



## REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room  
Wednesday, January 21, 2026  
6:30 PM

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### AGENDA

#### SUBJECT TO CHANGE

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

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

To find our YouTube Channel - Go to [www.lansingtownny.gov](http://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. **Reports**
  - a. **Department of Public Works Report** – Mike Moseley
  - b. **Parks and Recreation Report** – Patrick Tyrrell
  - c. **Town Clerk Report** - Debbie Munson
  - d. **Lansing Community Library Report** – Annie Johnson
  - e. **Lansing Youth Services Report** – Richard Alvord
  - f. **Tompkins County Legislator Report** – Mike Sigler
  - g. **Engineer for the Town** – Dave Herrick
  - h. **Town Historian** - Sheri Lacko Munson
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. **Consent Agenda**
  - a. Motion Authorizing Supervisor to Sign 2026 Employee Assistance Program Agreement
  - b. Resolution Appointing Zoning Board of Appeals Members
  - c. Resolution Appointing Members to the Conservation Advisory Council
  - d. Resolution Approving the Town of Lansing Conservation Advisory Council 2025 Annual Report
  - e. Resolution Approving the Town Clerk's 2025 Annual Report, 2025 Water and Sewer Collection Report and 2025 Receiver of Taxes Report
  - f. Resolution Approving Fees for Town Clerk and Parks & Recreation Departments for 2026

- [g.](#) Resolution Establishing 2026 Water Rates for the Town of Lansing Consolidated Water District Users Including District Extensions and Outside Users
- [h.](#) Resolution Hiring Jordan Betts as Maintenance Supervisor in the Department of Public Works
- [i.](#) Resolution Hiring Nathaniel Rogers as Planner in the Codes & Planning Department
- [j.](#) Resolution Approving Audit and Budget Modifications
- [k.](#) Resolution Approving Consent Agenda

## **7. Motions and Resolutions**

- [a.](#) Motion to Approve Lansing Greenway Phase One Feasibility Study Completed by MJ Engineering, Architecture, and Land Surveying, P.C.
- [b.](#) Motion to Approve Myers Road Trail Feasibility Study Completed by T.G. Miller, P.C.
- [c.](#) Resolution Appointing Members to the Town of Lansing Planning Board
- [d.](#) Resolution Approving Terms of Road Use Agreement in Connection with Yellow Barn Solar Project

## **8. 2026 Organizational Resolutions**

- [a.](#) 2026 Town Board Organizational Resolutions

## **9. Board Member Reports**

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

## **10. Work Session**

- [a.](#) Social Media and e-Mail Policies
- [b.](#) Lansing Center Trail Extension
- [c.](#) Conservation Advisory Council - Assign projects

## **11. Executive Session if Needed**

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

## **12. 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.



## DEPARTMENT OF PUBLIC WORKS REPORT

*January 2026*

### NEW DEPARTMENT OF PUBLIC WORKS BUILDING:

- The Town of Lansing continues to collaborate with LeChase on the development of the new Department of Public Works (DPW).
- All foundations such as footers, and piers for the New DPW building have been completed.
- All CMU (block beneath grade) has been completed.
- All exterior block (split face and ground face) will be complete by 1/26/2026.
- Erection of the new DPW building (structural steel) will be completed by 1/23/2026.
- Temporary power has been completed by NYSEG and distributed to the site by the Electrical contractor (Panko)
- The water main standpipe has been installed in the water room of the new DPW building.
- The exterior siding will begin the week 1/26/2026 and run + or – 32 days with the roof starting directly following the new DPW building.

### WINTER MAINTENANCE:

- Winter has arrived in Lansing, and our dedicated crew members are working tirelessly to ensure the roads are plowed, salted, and safe for everyone in the community.

### MULCHING

- The Town of Lansing has completed mulching operations at the brush pile. Both the brush drop-off area and the mulch pickup pad have now been fully reopened for public use. Residents of the Town of Lansing and Village of Lansing are welcome to resume disposing of acceptable brush materials and collecting mulch.

### OFFICE:

- The Town of Lansing continues to work hand and 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:

- Commissioner Meeting with Bolton Point: *Responsible for passing resolutions that govern Bolton Point.*
- 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.*
- 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.*
- Lansing Town Department Heads Meetings.
- Capital Improvement Committee.
- Personnel Management Committee.



**January 2026**  
Town Board Report

**RECREATION:**

- Current Programs include Boys and Girls basketball, Cheerleading, Indoor Soccer, Skating, Skiing, Hitcats Winter Program, WaterCats Swimming, Wrestling, Travel Volleyball, YogaChi, Strength and Stretch, Cardio Step, and Adult Volleyball.
- After six years without, we have a bus going to ski club again.
- Our youth wrestlers have competed in several tournaments.
- We had to repair several of our backstop screens and backstops due to high wind damage.
- The Christmas tree has been taken down. Again, thank you to all involved, especially Moore's Family Farm, Lansing Event Committee, Wildlife Resolutions – John Hatfield, Salt Point Brewery, and our staff.
- We will be reconditioning and organizing our football equipment that has been returned over the next few weeks.

**PARKS:**

- Our current agreement with the NYS DEC for Salt Point has less than 5 years remaining; it is time for us (the Town) to start thinking about renewal or purchase. Guy and I have discussed.
- Camping and Pavilion reservations are now open. Camping as usual has filled up fast. We are excited to be able to offer six additional camp sites this summer.
- Our staff is currently working on the new fitness station at Myers Park. Concrete footings were poured last week. We hope to have this completed by early Spring.
- We have completed our winter mowing plan at Salt Point. This helps keep some of the invasive plants at bay.
- The staff continues servicing equipment. This is vital to us being ready once the weather changes.
- We are working on several grants for a new accessible canoe/kayak launch.
- Boat Slip lottery applications are available for 2026. Applications are due back January 30<sup>th</sup>. Please pick one up in our office or print one from our website. This is for a three-year boat slip term.
- Kayak rack spots are also available now; those are also filling up quickly.



**TRAILS:**

- We are currently working on several ditch crossings, bridges, and winter brush mowing.
- Several flowering trees have been planted along the sidewalk portion of the trail, in front of Salt Point Brewery.
- The boot brushes in the parking lot have been replaced.
- The trail parking lot has been plowed thus far, but please be careful as it does become icy.
- Lansing Greenway Phase One Feasibility Study has been completed; it is in front of the board for adoption.
- The Lansing Greenway Master Plan is starting to take shape; MJ team is continuing the work diligently on this project.
- The Myers Road Trail Feasibility Study has also been completed. Dave Herrick will discuss this in his Town Board report.

**TOWN HALL/COMMUNITY CENTER:**

- Halco has completed the pipe installation behind the Town Hall. They will be coming back in the Spring to level and re-seed the area.
- The Community Center furnace continues to be an issue.
- The Court office currently has no heat; space heaters are used daily. Likely, the Parks & Rec Department does not either.
- My crew is working on shelving for the new sound board in the courtroom.
- Thank you to my crew for keeping the Town Hall and Community Center sidewalks and entrances shoveled out this winter.

As always, thank you to our DPW for loaning their equipment to our department and other collaboration efforts.

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.

# Myers Road Trail Feasibility Study

Town Trails Committee Meeting (Zoom)

Agenda: January 9, 2026

## Discussion

1. Status of Conceptual Trail Alignments
  - a. Review recommendation for Salt Point termination to avoid railroad implications
  - b. Update on NYSEG pole relocation and Myers Road trail width widening
    - i. Proposing 8' wide from Ridge Road to Park 'circle'
    - ii. Improves winter maintenance
  - c. Summarize concept design criteria for all trail segments
2. Concept Phase Project Budget
  - a. Review construction cost estimating approach
    - i. Anticipate a Public Works Project completed through competitive bidding
    - ii. NYSDOT weighted average unit prices
    - iii. Conservative allowances for design, ROW, contingencies, escalation and permits
3. Possible Funding Sources
  - a. Review memo from Michele Palmer, Templeton
    - i. Timeline for 2026 grant opportunities
    - ii. Discuss strategies for enhancing funding applications to be successful
4. Public Outreach and Participation
  - a. Committee endorsement of Concept Plan
    - i. When, what steps and by whom
  - b. Present to Town Board
    - i. Public Information meeting(s)?
  - c. Landowner engagement
    - i. When is appropriate and by whom
    - ii. Salt Point and NYS
5. Other Planning and Design Considerations
  - a. Still need to determine requirements of Norfolk Southern/Ithaca Central RR
6. Next steps
  - a. Committee endorsement/recommendation
  - b. Presentation to Town Board
    - i. Authorization to pursue funding?

## Estimated Project Cost - Concept Phase

Myers Road Trail Feasibility Study

01/06/26

### Construction

Trail Segment	Percentage of total construction cost	Sub Total
Ridge Road - Myers Park	87%	\$685,200
Myers Road - Salt Point	10%	\$81,500
Marina Road - Ladoga Park Road	3%	\$20,800
Total		\$787,500
Escalation 3%		\$23,700
<b>Estimated Total Construction Cost</b>		<b>\$811,200</b>

### Permitting

Item Description	Quantity	Unit	Unit Cost	Sub Total
Rail Road Right-of-Way	1	LS	\$40,000	\$40,000
Total				\$40,000

### Additional Costs

Design Services (Preliminary and Final)	20%	\$157,500
Survey	5%	\$39,400
ROW (Acquisition and Attorney)	5%	\$39,400
Construction Administration and Inspection	15%	\$118,200
General Project Contingency	14%	\$110,300

**Estimated Total Project Cost** **\$1,316,000**

## Estimated Construction Cost - Concept Phase

Myers Road Trail Feasibility Study

01/06/26

Ridge Road - Myers Park

Item Description	Quantity	Unit	Unit Cost	Sub Total
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### General Requirements

Item Description	Quantity	Unit	Unit Cost	Sub Total
Mobilization	1	LS	\$8,000	\$8,000
Maintenance and Protection of Traffic	1	LS	\$8,000	\$8,000
<b>Total</b>				<b>\$16,000</b>

### Asphalt Construction

Top Course (NYSDOT Item 404.0983)	640	Ton	\$190	\$121,600
Binder (NYSDOT Item 404.1989)	240	Ton	\$191	\$45,900
Subbase (NYSDOT Item 304.12)	1040	CY	\$110	\$114,400
Asphalt Curb	2400	LF	\$6.00	\$14,400
Stabilization Fabric (NYSDOT Item 207.21)	4040	SY	\$3.00	\$12,200
<b>Total Asphalt Construction</b>				<b>\$308,500</b>

### Drainage

12" HDPE Storm Pipe	1490	LF	\$45.00	\$67,100
18" HDPE Storm Pipe	620	LF	\$50.00	\$31,000
24" HDPE Storm Pipe	180	LF	\$60.00	\$10,800
2x2 Drainage Inlets	19	EA	\$3,500.00	\$66,500
<b>Total Drainage</b>				<b>\$175,400</b>

### Earthwork

Rough Grading	1690	CY	\$90.00	\$152,100
Lawn Restoration (NYSDOT Item 610.10000015)	1330	SY	\$13.00	\$17,300
<b>Total Earthwork</b>				<b>\$169,400</b>

### Striping and Signage

Cross Walk Striping (NYSDOT Item 685.20000015)	2	EA	\$1,680.00	\$3,400
Trail Striping (NYSDOT Item 685.1102)	0.3	MILE	\$4,752.00	\$1,500
Traffic Signage (NYSDOT Item 645.86000015)	10	EA	\$747	\$7,500
Mailbox Relocation	10	EA	\$180	\$1,800
ADA Dome Mats	4	EA	\$420	\$1,700
<b>Total Striping and Signage</b>				<b>\$15,900</b>

**Construction Total      \$685,200**

## Estimated Construction Cost - Concept Phase

Myers Road Trail Feasibility Study

01/06/26

Myers Road - Salt Point

Item Description	Quantity	Unit	Unit Cost	Sub Total
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### General Requirements

Item Description	Quantity	Unit	Unit Cost	Sub Total
Mobilization	1	LS	\$2,000	\$2,000
Maintenance and Protection of Traffic	1	LS	\$2,000	\$2,000
Total				\$4,000

### Asphalt Construction

Top Course (NYSDOT Item 404.0983)	140	Ton	\$190	\$26,600
Subbase (NYSDOT Item 304.12)	190	CY	\$110	\$20,900
Stabilization Fabric (NYSDOT Item 207.21)	740	SY	\$3.00	\$2,300
Total Asphalt Construction				\$49,800

### Earthwork

Rough Grading	270	CY	\$90.00	\$24,300
Lawn Restoration (NYSDOT Item 610.10000015)	230	SY	\$13.00	\$3,000
Total Earthwork				\$27,300

### Striping and Signage

Trail Striping (NYSDOT Item 685.1102)	0.3	MILE	\$4,752.00	\$1,400
Traffic Signage (NYSDOT Item 645.86000015)	4	EA	\$747	\$3,000
Total Striping and Signage				\$4,400

Construction Total **\$81,500**

## Estimated Construction Cost - Concept Phase

Myers Road Trail Feasibility Study

01/06/26

Marina Road - Ladoga Park Road

Item Description	Quantity	Unit	Unit Cost	Sub Total
<b>Asphalt Construction</b>				
Top Course (NYSDOT Item 404.0983)	30	Ton	\$190	\$5,700
Subbase (NYSDOT Item 304.12)	40	CY	\$110	\$4,400
Stabilization Fabric (NYSDOT Item 207.21)	150	SY	\$3.00	\$500
<b>Total Asphalt Construction</b>				<b>\$10,600</b>
<b>Earthwork</b>				
Rough Grading	60	CY	\$90.00	\$5,400
Lawn Restoration (NYSDOT Item 610.10000015)	50	SY	\$13.00	\$700
<b>Total Earthwork</b>				<b>\$6,100</b>
<b>Striping and Signage</b>				
Cross Walk Striping (NYSDOT Item 685.20000015)	1	EA	\$1,680.00	\$1,700
Traffic Signage (NYSDOT Item 645.86000015)	2	EA	\$747	\$1,500
ADA Dome Mats	2	EA	\$420	\$900
<b>Total Striping and Signage</b>				<b>\$4,100</b>
<b>Construction Total</b>				<b>\$20,800</b>

# M E M O R A N D U M

Date: January 5, 2026

To: Lansing Trails Committee

From: Michele Palmer

Re: Grant funding for the Myers Road Trail

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## **Potential Funding Sources: New York State Programs**

Many New York State grants are now announced through the Regional Economic Development Councils for each region of the State in April or May and have typically been due the last Friday in July. The councils will list funding opportunities through a “Resources Available” link. Grant applications are submitted through the Consolidated Funding Grant Application. For a project applying for funding from multiple sources and several programs, an applicant can apply for more than one program in one application.

The New York State Grant Opportunities website is another resource designed to allow grant applicants to browse other NYS agency anticipated and available grant opportunities.

Regional Economic Development Councils: <https://regionalcouncils.ny.gov/>

Consolidated Funding Grant Application portal: <https://apps.cio.ny.gov/apps/cfa/>

New York State Grant Opportunities <https://grantsmanagement.ny.gov/>

Other programs announce opportunities on their individual program websites. Many provide a place to sign up for program updates and announcements, and it may be worthwhile to sign up for program notifications.

Predevelopment refers to those tasks that must be completed before implementation can take place. Implementation refers to construction on a type of project such as the trail. The tasks may include feasibility studies, detailed surveys, archaeological studies, environmental studies, detailed design through construction documentation, property acquisition, and other tasks that might be necessary before implementation may take place. Since most of the funding sources identified below entail public funds, granting agencies will have requirements and may identify specific tasks to comply with the terms of the grant.

Seeking funding is strategic. It can be strategic to seek funding for pre-development first and once those tasks are completed, seek implementation funding. Funding at any given time is limited. Many agencies would rather award funding in phases and be sure a project is truly feasible and ready for implementation before awarding implementation funding. Understanding what types of activities align with the goals of a grant program, as well as what types of activities are eligible, is key to selecting the appropriate agency for seeking funding. Demonstrating public support for a project is important for all grant applications. Demonstrating that there has been an open process and that members of the community support the project can be accomplished several ways but at a minimum, holding meetings where the public is invited to comment on the project and documenting those meetings is required.

Several potential funding sources are available to support the implementation of the trail project. These funding sources are discussed in further detail below. Note that these may evolve over time as grants expire or are introduced. There is uncertainty with funding from Federal sources (NYSDOT TAP is largely Federal pass-through funds), and programs that have funded projects in the past may no longer be available, but at this time, along with State grants, they continue to be offered.

NYS Grant programs will require compliance with NYS State Environmental Quality Review.

### **NYS Department of State (NYSDOS) Local Waterfront Revitalization Program (LWRP) Grant Program**

- The LWRP program serves as the Office of Planning and Development's primary program for working in partnership with waterfront communities across the State to address local and regional (coastal or inland) waterway issues, improve water quality and natural areas, guide development to areas with adequate infrastructure and services away from sensitive resources, promote public waterfront access, and provide for redevelopment of underutilized waterfronts. For communities with waterfronts designated by the Department of State, the Local Waterfront Revitalization Program (LWRP) is helpful in funding studies and predevelopment activities as well as implementation. Actions that increase public awareness and access to the waterfront are most successful with this program.  
<https://dos.ny.gov/local-waterfront-revitalization-program>
- The Town of Lansing did participate in the substantially complete NYS Local Waterfront Revitalization Program: Cayuga Lake Waterfront Plan Final Report dated December 2004. Myers point is mentioned about 60 times in the report though there does not appear to be any mention of the trail improvement.
- Designated Inland Waterways: Cayuga Lake is a Designated Inland Waterway  
<https://www.nysenate.gov/legislation/laws/EXC/911>
- Lansing is not located in a Potential Environmental Justice Areas PEJA Community therefore would not qualify for a reduced match. <https://opdgig.dos.ny.gov/datasets/NYSDOS::potential-environmental-justice-areas-peja-communities/explore?location=42.518607%2C-76.473688%2C11.69>

### **2026 Application Deadlines**

- If the State follows past schedules, grant applications will be due July 31, 2026

### **Local Match and Budget**

The program provides reimbursement grants with a 25% local match.

Applications can include one planning project or one implementation project. The minimum State assistance request for EPF LWRP grant funding per grant application is \$50,000 and the maximum State assistance request is \$2 million. Applications requesting under \$50,000 in EPF LWRP grant funding will be disqualified and will not be scored.

### **Eligible Expenses**

- Design Fees
- Archaeological studies
- Other studies as necessary, such as geotechnical studies
- Project Planning, which is eligible for stand-alone funding
- Construction
- Construction supervision
- Acquisition of property or easements
- Grant administration
- Procurement costs
- Project sign, which must be installed in perpetuity

### **New York State Parks Recreation and Historic Preservation**

### **Environmental Protection Fund Grant Program for Parks, Preservation and Heritage (EPF)**

<https://parks.ny.gov/grants/environmental-protection-fund>



Parks funding is for the acquisition, development and planning of parks and recreational facilities to preserve, rehabilitate or restore lands, waters or structures for park, recreation or conservation purposes and for structural assessments and/or planning for such projects. Examples of eligible projects include playgrounds, courts, rinks, community gardens, and facilities for swimming, boating, picnicking, hiking, fishing, camping or other recreational activities. Funds may be awarded for indoor or outdoor projects and must reflect the priorities established in NY Statewide Comprehensive Outdoor Recreation Plan (SCORP). <https://parks.ny.gov/sites/default/files/2025-12/2025-2030%20NYS%20SCORP.pdf>

This program has funded public access connections to parks in the past and is positively inclined to projects that improve ADA accessibility.

### 2026 Application Deadlines

- If the State follows past schedules, grant applications will be due July 31, 2026

### Local Match and Budget

The program provides reimbursement grants with a local match of 25% since zip code 14882 has a poverty rate of 10%. There are no stated minimum amounts for the program but awards from 2024 planning grants ranged from approximately \$30k to \$600k for a large-scale greenway planning project. Implementation grants are capped at \$675k.

### Eligible Expenses

- Design Fees
- Archaeological studies
- Other studies as necessary such as geotechnical studies
- Project Planning, which is eligible for stand-alone funding
- Construction
- Construction supervision
- Acquisition of property or easements
- Grant administration
- Procurement costs
- Project sign, which must be installed in perpetuity

### Program Benefit and Long-Term Protection Requirements:

To ensure the public benefits from the investment of State funds, all properties acquired or developed with grant funds will receive long-term protections. The method and term of the protection is dependent upon the type of applicant and project undertaken. Generally, the long-term protections include:

- Public access covenants or preservation covenants, for a specific term, conveyed to the State and recorded against a property deed, run with the land and apply to the grant recipient and all successive owners, operators and lessees.
- Perpetual preservation covenants or conservation easements conveyed to the State and recorded against a property deed, run with the land and apply to all successive owners, operators and lessees.
- Municipal parkland acquired or improved with EPF funding must remain parkland in perpetuity. Such real property shall not be sold, leased, exchanged, donated or otherwise disposed of or used for other than public park purposes without the express authority of an act of the legislature which shall provide for the substitution of other lands of equal environmental value and fair market value, reasonably equivalent usefulness and location, and such other requirements as shall be approved by the Commissioner.
- Sample documents are located at <https://parks.ny.gov/grants/environmental-protectionfund.aspx> under Long Term Protections. For municipal parkland, information is available in the "Handbook on the Alienation and Conversion of Municipal Parkland," located at <https://parks.ny.gov/publications/> under Other Publications.

**Eligible Expenses**

- Design Fees
- Archaeological studies
- Project Planning, which is eligible for stand-alone funding
- Construction
- Construction supervision
- Acquisition of property or easements
- Grant administration
- Procurement costs
- Project sign, which must be installed in perpetuity

**New York State Recreational Trails Program**

It is unclear how well the trail would score with this program since its focus appears to be on what they term “recreational trails.” It is a Federal pass-through funding program so there are additional requirements related to federal grants. The RTP funding is authorized in phases by FHWA. Expenses are only allowable after Federal authorization for the appropriate phase. Project schedules and budgets should be structured accordingly. Proceeding without Federal authorization may jeopardize Federal participation.

**2026 Application Deadlines**

- If the State follows past schedules, grant applications will be due July 31, 2026

**Local Match and Budget**

The program provides reimbursement grants with a 20% local match.

The total cost of each project may only include eligible costs (see “General Principles for Cost Eligibility” in the link). (CFR), Title 2: Grants and Agreements – Part 200 (2 CFR 200) Subpart E and Appendices. Refer to [www.ecfr.gov](http://www.ecfr.gov) and <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200> for the full text. Minimum and maximum funding request amounts are established annually in the solicitation for proposals. Typical minimum and maximum funding guidelines are as follows:

- Minimum Federal funding request for maintenance, restoration, rehabilitation, development, construction, acquisition, and assessment projects: \$25,000 (\$31,250 minimum total project cost).
- Minimum Federal funding request for equipment purchase-only projects: \$5,000 (\$6,250 minimum total project cost).
- Maximum Federal funding request for all projects: \$300,000 (\$375,000 minimum total project cost). Approximately \$2 million is available to fund projects annually.
- It is anticipated that 10 - 20 grants may be awarded each year. The actual dollar value and number of grants awarded is contingent upon the amount of RTP funding available to New York State at the time of grant award selections.

**Eligible Activities**

Eligible project types are defined in the RTP legislation (23 USC 206(d)(2))<sup>3</sup>. All applicants must link their proposed project to one, or more, of the following categories:

- Maintenance and restoration of existing trails may include any kind of trail maintenance, restoration, rehabilitation, or relocation. This category may include maintenance and restoration of trail bridges or appropriate signage along a trail.
- Development and rehabilitation of trailside and trailhead facilities and trail linkages for recreational trails may include development or rehabilitation of any trailside or trailhead facility. Trailside and trailhead facilities must have a direct relationship with a recreational trail.
- Purchase and lease of recreational trail construction and maintenance equipment includes purchase or lease of any trail construction or maintenance equipment, including lawn mowers and trail

grooming machines, provided the equipment is used primarily to construct and maintain recreational trails.

- Construction of new recreational trails may include construction of new trail bridges or installation of appropriate signage along a trail. Separate guidelines and approvals apply to the construction of trails on Federal land.
- Acquisition of easements and/or fee simple title to property may include acquisition of old road or railroad bridges to be used as recreational trail bridges. However, 23 USC 206(g)(1) prohibits condemnation of any kind of interest in property (e.g. eminent domain). Therefore, acquisition of any kind of interest in property must be from a willing landowner or seller.
- Assessment of trail conditions for accessibility and maintenance authorizes specific projects to assess trails to determine the level of accessibility for people who have disabilities, to develop programs to provide trail access information, and to assess trails for current or future maintenance needs.

2025 Guidelines <https://parks.ny.gov/sites/default/files/NYSRTPGuide2025.pdf>

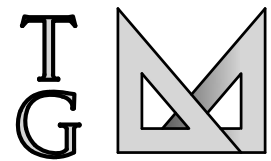
### **Private Foundations**

Private entities such as foundations are potential funding sources in many communities such as the Community Foundation. These types of grants tend to be small but can count towards the local match.



Templeton Landscape Architecture and Planning  
153 Pearsall Pl, Ithaca New York 14850





**T.G. MILLER, P.C.**  
ENGINEERS AND SURVEYORS  
605 WEST STATE STREET, SUITE A  
ITHACA, NEW YORK 14850  
WWW.TGMILLERPC.COM  
607-272-6477

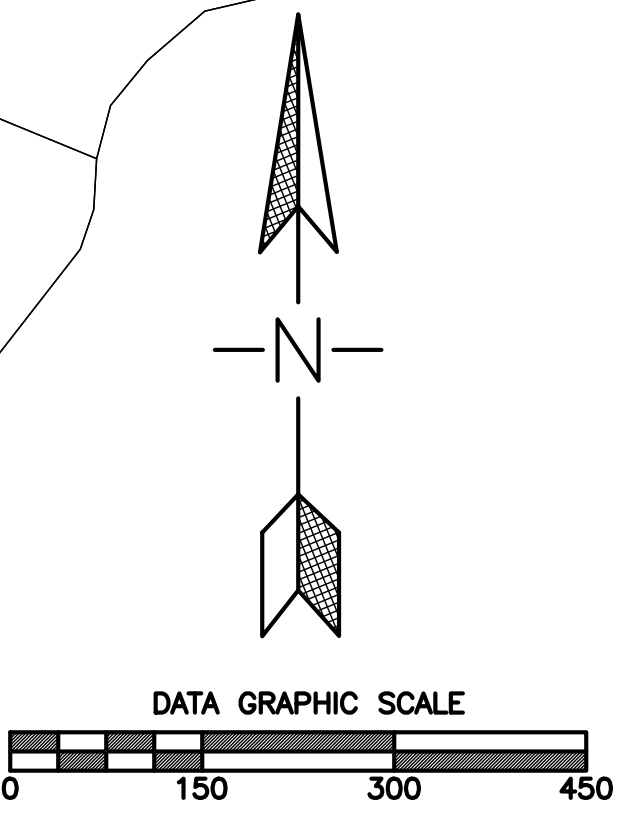
**TOWN OF LANSING  
MYERS ROAD TRAIL  
FEASIBILITY STUDY  
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK**

ISSUE	DATE	REVISION	BY

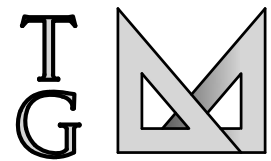


**SHEET TITLE**  
**KEY  
MAP**

DATE: <b>01/06/26</b>	JOB No. <b>E25-01</b>
SCALE: <b>AS SHOWN</b>	SHEET <b>C100</b>
DRAWN BY: <b>JWP</b>	
CHECKED: <b>DAH</b>	

