott Kobylarz, Site Lead – Adam Millspaugh, Cayuga Data Construction Manager and John Marabella, Sr Construction Manager at Summer were present to discuss this project and gave a brief presentation. A copy of the presentation is available in the Public Documents section of the Town website.

Aimee Caffrey recused herself.

- Discussion focused on how to move forward with the project application. The Board determined that a complete application has not yet been submitted and stated that a complete application is required before the review process can proceed.
- Public hearings will be conducted as part of the Site Plan Review once a complete application is received.
- The Planning Board was asked to provide comments by Friday, May 1, 2026.

**Meet with Mikey, Lunt
Friday, May 1-12:00 – 1:00pm**

With the weather getting warm again we met to decide on the exact location of the Benjamin Joy historic marker. Mikey’s crew will be installing it soon.

BENJAMIN JOY
1800-1869. LED NYS MOVEMENTS
FOR ABOLITION & TEMPERANCE.
KEPT STATION ON UNDERGROUND
RAILROAD IN LUDLOWVILLE.
LIVED ON THIS PROPERTY.

**Owasco Lake Watershed Management Council, Inc.
Tuesday, May 19-10:00 – 11:30am**

- * Director’s Summary
- *Treasurer’s Audit and Finance Report
- * Lake Level Report
- * Cayuga County Parks and Trails Conservation Projects Update
- * NYSDEC Finger Lakes Watershed Program
- * Owasco Watershed Lake Association Update
- * Watershed Inspection Monthly Report

**Ruth Groff
Supervisor Report
May 2026**

My job envelops all aspects of town business, engaging with taxpayers, overseeing day-to-day administration, meetings with external organizations and internal committees, personnel issues, and coordinating the Town Board meeting agenda with the Town Clerks.

I continue to oversee the Planning Department, but I rely on the professional input from MRB Group and current staff.

I continue to act as the grant administrator for the Zoning Update grant from the New York Department of State.

I have been a member of the negotiating team for the Yellow Barn Solar (YBS) project, with guidance from Matt Eldred at the law firm of Harter, Secrest, & Emery. Matt has a state-wide reputation of being one of the best attorneys specializing in energy. Together with Joseph Wetmore and the Mayor of the Village of Groton, we are in the final stretch of the process with YBS and the New York State Office of Renewable Energy Sitings (ORES).

April 16, 10 AM: Monthly Construction Manager Update

- Monthly review of the Department of Public Works (DPW) project with the Construction Manager from LeChase Construction Services. The project is still under budget and within a week or two of schedule.

April 16, 1 PM: Group of Six

- The Supervisors and Mayors of the Village of Cayuga Heights, Town of Dryden, City of Ithaca, Town of Ithaca, Town of Lansing, and Village of Lansing discussed the Intermunicipal Wastewater Agreement revisions.

April 17, 10 AM: Interviewed Delaney CMS

- Joseph Wetmore and I interviewed Joseph and Mary Delaney of Delaney CMS, LLC to provide engineering services to the Town of Lansing for the purpose of performing a study to determine the Planning and Land Use Fee Structure for the Town. This organization has recently performed a similar service for the Town of Ithaca, and we have received favorable reports from Ithaca staff.

April 19 – 21: New York Planning Federation Conference, Cooperstown, NY

- Sessions Attended:
 - *Why Design Guidelines Matter*, Speaker: Katherine Ember, AICP
 - This session highlighted design guideline principles and discussed the various types of design guidelines, including streetscape, street design, Complete Streets, building, and historic preservation design guidelines.
 - *Boost Your Confidence While Building Community*, Speaker: Michael N’dolo
 - An interactive session that focused on ways that make a difference in how you are perceived by others – confidence level and approachability.

- *Navigating SEQR – CM*, Speaker: Sarah Yackel, AICP
 - An introduction to SEQR with an overview of the SEQR process, Type I, Type II, and Unlisted actions and the sequence of making a positive or negative declaration on a project’s potential to have an adverse impact on the environment. The procedures for conducting environmental review in compliance with State law were discussed and the Environmental Assessment Form and Environmental Impact Statement process was reviewed.
- *Built to Work: Strategies for Creating Implementable Long-Range and Strategic Plans*, Speaker: Matt Horn
 - This session focused on key elements of plans and planning processes that will result in actionable long-range and strategic plans.
- *Public Engagement and Conflict: Turning Challenge Into Opportunity*, Speaker: Diana Smith
 - This session provided a unique perspective about the value of disagreement. The speaker provided tools for fostering more authentic engagement, a benefit for everyone – especially leaders who want to build a stronger community.

April 22, 12 PM: Cayuga Solar Strategy Meeting

- Joseph Wetmore and I met with Matthew Eldred of Harter Secrest to coordinate our approach to our upcoming Cayuga Solar’s Host Community Agreement discussions.

April 22, 1 PM: Bolton Point Personnel and Operations Meeting

- The committee approved the March minutes, then heard reports from the Shop Steward, Production Manager, Distribution Manager, Finance Manager, Human Resources Manager, and General Manager. The Shop Steward had nothing new to report. The Production and Distribution Managers shared lists of training courses that their staff attended. The General Manager told of events that he and his staff participated in, as well as upcoming professional events that BP attends or participates in.

April 22, 3:30 PM: Zoning Advisory Committee

- The committee worked through the list of questions provided by the Colliers’ consultants (who were not present). The questions related to the zoning as it currently is and how the committee envisions the changes that are needed to provide clarity, consistency, and compliance with the Comprehensive Plan.

April 23, 9:00 AM: Meeting with Cayuga Solar

- Joseph Wetmore, Matthew Eldred (Harter Secrest), and I met with representatives from Cayuga Solar to discuss the Host Community Benefit Agreement. It was a preliminary discussion, so no conclusion was reached at this meeting.