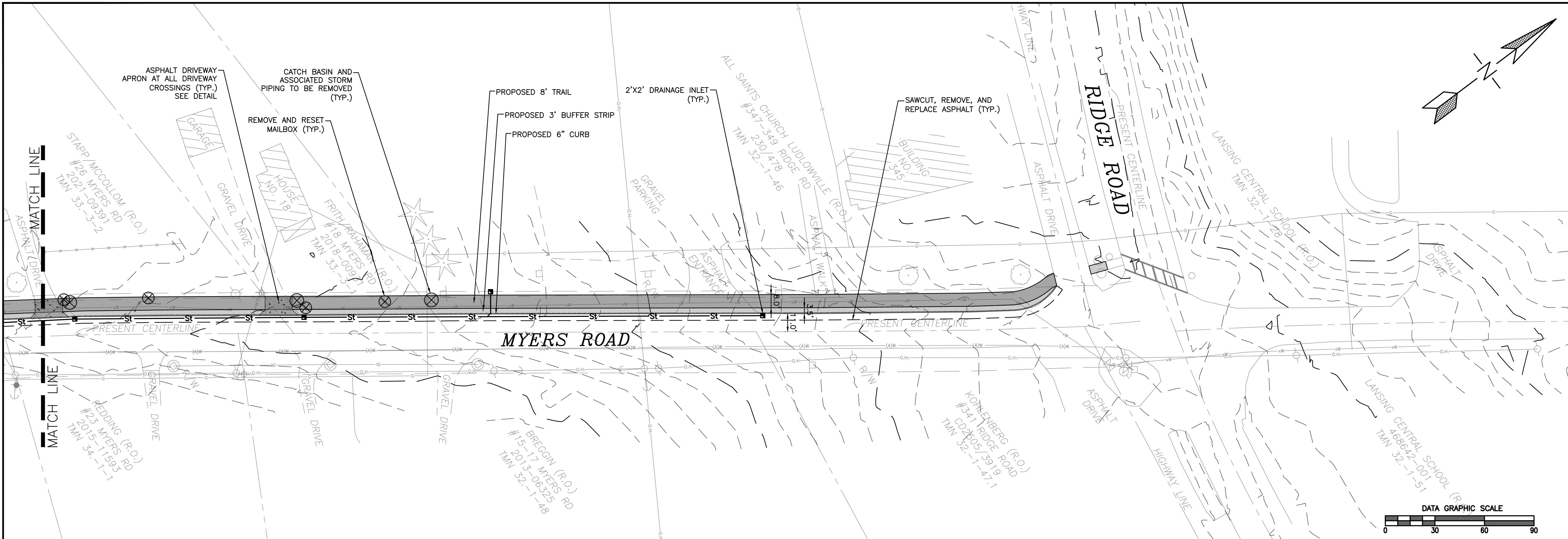




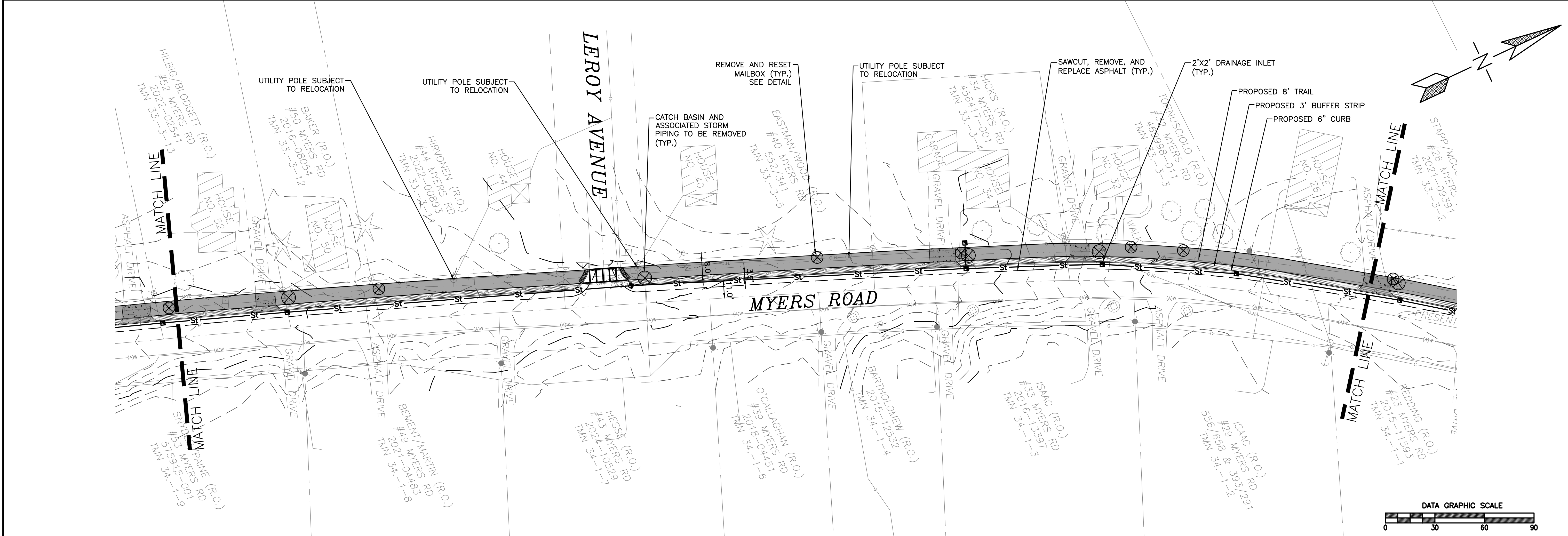


**T.G. MILLER, P.C.**  
ENGINEERS AND SURVEYORS  
605 WEST STATE STREET, SUITE A  
ITHACA, NEW YORK 14850  
WWW.TGMILLERPC.COM  
607-272-6477

**TOWN OF LANSING  
MYERS ROAD TRAIL  
FEASIBILITY STUDY  
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK**



**1 LAYOUT**  
SCALE: 1"=30'



**2 LAYOUT**  
SCALE: 1"=30'

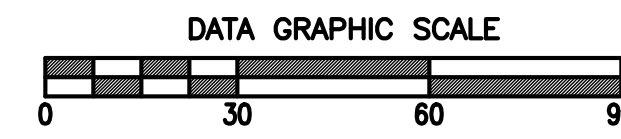
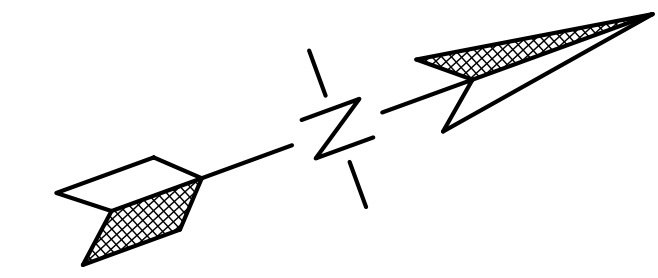
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DATE	
ISSUE	

**SHEET TITLE**  
LAYOUT PLAN

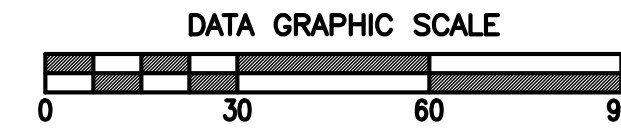
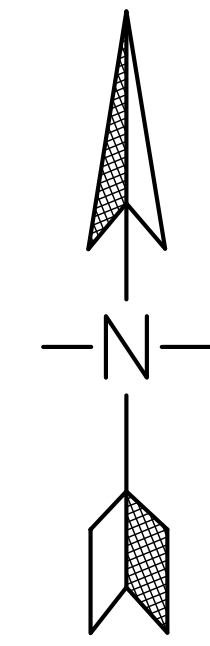
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**TOWN OF LANSING  
MYERS ROAD TRAIL  
FEASIBILITY STUDY**  
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK



1	LAYOUT
	SCALE: 1"=30'



2	LAYOUT
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SHEET TITLE

LAYOUT  
PLAN

DATE: 01/06/26	JOB No. E25-01
SCALE: AS SHOWN	SHEET C102
DRAWN BY: JWP	
CHECKED: DAH	





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**TOWN OF LANSING  
MYERS ROAD TRAIL  
FEASIBILITY STUDY  
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK**

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SHEET TITLE

LAYOUT  
PLAN

DATE: 01/06/26

6	JOB No.
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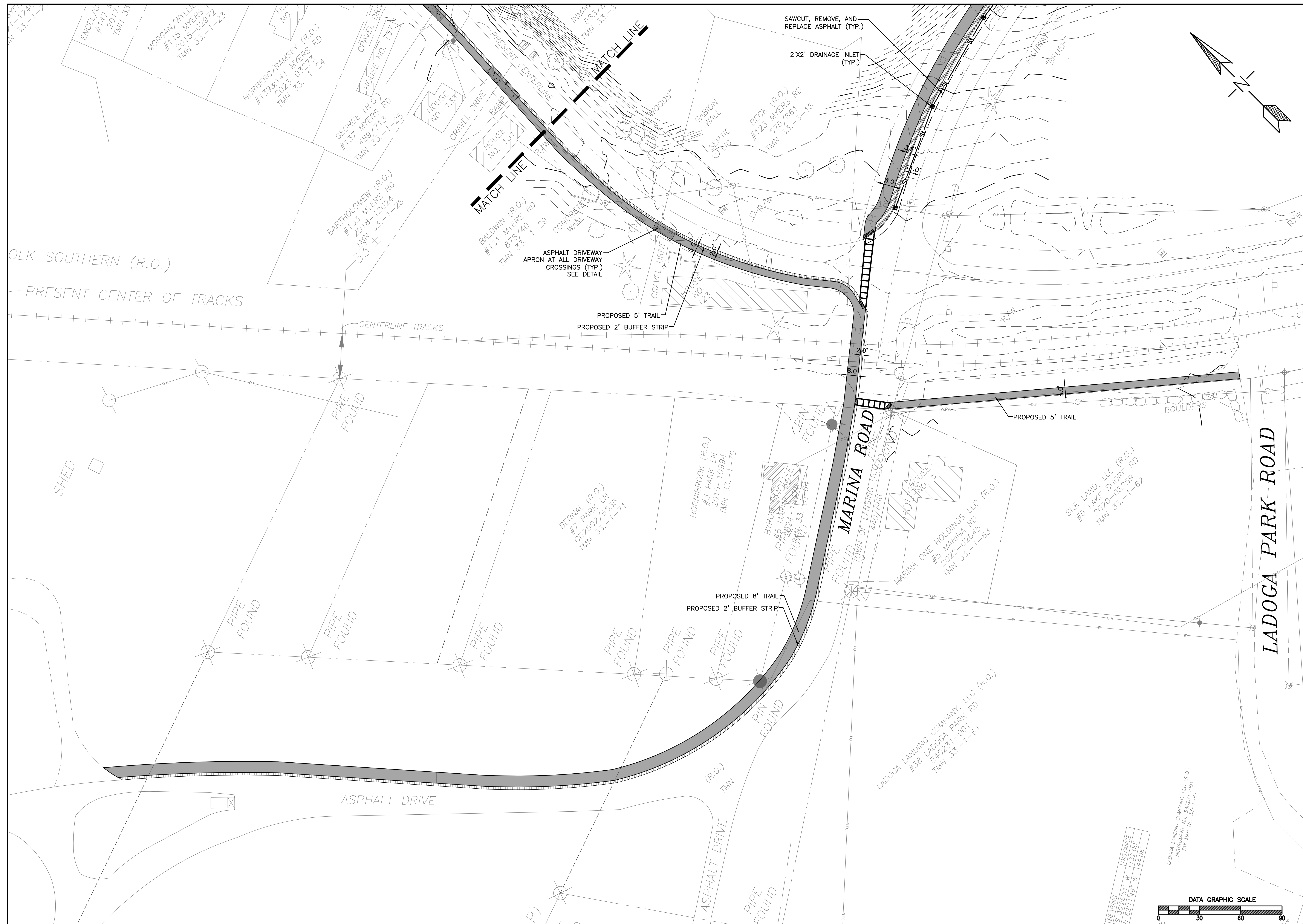
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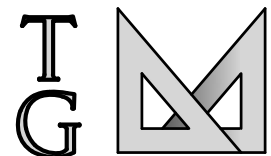
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**TOWN OF LANSING  
MYERS ROAD TRAIL  
FEASIBILITY STUDY  
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK**

ISSUE	DATE	REVISION	BY

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**SHEET TITLE**  
**LAYOUT PLAN**

DATE: 01/06/26

SCALE: AS SHOWN

DRAWN BY: JWP

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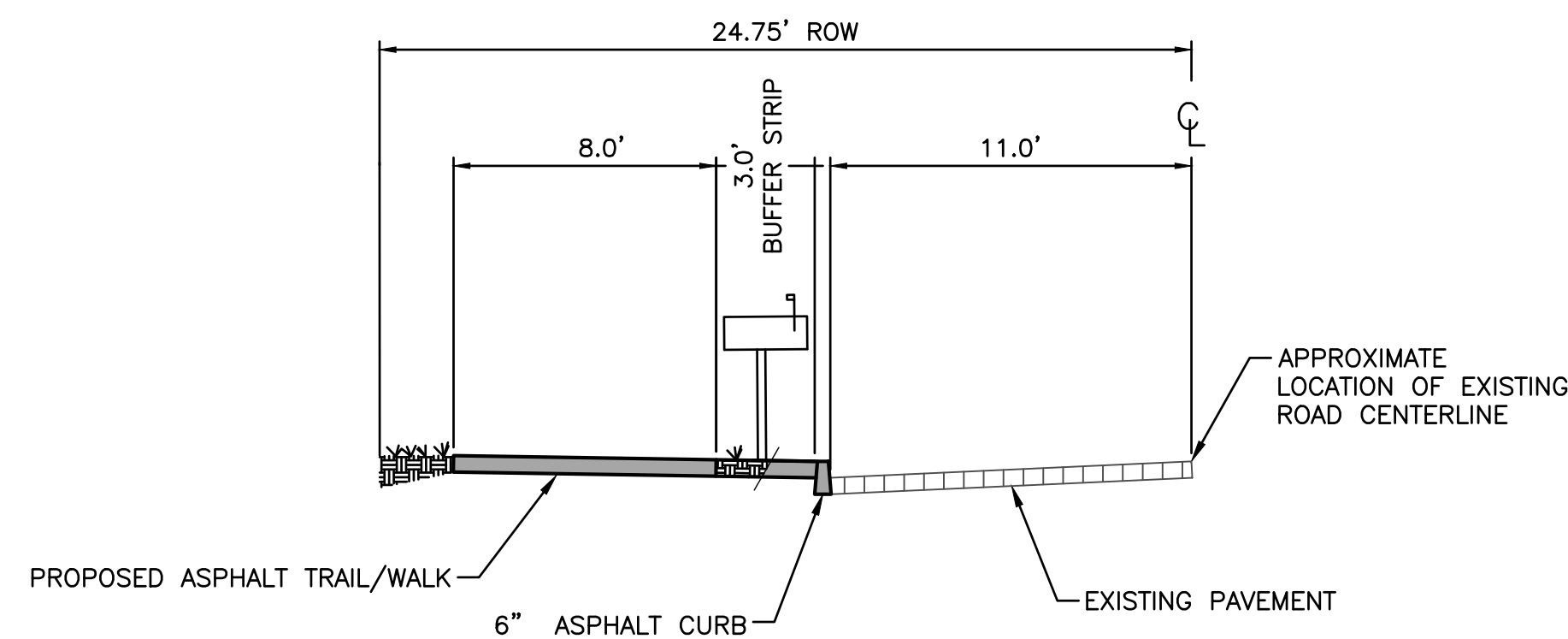
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ENGINEERS AND SURVEYORS  
605 WEST STATE STREET, SUITE A  
ITHACA, NEW YORK 14850  
WWW.TGMILLERPC.COM  
607-272-6477

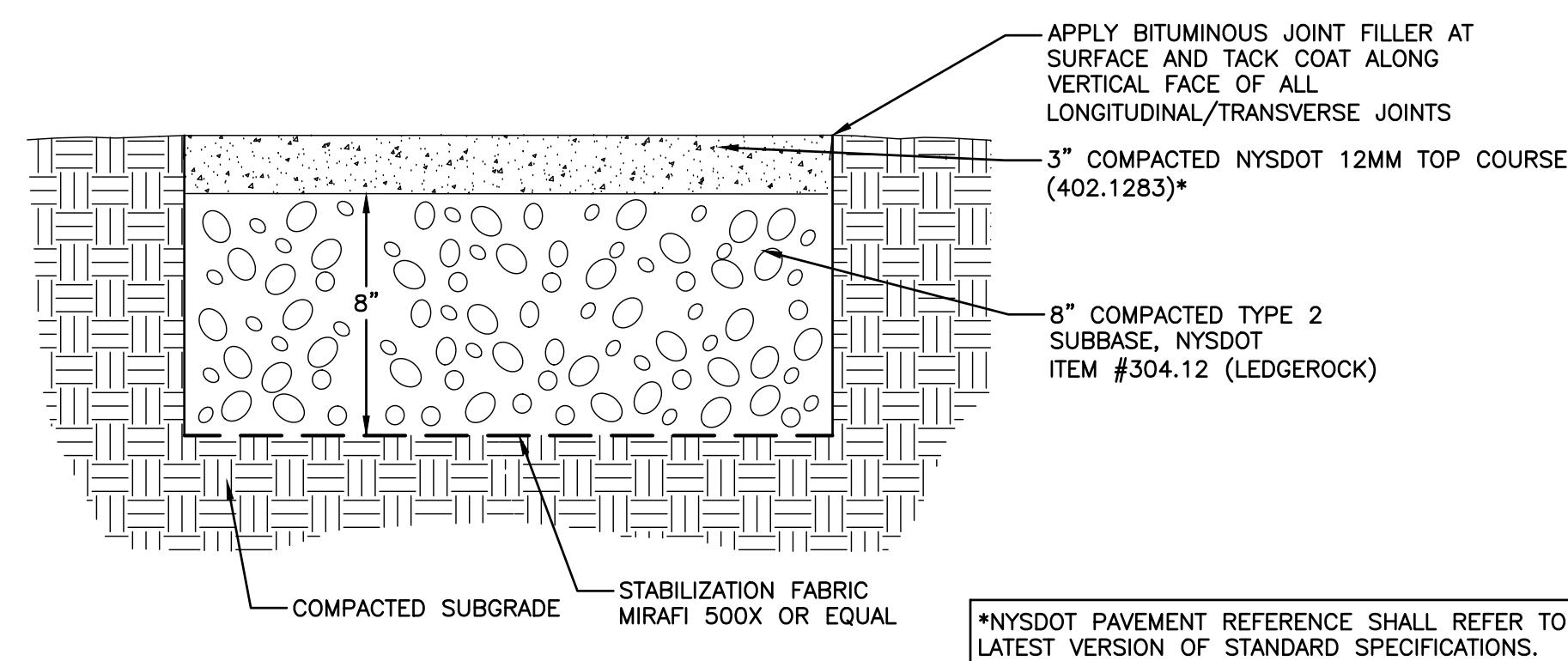
**TOWN OF LANSING  
MYERS ROAD TRAIL  
FEASIBILITY STUDY**  
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK



1

### 8' TRAIL WITH 3' BUFFER STRIP AND CURB

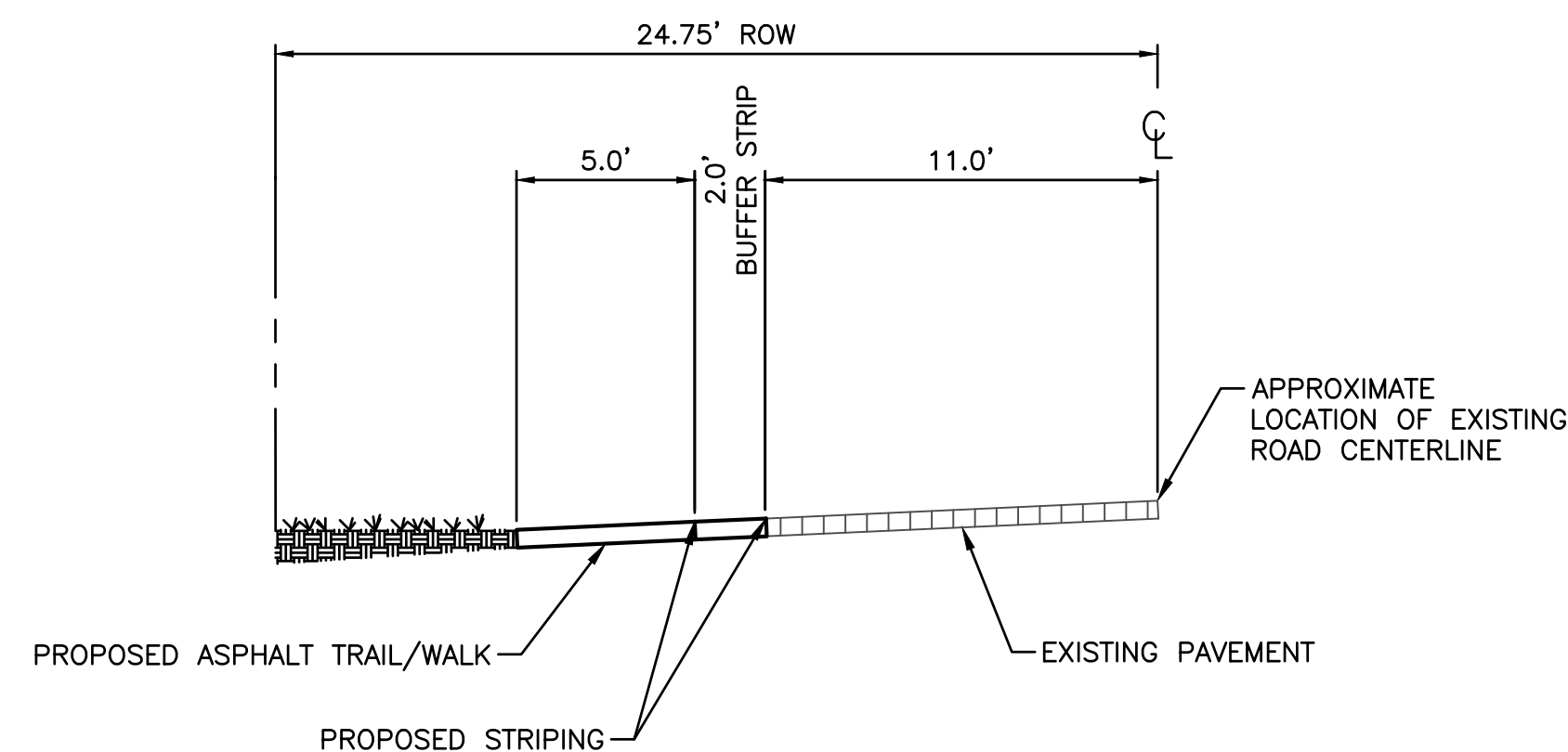
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4

## ASPHALT TRAIL

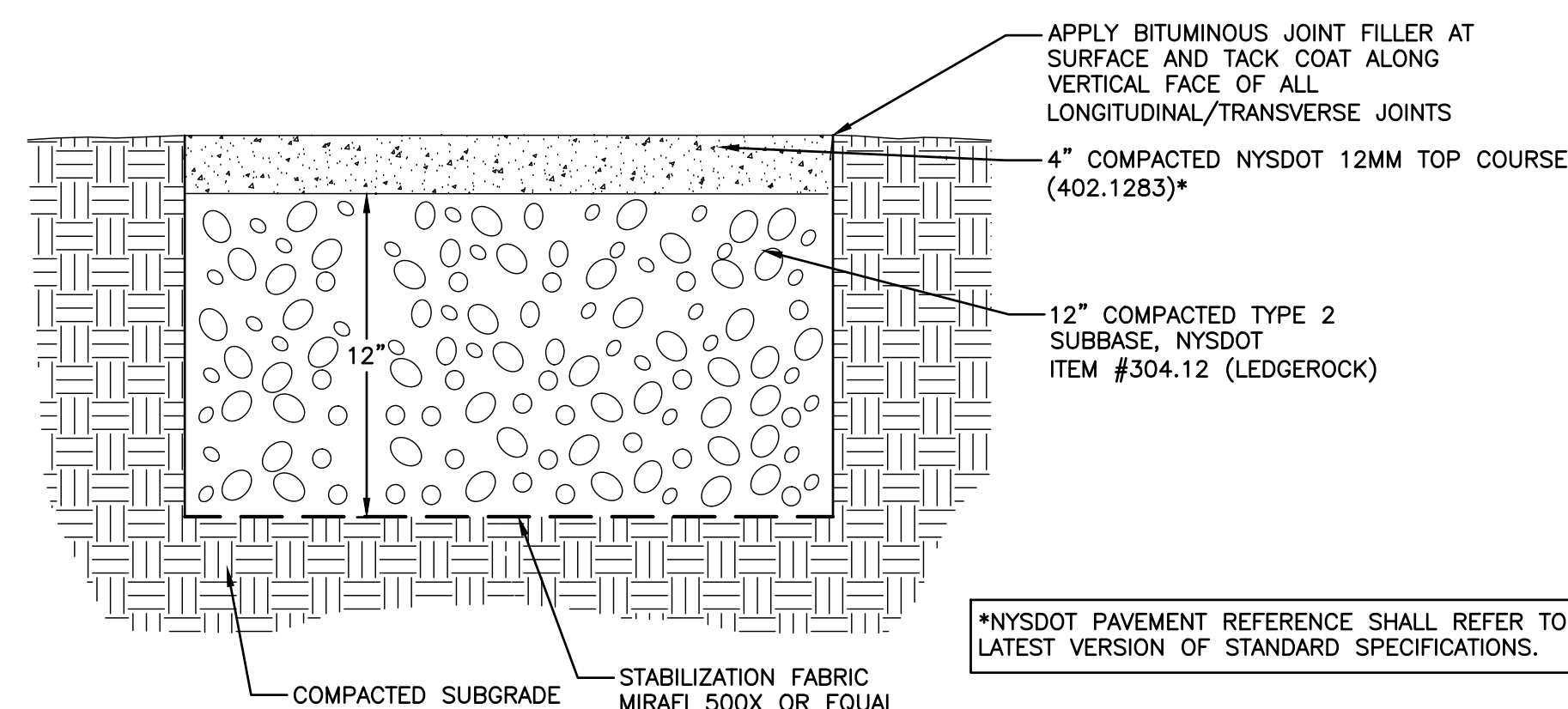
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2

## 5' TRAIL WITH 2' BUFFER STRIP

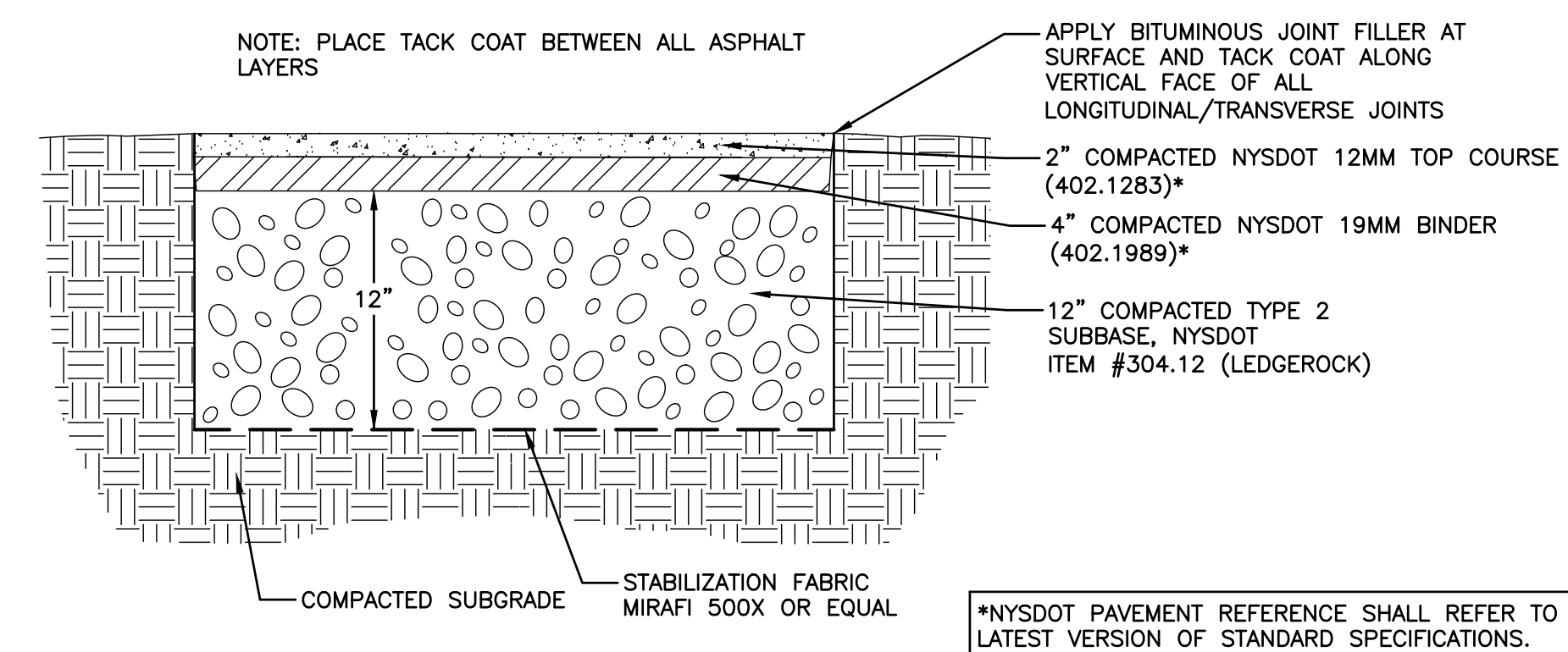
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5

## ASPHALT DRIVEWAY APRON

NOT TO SCALE



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NOT TO SCALE

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## ASPHALT SHOULDER REPLACEMENT

NOT TO SCALE

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NOT TO SCALE

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NOT TO SCALE

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JWP

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C201

# Town of Lansing Yearly Report

**Date of Report:** December 19, 2025

## Town Historian

**Sheri Lacko Munson**

**Reporting Period:** July–December 2025

## Introduction and Appointment

I was appointed Town of Lansing Historian on **July 16, 2025**. The past six months have been an active and productive period of transition, learning, and public engagement. I extend my sincere thanks to **Fannie Welch** for her many years of dedicated service as Town Historian and her assistance to Louise Bement, our long-time Lansing historian; to **John Howell, President of the Lansing Historical Association**, and the **members of the Lansing Historical Association** for their warm welcome and ongoing assistance; and to **Town Supervisor Ruth Groff** for her support.

Since my appointment, I have focused on familiarizing myself with the archive building, its collections, and existing organizational systems, while also working to expand public access and begin planning for future preservation and commemorative efforts.

## JULY 2025

- **July 16:** Official appointment as Town Historian.
- **July 29:** Attended Lansing Historical Association meeting.
- Continued orientation to the archive building, documents, and historic artifacts.

## AUGUST 2025

- **August 5:** Met with John Howell and Susan Gutenberger, Town Library Director, to discuss potential display area for an Eagle Scout project, potential library storage space for sensitive archival documents, and other archive needs.
- **August 5:** Met with John Howell and Pat Tyrrell to discuss laptops, software, scanning equipment, and budget needs for future digitization of archival materials, and early planning for the United States 250th anniversary.
- Conducted research for the Town of Lansing "Founding Story" essay for submission to NYAOT for the U.S. 250th Anniversary.
- **August 26:** Hosted evening open archive hours (4:30–6:00 PM); **1 visitor**.

- Preserved two newly discovered historical documents using Mylar film.
- Continued reading and research of local history books authored by past town historians and the 1994 historical context narrative.
- **August:** One-page introduction of myself published in the Lansing Historical Association newsletter, sharing my interest in local history and future goals.

## SEPTEMBER 2025

- **September 13 (Second Saturday):** Attended Tompkins County Historian and Municipal Historians meeting (10:00–11:15 AM).
- **September 30:** Hosted open archive hours (4:15–6:30 PM); **2 visitors.**
- **September 30:** Attended Lansing Historical Association meeting.

## OCTOBER 2025

- **October 11 (Second Saturday):** Archive building open for research (10:00 AM–12:00 PM) by archive volunteers.
- **October 21:** Hosted open archive hours (4:15–6:30 PM); **3 visitors.**
- **October 21:** Community planning meeting for the U.S. 250th Anniversary (6:00 PM).
- **October 26:** Submitted Town of Lansing "Founding Story" essay to the NYAOT for the United States 250th Anniversary of Independence. Essay will be shared in a future issue of the Lansing Historical Association newsletter. If chosen, NYAOT will highlight Lansing, NY at their annual meeting.
- Reached out to Lansing Middle School teachers regarding possible student participation in 250th anniversary activities.
- Conducted research related to Ludlowville history, including review of the Genoa Historical Society website and the *Genoa Tribune*.

## NOVEMBER 2025

- **November 8 (Second Saturday):** Archive building open for research (10:00 AM–12:00 PM); **2 visitors**, including individuals interested in historic signage and waterfront trail markers.
- **November 18:** Hosted open archive hours (4:15–6:30 PM); **2 visitors.**
- **November 18:** Attended Lansing Historical Association meeting.
- **November 18:** Asked to fill the open position of **Vice President of the Lansing Historical Association.**
- **November 19:** Community planning meeting for the U.S. 250th Anniversary (6:00 PM).
- **November:** Accepted donation of an antique cabbage shredder delivered by Cathy Moseley Moore from the Benson family.
- Began transcription of **Noble Keeney's 1914 journal**, a Lansing farmer and veteran, including research on his wife Ella Bacon Keeney, his in-laws the Bacon family, and Ella's grandparents the Teeters, who are frequently referred to in the journal.

## DECEMBER 2025

- **December 3:** Applied for New York State Library / NYSLCE Municipal Historian Library Card.
- **December 4:** Library card application approved.
- **December 5:** Placed simple holiday decorations for the archive building.
- **December 6:** Archive building open with Historian as host during the Artisan Craft Fair from 10:00 AM to 3:00 PM; **12 visitors**, plus **5 additional individuals** who stopped in while seeking the craft fair. Shared information about the archive building, local history resources, and Lansing Historical Association membership.
- **December 6:** Accepted donations from Cory Baker, including Cayuga Rock/Cargill memorabilia, diploma, wedding announcement, Crew Mine Rescue jacket, and related materials.
- Promoted books by past Town of Lansing historians and local authors.
- **December 12:** Researched *Genoa Tribune* issues from 100 years ago for Lansing-related news.
- Created museum description cards for the **Treman Cider Mill** and a donated cabbage shredder.
- **December 18:** Researching and getting quotes for the cost of five banners to display along Auburn Road to commemorate the United States 250th Anniversary celebration.
- Continued transcription and research related to Noble Keeney and the Keeney and Bacon family histories.
- Ongoing review and setup of historian email accounts and correspondence.

## Archive Visitor Log (July–December 2025)

Date	Time	Number of Visitors	Notes
August 26, 2025	4:30–6:00 PM	1	Evening open hours
September 30, 2025	4:15–6:30 PM	2	Evening open hours
October 21, 2025	4:15–6:30 PM	3	Evening open hours
November 8, 2025	10:00 AM–12:00 PM	2	Second Saturday visitors; interest in historic signage
November 18, 2025	4:15–6:30 PM	2	Evening open hours
December 6, 2025	10:00 AM–3:00 PM	17	Artisan Fair open house; includes 5 visitors seeking craft fair

## Ongoing Monthly Activities

### Archive Access

- The archive building is open for research on the **second Saturday of each month from 10:00 AM–12:00 PM**, thanks to archive volunteers Ann Drake and Joan Hass.
- The archive building is also open on the **last Tuesday of each month from 4:15–6:30 PM**, hosted by the Town Historian.
- The archive is also open by appointment with the Town Historian or volunteers. Visitors are welcome by contacting the Historian directly; email is the preferred method:  
[townhistorian@lansingtownny.gov](mailto:townhistorian@lansingtownny.gov).

### County and Local Meetings

- Brainstorming meetings with a variety of Lansing community members and organizations for 250th anniversary planning
- Regular attendance at **Tompkins County Historian and Municipal Historian meetings**, held on the second Saturday of the month.
- Lansing Historical Association meetings attended in July, September, and November 2025.
- Membership in New York State historian organizations such as **The Association of Public Historians of New York State**.

### Public Engagement and Outreach

- Active presence on social media (Instagram and Facebook) with the assistance of Cathy Moseley and Cory Baker.
- Promotion of public use of archival resources and local history awareness.

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## Research and Preservation Efforts

- Transcription and digitization of Noble Keeney's 1914 journal, with plans to share entries in the Lansing Historical Association newsletter.
- Research into Ludlowville history, abolitionist activity, early Lansing families, Portland Point, and historic maps near Breed Road.
- Preservation and organization of newly donated materials, yearbooks, and school-related artifacts.
- Plans to return historic schoolbooks to the one-room schoolhouse collection.
- Goal to implement **History Forge**, a community history program in Ithaca that allows residents to contribute personal stories, documents, and photographs to a shared digital archive, increasing public engagement and preservation of local history.

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## Planning for the U.S. 250th Anniversary

- Participation in community planning meetings.
- Outreach to educators and community members.
- Initial research into banners, potential murals, and other commemorative projects.

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## Needs and Goals for 2026

- Laptop and software for archival work
  - Printer/copier/scanner and supplies (ink)
  - Archival sheets and storage boxes
  - Membership in New York State municipal historian organizations
  - Banners and materials for U.S. 250th anniversary events
  - Continued development of digitization workspace within the archive building
  - Implementation of **History Forge** program to engage the Lansing community in documenting and preserving local history
- 

## Conclusion

The latter half of 2025 has been a period of strong foundation-building for the Town Historian's office. Through increased public access, preservation efforts, research, and planning for future commemorations, I look forward to continuing this work in 2026 in collaboration with town officials, volunteers, and the Lansing community.



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Town of Lansing, NY** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **1/1/26-12/31/26**.

### I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member's needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

**Important information for members residing in California:** Under California's Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to **three (3) mental health counseling sessions, within each six-month period. You cannot exceed six (6) EAP sessions in a twelve-month period.** If your organization's Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and we will abide by the Knox-Keene Health Care Service Plan Act – **Cannot exceed six (6) sessions in a twelve-month period.**

- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life. Discounts vary by season and location.

## II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

## III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



#### IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

#### V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

#### VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan**:

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

**Legal benefits exclude coverage for:**

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.



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Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## **VII. Term**

- A.** Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

## **VIII. Fees and Payment**

- A.** Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B.** Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C.** The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

## **IX. Indemnification and Limitation of Liability**

- A.** ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B.** Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.
- C.** Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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HealthCare EAP  
Union AP

## **X. Force Majeure**

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

## **XI. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

## **XII. Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES LLC**

**Town of Lansing, NY**

\_\_\_\_\_  
Gordon G. Bell, President

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | EXHIBIT A

Town of Lansing, NY ("Client") 1/1/26-12/31/26

### Service Charges and Payment

- A. The annual fee for the employee assistance program is **\$18.19** per employee.
- B. The total number of employees covered under this Agreement is **45**.
- C. Client agrees to pay ESI the sum of **\$818.55** annually.
- D. The annual fee includes all employees and their household members as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. Trauma Responses available at **\$300.00** per hour plus travel time.

#### Cancellation Policy for Trauma Response Service:

If your organization cancels a scheduled Trauma Response with less than 48 hours' notice:

- **If the Trauma Response is *not* included in your contract:** A cancellation fee of **\$350** will be charged.
  - **If the Trauma Response *is* included in your contract:** One Trauma Response will be deducted from your contracted total.
- H. DOT-required Substance Abuse Evaluations - **\$850.00** each.

**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN 2026  
EMPLOYEE ASSISTANCE (EAP) PROGRAM AGREEMENT**

**MOTION M26-**

**MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN 2026  
EMPLOYEE ASSISTANCE (EAP) PROGRAM AGREEMENT**

Motion authorizing Town of Lansing Supervisor to sign 2026 Employee Assistance Program (EAP) Agreement between ESI Employee Assistance Group and Town of Lansing, Term of Agreement January 1 through December 31, 2026.

**RESOLUTION APPOINTING TOWN OF LANSING ZONING BOARD OF APPEALS MEMBERS**

**RESOLUTION 26-**

**RESOLUTION APPOINTING TOWN OF LANSING  
ZONING BOARD OF APPEALS MEMBERS**

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

WHEREAS, the Zoning Board of Appeals had two members with terms that expired on December 31, 2025, one member and one alternate member; and

WHEREAS, Richard Hayes' term expired and he did not seek reappointment; and

WHEREAS, Jamie Jones, who previously served as an alternate member on the Zoning Board of Appeals, is seeking reappointment as a full member for a five-year term; and

WHEREAS, the Town received six completed applications; and

WHEREAS, interviews were conducted by the Interview Committee; and

WHEREAS, the Town of Lansing Zoning Board of Appeals has recommended that Jamie Jones be reappointed as a full member to the Lansing Zoning Board of Appeals and John Bauda be appointed as an alternate member; and

WHEREAS, both recommended applicants are qualified to be on the Town of Lansing Board of Appeals; and

WHEREAS, the appointment requires Jamie Jones and John Bauda complete the mandatory New York State and Town of Lansing training requirements; 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 reappointed as a full member to the Town of Lansing Zoning Board of Appeals effective January 1, 2026 through December 31, 2030, to serve at the pleasure of this Board, and
2. John Bauda is hereby appointed as an alternate member to the Town of Lansing Zoning Board of Appeals effective January 22, 2026 through December 31, 2026, to serve at the pleasure of this Board, and
3. The Town Clerk shall administer the oath of office for such appointments.

**RESOLUTION APPOINTING MEMBERS TO THE TOWN OF LANSING  
CONSERVATION ADVISORY COUNCIL**

**RESOLUTION 26-**

**RESOLUTION APPOINTING MEMBERS TO THE TOWN OF LANSING  
CONSERVATION ADVISORY COUNCIL**

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

WHEREAS, in November of 2017, and as is set forth in the updated 2018 Comprehensive Plan, the Town approved creating a Conservation Advisory Council to perform certain functions for the Town and to act in an advisory capacity under General Municipal Law § 239-x; and

WHEREAS, on January 16, 2019, the Town Board of the Town of Lansing adopted Resolution 19-49 creating the Conservation Advisory Council (hereinafter termed “Council” or “CAC”) under authority granted to the Town by General Municipal Law Section 239-x; and

WHEREAS, on December 15, 2021, the Town Board of the Town of Lansing adopted Resolution 21-157 expanding the CAC membership to a maximum of nine (9) members under authority granted to the Town by General Municipal Law Section 239-x; and

WHEREAS, the Interview Committee interviewed seven (7) CAC applicants, including three current members with expiring terms, and recommended that Aziza Benson, Kristin Maushart, and Emily Phillips be appointed as new members to the CAC; and

WHEREAS, Brian Boerman, Edward Dubovi, and John Fleming’s current terms of appointment ended on December 31, 2025 and each are seeking a reappointment to serve on the CAC; and

WHEREAS, upon due consideration and deliberation by the Town of Lansing Town Board, the following candidates, in the judgment of the Town Board, are qualified to serve on the CAC and now therefore be it

RESOLVED as follows:

1. Aziza Benson, Kristin Maushart, and Emily Phillips are hereby appointed as new Members to the Town of Lansing Conservation Advisory Council for two-year terms effective January 22, 2026 through December 31, 2027.
2. Brian Boerman, Edward Dubovi, and John Fleming are hereby reappointed as Members to the Town of Lansing Conservation Advisory Council for two-year terms effective January 1, 2026 through December 31, 2027.

**RESOLUTION APPROVING THE TOWN OF LANSING CONSERVATION  
ADVISORY COUNCIL 2025 ANNUAL REPORT**

**RESOLUTION 26-**

**RESOLUTION APPROVING THE TOWN OF LANSING  
CONSERVATION ADVISORY COUNCIL 2025 ANNUAL REPORT**

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

WHEREAS, per Town Board Resolution 19-49 the Conservation Advisory Council was authorized to perform certain functions for the Town and to act in an advisory capacity under General Municipal Law § 239-x; and

WHEREAS, the aforementioned Resolution and General Municipal Law 239-x(f) require the Conservation Advisory Council to file required annual reports with the Town Board on or before the thirty-first day of December of each and every year, and once approved by the Town Board, to send a copy thereof to the New York State Commissioner of Environmental Conservation; and

**Town of Lansing  
Conservation Advisory Council  
2025 Annual Report**

**Membership**

Members of the Conservation Advisory Council (hereafter “CAC”) are appointed by the Lansing Town Board each January via resolution. The following members served in 2025:

Robyn Bailey  
Edward Dubovi (chair)  
John Fleming  
Todd Walter  
Brian Boerman  
Lisa Scanlon  
Travis Kitch  
John Hatfield

Two new members joined the CAC in 2025 – Travis Kitch and John Hatfield. Attempts to recruit a student were unsuccessful.

**Activities for 2025**

Limited progress was made in 2025. The first two meetings of 2025 were devoted to a request for a resolution concerning the renewal permit for Cargill and an amendment to allow storage of water in an abandoned section of mine. John Dennis gave a presentation on the environmental aspects of the Cargill request. A resolution was forwarded to the Town Board requesting more oversight by the DEC.

In April, a presentation was given by Jon Negley, District Manager, Tompkins County Soil and Water Conservation District. As noted, the mission of the Tompkins County Soil and Water Conservation District (SWCD) is to provide assistance to citizens and units of local



government in making sound decisions on the management of soil, water and related natural resources based on their needs. Key function of the SWCD is assisting with developing and coordinating grant applications from multiple sources. Assistance to the Town of Lansing has included ditch management with the installation of “fleximats” to reduce erosion, culvert outlet stabilization installations, stormwater ponds to reduce water flow, and stream realignment in the Salmon Creek watershed. Note was made concerning the erosion issues at the site of the Lansing Rod and Gun Club. A recent report indicates progress is being made on this complex issue.

In May, the CAC had a presentation by Rebecca Schneider, Associate Professor, Natural Resources and the Environment at Cornell. She discussed various aspects of watershed and sustainable resource management. Issues associated with “ditch” management by local DOT units as they related to storm water erosion were noted. A possible associated with agriculture land field drains and lower water tables was discussed.

A considerable amount of time was spent this year trying to make progress on implementing the Climate Smart Communities (CSC) program for the Town of Lansing. With the help of Cornell Cooperative Extension (CCE), some steps were taken to outline an approach that the CAC could take. A task force was created to try to move forward on the CSC. Two events somewhat hindered progress – a task force member resigned due to relocation and CCE lost the contract for the CSC program. The CSC contract now resides with the Southern Tier 8 Regional Board with our contact being Ashley Seyfried. Ashley attended a CAC meeting in October, and her charge was to see what had been done previously and to try and outline steps that could be taken in the future.

The Town Board had opened a discussion on whether the CAC should be designated a Conservation Board (CB). CB’s are given the responsibility to assess the environmental impact of certain developments particularly as they pertain to property listed in the Open Space Conservation Plan. Concern was raised as to the need for administrative support for the CB especially from the Planning Department. A meeting was held with the Town of Ithaca CB to gain insight into how they operate. A senior planner attends their meetings and provides administrative support for the CB. All plans for a qualified development were provided to the CB for review. If necessary, a site visit was arranged to assess the conservation issues in question. Final reports were prepared by the Planning Dept. Clearly, a CB cannot function without administrative support.

### **Future CAC efforts**

Future efforts of the CAC will be in need of two items:

- 1) Some directions by the Town Board as to issues that they deem of value in exploring and.
  - The CAC serves at the pleasure of the Town Board and should not embark on projects not sanctioned by the Board. The CAC is charged to “conduct researches into the land area of the Town of Lansing”. Where and for what purpose?? There should be some consensus of the Board as to what tasks should be pursued by the CAC.
- 2) Administrative support
  - Virtually no progress can be made with the CSC program without admin support. The 2025 CAC had 8 members, 7 of whom had full-time jobs. Even if the CAC

could access town records, the time element for most CAC members is prohibitive. A “task force” approach with few CAC members may be the most productive approach if other elements are in place.

Without direction from the Town Board on relevant topics and without administrative resources to accomplish identified tasks, monthly meetings of the CAC may not be necessary. If specific areas of interest are identified, then the “task force” model may be the most effective way to make progress. The CAC would then meet only to review and approve the achievement of the task force.

**RESOLUTION APPROVING THE TOWN CLERK'S 2025 ANNUAL REPORT, 2025 WATER AND SEWER COLLECTION REPORT AND 2025 RECEIVER OF TAXES REPORT**

**RESOLUTION 26–**

**RESOLUTION APPROVING THE TOWN CLERK'S 2025 ANNUAL REPORT, 2025 WATER AND SEWER COLLECTION REPORT AND 2025 RECEIVER OF TAXES REPORT**

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the following Town Clerk's 2025 Annual Report, 2025 Water and Sewer Collection Report, and 2025 Receiver of Taxes Report, as set forth below.

01/09/2026  
08:52:06

TOWN OF LANSING

TOWN CLERK'S 2025 ANNUAL REPORT

RECEIPTS

53	MARRIAGE TRANSCRIPTS	530.00
41	MARRIAGE LICENSES AND OFFICIANTS	1,505.00
	DECALS	18,104.00
1	BINGO LICENSES	56.25
3	BINGO PROCEEDS	6.21
56	PHOTOCOPIES	14.00
2	FAXES OUTGOING	8.00
1	BAD CHECK FEE	20.00
1	MISCELLANEOUS REVENUE	31.50
1508	DOG LICENSES	24,700.00
TOTAL RECEIPTS:		\$44,974.96

DISBURSEMENTS

	PAID TO SUPERVISOR FOR GENERAL FUND	25,535.60
	PAID TO NYS DEC FOR DECALS	16,815.61
	PAID TO NYS ANIMAL POPULATION CONTROL FUND	1,870.00
	PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	720.00
	PAID TO STATE COMPTROLLER FOR BINGO LICENSES	33.75
TOTAL DISBURSEMENTS:		\$44,974.96

Dog Tickets Issued – 32  
 Accessible Parking Permits Issued/Renewed – 284  
 Notary Signatures – 960  
 FOIL Requests – 88

**2025 TOWN OF LANSING**  
**WATER AND SEWER COLLECTION**

MONTH	WATER	PENALTY	TOTAL
January	\$3,758.09	\$321.20	\$4,079.29
February	\$215,822.35	\$440.10	\$216,262.45
March	\$15,986.23	\$898.97	\$16,885.20
April	\$3,123.53	\$228.04	\$3,351.57
May	\$210,108.13	\$1,688.18	\$211,796.31
June	\$12,240.20	\$983.18	\$13,223.38
July	\$2,325.92	\$166.09	\$2,492.01
August	\$242,420.60	\$1,153.34	\$243,573.94
September	\$20,859.18	\$1,797.86	\$22,657.04
October	\$14,216.11	\$1,335.55	\$15,551.66
November	\$252,395.09	\$239.27	\$252,634.36
December	\$751.87	\$44.44	\$796.31
TOTAL	\$994,007.30	\$9,296.22	\$1,003,303.52

**CHERRY ROAD SEWER COLLECTION**

MONTH	SEWER	PENALTY	TOTAL
January	\$293.50	\$19.06	\$312.56
February	\$9,331.77	\$0.00	\$9,331.77
March	\$515.00	\$51.50	\$566.50
April	\$103.00	\$10.30	\$113.30
May	\$8,794.56	\$0.00	\$8,794.56
June	\$892.66	\$61.03	\$953.69
July	\$103.00	\$10.30	\$113.30
August	\$9,165.67	\$41.20	\$9,206.87
September	\$412.00	\$30.90	\$442.90
October	\$1,125.25	\$112.53	\$1,237.78
November	\$8,790.67	\$0.00	\$8,790.67
December	\$618.00	\$10.30	\$628.30
TOTAL	\$40,145.08	\$347.12	\$40,492.20

**WARREN ROAD SEWER COLLECTION**

MONTH	SEWER	PENALTY	TOTAL
January	\$116.16	\$8.85	\$125.01
February	\$49,698.59	\$22.12	\$49,720.71
March	\$376.13	\$26.55	\$402.68
April	\$88.50	\$8.85	\$97.35
May	\$50,240.43	\$62.95	\$50,303.38
June	\$508.88	\$32.81	\$541.69

July	\$0.00	\$0.00	\$0.00
August	\$52,576.27	\$57.52	\$52,633.79
September	\$575.26	\$39.82	\$615.08
October	\$199.13	\$39.82	\$238.95
November	\$54,322.98	\$0.00	\$54,322.98
December	\$590.00	\$35.40	\$625.40
TOTAL	\$209,292.33	\$334.69	\$209,627.02
	WATER/SEWER	PENALTY	TOTAL
GRAND TOTALS	\$1,243,444.71	\$9,978.03	\$1,253,422.74

## 2025 Return of Taxes - Town of Lansing

ORIGINAL WARRANT \$17,282,700.03

DUE TO SUPERVISOR	\$6,013,898.55	DUE TO COUNTY	\$11,268,801.48
Adjustments tax bill #1086	\$925.50		\$1,777.41
Adjustments tax bill # 3573-Clapper 2025	\$40.05		\$11.92

ADJUSTED DUE SUPERVISOR \$6,012,933.00 ADJUSTED DUE COUNTY \$11,267,012.15

TOTAL ADJUSTED WARRANT \$17,279,945.15

### COLLECTED

1st Installments	\$486,376.44
Service Charge (for 1st installments)	\$24,318.74
Full Payments	\$15,445,398.00
Penalties	\$8,578.59
Late Notice Fees	\$108.00
Bad Check Fees	\$40.00
TOTAL COLLECTED	\$15,964,819.77
Bank Interest	\$41,673.66
TOTAL COLLECTED PLUS INTEREST	\$16,006,493.43

### PAYMENTS TO SUPERVISOR

2/6/25 ck #1025	\$6,013,898.55
2023 tax bill #3565 expunged-refund Clapper	40.03

### RECONCILE WITH COUNTY

Franchise Tax	\$414,913.84
2nd Install Due	\$486,375.27
2/13/25 pd ck #1027	\$8,000,000.00
3/19/25 pd ck #1029	\$1,000,000.00
2023 tax bill #3565 expunged-refund Clapper	\$2.83
4/11/25 pd ck #1037	\$503,924.77
Unpaid Taxes Returned to County	\$861,795.44
Sub Total	\$11,267,012.15

		TOTAL FOR RECONCILE	\$11,267,012.15
		(Subtract from Adjusted County Warrant)	
TOTAL PAID SUPERVISOR	\$6,013,938.58		
BALANCE DUE TOWN	-1,005.58	BALANCE DUE TO COUNTY	\$0.00

OTHER PAYMENTS TO TOWN		OTHER PAYMENTS TO COUNTY	
Penalties	\$8,578.59	Service Chg (for 1st install) paid #1026 2/12/25	\$24,318.74
Late Notice Fees	\$108.00		
Bad Check Fees	\$40.00		
SUB TOTAL	\$8,726.59		
Interest in checking account	\$41,673.66		
Tax bill #1086,#3573,#3565 adj-overpaid supervisor	-1,005.58		
Total Other to Town	\$49,394.67		
Paid to Supervisor-4/2/25 ck #1035	\$47,706.26		
Paid to Supervisor-5/5/25 ck #1036	\$482.32		
Paid to Supervisor-5/5/25 ck #1038	\$1,206.09		
Balance due to Supervisor (other payments)	\$0.00		
BEGINNING TOTAL CHECKING&SAVINGS	\$0.00		
Total Collected plus interest	\$16,006,493.43		
Warrant Paid to Town	\$6,013,938.58		
Other Payments to Town	\$49,394.67		
Warrant Paid to County	\$9,503,927.60		
Franchises	\$414,913.84		
Other Payments to County	\$24,318.74		
ENDING TOTAL CHECKING&SAVINGS	\$0.00		
Full Payment Bills Collected	4,510	New Apportioned Bills	18
First Installments Collected	215	Total In Lieu of Taxes	\$16,880.24
Unpaid Bills	104		

**RESOLUTION APPROVING FEES FOR TOWN CLERK AND PARKS AND RECREATION DEPARTMENTS FOR 2026**

**RESOLUTION 26-**

**RESOLUTION APPROVING FEES FOR TOWN CLERK AND PARKS AND RECREATION DEPARTMENTS FOR 2026**

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

WHEREAS, the Town Clerk and Director of Parks and Recreation have provided updated fee schedules for the Town of Lansing for the year 2026; and therefore

RESOLVED, that the Town Board of the Town of Lansing does hereby approve the following Town Clerk Fees and Town of Lansing Parks and Recreation Department Fees for 2026.

BE IT FURTHER RESOLVED, that these 2026 Town Clerk and Lansing Parks and Recreation Department Fees remain subject to amendment throughout the year by the Town Board.

**Town of Lansing Town Clerk Fees**

<b>LANSING TOWN CLERK FEES FOR 2026</b>	
Bad Check Fee	\$20.00
Photocopies (per sheet)	\$0.25
Faxes (per sheet)	\$4.00
Marriage License	\$40.00
Marriage Transcript	\$10.00
Dog Licenses:	
Unaltered	\$25.00
Altered (Spay/Neuter)	\$15.00
Dog Tag Replacement	\$5.00
Dog Ticket Fee	\$10.00
DEC Agent Print Fee	\$1.00

**Lansing Parks & Recreation Department Fees**

<b>2026 Myers Park Marina Fee Schedule</b>				
<b>Resident Rate: \$85/FT</b>			<b>Non-Resident Rate: \$95/FT</b>	
<b>Boat Length Per FT</b>	<b>If paid in full by February 4th</b>	<b>Installment: 1st Payment: Feb. 4, 2026 2nd Payment March 4, 2026</b>	<b>If paid in full by February 4th</b>	<b>Installment: 1st Payment: Feb. 4, 2026 2nd Payment March 4, 2026</b>

<b>Min. 20'</b>	\$ 1,700.00	1st: \$850 2nd: \$850	\$ 1,900.00	1st: \$950 2nd: \$950
21'	\$ 1,785.00	1st: \$892.50 2nd: \$892.50	\$ 1,995.00	1st: \$997.50 2nd: \$997.50
22'	\$ 1,870.00	1st: \$935 2nd: \$935	\$ 2,090.00	1st: \$ 1045 2nd: \$1045
23'	\$ 1,955.00	1st: \$977.50 2nd: \$977.50	\$ 2,185.00	1st: \$1092.50 2nd: \$1092.50
24'	\$ 2,040.00	1st: \$1020 2nd: \$1020	\$ 2,280.00	1st: \$1140 2nd: \$1140
25'	\$ 2,125.00	1st: \$1062.50 2nd: \$1062.50	\$ 2,375.00	1st: \$1187.50 2nd: \$1187.50
26'	\$ 2,210.00	1st: \$1105 2nd: \$1105	\$ 2,470.00	1st: \$1235 2nd: \$1235
27'	\$ 2,295.00	1st: \$1147.50 2nd: \$1147.50	\$ 2,565.00	1st: \$1282.50 2nd: \$1282.50
28'	\$ 2,380.00	1st: \$1190 2nd: \$1190	\$ 2,660.00	1st: \$1330 2nd: \$1330
29'	\$ 2,465.00	1st: \$1232.50 2nd: \$1232.50	\$ 2,755.00	1st: \$1377.50 2nd: \$1377.50
30'	\$ 2,550.00	1st: \$1275 2nd: \$1275	\$ 2,850.00	1st: \$1425 2nd: \$1425
31'	\$ 2,635.00	1st: \$1317.50 2nd: \$1317.50	\$ 2,945.00	1st: \$1472.50 2nd: \$1472.50
32'	\$ 2,720.00	1st: \$1360 2nd: \$1360	\$ 3,040.00	1st: \$1520 2nd: \$1520

**Large Marina (slips 1-46)-electric included**  
**Small Marina (slips 48-77)-NO electric available**

## Town of Lansing Parks & Recreation

### 2026 PAVILION INFORMATION

PAVILION	SIZE	CAPACITY	RES.FEE	NON-RES FEE
<b>A</b>	<b>40' X 30'</b>	<b>150</b>	<b>\$60.00</b>	<b>\$65.00</b>
<b>B</b>	<b>50' X 30'</b>	<b>200</b>	<b>\$80.00</b>	<b>\$85.00</b>
<b>C</b>	<b>40' X 34'</b>	<b>150</b>	<b>\$60.00</b>	<b>\$65.00</b>
<b>D</b>	<b>48' X 36'</b>	<b>200</b>	<b>\$80.00</b>	<b>\$85.00</b>
<b>E</b>	<b>36' X 28'</b>	<b>100</b>	<b>\$60.00</b>	<b>\$65.00</b>
<b>F</b>	<b>36' X 28'</b>	<b>100</b>	<b>\$60.00</b>	<b>\$65.00</b>
<b>G</b>	<b>36' X 28'</b>	<b>100</b>	<b>\$60.00</b>	<b>\$65.00</b>



<b>BALLFIELD</b>		<b>150</b>	<b>\$60.00</b>	<b>\$65.00</b>
<b>LUDLOWVILLE</b>		<b>75</b>	<b>\$35.00</b>	<b>\$40.00</b>

### 2026 PARK AND MARINA FEE SCHEDULE

	<b>RESIDENTS</b>	<b>NON-RESIDENTS</b>
		<b>Admission will be charged Daily</b>
<b>PARK ADMISSION</b> (per car)	\$ FREE	\$8.00
<b>Non-Resident Season Admission Pass</b>	With Myers Park resident sticker.	\$40.00
<b>Non-Resident Season Admission Pass Sr. Citizen</b>		\$25.00
<b>LAUNCHING</b>		
• Per launch	\$6.00	\$8.00
• Season permit	\$50.00	\$70.00
• Sr. Citizen season permit	\$40.00	\$60.00
<b>KAYAK</b> Seasonal – April 1 <sup>st</sup> – Nov. 1 <sup>st</sup>	\$125.00	\$150.00
<b>CAMPING</b> (per night) Water, Electric & WIFI included on every site.	\$46.00	\$50.00
• Weekly Rate (7 Nights)	\$310.00	\$330.00
• Monthly Rate (30 OR 31 Nights)	\$1,200.00	\$1,200.00
<b>*NEW* CAMPING--NO ELECTRIC!</b> (per night) Water & WIFI included	\$30.00	\$32.00
• Weekly Rate (7 Nights)	\$190.00	\$205.00
• Monthly Rate (30 OR 31 Nights)	\$825.00	\$825.00
<b>TRANSIENT DOCKING</b> Must dock in designated area only!	\$5 (4-hour Max)	
<b>BOATS</b>	\$85/FT	\$95/FT

**Extra Season Launch sticker** – Customers with multiple boats may purchase an extra season launch sticker for an additional \$5.00. Registration for the additional boat must be shown at the time of purchase along with the additional trailer license plate number.