April 23, 10:00 AM: Meeting with Town Engineers from TG Miller and the Town Planner

- Nathaniel Rogers and I met with David Herrick and Dondi Harner from TG Miller to clarify relationship between the Planning Department and TG Miller. The discussion was for the

benefit of the new Planner, Nathaniel Rogers, for him to gain an understanding of when TG Miller will be involved in projects.

April 23, 1:00 PM: Attended the Ithaca Area Economic Development Event

- I attended this brief event at the Ithaca Downtown Conference Center, where Secretary of State Mosley presented a \$10M check to Ithaca for downtown revitalization.

April 28, 6:30 PM: “Talk With the Town”

- Judy Drake and I hosted the first town hall type event called “Talk with the Town.” More than twenty people attended this Question & Answer session for an opportunity to have their questions answered directly from Town Board Members. The mood was civil and the questions were thoughtful and respectful. Being the first event of this kind, we came away with some lessons learned especially about audio and technological issues in the room. We look forward to more quarterly sessions such as this in months to come.

April 30, 9:00 AM: Highway Barn Committee

- Guy Krogh, David Herrick, Mike Moseley, and I met with Lee Stepp and Randy Jordan (both from LeChase) for a monthly update on the progress of the Department of Public Works (DPW) building. We are still under budget and within a week or two of schedule.

May 1, 11:30 AM: Meeting with Insurance Agent

- I met with the Town’s insurance agent to ask questions about insurance requirements for volunteer groups.

May 5, 10:00 AM: Monthly Check-in Meeting with Representative from the State’s Smart Growth Program

- Joseph Wetmore and I, along with consultants from Colliers Engineering, met with Allison Bodine, Revitalization Specialist with New York Department of State, for a monthly check-in meeting as a requirement of the Smart Growth grant under which the Zoning Update Project is funded.

May 5, 11:00 AM: Water, Sewer, and Stormwater Committee (WSSC)

- The monthly WSSC meeting was attended by Mike Moseley, Guy Krogh, David Herrick, Greg Weatherby (Bolton Point), Johnathan Licitra, and me. Topics discussed were: (1) sewer units used and remaining for the Village Solar apartment project; (2) agreement among members that the data center needs to work with the Town of Lansing rather than Bolton Point regarding water usage, since it is the Town’s infrastructure that will be used; and (3) update provided that easements are slowly coming in for the water main project.

May 6, 6:30 PM: Conservation Advisory Committee (CAC)

- I attended the first portion of the CAC meeting when the representative from the Southern Tier 8 Regional Board (the Climate Smart Communities [CSC] facilitator) was present to go over the actions that the Town has completed and those that we still need to complete in order to apply for Bronze Status as a Climate Smart Community. Bronze Status will bring more funding opportunities for the Town. Thus far she has documented 150 points (120 points are required for Bronze), but she wants to make sure that we have enough

should any of the actions she has identified are rejected by the State. She will be submitting the application the week of May 18.

May 7, 8:30 AM: Monthly Elected Officials Meeting

- Elected Officials is a monthly meeting of elected officials in the county (mayors, supervisors, and county administrator).

May 7, 1:30 PM: Joint Committee Meeting of Municipal Health Insurance Consortium (MHIC)

- As the alternate representative from Lansing, I attended this annual meeting of the MHIC. Presentations were made by the Executive Director as well as representatives from Excellus. Highlights and statistics were shared about the prior year, and expectations were set for the coming year's rates.

May 7, 3:45 PM: Bolton Point Budget and Finance Committee

- The financials were consistent with prior year at the same time with no remarkable activity. The Budget Adoption Schedule was reviewed, and we were informed that draft statements from the annual audit are in process.

May 7, 4:00 PM: Bolton Point Commissioners Meeting

- The Commissioners approved the April minutes, then heard reports from the Production Manager, Distribution Manager, Finance Manager, Human Resources Manager, and General Manager. The Production and Distribution Managers shared lists of training courses that their staff attended. The General Manager told of events that he and/or his staff participated in, as well as upcoming professional events that BP attends or participates in. Two Resolutions were passed: (1) Resolution to Approve Awarding the Raw Water Pump Station Electrical Upgrade Project Contract #1A to Robertson Development and Construction, LLC, and (2) Resolution to Approve Awarding the Raw Water Pump Station Electrical Upgrade Project Contract #1C to Ferguson Electric. Agendas for all Commissioners' meetings are found on the Bolton Point website: <https://www.boltonpoint.org/commission-meeting-packets>

May 8, 9:00 AM: Local Government Leaders Meeting

- This is a monthly meeting hosted by Jennifer Tavares, Director of Community Relations, Cornell University, which includes government officials from around the county. The meeting includes updates from Cornell on activities that affect the County, as well as updates from those on the call with activities in their municipalities that may affect other municipalities and/or Cornell.

Other tasks completed since last Board Meeting:

- On May 11, I submitted the Year 3 Application for the Electric Generation Facility Cessation Mitigation program. This is the State program designed to compensate municipalities for the lost tax revenue from facilities that have ceased operation. The State provides seven years of funds for such losses, starting with 80% of the lost PILOT revenue minus the Property Tax received in the program's first year, and reducing those funds by 10% each year through year 7.

MOTION TO ENTER EXECUTIVE SESSION

Councilperson _____ moved to **ENTER EXECUTIVE SESSION TO DISCUSS**

AT _____ PM.

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____

MOTION TO EXIT EXECUTIVE SESSION

Councilperson _____ moved to **EXIT EXECUTIVE SESSION AT _____ PM.**

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____

MOTION TO ADJOURN MEETING

Councilperson _____ moved to **ADJOURN THE MEETING AT _____ PM.**

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____