Senior Citizen prices are for anyone 62 & older. There is no discount rate for camping, kayak racks or pavilions.

### Rules and Regulations for Use of Lansing Community Center

#### RULES:

- To reserve the Community Center, please fill out the Community Center Request Form, contact the Parks and Recreation Office at 607-533-7388, or stop by the office at 29

Auburn Road ( Office hours are Monday – Thursday 7:30am to 4:00pm, Friday 7:30am to Noon.)

- FEE: for rental of the building is \$75.00. Fee includes use of tables and chairs.
- Renting party must remain on designated floor only. Other areas of the building may be rented simultaneously.

**KEYS:**

- Keys can be picked up at the Parks and Recreation office during regular business hours. Special arrangements may be made if necessary. At the end of your event, please return key to the Parks & Recreation Drop Box immediately after use. The drop box is located in the Town Hall foyer.
- Weekly and bi-weekly users will be assigned one key to the leader of the organization at the beginning of the assigned use date. The key must be signed out in person at the Parks and Recreation Office. At the end of the scheduled season, you must return the key to the Parks and Recreation Office.

**KITCHEN USE:**

- There will be a fee of \$25.00 for kitchen use. Kitchen use includes the use of the stove, griddle, and/or the dishwasher.

**CLEAN UP:**

- Return tables and chairs to their original spots. Do not drag tables and chairs across the floor. If the kitchen facilities were used, please wipe down and clean all surfaces. If extensive clean up is required after your use of the Community Center, you will be charged a clean-up fee of \$50 per hour.
- Turn off lights for the BATHROOMS, THE 2ND FLOOR, AND THE FOYER ONLY. All other lights are on sensors and turn off automatically.
- Be sure all doors are locked when you leave.
- If there is any abuse to the building, you will lose your privilege to use the building.
- Youth groups must have an adult supervisor
- NO ALCOHOLIC BEVERAGES ARE ALLOWED.
- If you experience problems during the use of the Community Center with the water, heat, plumbing, or appliances, please call the Parks & Recreation Department at 607-533-7388.

Thank You!

Lansing Parks and Recreation Office

\*\*\*\*\*PROGRAMS THAT DO RESERVATIONS THROUGH THE REC OFFICE  
WILL NOT PAY THE \$75 FEE BUT RATHER 10% OF THE PROFITS\*\*\*\*\*

Current rules and regulations are posted on the Town's website at

**<https://www.lansingrec.com/parksrec/page/community-center-rules-and-regulations>**

**RESOLUTION ESTABLISHING 2026 WATER RATES FOR THE TOWN OF LANSING CONSOLIDATED WATER DISTRICT AND USERS THEREOF, INCLUDING DISTRICT EXTENSIONS AND OUTSIDE USERS**

**RESOLUTION 26-**

**RESOLUTION ESTABLISHING 2026 WATER RATES FOR THE TOWN OF LANSING CONSOLIDATED WATER DISTRICT AND USERS THEREOF, INCLUDING DISTRICT EXTENSIONS AND OUTSIDE USERS**

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

WHEREAS, the Town of Lansing is a member municipality of the Southern Cayuga Lake Intermunicipal Water Commission (“Bolton Point”) and a signatory to Bolton Point’s Intermunicipal Cooperative Agreements as periodically updated since 1979 (the “Agreement”); and

WHEREAS, the Town and the Consolidated Water District (“CWD”) purchase water from Bolton Point as a supplier for the CWD, CWD extensions and districts, outside users, fire-fighting and other municipal purposes, and for use and consumption by residents; and

WHEREAS, the 2026 water rate from Bolton Point is \$7.13 per thousand gallons, and the Town must set its rates for the CWD and its districts and users; and

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

RESOLVED, that the Town Board of the Town of Lansing does hereby establish the following water rates for the Town of Lansing residents within the Town of Lansing Consolidated Water District for the year 2026.

Water Rate (SCLIWC)	\$ 7.13 per thousand gallons
Operation and Maintenance Fee (TOL)	<u>\$ 1.33 per thousand gallons</u>
TOTAL RATE	\$ 8.46 per thousand gallons

BE IT FURTHER RESOLVED, that #1, #2, #4 and #5 accounts are not included in the current Town of Lansing Consolidated Water District. Therefore, the Town Board of the Town of Lansing does hereby establish the following water rates for the Town of Lansing residents in the #1 accounts being Algerine and Lansing Station Roads, #2 and #4 accounts being Drake Road and #5 accounts being Peruville Road. This rate will also include future water district extensions established in the year 2026.

Water Rate (SCLIWC)	\$ 7.13 per thousand gallons
Operation and Maintenance Fee (TOL)	<u>\$ 2.21 per thousand gallons</u>
TOTAL RATE	\$ 9.34 per thousand gallons

BE IT FURTHER RESOLVED, that #9 account Outside User Agreement residents using CWD services and water must pay 2 times the combined water and tax rate of the users that are not included in the current Town of Lansing Consolidated Water District, as outside users must equalize the taxed capital costs of the CWD that inside users must pay. This rate will be charged until such time as the applicant’s lands are brought within the Consolidated Water District.

Water Rate (SCLIWC)	\$ 7.13 per thousand gallons
Operation and Maintenance Fee (TOL)	<u>\$ 11.55 per thousand gallons</u>
TOTAL RATE	\$ 18.68 per thousand gallons

**RESOLUTION HIRING JORDAN BETTS AS MAINTENANCE SUPERVISOR IN THE  
DEPARTMENT OF PUBLIC WORKS**

**RESOLUTION 26 -**

**RESOLUTION HIRING JORDAN BETTS AS MAINTENANCE SUPERVISOR IN THE  
DEPARTMENT OF PUBLIC WORKS**

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

WHEREAS, to address staffing and training needs of the town, the town has a need to hire a Maintenance Supervisor in the Department of Public Works Department; and

WHEREAS, Jordan Betts has been identified as a qualified candidate to fill such position; and

WHEREAS, the Department of Public Works has recommended that Jordan Betts be hired as a Maintenance Supervisor, so upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. Effective February 2, 2026, Jordan Betts is hereby appointed as Maintenance Supervisor, with the same Town perquisites and benefits as are available to all employees of the town and to such position.
2. This appointment is a full-time appointment, at 40 hours per week.
3. The hourly wage is hereby set and approved at \$35.32 per hour, Class E, Step 1.
4. The probationary period for such appointment is hereby set at 26 weeks.
5. The Town Personnel Officer be and hereby is authorized to make such changes to the Town's employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

**RESOLUTION HIRING NATHANIEL ROGERS AS PLANNER IN THE CODES & PLANNING DEPARTMENT**

**RESOLUTION 26 -**

**RESOLUTION HIRING NATHANIEL ROGERS AS PLANNER IN THE  
CODES & PLANNING DEPARTMENT**

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

WHEREAS, to address staffing and training needs of the town, the town has need to fill a vacancy for a Planner in the Codes & Planning Department; and

WHEREAS, Nathaniel Rogers has been identified as a qualified candidate to fill such position; and

WHEREAS, the Codes & Planning Department has recommended that Nathaniel Rogers be hired as a Planner, so upon due consideration and deliberation by the Town of Lansing Town Board, now therefore be it RESOLVED as follows:

1. Effective January 20, 2026, Nathaniel Rogers is hereby appointed as Planner, with the same Town perquisites and benefits as are available to all employees of the town and to such position.
2. This appointment is a full-time appointment, at 40 hours per week.
3. The hourly wage is hereby set and approved at \$35.00 per hour, Class FF, Step 1.
4. The probationary period for such appointment is hereby set at 26 weeks.
5. The Town Personnel Officer be and hereby is authorized to make such changes to the Town's employment and civil service rosters and file required civil service forms to place into immediate effect such changes and these resolutions, including by the filing of form MSD 428, if required.

**RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS****RESOLUTION 26-****RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS**

The bills were reviewed by Councilperson Joseph Wetmore and Councilperson Christine Montague. The Bookkeeper or the Accountant is hereby authorized to pay the following bills and to make the following budget modifications.

**CONSOLIDATED ABSTRACT # 013 (for 2025)**

TOWN OF LANSING				
Abstract # 013				01/20/2026
Summary by Fund				10:55:38
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	1,453.30		1,453.30
B	GENERAL FUND OUTSIDE VILLAGE	139.94		139.94
DA	HIGHWAY FUND TOWNWIDE	158.02		158.02
DB	HIGHWAY FUND OUTSIDE VILLAGE	40.00		40.00
SW	LANSING WATER DISTRICTS	37.99		37.99
TA	TRUST & AGENCY	1,170.34		1,170.34
<b>Total:</b>		<b>2,999.59</b>		<b>2,999.59</b>

**CONSOLIDATED ABSTRACT # 014** (for 2025)

TOWN OF LANSING				
Abstract # 014			01/20/2026	
Summary by Fund			10:53:25	
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	7,470.45	56,604.01	64,074.46
B	GENERAL FUND OUTSIDE VILLAGE	15.54	120,247.11	120,262.65
DA	HIGHWAY FUND TOWNWIDE		157,607.83	157,607.83
DB	HIGHWAY FUND OUTSIDE VILLAGE		3,630.50	3,630.50
HG	DPW FACILITY PROJECT	185.02	1,257,021.67	1,257,206.69
SD10	DRAINAGE DISTRICT #10 NOVALANE		110.00	110.00
SD11	DRAINAGE DISTRICT #11 EAST SHO		110.00	110.00
SD12	DRAINAGE DISTRICT #12 ASBURY-C		110.00	110.00
SDD1	DRAINAGE DISTRICT #1 PHEASANT		110.00	110.00
SDD2	DRAINAGE DISTRICT #2 WHISPERIN		110.00	110.00
SDD4	DRAINAGE DISTRICT #4 LAKE FORE		110.00	110.00
SDD5	DRAINAGE DISTRICT #5- FARM PON		110.00	110.00
SDD6	DRAINAGE DISTRICT #6 LANSING C		110.00	110.00
SDD7	DRAINAGE DISTRICT #7 WOODLAND		110.00	110.00
SDD8	DRAINAGE DISTRICT #8 CAYUGA WA		110.00	110.00
SL1-	LUDLOWVILLE LIGHTING DISTRICT	123.15		123.15
SL2-	WARREN ROAD LIGHTING DISTRICT	808.72		808.72
SL3-	LAKEWATCH LIGHTING DISTRICT	991.30		991.30
SS1-	WARREN RD SEWER	225.03	1,227.50	1,452.53
SS3-	CHERRY ROAD SEWER DISTRICT	23.98		23.98
SW	LANSING WATER DISTRICTS	2,675.42	39,728.38	42,403.80
TA	TRUST & AGENCY		69,940.34	69,940.34
<b>Total:</b>		<b>12,518.61</b>	<b>1,707,107.34</b>	<b>1,719,625.95</b>



**CONSOLIDATED ABSTRACT # 001 (for 2026)**

TOWN OF LANSING				
Abstract # 001			01/20/2026	
Summary by Fund			10:56:47	
Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE		49,449.77	49,449.77
B	GENERAL FUND OUTSIDE VILLAGE		3,078.12	3,078.12
DA	HIGHWAY FUND TOWNWIDE		93,330.64	93,330.64
DB	HIGHWAY FUND OUTSIDE VILLAGE		5,200.30	5,200.30
HG	DPW FACILITY PROJECT		33,500.00	33,500.00
SS1-	WARREN RD SEWER		1,578.75	1,578.75
SS3-	CHERRY ROAD SEWER DISTRICT		197.77	197.77
SW	LANSING WATER DISTRICTS		5,476.49	5,476.49
<b>Total:</b>			<b>191,811.84</b>	<b>191,811.84</b>

## Budget Modifications for January 21st, 2026 Town Board Meeting

### YEAR END BUDGET MODIFICATIONS FOR 2025 BUDGET CYCLE

#### General - A Fund (Townwide)

January 21st, 2026 for December 31st, 2025 Closing

FROM	TO	FOR	AMOUNT
A1110.130- (Court Clerk- Personal Services)	A1110.120- (Court Clerk- Personal Services)	To cover senior court clerk payroll through year end	\$ 1,222.84
A1010.400- (Town Board - Contractual)	A1110.120- (Court Clerk- Personal Services)	To cover senior court clerk payroll through year end	\$ 1,339.24
A1380.400- (Fiscal Agent Fees)	A1110.120- (Court Clerk- Personal Services)	To cover senior court clerk payroll through year end	\$ 1,443.00
A1380.401- (Actuary- Contractual)	A1110.120- (Court Clerk- Personal Services)	To cover senior court clerk payroll through year end	\$ 2,200.00
A1220.200- (Supervisor- Equipment)	A1110.120- (Court Clerk- Personal Services)	To cover senior court clerk payroll through year end	\$ 334.70
<b>Total needed to cover overage for year end - A1110.120</b>			<b>\$ 6,539.78</b>

A1110.102- (Justices- Personal Services)	A1110.400 -(Justices- Contractual)	To cover addtl office expenses needed	\$ 886.54
A1220.400- (Supervisor- Contractual)	A1110.400 -(Justices- Contractual)	To cover addtl office expenses needed	\$ 199.56
<b>Total needed to cover coverage for year end - A1110.400</b>			<b>\$ 1,086.10</b>
A1220.140- (Accountant/Finance)	A1220.110- (Bookkeeper/ Personnel Officer)	To cover payroll through year end / Due to unused Vacation pay-out	\$ 1,996.47
A1220.400- (Supervisor- Contractual)	A1220.110- (Bookkeeper/ Personnel Officer)	To cover payroll through year end / Due to unused Vacation pay-out	\$ 2,061.07
<b>Total needed to cover coverage for year end - A1220.110</b>			<b>\$ 4,057.54</b>
A1460.100 Records Management - Personnel	A1410.110 Deputy Town Clerk - Personal	To cover addtl labor cost for FOIL requests	\$ 1,812.15
<b>Total needed to cover coverage for year end - A1410.110</b>			<b>\$ 1,812.15</b>
A1440.409- (Engineer- Ludlowville Rd)	A1420.400- (Attorney- Contractual)	Additional costs incurred due to moratorium/FOILS	\$ 17,000.00
A1440.403- (Engineer- Transportation)	A1420.400- (Attorney- Contractual)	Additional costs incurred due to moratorium/FOILS	\$ 1,216.50
<b>Total needed to cover coverage for year end - A1420.400</b>			<b>\$ 18,216.50</b>
A1440.403- (Engineer- Transportation)	A1420.401- (Attorney - Highway Dept)	Addtl costs of legal services through year end	\$ 1,530.00
A1670.400- (Central Printing & Mailing - Contractual)	A1470.400- (Ethics Committee- Contractual)	Additional legal advertisements above current budget	\$ 23.52
A3310.100- (Traffic Control- Personal Services)	A3310.110- (Traffic Control - Crossing Guard)	To cover crossing guard payroll through year end	\$ 488.00
A3310.100- (Traffic Control- Personal Services)	A5132.410- (Garage - Supplies & Maintenance)	Overhead door repair (unbudgeted /unforeseen repair)	\$ 5,791.67

A7110.110- (Parks- Personal Services)	A7020.100- (Parks & Recreation Admin - Personal Services)	To cover payroll through year end / Due to unused Vacation & Comp time pay-out	\$ 7,177.84
A7110.110- (Parks- Personal Services)	A7020.120- (Parks&Rec Admin- Personal Services)	To cover payroll through year end / Due to unused Vacation pay-out	\$ 4,187.08
A7310.400- (Youth Program - Contractual)	A7140.100- (Playground/Rec Fields- Personal Services)	To cover payroll through year end / Due to addtl overtime & Comp time pay-out	\$ 3,614.71
A7560.400- (Other Performing Arts - Contractual)	A7620.100- (Adult Recreation- Personal Services)	To cover payroll through year end	\$ 157.50
A7560.400- (Other Performing Arts - Contractual)	A7620.400- (Adult Recreation - Contractual)	To cover payroll through year end	\$ 442.88

### **General - B Fund (Outside Village)**

January 21st, 2026 for December 31st, 2025 Closing

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>FOR</u></b>	<b><u>AMOUNT</u></b>
B599 - Appropriated Fund Balance	B1420.401- (Attorney/Legal - Zoning Board)	Unbudgeted legal fees due to Moratorium and FOILS	\$ 30,436.00
B599 - Appropriated Fund Balance	B1420.402- (Attorney/Legal - Planning Board)	Unbudgeted legal fees due to Moratorium and FOILS	\$ 58,801.93
<b>TOTAL FUND BALANCE TO BE USED</b>			<b>\$ 89,237.93</b>

B3620.400- Safety Inspector - Contractual	B9010.800 - State Retirement	Increase cost to NYSLRS	\$ 6,253.04
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### **Highway Fund Townwide - DA Fund**

January 21st, 2026 for December 31st, 2025 Closing

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>FOR</u></b>	<b><u>AMOUNT</u></b>
DA2706 - Grants - VAC Truck	DA5130.200- (Machinery- Equipment)	To book receipt of VAC Truck Grant	\$ 19,393.11

### **Highway Fund Outside Village - DB Fund**

January 21st, 2026 for December 31st, 2025 Closing

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>FOR</u></b>	<b><u>AMOUNT</u></b>
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DB5110.400- (Street Maintenance - Contractual)	DB5112.100- (Improvements - Personal Services)	To cover payroll through year end / Due to unused Vacation & Comp time pay-out	\$ 2,248.38
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### **Pheasant Meadow - Drainage District #1 - SDD1**

January 21st, 2026 for December 31st, 2025 Closing

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>FOR</u></b>	<b><u>AMOUNT</u></b>
SDD1-8540.400- (Maintenance - Contractual)	SDD1-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 9.56

### **Whispering Pines - Drainage District #2 - SDD2**

January 21st, 2026 for December 31st, 2025 Closing

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>FOR</u></b>	<b><u>AMOUNT</u></b>
SDD2-8540.400- (Maintenance - Contractual)	SDD2-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 207.39

### **Lake Forest - Drainage District #4 - SDD4**

January 21st, 2026 for December 31st, 2025 Closing

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>FOR</u></b>	<b><u>AMOUNT</u></b>
SDD4-8540.400- (Maintenance - Contractual)	SDD4-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 9.56

### **Farm Pond Circle - Drainage District #5 - SDD5**

January 21st, 2026 for December 31st, 2025 Closing

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>FOR</u></b>	<b><u>AMOUNT</u></b>
SDD5-8540.400- (Maintenance - Contractual)	SDD5-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 9.56

### **Lansing Commons - Drainage District #6 - SDD6**

January 21st, 2026 for December 31st, 2025 Closing

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>FOR</u></b>	<b><u>AMOUNT</u></b>
SDD6-8540.400- (Maintenance - Contractual)	SDD6-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 9.56

### **Woodland Park - Drainage District #7 - SDD7**

**January 21st, 2026 for December 31st, 2025 Closing**

<b>FROM</b>	<b>TO</b>	<b>FOR</b>	<b>AMOUNT</b>
SDD7-8540.400- (Maintenance - Contractual)	SDD7-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 9.56

**Cayuga Way - Drainage District #8 - SDD8****January 21st, 2026 for December 31st, 2025 Closing**

<b>FROM</b>	<b>TO</b>	<b>FOR</b>	<b>AMOUNT</b>
SDD8-8540.400- (Maintenance - Contractual)	SDD8-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 9.56

**Novalane - Drainage District #10 - SD10****January 21st, 2026 for December 31st, 2025 Closing**

<b>FROM</b>	<b>TO</b>	<b>FOR</b>	<b>AMOUNT</b>
SD10-8540.400- (Maintenance - Contractual)	SD10-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 9.55

**East Shore Circle - Drainage District #11 - SD11****January 21st, 2026 for December 31st, 2025 Closing**

<b>FROM</b>	<b>TO</b>	<b>FOR</b>	<b>AMOUNT</b>
SD11-8540.400- (Maintenance - Contractual)	SD11-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 369.05

**Asbury - Collins - Drainage District #12 - SD12****January 21st, 2026 for December 31st, 2025 Closing**

<b>FROM</b>	<b>TO</b>	<b>FOR</b>	<b>AMOUNT</b>
SD12-8540.400- (Maintenance - Contractual)	SD12-1440.400- (Engineering - Contractual)	To cover addtl costs of engineering services	\$ 334.55

**Water Districts - SW Fund****January 21st, 2026 for December 31st, 2025 Closing**

<b>FROM</b>	<b>TO</b>	<b>FOR</b>	<b>AMOUNT</b>
SW1440.400- (Engineer - Water Administration)	SW1420.400- (Legal - Water Administration)	To cover legal expense overage	\$ 660.00

SW8340.100 - Transmission & Distribution - HWY PS	SW8320.400 - (Source of Supply - Contractual)	Increased cost of water rents through SCLIWC	\$ 20,198.65
SW8340.100 - Transmission & Distribution - HWY PS	SW8320.401 - (Source of Supply - Lansing STA - ALG Rd.)	Increased cost of water rents through SCLIWC	\$ 3,107.53
SW8340.100 - Transmission & Distribution - HWY PS	SW8320.402 - (Source of Supply - Drake Rd CWD #2)	Increased cost of water rents through SCLIWC	\$ 500.91
SW8340.100 - Transmission & Distribution - HWY PS	SW8320.403 - (Source of Supply - Drake Rd CWD #4)	Increased cost of water rents through SCLIWC	\$ 454.78
SW8340.100 - Transmission & Distribution - HWY PS	SW8320.404 - (Source of Supply - Peruville Rd CWD #5)	Increased cost of water rents through SCLIWC	\$ 309.35
SW9030.800 - Social Security	SW9010.800 - State Retirement	Increase cost to NYSLRS	\$ 3,274.34

**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 January 21, 2026.

# LANSING GREENWAY PHASE 1 FEASIBILITY STUDY

## FEASIBILITY REPORT

**12/12/2025**  
**MJ Project #2210.02**

PREPARED FOR:



**Town of Lansing**  
Tompkins, NY

PREPARED BY:



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



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    3.3 Section 3: Lansing Center Trail East ..... 2

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## **APPENDICES**

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Appendix A: Trail Plans

Appendix B: Trail Details

Appendix C: Cost Estimates

## 1.0 INTRODUCTION

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MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) partnered with the Town of Lansing to advance the vision of a connected recreational trail system through the development of schematic design plans and cost estimates for three key trail segments collectively known as the Lansing Greenway Phase 1. These segments include:

These segments include:

- **Section 1:** A perimeter trail and spur connections around the Town Ballfields.
- **Section 2:** A linear path linking NYS Route 34B to the Lansing Center Trails (LCT) parking lot.
- **Section 3:** A linear path connecting the LCT parking lot to the former “Scoops” property.

Together, these segments total approximately 1.33 miles, forming a critical link between civic amenities, recreational facilities, and open spaces in Lansing’s Town Center.

Public interest in expanding Lansing’s trail network is strong. Previous planning efforts and community feedback have consistently highlighted the need for safe, accessible, and interconnected trails. Residents already use informal paths around the Town Ballfields and the mowed LCT trails extensively, underscoring the demand for formalized infrastructure. The Town recognizes that these trails will not only enhance recreational opportunities but also improve quality of life, promote healthy lifestyles, and provide safe, ADA-compliant connections between key destinations.

The Town maintains site control over all parcels involved in Phase 1, either through ownership or easements, making this an opportune time to move forward. This feasibility study provides schematic-level designs and cost estimates for two surfacing options—stone dust and asphalt pavement—for each segment. These estimates assume contractor-led construction but acknowledge that the Town may self-perform certain tasks to reduce costs.

## 2.0 METHODOLOGY

---

The feasibility study was developed through a structured process:

- **Program Verification:** MJ met with the Lansing Greenway Committee to confirm project objectives, scope, and priorities.
- **Base Mapping:** Using publicly available geospatial data (LiDAR topography, tax parcels, orthoimagery), MJ prepared schematic base maps in AutoCAD Civil 3D to guide design.
- **Schematic Design:** Alignments were drafted for each trail section, with consideration for ADA compliance, safety features, and site constraints. Key elements such as grading, drainage, and surfacing materials were conceptually addressed.
- **Cost Estimation:** Probable construction costs were calculated using CSI MasterFormat divisions and unit rates derived from RS Means cost data and recent regional construction projects. Each section includes two estimates—one for stone dust surfacing and one for asphalt pavement.

- **Review and Refinement:** Draft plans and estimates were reviewed with the Greenway Committee, revised based on feedback, and compiled into this report.

### 3.0 TRAIL SECTIONS

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#### 3.1 SECTION 1: TOWN BALLFIELDS PERIMETER PATHS

Description: Two loop trails (8 ft wide) around the upper and lower ballfield areas, connected by three 6 ft wide connector paths. The northern connector is a concrete sidewalk providing ADA access; the central connector is a direct path between the upper and lower sections, and the southern connector uses an existing route that is enhanced with pavement markings

- **Length:**
  - Lower section (1A): ~1,550 LF (0.29 Miles) requires significant fill for ADA compliance.
  - Upper section (1B): ~2,200 LF (0.42 Miles) minimal grading required.
- **Key Features:** ADA-compliant northern connector, playground and facility access, perimeter circulation.
- **Cost Estimates:**
  - Asphalt: \$521,657 (Section 1A) + \$524,405 (Section 1B)
  - Stone Dust: \$369,307 (Section 1A) + \$264,227 (Section 1B)

#### 3.2 SECTION 2: LANSING CENTER TRAIL WEST

Description: A 10 ft wide linear path from NYS Route 34B to the LCT parking lot, crossing Louise Bement Lane. Includes a chicane for cyclist safety and uses fill to address wet areas. Significant excavation required to achieve ADA compliance.

- **Length:** ~1,700 LF
- **Key Features:** Connects to new RRFB pedestrian crossing, uses bollards to enhance safety, requires moderate grading, achieves ADA compliance.
- **Cost Estimates:**
  - Asphalt: \$667,681
  - Stone Dust: \$408,023

#### 3.3 SECTION 3: LANSING CENTER TRAIL EAST

Description: A 10 ft wide path connecting the LCT parking lot to the former "Scoops" property, with potential future linkage to Town Barn Fields. Minimal grading required.

- **Length:** ~1,200 LF

- Key Features: ADA-compliant alignment, wayfinding signage, site restoration.
- Cost Estimates:
  - Asphalt: \$370,261
  - Stone Dust: \$245,333

## 4.0 CONCLUSION

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The Lansing Greenway Phase 1 Feasibility Study demonstrates that the Town Center Trails project is both achievable and impactful. By formalizing existing informal paths and creating new connections, Lansing can deliver a safe, accessible, and attractive trail network that strengthens community ties and promotes active lifestyles. The schematic designs and cost estimates provided herein offer a clear roadmap for implementation, whether through phased construction, grant funding, or partnerships. With public support and site control in place, the Town is well-positioned to advance this transformative initiative.

# Appendix A \

## Trail Plans





CONSULTANTS:

CERTIFICATE OF AUTHORIZATION: #0017980



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

**UNIFORM CODE STATEMENT:**  
TO THE BEST OF THE REGISTERED DESIGN  
PROFESSIONAL'S KNOWLEDGE, BELIEF AND  
PROFESSIONAL JUDGEMENT, THESE PLANS AND/OR  
SPECIFICATIONS ARE IN COMPLIANCE WITH THE  
2020 UNIFORM CODE.

**NOT FOR  
CONSTRUCTION**

REGISTRATION EXPIRES: 10/31/2026

STAMP

THE ALTERATION OF THIS MATERIAL IN ANY WAY,  
UNLESS DONE UNDER THE DIRECTION OF A  
COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT  
FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER  
OR LANDSCAPE ARCHITECT FOR A LANDSCAPE  
ARCHITECT, IS A VIOLATION OF THE NEW YORK  
STATE EDUCATION LAW AND/OR REGULATIONS  
AND IS A CLASS "A" MISDEMEANOR.



SUBMITTAL / REVISIONS				
No.	DATE	DESCRIPTION	DESIGNER	APPROVER
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF

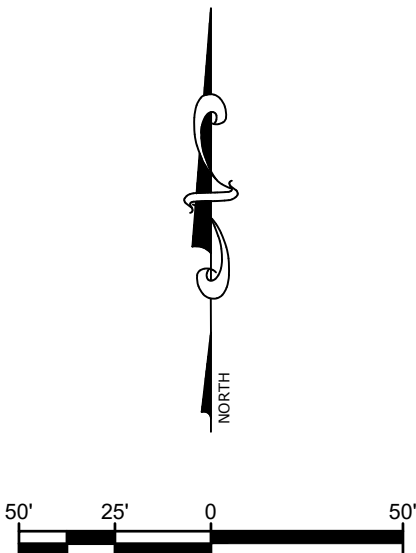
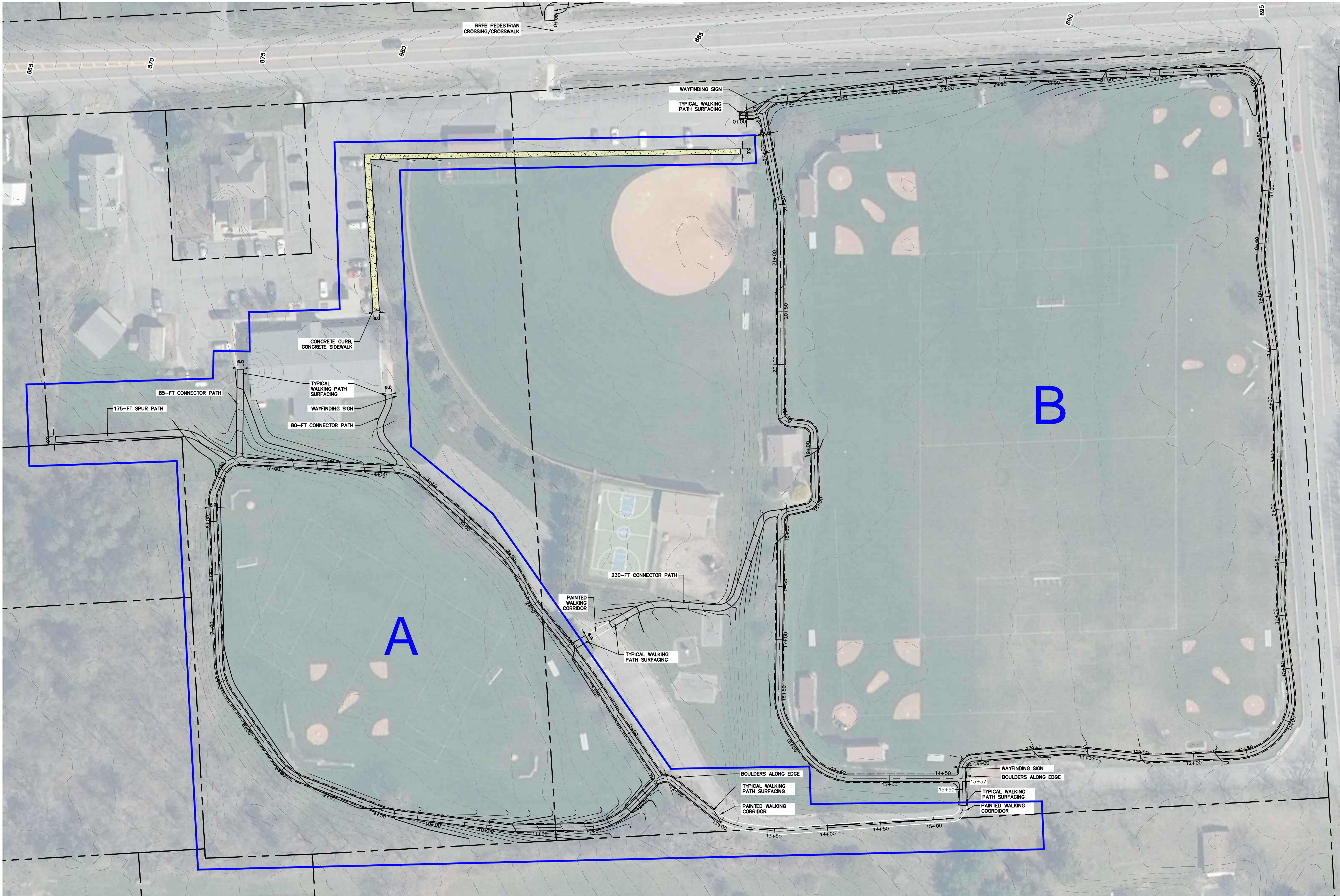
MJ PROJECT NUMBER: MJ2210.02	
CLIENT PROJECT NUMBER: NA	
PROJ. MANAGER: JCS	DESIGNER: JCS
DATE: 9/23/2025	APPROVER: JML

**CONCEPT DESIGN**

**TOWN BALL FIELDS  
PERIMETER PATH  
LAYOUT**

**C-110**

- LEGEND:
- TYPICAL TRAIL SURFACING
  - ASPHALT PAVE. VEHICLE RATED
  - CONCRETE SIDEWALK
  - PAVEMENT MARKINGS
  - 8-FT WIDE TRAIL
  - TRAIL WIDTH AS SHOWN
  - PROPOSED 1-FT MIN. CONTOUR
  - PROPOSED 1-FT MAJ. CONTOUR



1 LCT: SECTION 1 "TOWN BALL FIELDS PERIMETER PATH"  
SCALE: 1" = 50'

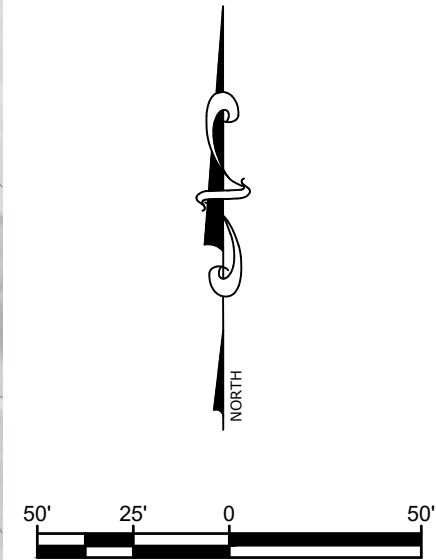
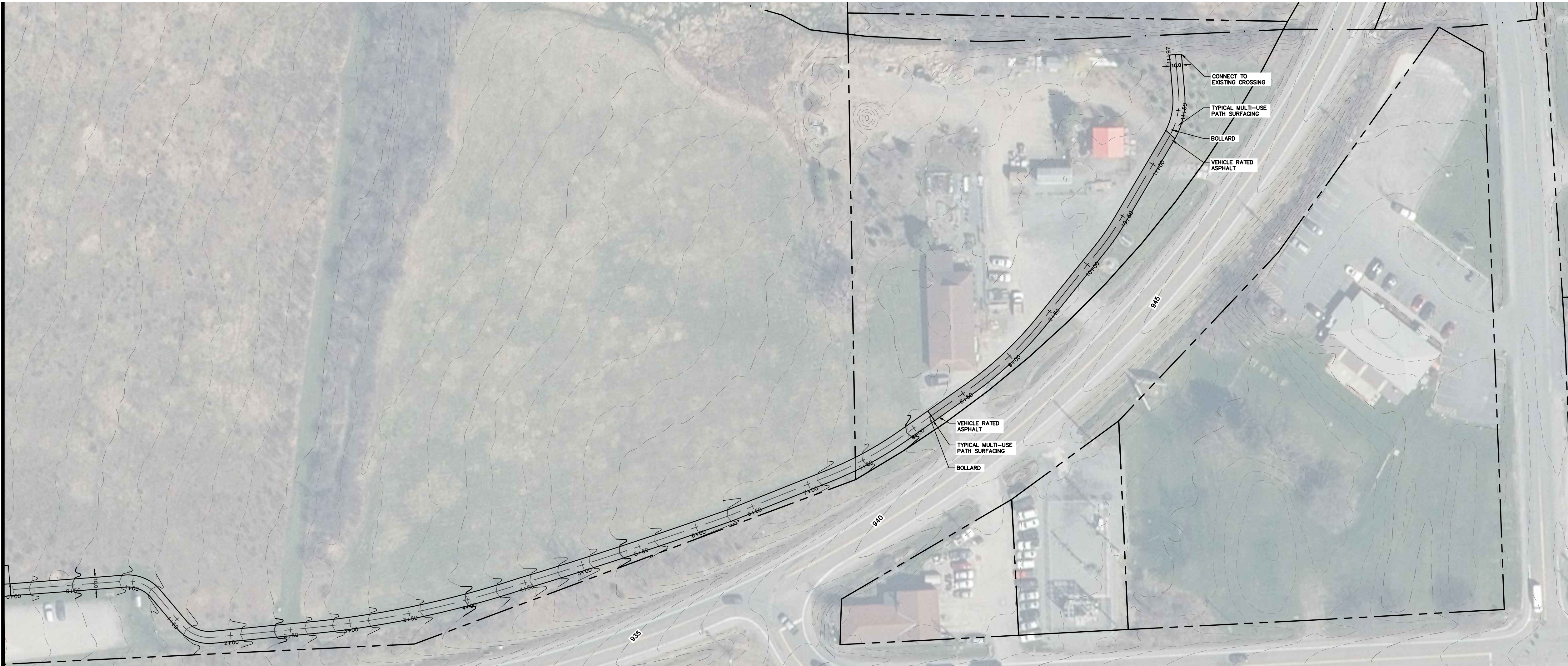




- LEGEND:**
- TYPICAL TRAIL SURFACING
  - ASPHALT PAVE. VEHICLE RATED
  - CONCRETE SIDEWALK
  - PAVEMENT MARKINGS
  - 8-FT WIDE TRAIL
  - TRAIL WIDTH AS SHOWN
  - PROPOSED 1-FT MIN. CONTOUR
  - PROPOSED 1-FT MAJ. CONTOUR

MATCHLINE - THIS SHEET

**1 LCT: SECTION 2**  
SCALE: 1" = 50'



**2 LCT: SECTION 3**  
SCALE: 1" = 50'



**CONSULTANTS:**  
CERTIFICATE OF AUTHORIZATION: #0017980  
**MJ Engineering Architecture Landscape Architecture and Land Surveying, P.C.**

**UNIFORM CODE STATEMENT:**  
TO THE BEST OF THE REGISTERED DESIGN PROFESSIONAL'S KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THESE PLANS AND/OR SPECIFICATIONS ARE IN COMPLIANCE WITH THE 2020 UNIFORM CODE.

**NOT FOR CONSTRUCTION**

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

SUBMITTAL / REVISIONS				
No.	DATE	DESCRIPTION	DESIGNER	APPROVER
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF
#	08/28/28	REVISION DESCRIPTION	ABC	DEF

**MJ PROJECT NUMBER:** MJ2210.02  
**CLIENT PROJECT NUMBER:** NA  
PROJ. MANAGER: JCS DESIGNER: JCS  
DATE: 9/23/2025 APPROVER: JML

**CONCEPT DESIGN**

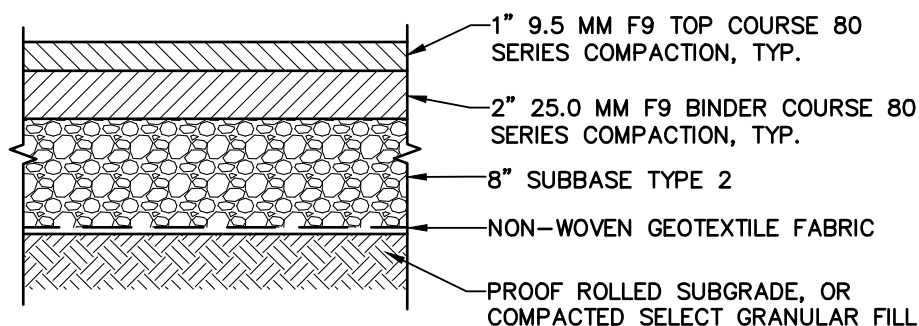
**LANSING CENTER TRAIL LAYOUT**

**C-111**



# Appendix B \

## Trail Details



1

# ASPHALT RECREATIONAL TRAIL SECTION

SCALE: NTS

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS  
DONE UNDER THE DIRECTION OF A COMPARABLE  
PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT,  
ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT  
FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE  
NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS  
AND IS A CLASS "A" MISDEMEANOR.

## SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE	PROJ. MANAGER:
						DESIGNED BY:
						DRAWN BY:
						CHECKED BY:



29 AUBURN ROAD  
LANSING NY, 14882

TOWN OF LANSING  
TOWN OF LANSING GREENWAY FEASIBILITY STUDY

## DETAIL 1

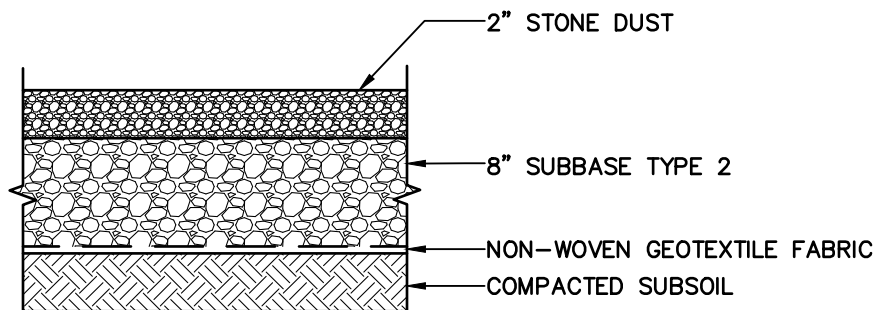
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK



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

SCALE: N.T.S.  
MJ PROJ. No.: 2210.02  
DATE: 09/15/2025

**DT-70**



2

## STONE DUST RECREATIONAL TRAIL SECTION

SCALE: N.T.S.

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

### SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE	PROJ. MANAGER:
						DESIGNED BY:
						DRAWN BY:
						CHECKED BY:



29 AUBURN ROAD  
LANSING NY, 14882

TOWN OF LANSING  
TOWN OF LANSING GREENWAY FEASIBILITY STUDY

## DETAIL 2

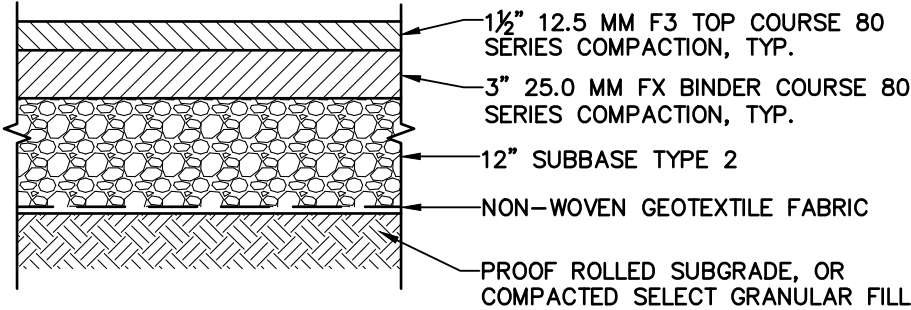
TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK



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

SCALE: N.T.S.  
MJ PROJ. No.: 2210.02  
DATE: 09/15/2025

**DT- 71**



**3 VEHICLE RATED ASPHALT SECTION**  
SCALE: NTS

File Name: L:\Projects\MJ2210 Lansing Greenway Master Plan\2210.02 - Lansing Greenway P1 Feasibility Study\03 Design\CAD\DETAILS.dwg (Layout: DT-3)  
Date: Mon, Oct 06, 2025 - 3:58 PM (Name: CCoopenthaer)

THE ALTERATION OF THIS MATERIAL IN ANY WAY, OR THE  
DONE UNDER THE DIRECTION OF AN INCOMPETENT  
PROFESSIONAL, (I.E.) ARCHITECT, ENGINEER, LANDSCAPE ARCHITECT,  
ENGINEER FOR AN ENGINEER, OR LANDSCAPE ARCHITECT  
FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE  
NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS  
AND IS A CLASS "A" MISDEMEANOR.

SUBMITTAL / REVISIONS								
No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE	PROJ. MANAGER:	DESIGNED BY:	
							DRAWN BY:	
							CHECKED BY:	



29 AUBURN ROAD  
LANSING NY, 14882

TOWN OF LANSING  
TOWN OF LANSING GREENWAY FEASIBILITY STUDY

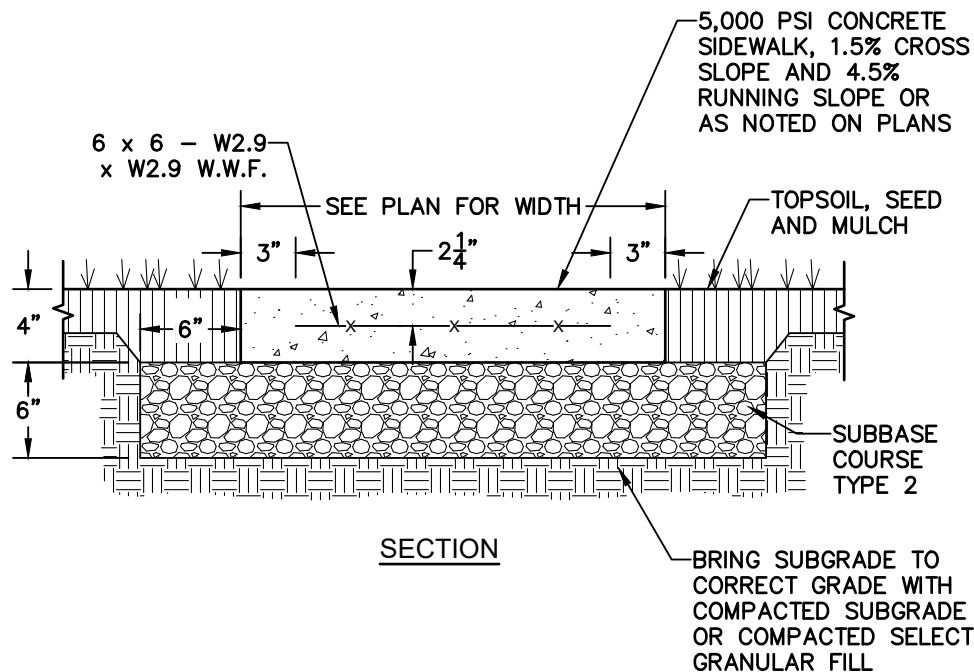
**DETAIL 3**

TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK



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

SCALE: N.T.S.  
MJ PROJ. No.: 2210.02  
DATE: 09/15/2025



#### NOTES:

1. 5,000 PSI IS THE REQUIRED RATING FOR ALL CONCRETE. CONFORM WITH SPECIFICATION SECTION 321313 FOR CONCRETE MATERIALS, PLACEMENT, AND CONSTRUCTION.
2. BROOM TEXTURED FINISH AND TOOLED EDGES ARE REQUIRED FOR ALL EXPOSED CONCRETE SURFACES. PROVIDE A MAXIMUM OF 1-1/2" WIDE SMOOTH TROWEL FINISH AT JOINT.
3. THE MAXIMUM DISTANCE BETWEEN EXPANSION JOINTS IS 20' ON CENTER OR AS INDICATED ON PLANS.
4. DO NOT SAW CUT JOINTS.
5. PROVIDE SUBBASE MATERIAL IN CONFORMANCE WITH SPECIFICATION SECTION 310000.
6. PROVIDE FILL MATERIAL, WHERE NECESSARY FOR BRINGING THE SUBGRADE ELEVATION TO A SPECIFIED GRADE, THAT IS IN ACCORDANCE WITH SPECIFICATION SECTION 310000.

## 4 CONCRETE SIDEWALK SECTION

SCALE: NTS

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT, FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT, FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

#### SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE	PROJ. MANAGER:
						DESIGNED BY:
						DRAWN BY:
						CHECKED BY:



29 AUBURN ROAD  
LANSING NY, 14882

TOWN OF LANSING  
TOWN OF LANSING GREENWAY FEASIBILITY STUDY

## DETAIL 4

TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK



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

SCALE: N.T.S.  
MJ PROJ. No.: 2210.02  
DATE: 09/15/2025

**DT- 73**

# Appendix C \

## Cost Estimates

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY  
Town of Lansing, Tompkins County, State of New York**

MJ Project Number:  
2210.02

**Trail Section 1A - Asphalt**



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

**21 Corporate Drive, Clifton Park, NY 12065**

**November 20, 2025**

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY**

**Trail Section 1A - Asphalt  
SUMMARY SHEET**

**Phase Report:** Trail Section 1A - Asphalt

**Prepared By:** MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

**MJ PN:** 2210.02

**GROSS AREA (SF):** 40,000

**ESTIMATE \$/SF:** \$ 13.04 /SF

CONSTRUCTION CONTRACT		
CSI Division	DIVISION TITLE	TOTAL
020000	Existing Conditions	\$ 14,460.00
310000	Earthwork	\$ 98,342
320000	Exterior Improvements	\$ 186,825.00
<b>SUB TOTAL ESTIMATE</b>		<b>\$ 299,627</b>
GENERAL CONDITIONS : 8.00%		\$ 23,970.16
OVERHEAD AND PROFIT : 16.00%		\$ 47,940.32
DESIGN CONTINGENCY : 20.00%		\$ 59,925.40
A&E FEES : 15.00%		\$ 75,000.00
<b>SUB TOTAL W/ MARKUPS</b>		<b>\$ 506,463</b>
ESCALATION : 3.00%		\$ 15,193.89
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>		<b>\$ 521,657</b>



Project:  
Client:  
Project Phase:  
  
Prepared By:  
MJ PN:

LANSING GREENWAY FEA

**TOWN OF LANSING**  
Trail Section 1A - Asphalt  
MJ Engineering  
2210.02

**DETAILED ESTIMATE**  
**Construction Contract**

DESCRIPTION		QUANTITY	UNIT	MATERIAL		LABOR		UNIT PRICE	TOTAL AMOUNT
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT		
<b>020000 Existing Conditions</b>									
	Underground Utility Locator	1	AL	\$ -	\$ -	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00
	Survey Stakeout	1	AC	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	Temporary Facilities: Sanitary Facilities	3	MO	\$ 200.00	\$ 600	\$ -	\$ -	\$ 200.00	\$ 600
	Temporary Safety Fence	440	LF	\$ 2.00	\$ 880.00	\$ 4.00	\$ 1,760.00	\$ 6.00	\$ 2,640.00
	Temporary Erosion & Sediment Control	715	LF	\$ 3.00	\$ 2,145.00	\$ 5.00		\$ 8.00	\$ 5,720.00
<b>310000 Earthwork</b>									
	Excavation	100	CY	\$ 30.00	\$ 3,000.00	\$ 10.00	\$ 1,000.00	\$ 40.00	\$ 4,000.00
	Fill	350	CY	\$ 40.00	\$ 14,000.00	\$ 10.00	\$ 3,500.00	\$ 50.00	\$ 17,500.00
	Grading	32,656	SF	\$ 0.50	\$ 16,328.00	\$ 0.25	\$ 8,164.00	\$ 0.75	\$ 24,492.00
	Subbase - 8" Depth (asphalt)	560	CY	\$ 60.00	\$ 33,600.00	\$ 10.00	\$ 5,600.00	\$ 70.00	\$ 39,200.00
	Subbase - 6" Depth (concrete)	85	CY	\$ 60.00	\$ 5,100.00	\$ 10.00	\$ 850.00	\$ 70.00	\$ 5,950.00
	Geotextile Fabric - Woven	12,000	SF	\$ 0.35	\$ 4,200.00	\$ 0.25	\$ 3,000.00	\$ 0.60	\$ 7,200.00
<b>320000 Exterior Improvements</b>									
	Asphalt Paving, Top 1" & Binder 2"	1,250	SY	\$ 36.00	\$ 45,000.00	\$ 38.00	\$ 47,500.00	\$ 74.00	\$ 92,500.00
	Tactile Warning Surface	3	EA	\$ 300.00	\$ 900.00	\$ 100.00	\$ 300.00	\$ 400.00	\$ 1,200.00
	Concrete Curb	500	LF	\$ 11.00	\$ 5,500.00	\$ 15.00	\$ 7,500.00	\$ 26.00	\$ 13,000.00
	Concrete Sidewalk - 6" + WWF	3,000	SF	\$ 8.50	\$ 25,500.00	\$ 7.00	\$ 21,000.00	\$ 15.50	\$ 46,500.00
	Site Restoration: Topsoil, Seed, & Mulch	40,000	SF	\$ 0.15	\$ 6,000.00	\$ 0.50	\$ 20,000.00	\$ 0.65	\$ 26,000.00
	Crosswalk	1	LS	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00
	Pavement Markings	700	LF	\$ 1.00	\$ 700.00	\$ 0.75	\$ 525.00	\$ 1.75	\$ 1,225.00
	Boulders	8	EA	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 300.00	\$ 2,400.00
	Sign	1	EA	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
<b>TOTAL DIRECT COST</b>					\$ 162,753		\$ 125,674		<b>\$ 299,627</b>

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY  
Town of Lansing, Tompkins County, State of New York**

MJ Project Number:  
2210.02

**Trail Section 1A - Stone Dust**



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

**21 Corporate Drive, Clifton Park, NY 12065**

**October 8, 2025**

**TOWN OF LANSING**  
**LANSING GREENWAY FEASIBILITY STUDY**

**Trail Section 1A - Stone Dust**  
**SUMMARY SHEET**

**Phase Report:** Trail Section 1A - Stone Dust

**Prepared By:** MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

**MJ PN:** 2210.02

**GROSS AREA (SF):** 40,000

**ESTIMATE \$/SF:** \$ 9.23 /SF

CONSTRUCTION CONTRACT		
CSI Division	DIVISION TITLE	TOTAL
020000	Existing Conditions	\$ 14,460.00
310000	Earthwork	\$ 91,342
320000	Exterior Improvements	\$ 101,525.00
<b>SUB TOTAL ESTIMATE</b>		<b>\$ 207,327</b>
GENERAL CONDITIONS : 8.00%		\$ 16,586.16
OVERHEAD AND PROFIT : 16.00%		\$ 33,172.32
DESIGN CONTINGENCY : 20.00%		\$ 41,465.40
A&E FEES : 15.00%		\$ 60,000.00
<b>SUB TOTAL W/ MARKUPS</b>		<b>\$ 358,551</b>
ESCALATION : 3.00%		\$ 10,756.53
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>		<b>\$ 369,307</b>

**Project:** LANSING GREENWAY FE  
**Client:** TOWN OF LANSING  
**Project Phase:** Trail Section 1A - Stone Dust  
**Prepared By:** MJ Engineering  
**MJ PN:** 2210.02

**DETAILED ESTIMATE****Construction Contract**

DESCRIPTION		QUANTITY	UNIT	MATERIAL		LABOR		UNIT PRICE	TOTAL AMOUNT
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT		
<b>020000</b>	<b>Existing Conditions</b>								
	Underground Utility Locator	1	LS	\$ -	\$ -	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00
	Survey Stakeout	1	AC	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	Temporary Facilities: Sanitary Facilities	3	MO	\$ 200.00	\$ 600	\$ -	\$ -	\$ 200.00	\$ 600
	Temporary Safety Fence	440	LF	\$ 2.00	\$ 880.00	\$ 4.00	\$ 1,760.00	\$ 6.00	\$ 2,640.00
	Temporary Erosion & Sediment Control	715	LF	\$ 3.00	\$ 2,145.00	\$ 5.00		\$ 8.00	\$ 5,720.00
<b>310000</b>	<b>Earthwork</b>								
	Excavation	100	CY	\$ 30.00	\$ 3,000.00	\$ 10.00	\$ 1,000.00	\$ 40.00	\$ 4,000.00
	Fill	350	CY	\$ 20.00	\$ 7,000.00	\$ 10.00	\$ 3,500.00	\$ 30.00	\$ 10,500.00
	Grading	32,656	SF	\$ 0.50	\$ 16,328.00	\$ 0.25	\$ 8,164.00	\$ 0.75	\$ 24,492.00
	Subbase - 8" Depth	560	CY	\$ 60.00	\$ 33,600.00	\$ 10.00	\$ 5,600.00	\$ 70.00	\$ 39,200.00
	Subbase - 6" Depth	85	CY	\$ 60.00	\$ 5,100.00	\$ 10.00	\$ 850.00	\$ 70.00	\$ 5,950.00
	Geotextile Fabric - Non Woven	12,000	SF	\$ 0.35	\$ 4,200.00	\$ 0.25	\$ 3,000.00	\$ 0.60	\$ 7,200.00
<b>320000</b>	<b>Exterior Improvements</b>								
	Stone Dust Path - 2" Depth	120	CY	\$ 50.00	\$ 6,000.00	\$ 10.00	\$ 1,200.00	\$ 60.00	\$ 7,200.00
	Tactile Warning Surface	3	EA	\$ 300.00	\$ 900.00	\$ 100.00	\$ 300.00	\$ 400.00	\$ 1,200.00
	Concrete Curb	500	LF	\$ 11.00	\$ 5,500.00	\$ 15.00	\$ 7,500.00	\$ 26.00	\$ 13,000.00
	Concrete Sidewalk - 6" + WWF	3,000	SF	\$ 8.50	\$ 25,500.00	\$ 7.00	\$ 21,000.00	\$ 15.50	\$ 46,500.00
	Site Restoration: Topsoil, Seed, & Mulch	40,000	SF	\$ 0.15	\$ 6,000.00	\$ 0.50	\$ 20,000.00	\$ 0.65	\$ 26,000.00
	Crosswalk	1	LS	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00
	Pavement Markings	700	LF	\$ 1.00	\$ 700.00	\$ 0.75	\$ 525.00	\$ 1.75	\$ 1,225.00
	Boulders	8	EA	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 300.00	\$ 2,400.00
	Sign	1	LS	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
<b>TOTAL DIRECT COST</b>				\$ 116,753		\$ 79,374			<b>\$ 207,327</b>

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY  
Town of Lansing, Tompkins County, State of New York**

MJ Project Number:  
2210.02

**Trail Section 1B - Asphalt**



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

**21 Corporate Drive, Clifton Park, NY 12065**

**November 20, 2025**

**TOWN OF LANSING**  
**LANSING GREENWAY FEASIBILITY STUDY**

**Trail Section 1B - Asphalt**  
**SUMMARY SHEET**

**Phase Report:** Trail Section 1B - Asphalt

**Prepared By:** MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

**MJ PN:** 2210.02

**GROSS AREA (SF):** 54000

**ESTIMATE \$/SF:** \$ 9.71 /SF

CONSTRUCTION CONTRACT		
CSI Division	DIVISION TITLE	TOTAL
020000	Existing Conditions	\$ 13,890.00
310000	Earthwork	\$ 95,540
320000	Exterior Improvements	\$ 192,050.00
<b>SUB TOTAL ESTIMATE</b>		<b>\$ 301,480</b>
GENERAL CONDITIONS : 8.00%		\$ 24,118.40
OVERHEAD AND PROFIT : 16.00%		\$ 48,236.80
DESIGN CONTINGENCY : 20.00%		\$ 60,296.00
A&E FEES : 15.00%		\$ 75,000.00
<b>SUB TOTAL W/ MARKUPS</b>		<b>\$ 509,131</b>
ESCALATION : 3.00%		\$ 15,273.94
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>		<b>\$ 524,405</b>

**Project:** LANSING GREENWAY FEAS  
**Client:** TOWN OF LANSING  
**Project Phase:** Trail Section 1B - Asphalt  
**Prepared By:** MJ Engineering  
**MJ PN:** 2210.02

### **DETAILED ESTIMATE**

### **Construction Contract**

DESCRIPTION		QUANTITY	UNIT	MATERIAL		LABOR		UNIT PRICE	TOTAL AMOUNT
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT		
<b>020000 Existing Conditions</b>									
	Underground Utility Locator	1	AL	\$ -	\$ -	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00
	Survey Stakeout	2	AC	\$ -	\$ -	\$ 3,000.00	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00
	Temporary Facilities: Sanitary Facilities	3	MO	\$ 200.00	\$ 600	\$ -	\$ -	\$ 200.00	\$ 600
	Temporary Safety Fence	415	LF	\$ 2.00	\$ 830.00	\$ 4.00	\$ 1,660.00	\$ 6.00	\$ 2,490.00
	Temporary Erosion & Sediment Control	475	LF	\$ 3.00	\$ 1,425.00	\$ 5.00		\$ 8.00	\$ 3,800.00
<b>310000 Earthwork</b>									
	Excavation	111	CY	\$ 30.00	\$ 3,330.00	\$ 10.00	\$ 1,110.00	\$ 40.00	\$ 4,440.00
	Fill	80	CY	\$ 20.00	\$ 1,600.00	\$ 10.00	\$ 800.00	\$ 30.00	\$ 2,400.00
	Grading	22,000	SF	\$ 0.50	\$ 11,000.00	\$ 0.25	\$ 5,500.00	\$ 0.75	\$ 16,500.00
	Subbase - 8" Depth (asphalt)	860	CY	\$ 60.00	\$ 51,600.00	\$ 10.00	\$ 8,600.00	\$ 70.00	\$ 60,200.00
	Geotextile Fabric - Woven	20,000	SF	\$ 0.35	\$ 7,000.00	\$ 0.25	\$ 5,000.00	\$ 0.60	\$ 12,000.00
<b>320000 Exterior Improvements</b>									
	Asphalt Paving, Top 1" / Binder 2"	2,150	SY	\$ 36.00	\$ 77,400.00	\$ 38.00	\$ 81,700.00	\$ 74.00	\$ 159,100.00
	Tactile Warning Surface	3	EA	\$ 300.00	\$ 900.00	\$ 100.00	\$ 300.00	\$ 400.00	\$ 1,200.00
	Site Restoration: Topsoil, Seed, & Mulch	35,000	SF	\$ 0.15	\$ 5,250.00	\$ 0.50	\$ 17,500.00	\$ 0.65	\$ 22,750.00
	Boulders	20	EA	\$ 150.00	\$ 3,000.00	\$ 150.00	\$ 3,000.00	\$ 300.00	\$ 6,000.00
	Sign	2	EA	\$ 1,500.00	\$ 3,000.00	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00
<b>TOTAL DIRECT COST</b>					\$ 160,935		\$ 129,170		<b>\$ 301,480</b>

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY  
Town of Lansing, Tompkins County, State of New York**

MJ Project Number:  
2210.02

**Trail Section 1B - Stone Dust**



**21 Corporate Drive, Clifton Park, NY 12065**

**November 20, 2025**



**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY**

**Trail Section 1B - Stone Dust  
SUMMARY SHEET**

**Phase Report:** Trail Section 1B - Stone Dust

**Prepared By:** MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

**MJ PN:** 2210.02

**GROSS AREA (SF):** 40,000

**ESTIMATE \$/SF:** \$ 6.61 /SF

CONSTRUCTION CONTRACT		
CSI Division	DIVISION TITLE	TOTAL
020000	Existing Conditions	\$ 13,890.00
310000	Earthwork	\$ 76,640
320000	Exterior Improvements	\$ 45,950.00
<b>SUB TOTAL ESTIMATE</b>		<b>\$ 136,480</b>
GENERAL CONDITIONS :		8.00%
		\$ 10,918.40
OVERHEAD AND PROFIT :		16.00%
		\$ 21,836.80
DESIGN CONTINGENCY :		20.00%
		\$ 27,296.00
A&E FEES :		15.00%
		\$ 60,000.00
<b>SUB TOTAL W/ MARKUPS</b>		<b>\$ 256,531</b>
ESCALATION :		3.00%
		\$ 7,695.94
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>		<b>\$ 264,227</b>

**Project:** LANSING GREENWAY FEAS  
**Client:** TOWN OF LANSING  
**Project Phase:** Trail Section 1B - Stone Dust  
**Prepared By:** MJ Engineering  
**MJ PN:** 2210.02

### **DETAILED ESTIMATE**

### **Construction Contract**

DESCRIPTION		QUANTITY	UNIT	MATERIAL		LABOR		UNIT PRICE	TOTAL AMOUNT
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT		
<b>020000 Existing Conditions</b>									
	Underground Utility Locator	1	LS	\$ -	\$ -	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00
	Survey Stakeout	2	AC	\$ -	\$ -	\$ 3,000.00	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00
	Temporary Facilities: Sanitary Facilities	3	MO	\$ 200.00	\$ 600	\$ -	\$ -	\$ 200.00	\$ 600
	Temporary Safety Fence	415	LF	\$ 2.00	\$ 830.00	\$ 4.00	\$ 1,660.00	\$ 6.00	\$ 2,490.00
	Clearing and Grubbing	475	LF	\$ 3.00	\$ 1,425.00	\$ 5.00		\$ 8.00	\$ 3,800.00
<b>310000 Earthwork</b>									
	Excavation	111	CY	\$ 30.00	\$ 3,330.00	\$ 10.00	\$ 1,110.00	\$ 40.00	\$ 4,440.00
	Fill	80	CY	\$ 20.00	\$ 1,600.00	\$ 10.00	\$ 800.00	\$ 30.00	\$ 2,400.00
	Grading	22,000	SF	\$ 0.50	\$ 11,000.00	\$ 0.25	\$ 5,500.00	\$ 0.75	\$ 16,500.00
	Subbase - 8" Depth	590	SF	\$ 60.00	\$ 35,400.00	\$ 10.00	\$ 5,900.00	\$ 70.00	\$ 41,300.00
	Geotextile Fabric - Woven	20,000	SF	\$ 0.35	\$ 7,000.00	\$ 0.25	\$ 5,000.00	\$ 0.60	\$ 12,000.00
<b>320000 Exterior Improvements</b>									
	Stone Dust Path - 2" Depth	160	CY	\$ 50.00	\$ 8,000.00	\$ 10.00	\$ 1,600.00	\$ 60.00	\$ 9,600.00
	Tactile Warning Surface	3	EA	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 450.00	\$ 1,350.00
	Site Restoration: Topsoil, Seed, & Mulch	40,000	SF	\$ 0.15	\$ 6,000.00	\$ 0.50	\$ 20,000.00	\$ 0.65	\$ 26,000.00
	Boulders	20	EA	\$ 150.00	\$ 3,000.00	\$ 150.00	\$ 3,000.00	\$ 300.00	\$ 6,000.00
	Sign	2	EA	\$ 1,500.00	\$ 3,000.00	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00
<b>TOTAL DIRECT COST</b>					\$ 82,085		\$ 52,020	\$ 8,166	<b>\$ 136,480</b>

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY  
Town of Lansing, Tompkins County, State of New York**

MJ Project Number:  
2210.02

**Trail Section 2 - Asphalt**



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

**21 Corporate Drive, Clifton Park, NY 12065**

**November 20, 2025**

**TOWN OF LANSING**  
**LANSING GREENWAY FEASIBILITY STUDY**

**Trail Section 2 - Asphalt**  
**SUMMARY SHEET**

**Phase Report:** Trail Section 2 - Asphalt

**Prepared By:** MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

**MJ PN:** 2210.02

**GROSS AREA (SF):** 60000

**ESTIMATE \$/SF:** \$ 11.13 /SF

CONSTRUCTION CONTRACT		
CSI Division	DIVISION TITLE	TOTAL
020000	Existing Conditions	\$ 18,380.00
310000	Earthwork	\$ 143,000
320000	Exterior Improvements	\$ 236,699.00
<b>SUB TOTAL ESTIMATE</b>		<b>\$ 398,079</b>
GENERAL CONDITIONS :		8.00%
		\$ 31,846.32
OVERHEAD AND PROFIT :		16.00%
		\$ 63,692.64
DESIGN CONTINGENCY :		20.00%
		\$ 79,615.80
A&E FEES :		15.00%
		\$ 75,000.00
<b>SUB TOTAL W/ MARKUPS</b>		<b>\$ 648,234</b>
ESCALATION :		3.00%
		\$ 19,447.01
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>		<b>\$ 667,681</b>

**Project:** LANSING GREENWAY FEAS  
**Client:** TOWN OF LANSING  
**Project Phase:** Trail Section 2 - Asphalt  
**Prepared By:** MJ Engineering  
**MJ PN:** 2210.02

### DETAILED ESTIMATE

### Construction Contract

DESCRIPTION		QUANTITY	UNIT	MATERIAL		LABOR		UNIT PRICE	TOTAL AMOUNT
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT		
<b>020000 Existing Conditions</b>									
	Underground Utility Locator	1	AL	\$ -	\$ -	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00
	Survey Stakeout	3	AC	\$ -	\$ -	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00
	Temporary Safety Fence	400	LF	\$ 2.00	\$ 800.00	\$ 4.00	\$ 1,600.00	\$ 6.00	\$ 2,400.00
	Temporary Erosion & Sediment Control	560	LF	\$ 3.00	\$ 1,680.00	\$ 5.00		\$ 8.00	\$ 4,480.00
<b>310000 Earthwork</b>									
	Excavation	500	CY	\$ 30.00	\$ 15,000.00	\$ 10.00	\$ 5,000.00	\$ 40.00	\$ 20,000.00
	Fill	200	CY	\$ 40.00	\$ 8,000.00	\$ 10.00	\$ 2,000.00	\$ 50.00	\$ 10,000.00
	Grading	60,000	SF	\$ 0.50	\$ 30,000.00	\$ 0.25	\$ 15,000.00	\$ 0.75	\$ 45,000.00
	Subbase - 8" Depth (asphalt)	800	CY	\$ 60.00	\$ 48,000.00	\$ 10.00	\$ 8,000.00	\$ 70.00	\$ 56,000.00
	Geotextile Fabric - Non Woven	20,000	SF	\$ 0.35	\$ 7,000.00	\$ 0.25	\$ 5,000.00	\$ 0.60	\$ 12,000.00
<b>320000 Exterior Improvements</b>									
	Asphalt Paving, Top 1" & Binder 2"	2,000	SY	\$ 36.00	\$ 72,000.00	\$ 38.00	\$ 76,000.00	\$ 74.00	\$ 148,000.00
	HDPE Storm Pipe - 12"	100	LF	\$ 43.09	\$ 4,309.00	\$ 26.40	\$ 2,640.00	\$ 69.49	\$ 6,949.00
	Tactile Warning Surface	3	EA	\$ 300.00	\$ 900.00	\$ 100.00	\$ 300.00	\$ 400.00	\$ 1,200.00
	Site Restoration: Topsoil, Seed, & Mulch	45,000	SF	\$ 0.15	\$ 6,750.00	\$ 0.50	\$ 22,500.00	\$ 0.65	\$ 29,250.00
	RRFB Pedestrian Crossing & Crosswalk	1	AL	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
	Crosswalk	2	EA	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ 2,500.00	\$ 5,000.00
	Bollard	2	EA	\$ 800.00	\$ 1,600.00	\$ 250.00	\$ 500.00	\$ 1,050.00	\$ 2,100.00
	Traffic Sign	3	EA	\$ 250.00	\$ 750.00	\$ 150.00	\$ 450.00	\$ 400.00	\$ 1,200.00
	Wayfinding Sign	2	LS	\$ 1,500.00	\$ 3,000.00	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00
<b>TOTAL DIRECT COST</b>				\$ 515	\$ 244,789	\$ 6,104	\$ 150,490	\$ 51,669	\$ 398,079

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY  
Town of Lansing, Tompkins County, State of New York**

MJ Project Number:  
2210.02

**Trail Section 2 - Stone Dust**



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

**21 Corporate Drive, Clifton Park, NY 12065**

**November 20, 2025**

**TOWN OF LANSING**  
**LANSING GREENWAY FEASIBILITY STUDY**

**Trail Section 2 - Stone Dust**  
**SUMMARY SHEET**

**Phase Report:** Trail Section 2 - Stone Dust

**Prepared By:** MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

**MJ PN:** 2210.02

**GROSS AREA (SF):** 60000

**ESTIMATE \$/SF:** \$ 6.80 /SF

CONSTRUCTION CONTRACT		
CSI Division	DIVISION TITLE	TOTAL
020000	Existing Conditions	\$ 18,380.00
310000	Earthwork	\$ 125,500.00
320000	Exterior Improvements	\$ 89,550.00
<b>SUB TOTAL ESTIMATE</b>		<b>\$ 233,430</b>
GENERAL CONDITIONS :		8.00% \$ 18,674.40
OVERHEAD AND PROFIT :		16.00% \$ 37,348.80
DESIGN CONTINGENCY :		20.00% \$ 46,686.00
A&E FEES :		15.00% \$ 60,000.00
<b>SUB TOTAL W/ MARKUPS</b>		<b>\$ 396,139</b>
ESCALATION :		3.00% \$ 11,884.18
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>		<b>\$ 408,023</b>

**Project:** LANSING GREENWAY FEAS  
**Client:** TOWN OF LANSING  
**Project Phase:** Trail Section 2 - Stone Dust  
**Prepared By:** MJ Engineering  
**MJ PN:** 2210.02

**DETAILED ESTIMATE**  
**Construction Contract**

DESCRIPTION		QUANTITY	UNIT	MATERIAL		LABOR		UNIT PRICE	TOTAL
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT		AMOUNT
<b>020000 Existing Conditions</b>									
	Underground Utility Locator	1	AL	\$ -	\$ -	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00
	Survey Stakeout	3	AC	\$ -	\$ -	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00
	Temporary Safety Fence	400	LF	\$ 2.00	\$ 800.00	\$ 4.00	\$ 1,600.00	\$ 6.00	\$ 2,400.00
	Temporary Erosion & Sediment Control	560	LF	\$ 3.00	\$ 1,680.00	\$ 5.00		\$ 8.00	\$ 4,480.00
<b>310000 Earthwork</b>									
	Excavation	500	CY	\$ 30.00	\$ 15,000.00	\$ 10.00	\$ 5,000.00	\$ 40.00	\$ 20,000.00
	Fill	200	CY	\$ 40.00	\$ 8,000.00	\$ 10.00	\$ 2,000.00	\$ 50.00	\$ 10,000.00
	Grading	60,000	SF	\$ 0.50	\$ 30,000.00	\$ 0.25	\$ 15,000.00	\$ 0.75	\$ 45,000.00
	Subbase - 8" Depth (stone dust)	550	CY	\$ 60.00	\$ 33,000.00	\$ 10.00	\$ 5,500.00	\$ 70.00	\$ 38,500.00
	Geotextile Fabric - Non Woven	20,000	SF	\$ 0.35	\$ 7,000.00	\$ 0.25	\$ 5,000.00	\$ 0.60	\$ 12,000.00
<b>320000 Exterior Improvements</b>									
	Stone Dust Path - 2" Depth	130	CY	\$ 50.00	\$ 6,500.00	\$ 10.00	\$ 1,300.00	\$ 60.00	\$ 7,800.00
	Tactile Warning Surface	3	EA	\$ 300.00	\$ 900.00	\$ 100.00	\$ 300.00	\$ 400.00	\$ 1,200.00
	Turf/Lawn	45,000	SF	\$ 0.15	\$ 6,750.00	\$ 0.50	\$ 22,500.00	\$ 0.65	\$ 29,250.00
	RRFB Pedestrian Crossing & Crosswalk	1	AL	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
	Crosswalk	2	EA	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ 2,500.00	\$ 5,000.00
	Bollard	2	EA	\$ 800.00	\$ 1,600.00	\$ 250.00	\$ 500.00	\$ 1,050.00	\$ 2,100.00
	Traffic Sign	3	EA	\$ 250.00	\$ 750.00	\$ 150.00	\$ 450.00	\$ 400.00	\$ 1,200.00
	Wayfinding Sign	2	LS	\$ 1,500.00	\$ 3,000.00	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00
<b>TOTAL DIRECT COST</b>				\$ 45,536	\$ 159,980	\$ 6,050	\$ 70,650	\$ 51,586	\$ 233,430



**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY  
Town of Lansing, Tompkins County, State of New York**

MJ Project Number:  
2210.02

**Trail Section 3 - Asphalt**



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

**21 Corporate Drive, Clifton Park, NY 12065**

**November 20, 2025**

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY**

**Trail Section 3 - Asphalt  
SUMMARY SHEET**

**Phase Report:** Trail Section 3 - Asphalt

**Prepared By:** MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

**MJ PN:** 2210.02

**GROSS AREA (SF):** 32000

**ESTIMATE \$/SF:** \$ 11.57 /SF

CONSTRUCTION CONTRACT		
CSI Division	DIVISION TITLE	TOTAL
020000	Existing Conditions	\$ 13,300.00
310000	Earthwork	\$ 64,200
320000	Exterior Improvements	\$ 130,470.00
<b>SUB TOTAL ESTIMATE</b>		<b>\$ 207,970</b>
GENERAL CONDITIONS :		8.00%
		\$ 16,637.60
OVERHEAD AND PROFIT :		16.00%
		\$ 33,275.20
DESIGN CONTINGENCY :		20.00%
		\$ 41,594.00
A&E FEES :		15.00%
		\$ 60,000.00
<b>SUB TOTAL W/ MARKUPS</b>		<b>\$ 359,477</b>
ESCALATION :		3.00%
		\$ 10,784.30
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>		<b>\$ 370,261</b>

**Project:** LANSING GREENWAY FEAS  
**Client:** TOWN OF LANSING  
**Project Phase:** Trail Section 3 - Asphalt  
**Prepared By:** MJ Engineering  
**MJ PN:** 2210.02

### DETAILED ESTIMATE

### Construction Contract

DESCRIPTION		QUANTITY	UNIT	MATERIAL		LABOR		UNIT PRICE	TOTAL AMOUNT
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT		
<b>020000 Existing Conditions</b>									
	Underground Utility Locator	1	AL	\$ -	\$ -	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00
	Survey Stakeout	2	AC	\$ -	\$ -	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00
	Temporary Safety Fence	400	LF	\$ 2.00	\$ 800.00	\$ 4.00	\$ 1,600.00	\$ 6.00	\$ 2,400.00
	Temporary Erosion & Sediment Control	300	LF	\$ 3.00	\$ 900.00	\$ 5.00		\$ 8.00	\$ 2,400.00
<b>310000 Earthwork</b>									
	Excavation	100	CY	\$ 30.00	\$ 3,000.00	\$ 10.00	\$ 1,000.00	\$ 40.00	\$ 4,000.00
	Fill	100	CY	\$ 40.00	\$ 4,000.00	\$ 10.00	\$ 1,000.00	\$ 50.00	\$ 5,000.00
	Grading	32,000	SF	\$ 0.50	\$ 16,000.00	\$ 0.25	\$ 8,000.00	\$ 0.75	\$ 24,000.00
	Subbase - 8" Depth (asphalt)	375	CY	\$ 60.00	\$ 22,500.00	\$ 10.00	\$ 3,750.00	\$ 70.00	\$ 26,250.00
	Geotextile Fabric - Non Woven	8,250	SF	\$ 0.35	\$ 2,887.50	\$ 0.25	\$ 2,062.50	\$ 0.60	\$ 4,950.00
<b>320000 Exterior Improvements</b>									
	Asphalt Paving, Top 1" / Binder 2"	950	SY	\$ 36.00	\$ 34,200.00	\$ 38.00	\$ 36,100.00	\$ 74.00	\$ 70,300.00
	Asphalt Paving, Top 1.5" / Binder 3" (Veh. Rtd)	420	SY	\$ 40.00	\$ 16,800.00	\$ 44.00	\$ 18,480.00	\$ 84.00	\$ 35,280.00
	Tactile Warning Surface	2	EA	\$ 300.00	\$ 600.00	\$ 100.00	\$ 200.00	\$ 400.00	\$ 800.00
	Site Restoration: Topsoil, Seed, & Mulch	23,000	SF	\$ 0.15	\$ 3,450.00	\$ 0.50	\$ 11,500.00	\$ 0.65	\$ 14,950.00
	Pavement Marking	650	LF	\$ 1.20	\$ 780.00	\$ 8.40		\$ 9.60	\$ 6,240.00
	Bollard	2	EA	\$ 800.00	\$ 1,600.00	\$ 250.00	\$ 500.00	\$ 1,050.00	\$ 2,100.00
	Traffic Sign	2	EA	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 400.00	\$ 800.00
<b>TOTAL DIRECT COST</b>				\$ 1,563	\$ 108,018	\$ 6,130	\$ 92,993	\$ 7,694	<b>\$ 207,970</b>

**TOWN OF LANSING  
LANSING GREENWAY FEASIBILITY STUDY  
Town of Lansing, Tompkins County, State of New York**

MJ Project Number:  
2210.02

**Trail Section 3 - Stone Dust**



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

**21 Corporate Drive, Clifton Park, NY 12065**

**November 20, 2025**

**TOWN OF LANSING**  
**LANSING GREENWAY FEASIBILITY STUDY**

**Trail Section 3 - Stone Dust**  
**SUMMARY SHEET**

**Phase Report:** Trail Section 3 - Stone Dust

**Prepared By:** MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

**MJ PN:** 2210.02

**GROSS AREA (SF):** 32000

**ESTIMATE \$/SF:** \$ 7.67 /SF

CONSTRUCTION CONTRACT		
CSI Division	DIVISION TITLE	TOTAL
020000	Existing Conditions	\$ 13,300.00
310000	Earthwork	\$ 55,888
320000	Exterior Improvements	\$ 64,970.00
<b>SUB TOTAL ESTIMATE</b>		<b>\$ 134,158</b>
GENERAL CONDITIONS :		8.00%
		\$ 10,732.64
OVERHEAD AND PROFIT :		16.00%
		\$ 21,465.28
DESIGN CONTINGENCY :		20.00%
		\$ 26,831.60
A&E FEES :		15.00%
		\$ 45,000.00
<b>SUB TOTAL W/ MARKUPS</b>		<b>\$ 238,188</b>
ESCALATION :		3.00%
		\$ 7,145.63
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>		<b>\$ 245,333</b>

**Project:** LANSING GREENWAY FEA  
**Client:** TOWN OF LANSING  
**Project Phase:** Trail Section 3 - Stone Dust  
**Prepared By:** MJ Engineering  
**MJ PN:** 2210.02

## DETAILED ESTIMATE

### Construction Contract

DESCRIPTION		QUANTITY	UNIT	MATERIAL		LABOR		UNIT PRICE	TOTAL AMOUNT
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT		
<b>020000 Existing Conditions</b>									
	Underground Utility Locator	1	AL	\$ -	\$ -	\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00
	Survey Stakeout	2	AC	\$ -	\$ -	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00
	Temporary Safety Fence	400	LF	\$ 2.00	\$ 800.00	\$ 4.00	\$ 1,600.00	\$ 6.00	\$ 2,400.00
	Temporary Erosion & Sediment Control	300	LF	\$ 3.00	\$ 900.00	\$ 5.00		\$ 8.00	\$ 2,400.00
<b>310000 Earthwork</b>									
	Excavation	100	CY	\$ 30.00	\$ 3,000.00	\$ 10.00	\$ 1,000.00	\$ 40.00	\$ 4,000.00
	Fill	100	CY	\$ 40.00	\$ 4,000.00	\$ 10.00	\$ 1,000.00	\$ 50.00	\$ 5,000.00
	Grading	32,000	SF	\$ 0.50	\$ 16,000.00	\$ 0.25	\$ 8,000.00	\$ 0.75	\$ 24,000.00
	Subbase - 8" Depth (stone dust)	250	CY	\$ 60.00	\$ 15,000.00	\$ 10.00	\$ 2,500.00	\$ 70.00	\$ 17,500.00
	Subbase - 12" Depth (Veh. Rtd. Asphalt)	150	CY	\$ 2.07	\$ 310.50	\$ 0.85	\$ 127.50	\$ 2.92	\$ 438.00
	Geotextile Fabric - Non Woven	8,250	SF	\$ 0.35	\$ 2,887.50	\$ 0.25	\$ 2,062.50	\$ 0.60	\$ 4,950.00
<b>320000 Exterior Improvements</b>									
	Stone Dust Path - 2" Depth	80	CY	\$ 50.00	\$ 4,000.00	\$ 10.00	\$ 800.00	\$ 60.00	\$ 4,800.00
	Asphalt Paving, Top 1.5" / Binder 3" (Veh. Rtd)	420	SY	\$ 40.00	\$ 16,800.00	\$ 44.00	\$ 18,480.00	\$ 84.00	\$ 35,280.00
	Tactile Warning Surface	2	EA	\$ 300.00	\$ 600.00	\$ 100.00	\$ 200.00	\$ 400.00	\$ 800.00
	Site Restoration: Topsoil, Seed, & Mulch	23,000	SF	\$ 0.15	\$ 3,450.00	\$ 0.50	\$ 11,500.00	\$ 0.65	\$ 14,950.00
	Pavement Marking	650	LF	\$ 1.20	\$ 780.00	\$ 8.40		\$ 9.60	\$ 6,240.00
	Bollard	2	EA	\$ 800.00	\$ 1,600.00	\$ 250.00	\$ 500.00	\$ 1,050.00	\$ 2,100.00
	Traffic Sign	2	EA	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 400.00	\$ 800.00
<b>TOTAL DIRECT COST</b>				\$ 1,579	\$ 70,628	\$ 6,103	\$ 56,570	\$ 7,683	<b>\$ 134,158</b>

**MOTION TO APPROVE LANSING GREENWAY PHASE ONE FEASIBILITY STUDY  
COMPLETED BY MJ ENGINEERING, ARCHITECTURE, AND  
LAND SURVEYING, P.C.**

**MOTION M26-**

**MOTION TO APPROVE LANSING GREENWAY PHASE ONE FEASIBILITY STUDY  
COMPLETED BY MJ ENGINEERING, ARCHITECTURE,  
AND LAND SURVEYING, P.C.**

Motion to approve Lansing Greenway Trail Phase One Feasibility Study completed by MJ Engineering, Architecture, and Land Surveying, P.C. on December 12, 2025 (MJ Project # 2210.02).

The question of the adoption of such proposed 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 Christine Montague –  
Supervisor Ruth Groff –

Councilperson Laurie Hemmings –  
Councilperson Joseph Wetmore –

Accordingly, the foregoing Motion was approved, carried, and duly adopted on January 21, 2026.

**MOTION TO APPROVE MYERS ROAD TRAIL FEASIBILITY STUDY COMPLETED  
BY T.G. MILLER, P.C.**

**MOTION M26-**

**MOTION TO APPROVE MYERS ROAD TRAIL FEASIBILITY STUDY COMPLETED  
BY T.G. MILLER, P.C**

Motion that the Town Board hereby approves the Myers Road Trail Feasibility Study completed on January 6, 2026 by T.G. Miller, P.C. for the Myers Road Trail as directed by Town Board.

The question of the adoption of such proposed 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 Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Motion was approved, carried, and duly adopted on January 21, 2026.



**RESOLUTION APPOINTING MEMBERS TO THE TOWN OF LANSING PLANNING BOARD**

**RESOLUTION 26-**

**RESOLUTION APPOINTING MEMBERS TO THE TOWN OF LANSING PLANNING BOARD**

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

WHEREAS, the Planning Board has three members whose terms expired on December 31, 2025; and

WHEREAS, the Town received nine (9) applications for the Planning Board; and

WHEREAS, the Interview Committee conducted interviews and recommended Alfonso Fiorille, Fredric Villano, and Aimee Caffrey to the Planning Board; and

WHEREAS, the appointments require Alfonso Fiorille, Fredric Villano, and Aimee Caffrey to complete the mandatory New York State and Town of Lansing training requirements; and

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

1. Alfonso Fiorille is hereby reappointed as a Member to the Town of Lansing Planning Board for a seven-year term effective January 1, 2026 through December 31, 2032, to serve at the pleasure of this Board, and
2. Fredric Villano is hereby reappointed as an Alternate Member to the Town of Lansing Planning Board for a one-year term effective January 1, 2026 through December 31, 2026, to serve at the pleasure of this Board, and
3. Aimee Caffrey is hereby appointed as an Alternate Member to the Town of Lansing Planning Board for a one-year term effective January 22, 2026 through December 31, 2026, to serve at the pleasure of this Board, and
4. The Town Clerk shall administer the oath of office for such appointments.

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

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on January 21, 2026.

TOWN OF LANSING

AND

YELLOW BARN SOLAR, LLC

ROAD USE AGREEMENT  
FOR THE  
YELLOW BARN SOLAR PROJECT

EFFECTIVE AS OF \_\_\_\_\_

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## ROAD USE AGREEMENT

This **ROAD USE AGREEMENT**, effective as of the \_\_\_ day of \_\_\_\_\_, 202\_\_ (the “Agreement”), by and between the **Town of Lansing**, a municipal corporation existing under the laws of the State of New York (the “Town”), and **Yellow Barn Solar, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the “Company”, and together with the Town, the “Parties”),

**WHEREAS**, the Company has obtained a Siting Permit (the “Permit”) pursuant to Article VIII of the Public Service Law and its implementing regulations (the “Article VIII Process”) with the New York State Office of Renewable Energy Siting and Electric Transmission (“ORES”) to construct the Project (as defined below). The Permit authorizes the Company to construct a solar-powered electric generating project (the “Project”) on land located in the Town of Lansing and the Town of Groton (the “Land”), including a buried and overhead collection line system to carry electricity to the point of interconnection, an interconnection substation facility, and a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and certain equipment, including photovoltaic panels (“Panels”) producing direct current (“DC”) electricity with a total rated alternating current (“AC”) output capacity of up to 160 megawatts (“MWac”) to be mounted on panel racks (“Panel Racks”), inverters to convert DC electricity to AC electricity, and personal property, fixtures, machinery and equipment (collectively, the “Equipment”, and together with the Land and the Improvements, the “Project Facility”); and

**WHEREAS**, the nature of heavy vehicular traffic during construction, operation and maintenance, and decommissioning of the Project Facility will exceed normal and anticipated use of the public roadways within the Town; and

**WHEREAS**, Company will repair, or agrees to compensate the Town, so that it may repair, any damage that may occur to roadways throughout the duration of the construction, operation and maintenance, and decommissioning of the Project Facility, which shall be considered to be from the time Company receives a Notice to Proceed for Civil Construction from ORES, including any Notice to Proceed with Site Preparation and any phased Notice to Proceed (the “Notice to Proceed”) through the completion of decommissioning and restoration of the Project; and

**WHEREAS**, the Parties believe that their mutual interests will be served by the execution of this Agreement which specifies their respective rights, interests, and obligations relative to the use of roads during construction of the Project Facility; and

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

## ARTICLE I

### DEFINITIONS

#### Section 1.1 Definitions.

For all purposes of this Agreement, defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified herein except as otherwise expressly provided for herein or as the context hereof otherwise requires.

#### Section 1.2 Interpretation.

In this Agreement, unless the context otherwise requires:

- a. The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms as used in this Agreement refer to this Agreement, the term “heretofore” shall mean before, and the term “hereafter” shall mean after the date this Agreement is effective; and
- b. Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and
- c. Any certificates, letters, or opinions required to be given pursuant to this Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

#### Section 2.1 Town Representations and Warranties.

The Town hereby represents and warrants that, as of the date of this Agreement:

- a. it is a validly existing political subdivision of the State of New York (“State”);
- b. it has the power and authority to execute, deliver, and carry out all applicable terms and provisions of this Agreement;
- c. all necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms (a copy of the Town’s resolution approving this Agreement and authorizing its execution is attached hereto as Exhibit A);
- d. its signatory hereto is duly authorized and empowered to execute and enter into this Agreement;

e. none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof by the Town will conflict with or violate or result in a breach of any applicable law; and

f. there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

## Section 2.2 Company Representations and Warranties.

The Company hereby represents and warrants that, as of the date of this Agreement:

a. it is duly organized, validly existing, and in good standing under the laws of the state in which it is formed as set forth in the first paragraph of this Agreement and has requisite authority to own its property and assets and conduct its business as presently conducted or proposed to be conducted under this Agreement;

b. it has the power and authority to execute, deliver, and carry out all applicable terms and provisions of this Agreement;

c. all necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms;

d. no governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Company, except such as are required for the construction, operation and maintenance, and decommissioning of the Project Facility, and the Company has no reason to believe that any such government approval will not be made or obtained as required for the Company's performance hereunder;

e. none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof by the Company will (i) conflict with or violate any provision of its articles of organization and operating agreement; (ii) conflict with, violate, or result in a breach of any applicable law; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets are bound;

f. there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement; and

g. the conduct of its business is in compliance with all applicable governmental approvals with which a failure to comply, in any case or in the aggregate, would result in a material adverse

effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

### ARTICLE III

#### TERM

##### Section 3.1 Effective Date.

This Agreement will become effective (the “Effective Date”) as of the date first written above.

##### Section 3.2 Term.

The term of this Agreement shall commence on the Effective Date and expire upon the earlier of (a) issuance of a Certificate of Restoration by the Town following decommissioning of the Project or (b) termination of this Agreement pursuant to Section 7.1 hereof (the “Term”).

### ARTICLE IV

#### ROAD USE, REINFORCEMENT AND REPAIR

##### Section 4.1 Access and Improvement

The Town hereby grants the Company and the Company’s contractors and subcontractors, and their respective employees, agents, permitted assigns, and contractors, a non-exclusive license to enter upon the Roads and Road Structures identified on Exhibit D during the term of this Agreement for the purposes of (a) making investigations and inspections thereon, including, without limitation, investigations related to the load-bearing and structural characteristics of the Roads and the Road Structures, (b) reinforcing, modifying, improving, and/or expanding the Roads and the Road Structures as the Company deems necessary to support construction, operation, maintenance and decommissioning of the Project, including construction of improved turning radii for oversized vehicles within Road rights-of-way and access road improvements within Road rights-of-way, (c) transporting personnel, equipment, and materials to and over the Roads to support construction, operation, maintenance and decommissioning of the Project, and (d) repairing the Roads and the Road Structures to a condition at least as good or better as existed within thirty (30) days of receipt of the Notice to Proceed for the Project, prior to any on-site activity, as established in the Pre-Construction Inspection Report on the timeline set forth herein (“**Repair Activities**”). Exhibit D may be modified by the Company from time to time with the approval of the Town Highway Superintendent (the “**Town Highway Superintendent**”), which approval shall not be unreasonably withheld or delayed. No use or rights herein granted with respect to this Agreement shall create or vest in the Company any easement or any other ownership rights of any nature whatsoever in the Roads or Road Structures, nor does this Agreement grant rights to use any right-of-way or property owned by a private party. Prior to reinforcing, modifying, improving, and/or expanding the Roads and the Road Structures, the Company shall request approval from the Town Highway Superintendent at least fifteen (15) calendar days prior



to commencement of any such activity, such approval not to be unreasonably withheld. If the Town Highway Superintendent does not approve the request within seven days, the request shall be deemed approved.

#### Section 4.2 Municipal Franchise in Roads, Road Permits, and Curb Cuts

It is anticipated that power collection and transmission lines associated with the Project will need to be located above, below or within Roads and that access roads constructed in connection with the Project will intersect Roads. To the extent permitted by law, the Town hereby grants to the Company (a) all municipal franchises and/or road permits necessary to locate and operate Project facilities above, below or within Roads, and (b) all curb cuts necessary to connect Project access roads to Roads. To the extent any additional permits associated with Roads and not included in the sections (a) and (b) above are required, the Town agrees to provide the permits at no additional cost to the Company provided that the Improvements requiring such permits conform with all applicable substantive provisions of the Town's laws and regulations. A schedule of all Project facilities anticipated to require such municipal franchises, road permits, and curb cuts is attached hereto at Exhibit "C". Exhibit "C" may be modified by the Company from time to time with the approval of the Town Highway Superintendent, which approval shall not be unreasonably withheld or delayed. The Town Highway Superintendent shall respond to a modification request within fifteen (15) business days or the modification request will be deemed approved. If the Company indicates in its submission that a Repair or modification is urgent, the Town Highway Superintendent shall make a good faith effort to approve, approve with comments or exceptions, or disapprove such designs within seven (7) calendar days. Nothing in this Section shall grant rights to use any right-of-way or property owned by a private party.

#### Section 4.3 Pre-Construction Inspection Report

The Company shall, at its sole cost and expense, retain an independent New York licensed professional civil engineer (the "**Company Civil Engineer**") to prepare the Pre-Construction Inspection Report and to inspect the Roads and Road Structures, including documentation of present conditions, performance of visual inspections, core testing, or other standard road evaluation practices, within thirty (30) days of receipt of the Notice to Proceed for the Project to determine whether the Roads, taking into account road surface, base, sub-base, cross-section, and shoulder, and Road Structures are in a condition sufficient to support the construction activities (the "**Pre-Construction Inspection Report**"). The Company Civil Engineer shall take videos for the Pre-Construction Inspection Report to document the condition of all Roads and Road Structures that may be impacted by traffic relating to construction of the Project. The results of the Pre-Construction Inspection Report and a copy of the video(s) documenting the condition of the Roads and Road Structures shall be set forth in a written report certified to the Town by the Company Civil Engineer, and such report shall be subject to the approval of the Town Highway Superintendent. The Town Highway Superintendent shall approve, approve with comments or exceptions, or disapprove the Pre-Construction Inspection Report within fourteen (14) days following receipt of same from the Company.

#### Section 4.4 Design and Safety

The Company will prepare designs of planned Repair Activities or modifications for Roads and Road Structures and will meet with the Town Highway Superintendent within thirty (30) days of the receipt of Notice to Proceed to review the designs and proposed use of the Roads and Road Structures. The Town agrees that the Town Highway Superintendent will be responsible for approving such designs, and except as otherwise provided herein, the Town shall have safety responsibility for improved, modified, reinforced, or repaired Roads and Road Structures following such approval. The Town Highway Superintendent shall approve, approve with comments or exceptions, or disapprove such designs within fifteen (15) calendar days following receipt of same from the Company. If the Company indicates in its submission that a Repair or modification is urgent, the Town Highway Superintendent shall make a good faith effort to approve, approve with comments or exceptions, or disapprove such designs within seven (7) calendar days.

#### Section 4.5 Temporary Repair Activities During Construction

During construction, the Company, at its sole expense, shall perform all temporary repairs to Roads and Road Structures (including but not limited to: filling potholes, removing washboarding in dirt roads by grading, or other similar repair work). To address damage to Roads and Road Structures caused by construction vehicles performing work on the Project that in reasonable the opinion of the Town Highway Superintendent (with reference to the condition of the Roads and Road Structures documented in the Pre-Construction Inspection Report), creates a safety concern, notice shall be provided by telephone to the Company followed by email from the Town Highway Superintendent. The Town Highway Superintendent may choose to erect temporary warning signs to address the concern. In the event of an immediate safety concern, repairs shall be performed within twenty-four (24) hours unless an agreement has been reached between the Company and the Town Highway Superintendent as to necessary course of action and timing of same. The Town Highway Superintendent shall meet with the Company on a weekly basis as needed either in person, telephonically or virtually to discuss any issues relating to Roads and Road Structures and any requested temporary repairs. As soon as practicable after a temporary repair is made, the Company will perform additional Repair Activities according to the standards set forth in § 4.12(g), if necessary.

#### Section 4.6 Repair Activities

a. **Repair Standard.** Following construction of the Project (but in no event later than six (6) months following installation of all Solar Facilities and completion of all site restoration activities), the Company shall repair the damage to the Roads and Road Structures caused by construction of the Project to a state that existed prior to Commencement of Construction as demonstrated in the Pre-Construction Inspection Report. Such period shall be automatically extended provided that Company or its designee has started such repairs within such period and is diligently pursuing, and continues to diligently pursue, such repairs to completion.

b. **Post-Construction Inspections.** To determine what repairs are necessary, the Company shall, following the date upon which the Company provides Town notice of completion of all construction activity (the “**Completion of Construction Notice**”), conduct a post-construction

inspection of the Roads, taking into account the pre-existing road surface, base, sub-base and shoulder, and Road Structures, to identify any damage done to them. The results of the post-construction inspection shall be set forth in a written report certified to the Town by the Company Civil Engineer and detailing items of damage (the “**Post-Construction Inspection Report**”), and such report shall be subject to approval of the Town Highway Superintendent. The Town Highway Superintendent shall approve, approve with comments or exceptions, or disapprove the Post-Construction Inspection Report within fourteen (14) calendar days following receipt of same from the Company or the Post-Construction Inspection Report shall be deemed approved. There shall be a rebuttable presumption that any damage to the Roads or Road Structures was caused by Project construction. If the Post-Construction Inspection Report identifies damage to the Roads and Road Structures, measured against the condition established in the Pre-Construction Inspection Report and the inspection of the Town Highway Superintendent, such report shall include plans and designs of the activities the Company deems are appropriate to repair such damage, i.e., the Repair Activities. The Post-Construction Inspection Report shall also include an estimate of the cost to complete the Repair Activities (the “**Repair Estimate**”).

c. Party to Perform Repairs. The Company shall have the option to select one of the following options: (i) have the Company or its designee perform the Repair Activities at the Company’s cost, or (ii) have the Company pay the Town a single lump sum payment equal to the Repair Estimate. Whichever option the Company selects, if the Repair Activities are undertaken by or on behalf of the Company pursuant to this Agreement, the obligations of the Company pursuant to Section 4.6 of the Agreement shall be considered discharged, and the Town shall have no separate and independent claim against the Company for Repair Activities.

d. Lump Sum Payment Terms. If the Company elects to make a payment equal to the Repair Estimate, then within 30 days of delivery of notice of such election to the Town, the Company shall pay the Town the Repair Estimate amount. The Town Highway Superintendent can use the funds to perform the Repair Activities at his discretion and schedule. Upon payment of the lump sum to the Town, the Company will have no further obligation or liabilities related to the Repair Activities or conditions of the Roads, regardless of whether the Town elects to use the funds received to perform the Repair Activities.

e. Certificate of Restoration. If the Company elects to perform the Repair Activities, then following performance of the Repair Activities, the Company shall provide the Town with the Company Civil Engineer’s certification (or the certification of the Company’s road contractor) of such repair as called for by the Post-Construction Inspection Report. The Town Highway Superintendent shall review such certification and Repair Activities. If the Town Highway Superintendent is satisfied in his reasonable discretion with such Repair Activities, the Town shall issue to the Company a Certificate of Restoration (“**Town Certificate of Restoration**”) within thirty (30) days following the Town Highway Superintendent’s receipt of the Repair Activities completion notice. Upon issuance by the Town of the Town Certificate of Restoration, the Company’s obligations with respect to repair of Roads and Road Structures shall be deemed to have been satisfied and the Company will have no further obligation or liabilities related to the Repair Activities or conditions of the Roads with respect to conditions set forth in the Post-Construction Inspection Report.

#### Section 4.7 Use by Oversized Vehicles

The Company agrees that oversized vehicles, dump trucks, concrete trucks, and construction vehicles with a gross vehicle weight over 10,000 lbs. that are related to the Project (“**Heavy Construction Vehicles**”) shall be restricted to traveling on the Roads and Road Structures specified in Exhibit “D”. Such haul routes may be modified or supplemented from time to time, with the approval of the Town Highway Superintendent. Subject to such approval by the Town Highway Superintendent, such approval not to be unreasonably delayed or withheld, the Town waives all posted weight limitations and seasonal limitations on Roads used for Project-related vehicles during construction of the Project, and Company agrees to repair damages to the Roads caused by this use as specified in Section 4.6. In addition, the Company’s transportation activities on the Roads and Road Structures for Solar Facility components shall be conducted so as to minimize the effects on local transportation. The Company shall be liable to the Town for any and all damages to Town roads and road structures not listed in Exhibit D from any unintentional or mistaken use of such roads by oversized vehicles.

#### Section 4.8 Temporary Repairs During Operating, Maintaining and Decommissioning the Project

During operation and maintenance and decommissioning of the Project, the Company, at its sole expense, shall perform all repairs to Roads and Road Structures (including but not limited to: filling potholes, removing washboarding in dirt roads by grading, or other similar repair work) reasonably determined to result from vehicles performing such activities. To address damage to Roads and Road Structures caused by vehicles performing operation and maintenance on or decommissioning of the Project that in reasonable the opinion of the Town Highway Superintendent (with reference to the condition of the Roads and Road Structures documented in the most recent Biannual Road Inspection Report), creates a safety concern, notice shall be provided by telephone to the Company followed by email from the Town Highway Superintendent. The Town Highway Superintendent may choose to erect temporary warning signs to address the concern. In the event of an immediate safety concern, repairs shall be performed within twenty-four (24) hours unless an agreement has been reached between the Company and the Town Highway Superintendent as to necessary course of action and timing of same. The Town Highway Superintendent shall meet with the Company as needed either in person, telephonically or virtually to discuss any issues relating to Roads and Road Structures and any requested temporary repairs.

#### Section 4.9 Annual Repair Activities

a. Repair Standard. Annually prior to completion of decommissioning of the Project, the Company shall repair the damage to the Roads and Road Structures caused by the operation and maintenance and decommissioning of the Project, and not repaired pursuant to Section 4.8, to the standard for long-term durable repairs customary in the Town or the region. The Company shall not be responsible for repair damage to roads where the Company provides evidence reasonably demonstrating that such damage was not caused by construction, operation, maintenance, and decommissioning of the Project.

b. Biannual Inspections. To determine what repairs are necessary Pursuant to Section 4.9(a), the Company shall meet with the Town Highway Superintendent no less than twice per year, once in the spring and once in the fall, to conduct an inspection of the Roads, taking into account the pre-existing road surface, base, sub-base and shoulder, and Road Structures, to identify any damage done to them by vehicles performing the operation and maintenance and decommissioning of the Project. The results of each inspection shall be set forth in a written report certified to the Town by the Company (each a “**Biannual Road Inspection Report**”), and such report shall be subject to approval of the Town Highway Superintendent. If a Biannual Road Inspection Report identifies damage to the Roads and Road Structures, measured against the condition established in the most recent Biannual Road Inspection Report and the inspection of the Town Highway Superintendent, resulting from vehicles performing the operation and maintenance and decommissioning of the Project, such report shall include plans and designs of the activities the Company deems are appropriate to repair such damage, i.e., the Repair Activities. The Biannual Road Inspection Report shall also include a Repair Estimate for such Repair Activities.

c. Party to Perform Repairs. Within thirty (30) days of the Biannual Road Inspection Report being provided to the Town Highway Superintendent, the Company shall have the option to select one of the following options: (i) have the Company or its designee perform the Repair Activities at the Company’s cost, or (ii) have the Company pay the Town a single lump sum payment equal to the Repair Estimate. Whichever option the Company selects, if the Repair Activities are undertaken by or on behalf of the Company pursuant to this Agreement and to a standard reasonably acceptable to the Town, the obligations of the Company pursuant to Section 4.9 of the Agreement shall be considered discharged, and the Town shall have no separate and independent claim against the Company for Repair Activities.

d. Lump Sum Payment Terms. If the Company elects to make a payment equal to the Repair Estimate, then within 30 days of delivery of notice of such election, the Company shall pay the Town the Repair Estimate amount. The Town Highway Superintendent can use the funds to perform the Repair Activities at his discretion and schedule. Upon payment of the lump sum to the Town, the Company will have no further obligation or liabilities related to such Repair Activities or conditions of the Roads, regardless of whether the Town elects to use the funds received to perform the Repair Activities.

#### Section 4.10 Road Construction Contractors

The Company may contract with bonded and insured third party contractors to perform work covered by this Agreement in relation to the Repair Activities. Nothing in this Agreement shall make the Company or said third party contractors, agents or employees of the Town. Excavation contractors must be certified from the list on the Udig NY web site.

#### Section 4.11 Indemnity and Insurance

The Company’s indemnification and insurance obligations set forth in this Agreement shall cover all work performed by the Company and its agents, employees, and contractors pursuant to this Article.

## Section 4.12 Additional Road Use Requirements

- a. Haul routes will be established before use (current haul routes are identified on Exhibit “D”). Town Roads will not be used until surveyed in accordance with Section 4.3 hereof.
- b. All Heavy Construction Vehicles must stay on Roads identified on Exhibit “D”. No short cuts on other Roads hauling in or out.
- c. Roads that are widened will need ditching plus culverts approved by the Town Highway Superintendent pursuant to Section 4.1, or ditches cleaned where filled in so as to maintain proper drainage and in accordance with Sections 4.1 and 4.6 hereof.
- d. All shoulders that are damaged shall be promptly fixed in accordance with Sections 4.1 and 4.6 hereof.
- e. Culvert pipe sizing will be performed by a qualified Registered Engineer hired by the Company. For any installation of culverts on Town Roads, the Town Highway Superintendent will be consulted for specifications, scheduling, sizing, placement, and any other concerns they may have affecting the temporary or permanent installation of culvert pipes associated with Town Roads.
- f. Proper signs shall be in place during construction. Proper signs include those notifying road users of areas where construction may affect normal road use by the public.
- g. During construction, all Roads and Road Culverts must be repaired to the extent required by Section 5.5 hereof. Black topped roads shall be repaired with black top in accordance with State standards. Potholes or any problems on dirt and seasonal roads shall be repaired in kind to the extent required by Section 4.5 hereof.
- h. Dirt and debris that is tracked onto Roads from construction vehicles shall be remediated in a timely fashion but no less frequently than at the end of every work day.
- i. Company shall adhere to local procedures related to road closures, as contained in Exhibit E.

## ARTICLE V

### COMPLIANCE WITH LAW

#### Section 5.1 Compliance with Law.

The Company agrees that the Project shall be constructed and operated in compliance with all applicable State and federal laws, rules, and regulations, and in compliance with all permits and other authorizations issued by the Town and ORES.

## ARTICLE VI

### DISPUTE RESOLUTION

#### Section 6.1 Dispute Resolution.

Except for dispute resolutions outlined specifically in other sections of this Agreement, in the event of a dispute concerning compliance with this Agreement that cannot be resolved by good faith negotiations, the Company and the Town agree that they will engage in alternative dispute resolution in the form of non-binding mediation with a mutually selected mediator. For the avoidance of doubt, nothing in this Section 6.1 shall prevent either Party from pursuing any claim against the other Party pursuant to this Agreement in any appropriate court of law or equity provided that such Party has complied with this Section 6.1 in good faith.

## ARTICLE VII

### TERMINATION

#### Section 7.1 Termination.

Except as otherwise provided in this Agreement, the Company may elect, in its sole and absolute discretion and upon payment of any undisputed outstanding amounts due to the Town, to terminate the Agreement, if:

- a. Prior to the Commencement of Construction
  1. a final and non-appealable Permit for the Project is not issued by ORES,  
or
  2. the Company determines that the Project would be uneconomic and provides written notice to the Town that it no longer intends to construct the Project.
- b. Any time the Project ceases operation provided that the Company has received Certificates of Restoration for damages to Roads and Road Structures following decommissioning.

The Company and the Town each reserves its rights to initiate a judicial challenge to any attempt to modify or terminate this Agreement or any relevant permit(s), certificate(s), regulations, or actions relating to the Project, which judicial challenge shall not serve as a waiver of its right to terminate the Agreement. Neither Party shall have any further obligations under this Agreement following termination.

## ARTICLE VIII

### DEFAULT AND REMEDIES

#### Section 8.1 Notice of Default.

In any case where any Party has defaulted under this Agreement (“Default”), any non-defaulting Party shall provide written notice to the defaulting Party within thirty (30) days of such Default (“Notice of Default”). Each monetary Notice of Default shall state the amounts, to the extent known, of any payments that are then claimed to be in Default.

#### Section 8.2 Company Right to Cure.

For any monetary Default, the Company shall have the right to cure any such Default and must cure such Default within ten (10) business days of its receipt of a Notice of Default. For any non-monetary Default, the Company shall have the right to cure any such Default and must cure such Default within thirty (30) days of its receipt of a Notice of Default, unless such Default is not capable of cure within thirty (30) days, in which event the Company may request an extension of the cure period, which extension shall be granted by the non-defaulting Party impacted by the Default so long as the Company has commenced a cure and proceeded diligently to effect such cure. A demonstration that the Company has used commercially reasonable efforts to contact contractors to perform Repair Activities shall evidence commencement of a cure. The non-defaulting Party impacted by the Default may further extend the time to cure in its discretion, acting reasonably.

#### Section 8.3 Town Right to Cure.

The Town shall have the right to cure any Default by it and must cure all such Defaults within thirty (30) days of its receipt of the notice unless such Default is not capable of cure within thirty (30) days, in which event the Town may request an extension of the cure period, which extension shall be granted by the non-defaulting Party impacted by the Default so long as the Town has commenced a cure and proceeded diligently to effect such cure. The non-defaulting Party impacted by the Default may further extend the time to cure in its discretion, acting reasonably. In addition, the Town may, upon delivery of written notice to the Company, cure any non-monetary Default by the Company that the Town reasonably deems to create a risk to person or property within the Town or any neighboring town, and the Company shall promptly reimburse the Town for the reasonable costs of curing such Default incurred by the Town after delivery of an invoice for such costs by the Town to the Company.

#### Section 8.4 Financing Party Right to Cure.

The Town agrees, notwithstanding any other provision herein, whenever any Default hereof shall have occurred and be continuing with respect to this Agreement, the Financing Party (as defined below) shall have the same right as the Company to cure any such Default as set forth below.



- a. **Financing.** For the purposes of this Agreement, the terms “Mortgage” or “Mortgages” shall include any mortgage, leasehold mortgage, purchase money mortgage or other security instrument or instruments secured by the Project Facility and used in the jurisdiction in which the Project Facility is located, such as, without limitation, mortgages, deeds of trust, financing statements, assignments of leases, rents and/or profits, security agreements and other documentation which a lender or tax equity investor may require, and the term “Financing Party” shall mean any entity or group of entities (and their agents and representatives, if applicable) who has made or will make a loan to or otherwise provides financing (including tax equity financing) to Company (or any affiliate thereof) with respect to the Project. With respect to any such Mortgage, so long as such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Financing Party to the Town, the following provisions shall apply.
- b. **Service of Notices on Financing Party.** The Party claiming Default shall simultaneously serve a copy of any Notice of Default upon the Financing Party, but no failure to deliver such Notice of Default upon the Financing Party shall prejudice or restrict the Town’s rights under this Agreement. This Section 8.4 shall only apply to any Financing Party that the Company has identified in writing to the Town in the manner provided in this Agreement for the giving of notice.
- c. In the event of any Default by the Company under this Agreement, the Financing Party shall have the same cure rights as the Company set forth herein.
- d. If, before the expiration of Financing Party’s cure period as provided above, Financing Party shall have notified the Party claiming Default in writing of its agreement to pay or cause to be paid to such Party, within thirty (30) days after the expiration of Financing Party’s cure period, in the case of a monetary Default, all payments in this Agreement provided for and then in default, then the Party claiming Default shall not exercise any of its rights and remedies under this Agreement until expiration of such time.
- e. As between the Company and the Town, the Company shall be responsible for giving the Financing Party notice of any mediation, arbitration or other proceeding or dispute by or between the Parties hereto, and the Financing Party shall have the right to intervene therein and be made a party to any such mediation, arbitration or other proceeding.
- f. Nothing in this Section shall toll the running of interest or late fees while either the Company or the Financing Party is attempting to cure a monetary Default.

#### Section 8.5 Exercise of Remedies.

Upon the occurrence of an uncured Default as specified under this Agreement, the affected non-Defaulting Party may, at its sole discretion, elect to seek: (a) specific performance by the Defaulting Party of any obligation the Defaulting Party has failed to discharge, or (b) payment by the Defaulting Party of any amounts for which Default is claimed. Remedies under this Agreement may only be pursued by Parties having provided a Notice of Default and any such remedy shall only apply to the Party providing such Notice of Default. This Agreement shall continue and remain in full force and effect as to all Parties not involved in the claimed Default.

Section 8.6 [RESERVED].

Section 8.7 Estoppel Certificates.

The Town, within ten (10) business days after a request in writing by the Company, shall furnish a written statement, duly acknowledged, that this Agreement is in full force and effect and that there are no Defaults hereunder by the Company, or if there are any Defaults, such statement shall specify the Defaults the Town claims to exist.

Section 8.8 Force Majeure.

a. As used in this Agreement, “*Force Majeure Event*” means causes or events that are beyond the reasonable control of, and without the fault or negligence of, the Party claiming such Force Majeure Event, including, without limitation, pandemics, natural disasters, fire, lightning strikes, earthquake, acts of God, unusually or unseasonably severe actions of the elements such as snow, floods, hurricanes, or tornadoes, causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this Section 8.8, sabotage, terrorism, war, riots or public disorders, strikes or other labor disputes, and actions or failures to act (including expropriation and requisition) of any governmental agency, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event.

b. Notwithstanding anything to the contrary in this Article, no Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that: (1) the non-performing Party provides the other Party written notice within a reasonable period of time of the commencement of the Force Majeure Event, which notice shall include details describing the particulars of the occurrence of the Force Majeure Event; (2) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event; (3) the Party whose performance is delayed or prevented proceeds with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance; and (4) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party provides the other Parties written notice to that effect.

## ARTICLE IX

### ASSIGNMENT

Section 9.1 Assignment.

The Company may, without the consent of the Town: (a) assign this Agreement in connection with any sale or transfer of the Project, so long as any required New York Public Service Commission approval is received for such sale or transfer, to any (i) purchaser or successor in and to the Project, (ii) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (iii) persons or entities providing financing for the Project (including any tax equity investor) (“*Lender*”, and such purchaser, affiliate, and Lender are collectively defined as a “*Successor*”), provided such Successor assumes and agrees to be bound

by this Agreement by executing and submitting to the Town a notice of assignment and assumption of this Agreement, a form of which is attached hereto as Exhibit B, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “Lender's Lien”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Project or any portion thereof in accordance with this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Town shall cooperate with the Company, its affiliates, any Successor from time to time, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

## ARTICLE X

### NOTICES

#### Section 10.1 Notices.

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

a. Notices to the Town:

Town of Lansing  
Attn: Town Supervisor  
Town of Lansing Town Hall  
29 Auburn Road  
Lansing, New York 14882

With a copy to:

Matthew A. Eldred  
Harter Secret & Emery, LLC  
1600 Bausch & Lomb Place  
Rochester, New York 14504-2711  
meldred@hselaw.com

b. Notices to the Company:

Yellow Barn Solar, LLC  
 c/o Lydian Energy LLC  
 1255 Union Street NE, 7<sup>th</sup> Floor  
 Washington DC 20002  
 Email: [ian.moskal@lydianenergy.com](mailto:ian.moskal@lydianenergy.com) ;  
[legalnotices@lydianenergy.com](mailto:legalnotices@lydianenergy.com)

With copies to:

Young/Sommer, LLC  
 500 Federal Street, 5<sup>th</sup> Floor  
 Troy, NY 12180  
 Attn: Steve Wilson, [swilson@youngsommer.com](mailto:swilson@youngsommer.com)

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

## ARTICLE XI

### LIABILITY COVERAGE AND INDEMNIFICATION

#### Section 11.1 Insurance.

The Company will maintain insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from the operation of the Project. The Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type, including (a) minimum Commercial General Liability coverage limits of \$5,000,000 per occurrence and in the aggregate, (b) Automobile Liability with coverage limits as required by state law, (c) Workers' Compensation Liability with coverage limits as required by state law, (d) Pollution Liability with coverage limits of \$2,000,000 per occurrence and in the aggregate, such pollution coverage may be provided through the Commercial General Liability policy to the extent commercially available, limits can be achieved with a combination of primary and excess policies and shall be provided by insurance companies licensed to do so in New York, including surplus lines insurers, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide and shall have a Best's Financial Size Category of not less than VIII. The Company will provide proof of such insurance in the form of a certificate of insurance annually to the Town after issuance of the Notice to Proceed. The Company shall immediately notify the Town if the event of cancellation or termination of any such insurance policy.

## Section 11.2 Indemnification of Town.

Except to the extent caused by acts or omissions, negligence, illegal or willful misconduct of the Town or its officers, agents, employees, or subcontractors, the Company agrees that it will indemnify and hold harmless the Town and its officers and employees from and against any and all liability, actions, damages, claims, demands, judgments, losses, costs, expenses and fees, including reasonable attorneys' fees (collectively "**Losses**") and will defend the Town and its officers and employees in any court action, administrative proceeding or appeal in connection with such Losses, whether or not finally adjudicated and including any settlement thereof, provided and to the extent such losses result from or arise out of (a) any negligent act or omission or willful misconduct of the Company, its contractors or employees; (b) material breach of any obligation, covenant or undertaking of the Company herein; (c) any misrepresentation or breach of warranty on the part of the Company pursuant to this Agreement; or (d) breach of applicable law by the Company or its officers, sub-contractors, agents or employees; and further provided such Losses arise out of or occur in connection with the construction and operation of the Project. In the event a claim, action, demand, suit or proceeding is instituted against the Town by any third party, pursuant to which the Town is entitled to be indemnified hereunder, the Town shall promptly notify the Company in writing and contemporaneously provide the Company with a copy of the written documents presented by such third party.

## Section 11.3 Indemnification of the Company.

The Town shall indemnify, hold harmless and defend the Company and its owners, affiliates, officers, employees, subcontractors and agents from and against any and all Losses caused by, arising out of or incurred as a result of: (a) the negligent acts or omissions or willful misconduct of the Town, (b) material breach of any obligation, covenant or undertaking of the Town contained herein, or (c) any misrepresentation or breach of warranty on the part of the Town pursuant to this Agreement, except to the extent caused by the negligence, illegal or willful misconduct of the Company or its officers, directors, agents, employees or subcontractors.

## Section 11.4 Cooperation in Defense Against Litigation.

Should any third party bring a Federal or State suit or proceeding for which an indemnity is owed by the Company hereunder, including a proceeding pursuant to Article 78 of the New York Civil Practice Law and Rules regarding the Project or this Agreement, the Company and the Town shall cooperate in the defense of said action provided, that if in the reasonable opinion of counsel to the Town, (A) there are legal defenses available to the Town that are different from or additional to those available to the Company; (B) there exists a conflict of interest between the Town and the Company that cannot be waived, or (C) such cooperation would require the Town disclosing confidential or privileged information to the Company, the Town shall have the right to select its counsel, provided that counsel has experience in this area of law but the Company shall have the exclusive right to control the defense against such action pursuant to Section 12.3 hereof. The Company agrees to fund reasonable attorney's fees and expert's fees and costs incurred by the Town in defense of any such action unless the action is brought by the Company.

### Section 11.5 Indirect Damages Waiver.

Except with respect to a Party's obligations to indemnify another Party with respect to Losses pursuant to claims by third parties pursuant to this Article XI, in no event shall either Party be liable to the other under or in connection with this Agreement, irrespective of whether alleged to be by way of indemnity, as a result of breach of contract, tort, (including negligence), strict liability, or any other legal theory, for any incidental, special, indirect, exemplary or consequential damages of any nature whatsoever, or loss of profits or revenues, loss of use, loss of opportunity, loss of goodwill, cost of substitute facilities or services (except as otherwise set forth herein), cost of capital or financing, regardless of whether any of the foregoing are found to be direct or indirect, nor for any special, indirect, punitive, exemplary or incidental damages of any kind arising out of or related to this Agreement.

## ARTICLE XII MISCELLANEOUS

### Section 12.1 No Waiver.

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

### Section 12.2 Applicable Law and Venue.

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

### Section 12.3 No Recourse; Special Obligation.

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

### Section 12.4 Entire Agreement.

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

#### Section 12.5 Amendment.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

#### Section 12.6 Severability.

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

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

#### Section 12.7 Binding Effect.

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

#### Section 12.8 Headings.

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

#### Section 12.9 Counterparts.

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

#### Section 12.10 Further Assurances.

From time to time and at any time after the effective date of this Agreement, each of the Parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents or other assurances reasonably requested by any other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by another Party to evidence or carry out the intent of or to implement this Agreement.

[SIGNATURE PAGE FOLLOWS]



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

**Town of Lansing**

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

**Yellow Barn Solar, LLC**

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

**List of Exhibits**

Exhibit A	Town Approving Resolution
Exhibit B	Form of Notice of Assignment and Assumption of Road Use Agreement
Exhibit C	Schedule of Project Facilities
Exhibit D	Haul Routes
Exhibit E	Local Procedures Related to Road Closures

**Exhibit A**

**Town Approving Resolution**

**Exhibit B**

**Form Notice of Assignment and Assumption of Road Use Agreement**

NOTICE OF ASSIGNMENT

Town of Lansing  
29 Auburn Rd Lansing, NY 14882  
Attn: Supervisor

Re: Yellow Barn Solar, LLC – Assignment and Assumption of Road Use Agreement.

[\_\_\_\_], a limited liability company duly organized and existing under the laws of the State of [\_\_\_\_], and having an office at [\_\_\_\_] hereby provides notice to the above-named municipality that, as of [\_\_\_\_], it purchased or otherwise acquired all or substantially all of the assets of Yellow Barn Solar, LLC. [\_\_\_\_] hereby assumes all obligations under the Road Use Agreement by and between Yellow Barn Solar, LLC and the Town of Lansing dated as of [\_\_\_\_] and agrees to be bound by its provisions and waives all claims regarding its validity.

[\_\_\_\_], a [\_\_\_\_] limited liability company

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

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

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

**Exhibit C**

**Schedule of Project Facilities**

**Exhibit D**  
**Haul Routes**

**Exhibit E****Local Procedures Related to Road Closures**

In the event of a road closure, the Company shall:

1. Call the applicable highway superintendent 24 hours ahead of the closure and notify superintendent of the closure.
2. Call Tompkins County Dispatch 24 hours ahead of the closure and provide name of Company and title of representative calling. Provide the name of road, what section of road will be closed, and the duration of the road closure.
3. Provide a signed detour to the traveling public so anyone is able to navigate around the road closure.
4. Call the relevant school district bus garage (for the district the road is in) 24 hours ahead of the closure and provide bus garage with the same information regarding the road closure as was shared with Tompkins County Dispatch.

**RESOLUTION APPROVING TERMS OF ROAD USE AGREEMENT IN  
CONNECTION WITH YELLOW BARN SOLAR PROJECT**

**RESOLUTION 26-**

**RESOLUTION APPROVING TERMS OF ROAD USE AGREEMENT IN  
CONNECTION WITH YELLOW BARN SOLAR PROJECT**

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

**WHEREAS**, Yellow Barn Solar, LLC (“Yellow Barn”) has submitted an application to the New York Office of Renewable Energy Siting and Transmission (“ORES”) for a major renewable energy facility siting permit (the “Permit”) pursuant to Article VIII of the Public Service Law to develop, design, construct, operate, maintain and decommission a 160 MW solar energy facility in the Town of Lansing and the Town of Groton (the “Project”); and

**WHEREAS**, ORES approved Yellow Barn’s application and issued the Permit on or about August 21, 2025; and

**WHEREAS**, the Town Supervisor, with the assistance of counsel, has negotiated terms of a Road Use Agreement (“RUA”) with Yellow Barn as required in part by the Permit, a substantively final copy of which has been provided to the Board; and

**NOW THEREFORE BE IT RESOLVED**, that the RUA, the performance of the Town thereof and thereunder, and the transactions contemplated thereby, be, and hereby are, authorized in all respects;

**AND BE IT FURTHER RESOLVED**, that the Town Supervisor is hereby authorized to execute, deliver, and cause to be performed, the RUA on substantially the same terms as set forth above, in such final form as approved by the Attorney for the Town;

**AND BE IT FURTHER RESOLVED**, that the Town Supervisor’s execution of, delivery of and performance under the RUA, and all such further instruments and documents required by, under or in connection with the RUA and these resolutions are hereby in all respects, ratified, approved, adopted and authorized.

This resolution shall take effect immediately upon its adoption.

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

Councilperson Judy Drake –

Councilperson Christine Montague –

Supervisor Ruth Groff –

Councilperson Laurie Hemmings –

Councilperson Joseph Wetmore –

Accordingly, the foregoing Resolution was approved, carried, and duly adopted on January 21, 2026.



## Agreement for the Expenditure of Highway Moneys

AGREEMENT between the Town Highway Superintendent/Director of Public Works of the Town of Lansing, Tompkins County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$945,811.00 shall be set aside to be expended for primary work and general repairs upon 93.46 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof. The sum of the listed roads shall not exceed the total sum that has been set aside.
  
2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town highways:
  - (a) On the road Buck Road a distance of 1.13 miles, there shall be expended not over the sum of \$152,800 (NYS Route 34 to Conlon Road)  
  
 Work to be performed: Cold Mill and Resurface with Warm Mix Asphalt 2."
  
  - (b) On the road Lansing Genoa Townline Road a distance of 2.00 miles, there shall be expended the sum of \$10,000  
  
 Work to be performed: True & Leveling with Warm Mix Asphalt
  
  - (c) On the road Buck Road a distance of 1.06 miles, there shall be expended the sum of \$143,630 (Conlon Road to Brickyard Road)  
  
 Work to be performed: Cold Mill and Resurface with Warm Mix Asphalt 2"
  
  - (d) On the road Wilson Road a distance of 0.62 miles, there shall be expended the sum of \$62,000  
  
 Work to be performed: Resurface with Warm Mix Asphalt 2.25"
  
  - (e) On the road Teeter Road, a distance of 0.52 miles, there shall be expended the sum of \$68,518  
  
 Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2"
  
  - (f) On the road Bill George Extension, a distance of 0.02 miles, there shall be expended the sum of \$17,000  
  
 Work to be performed: Warm Mix Asphalt Overlay 1.75"
  
  - (g) On the road Ryans Way a distance of 0.18 miles, there shall be expended the sum of \$3,724  
  
 Work to be performed: Crack Fill and Micro Pave
  
  - (h) On the road Autumn Ridge Circle a distance of 0.72 miles, there shall be expended the sum of \$27,274  
  
 Work to be performed: Crack Fill and Micro Pave
  
  - (i) On the road Autumn Ridge Drive a distance of 0.8 miles, there shall be expended the sum of \$4,658  
  
 Work to be performed: Crack Fill and Micro Pave

(j) On the road Hillcrest Road a distance of 1.44 miles, there shall be expended the sum of \$ 2,500

Work to be performed: Crack Filling

(k) On the road Beach Road a distance of 0.16 miles there shall be expended the sum of \$9,800

Work to be performed: Crack Filling and drainage work

(l) On the road Murfield Drive at a distance of 0.48 miles there shall be expended the sum of \$19,627

Work to be performed: Crack fill & Micro Pave

(m) On the road Chelseas Walk at a distance of .34 miles there shall be expended the sum of \$14,602

Work to be performed: Crack Fill & Micro Pave

(n) On the road Bower Road at a distance of 0.89 miles there will be expended the sum of \$7,800

Work to be performed: Shim over areas of road with Warm Mix Asphalt

(o) On the road East Lansing Road at a distance of 1.21 miles there shall be expended the sum of \$115,000

Work to be performed: Replacing Road Cross Pipe. Grant money of \$100,000 will be used for this project.

(p) On the road Snushall Road at a distance of 1.02 miles there shall be expended the sum of \$10,000

Work to be performed: Cap Seal with 1B's

(q) On the road Fiddlers Green at a distance of 0.64 miles there shall be expended the sum of \$10,000

Work to be performed: Install Erosion Control along edge of road

(r) On the road Reach Run a distance of 0.83 miles, there shall be expended the sum of \$250,000

Work to be performed: Line Twin Pipes & Install Erosion Control and re-pave with Hot Mix

Executed in duplicate this 21<sup>st</sup> day of January, 2026

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Town Highway Superintendent/Director of Public Works

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

## **2026 TOWN BOARD ORGANIZATIONAL RESOLUTIONS**

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

### **RESOLUTION 26-**

#### **RESOLUTION APPROVING FINANCIAL AND BANKING DIRECTIVES**

**RESOLVED**, that the following financial and banking resolutions and directives be approved and so adopted:

1. The Town Supervisor is authorized and directed to have all Town financial records and Justice Court records and dockets audited in accord with law, and thereafter the Town Supervisor shall make a report thereof to the Town Board, file findings and reports with the Town Clerk, and file an official certified report in accord with law, all as referenced or required by or under General Municipal Law § 30 and Town Law §§ 29 and 123. The Town Supervisor is further and alternatively authorized and permitted, in lieu of preparing her financial report under Town Law § 29(10), to submit to the Town Clerk, by March 31, 2026, a copy of the report to the State Comptroller required by § 30 of the General Municipal Law.
2. The following banking and financial institutions are hereby designated as official depositories for the Town of Lansing: Tompkins Community Bank, HSBC, M&T Bank, JPMorgan Chase Bank, and Cayuga Lake National Bank, and the town may utilize the lawful programs of such lenders relating to IntraFi or Federal Reserve Bank depository, transfer, or wire transfer rules and programs, when authorized by the Town Board, New York State law or regulations, or federal banking laws and requirements.
3. The Town Clerk's Office be the official depositories for all Town accounts except the Town Justice accounts.
4. The Town Supervisor and Deputy Supervisor are authorized to sign checks drawn on all accounts at Tompkins Community Bank and Cayuga Lake National Bank except the Justice, Town Clerk, and Lansing Receiver of Taxes accounts.
5. The Town Clerk and Deputy Town Clerk be authorized to sign checks on the Town Clerk's and the Lansing Receiver of Taxes accounts at Cayuga Lake National Bank. The Town Clerk and Deputy Town Clerk are further authorized to make transfers on the Lansing Receiver of Taxes checking and savings accounts that are necessary throughout the year at Cayuga Lake National Bank. Further, the Town Clerk, Deputy Town Clerk, and Administrative Assistants in the Clerk's Office, are hereby authorized to use the services provided by the Tompkins Community Bank entitled "Treasury Management" and Cayuga Lake National Bank internet banking services for the Lansing Water and Sewer District checking accounts. And further, that the Town Clerk, Deputy Town Clerk and Administrative Assistants in the Clerk's Office, are hereby authorized to use internet banking services provided by Cayuga Lake National Bank on the Town Clerk's checking

account and the Lansing Receiver of Taxes checking and savings accounts. The Town Clerk, Deputy Town Clerk, and Administrative Assistants in the Clerk's Office are also authorized to make inquiries on the Lansing Water and Sewer District checking accounts.

6. The Town Justices are authorized to sign checks on the Town Justice accounts at the Tompkins Community Bank and the Court Clerks are authorized to make inquiries on the Town Justice accounts.
7. The Town Supervisor, Deputy Town Supervisor, Bookkeeper, and Accountant be authorized to make transfers on all Town accounts and any wire transfers that are necessary throughout the year, except for the Lansing Receiver of Taxes checking and savings accounts, the Town Clerk's checking account, and the Town Justice accounts at the Tompkins Community Bank and Cayuga Lake National Bank. The Town Supervisor, Bookkeeper, and Accountant are hereby further authorized to use the services provided by the Tompkins Community Bank entitled "Treasury Management" on all Town accounts except the Town Justice accounts. The Town Supervisor, Bookkeeper, and Accountant are hereby further authorized to use internet banking services provided by the Cayuga Lake National Bank, except for the Town Clerk's checking and Lansing Receiver of Taxes checking and savings accounts.
8. All Town Public Officers and other authorized personnel designated by resolution of the Town Board are to be reimbursed for mileage at the IRS rate for the use of personal automobiles in the performance of official duties.
9. The 2026 § 184 Agreement for the Expenditure of Highway Money be approved and signed by the Town Board, Town Supervisor, and Town Highway Superintendent/Director of Public Works. Further, the Highway Superintendent/Director of Public Works is authorized to purchase equipment, tools, and implements not to exceed the amount of \$5,000.00 per purchase without prior notice or approval, whenever such amount is available in the appropriate budget line for such purchase.
10. Vouchers for claims for the General, Highway, Capital Projects, Drainage Districts, Lighting Districts, Sewer Districts, Water Districts, and Trust and Agency funds be presented and audited in accordance with the Town Law Article 8 and the requirements of the State Comptroller, said presentation and audit to take place by the Town Board at each regular Town Board meeting. Further, in compliance with Town Law §118, the Town Supervisor may make payment upon utility bills and postage prior to the audit of vouchers.
11. The Town Supervisor (with Town Board input), may direct the investment of general funds, special district funds, and highway money not obligated or required for immediate expenditure or distribution, in United States Treasury Bills, savings accounts, time deposit or time certificates of deposit through the Town's official depository banks, with said deposits or investments to be payable or redeemable at the option of the Supervisor within such times as the proceeds may be needed to meet expenditures for which the

moneys were provided, all pursuant to the provisions of the Investment Policy of the Town.

12. A Municipal Crime Policy be obtained from and underwritten by NYMIR to provide the following additional coverages: (i) \$60,000.00 for Court Clerks, Bookkeeper, and Accountant; (ii) \$30,000.00 for Administrative Assistants and Information Aides, if any; and (iii) \$2,330,000.00 for the Lansing Town Clerk and Deputy Town Clerk.
13. Payments for permits, fees, and like matters involving fees and payments may be made and accepted as follows:
  - i. Town Clerk's Office payments may be made by cash, check, or credit card for all services. Payments for water/sewer and taxes may be made by credit card or e-check on the Town of Lansing's website.
  - ii. The Parks and Recreation Department payments may be made by cash, check, or credit card. Payments for recreation programs, camping, and pavilions may be made by credit card on the Town of Lansing's Recreation Department website.
  - iii. DPW and the Planning Department payments may be made by cash, check, or credit card. Payment for certain permits and fees may be made by credit card on the Town of Lansing's OpenGov website.
  - iv. Lansing Court Offices payments may be made by cash, credit card, certified bank check, or money order.
  - v. The Town Clerk's Office, Courts, Planning, DPW, and Parks & Recreation Departments have a separate processing fee for paying by credit card or e-check, which said fee is paid by the person using the credit card or e-check.
  - vi. The charge for a dishonored or returned check is \$20.00.
  - vii. Deposits may be made remotely by using digital check scanners from Tompkins Community Bank or Cayuga Lake National Bank.
  - viii. All banking service agreements are reviewed annually, and each is thus hereby re-approved.
14. Town petty cash funds shall be managed as follows:
  - i. Town Clerk/Receiver of Taxes is appointed the keeper and auditor of the three (3) Petty Cash Funds in the Town Clerk Office, one for Water and Sewer (\$75.00), one for Town Clerk (\$200.00) and one for Receiver of Taxes (\$200.00).
  - ii. The Director of Parks & Recreation is appointed the keeper and auditor of the Petty Cash Fund in the Parks and Recreation Department (\$400.00).
  - iii. The Bookkeeper is appointed the keeper and auditor of the Petty Cash Fund in the Supervisor's Office (\$250.00).
  - iv. The Senior Court Clerk is appointed the keeper and auditor of the Petty Cash Fund in the Court Office (\$50.00).

15. The Town Bookkeeper and Town Accountant are authorized to make inquiries upon any town accounts, drafts, or deposits, except for the Town Clerk's checking and Lansing Receiver of Taxes accounts and the Town Justice accounts.

# **RESOLUTION 26-**

## **RESOLUTION ACKNOWLEDGING APPOINTMENT OF DEPUTY SUPERVISOR AND FIXING 2026 SALARY THEREOF**

**RESOLVED**, that Joseph Wetmore is acknowledged and re-appointed as Deputy Supervisor to serve at the pleasure of the Town Supervisor, and the sum of \$0 be and hereby is approved as a salary incident to such office.

# **RESOLUTION 26-**

## **RESOLUTION AUTHORIZING ISSUING OF ACCESSIBLE PARKING PERMITS**

**RESOLVED**, that the Town Clerk, Deputy Town Clerk, and Administrative Assistants in the Clerk's Office are authorized to issue Accessible Parking Permits.

# **RESOLUTION 26-**

## **RESOLUTION DESIGNATING OFFICIAL TOWN NEWSPAPER**

**RESOLVED**, that the Ithaca Journal be designated as the official newspaper for the Town of Lansing.

# **RESOLUTION 26-**

## **RESOLUTION STATING 2026 LIAISONS AND APPOINTMENTS**

**RESOLVED**, that the following designations and appointments made by the Supervisor and Town Board be accepted and so approved:

<b>2026 LIAISONS</b>	
Agriculture & Farmland Protection (Alternate)	Ruth Groff (Judy Drake)
Conservation Advisory Council (Alternate)	Christine Montague (Judy Drake)
Fire Department	Judy Drake
Lansing Community Library (Alternate)	Laurie Hemmings (Ruth Groff)
Lansing Housing Authority (Alternate)	Christine Montague (Laurie Hemmings)
Lansing Youth Services	Laurie Hemmings

Parks, Recreation and Trails Working Group	Joseph Wetmore
Planning Board	Joseph Wetmore
Water, Sewer, and Stormwater Committee	Ruth Groff
Zoning Board of Appeals (Alternate)	Judy Drake (Joseph Wetmore)
Zoning Advisory Committee	Ruth Groff
<b>2026 APPOINTMENTS</b>	
Association of Towns Voting Delegate (Alternate)	Joseph Wetmore (Christine Montague)
Bolton Point Commissioners	Ruth Groff and Mike Moseley
Budget Officers	Town Supervisor and Accountant
Cayuga Lake Watershed IO (Alternate)	Joseph Wetmore (Tom Vawter)
Flood Plain Administrator	Any appointed Code Enforcement Officer
GTC Muni. Health Ins. Consortium Board (Alternate)	Mary Ellen Albrecht (Ruth Groff)
GTCMHIC Delegate to Joint Commission (Alternate)	Mary Ellen Albrecht
Ithaca Tompkins Co. Transportation Council (Alternate)	Ruth Groff (Nathaniel Rogers)
Owasco Lake Watershed Management Council	Joseph Wetmore
Stormwater Management Officer	Mike Moseley
Superintendent of Fires (Alternates)	Town Fire Chief (Company Captains)
Tompkins County Council of Governments (Alternate)	Ruth Groff (Joseph Wetmore)
Tompkins County Environmental Management Council	Edward Dubovi
Tompkins County Youth Services Board	Christine Montague
Zoning Officer (Alternate)	Scott Russell (Heather Dries)
Ag. & Farmland Protection Committee Chair (Alternate)	VACANT (John Fleming)
Board of Ethics Chair (Vice Chair)	Jamie Ferris (Gregg Travis)
Capital Improvement Committee Chair	Ruth Groff
Operations & Code Revision Committee Chair	Ruth Groff
Conservation Advisory Council Chair	Edward Dubovi
Parks, Recreation & Trails Committee Chair	Patrick Tyrrell
Personnel Management Committee Chair (Vice Chair)	Judy Drake (Ruth Groff)
Planning Board Chair (Vice Chair)	Dean Shea (Thomas Butler)
Water, Sewer Stormwater Committee Chair	Mike Moseley
Zoning Advisory Committee Chair	Nathaniel Rogers
Zoning Board of Appeals Chair (Vice Chair)	John Young (Susan Tabrizi)

**RESOLUTION 26-**

**RESOLUTION STATING SALARIES FOR PUBLIC OFFICERS OF THE PLANNING  
AND ZONING BOARD OF APPEALS**

**RESOLVED**, the salaries for the public officers that are members of the Town of Lansing Planning Board will be paid \$800 with the December vouchers. The Lansing Planning Board

Chairperson will be paid \$1,550 with the December vouchers. If a member is appointed after January 1<sup>st</sup> or resigns prior to December 31<sup>st</sup>, their pay will be prorated based on the number of full months of service. They will be paid with the December vouchers; and

**RESOLVED**, that the salaries for the public officers that are members of the Town of Lansing Zoning Board of Appeals will be paid \$450 with the December vouchers. The Lansing Zoning Board of Appeals Chairperson will be paid \$850 with the December vouchers. If a member is appointed after January 1<sup>st</sup> or resigns prior to December 31<sup>st</sup>, their pay will be prorated based on the number of full months of service. They will be paid with the December vouchers.

## **RESOLUTION 26-**

### **RESOLUTION RECOGNIZING THE CURRENT MEMBERS OF TOWN OF LANSING GOVERNMENTAL BOARDS, AGENCIES, AND COMMITTEES**

**RESOLVED**, that the following people are recognized as current members of the following governmental boards, agencies, and committees:

<b><u>Planning Board Members</u></b>	Term Expires
7-Year Term	December 31
Butler, Thomas ( <i>Vice Chair</i> )	2028
Caffrey, Aimee (Alternate)	2026
Dennis-Conlon, Sandra	2027
Fiorille, Alfonso	2032
Hass, Christine	2030
Hautaniemi, Danielle	2031
Licitra, Johnathan	2029
Shea, Dean ( <i>Chair</i> )	2026
Villano, Freddy (Alternate)	2026
<b><u>Zoning Board of Appeals</u></b>	Term Expires
5-Year Term	December 31
Bauda, John (Alternate)	2026
Jones, Jamie	2030
Stoe, Mary	2029
Tabrizi, Susan ( <i>Vice Chair</i> )	2027
VandePoel, Roger	2028
Young, John “Jack” ( <i>Chair</i> )	2026
<b><u>Agriculture &amp; Farmland Protection Committee</u></b>	Term Expires
3-Year Term	December 31
Buck, Adam	2028
Eldred, Todd	2028
Fleming, John ( <i>Vice Chair</i> )	2028
Hass, Christine	2028



Hatfield, James	2028
Kirby, Jeannine	2028
Larson III, Peter	2028
Moore, Larry	2028
Nedrow, Steve	2028
Patchen, Ken	2028
VACANT ( <i>Chair</i> )	2028
<b><u>Board of Ethics</u></b>	Term Expires
5-Year Term	December 31
Dann, John	2027
Ferris, Jamie ( <i>Chair</i> )	2026
Lion, Cynthia	2029
Travis, Gregg ( <i>Vice Chair</i> )	2029
Withiam, Diane	2028
<b><u>Capital Improvement Committee</u></b>	Term Expires
1-Year Term	December 31
Albrecht, Mary Ellen	2026
Drake, Judy	2026
Groff, Ruth ( <i>Chair</i> )	2026
Herrick, Dave	2026
Moseley, Mike	2026
Rogers, Nathaniel	2026
Schenck, Jenn	2026
Shea, Dean	2026
Tyrrell, Patrick	2026
<b><u>Conservation Advisory Council</u></b>	Term Expires
2-Year Term	December 31
Bailey, Robin	2026
Benson, Aziza	2027
Boerman, Brian	2027
Dubovi, Edward ( <i>Chair</i> )	2027
Fleming, John	2027
Hatfield, John	2026
Kitch, Travis	2026
Maushart, Kristin	2027
Phillips, Emily	2027
<b><u>Operations &amp; Code Revision Committee</u></b>	Term Expires
1-Year Term	December 31
Groff, Ruth ( <i>Chair</i> )	2026
Rogers, Nathaniel	2026

Russell, Scott	2026
Shea, Dean	2026
Wetmore, Joseph	2026
Young, John “Jack”	2026
<b><u>Personnel Management Committee</u></b> 1-Year Term	Term Expires December 31
Albrecht, Mary Ellen	2026
Drake, Judy ( <i>Chair</i> )	2026
Groff, Ruth ( <i>Vice Chair</i> )	2026
Howell, John	2026
Moseley, Mike	2026
Munson, Debbie	2026
Tyrrell, Patrick	2026
VACANT	2026
<b><u>Parks, Recreation &amp; Trails Committee</u></b>	Term Expires December 31
Anderson, Sharon	2026
Barber, Bruce	2026
Binkewicz, Katrina	2026
Dietershagen, Jay	2026
Greenwald, Carolyn	2026
Hopkins, Kristin	2026
Licitra, Johnathan	2026
Pettograsso, Chris	2026
Pluto, Jenn	2026
Tyrrell, Patrick ( <i>Chair</i> )	2026
Wetmore, Joseph	2026
Young, John “Jack”	2026
<b><u>Zoning Advisory Committee</u></b> 1-Year Term	Term Expires December 31
Nathaniel Rogers ( <i>Chair</i> )	2026
Lauren Baker	2026
John Duthie	2026
Eric Eisenhut	2026
John Hatfield	2026
Scott Russell	2026
Brandon Siebert	2026
Eileen Stout	2026
David West	2026
<b><u>Project Review Committee</u></b> 1-Year Term	Term Expires December 31

Harner, Donald	2026
Herrick, David	2026
Krogh, Guy	2026
Moseley, Mike	2026
Rogers, Nathaniel ( <i>Chair</i> )	2026
Russell, Scott	2026
Shea, Dean	2026

**RESOLUTION 26-**

**RESOLUTION APPOINTING ENFORCEMENT OFFICERS**  
**IDENTIFIED IN TOWN CODE**

**RESOLVED**, that, in addition to any enforcement (or similar) officers identified in the Town Code, the following officers and employees are confirmed and appointed as enforcement officers for the following Chapters of the Town Code for all interpretations, applications, enforcement, permitting, and other matters contained in each Chapter therein. When the term CEO is used it means town code enforcement officers, building inspectors, and people contracted with by the town for such services. When the term “Constables” is used it means any town constables and all NYS police officers. Whenever the Town Clerk, Highway Superintendent, or Director of Parks & Recreation is referenced, such designation automatically includes appointed deputies and persons designated for enforcement of particular matters by such officers. Similarly, all references to Planners include the Director of Planning.

Chapter 60, Smoking	Code Enforcement Officers, Constables
Chapter 103, Bingo & Games of Chance	Town Clerk
Chapter 108, Code Administration	Code Enforcement Officers
Chapter 112, Unsafe Buildings	Code Enforcement Officers
Chapter 119, Communications Towers	Planners, Code Enforcement Officers, Zoning Officers
Chapter 125, Dogs	Town Clerk, Animal Control Officers and Dog Wardens, Constables
Chapter 137, Fire Prevention (Lock Boxes)	Code Enforcement Officers, Fire Inspectors, Captains, and Marshals of the Town or any Fire District
Chapter 142, Flood Plain Administrator	Any Appointed Code Enforcement Officer
Chapter 158, Junkyards and Outdoor Storage	Code Enforcement Officers, Planners, Zoning Officers
Chapter 170, Mobile Home Parks	Code Enforcement Officers, Planners, Zoning Officers
Chapter 174, Motorcades, Parades, and Assemblies (Mass Gatherings)	Code Enforcement Officers, Parks Director, Constables
Chapter 190, Parks and Recreation Areas	Parks Director, Constables

Chapter 206, Sewers	Code Enforcement Officers, Highway Superintendent, Constables
Code Chapter 210, Signs	Code Enforcement Officers, Planners, Zoning Officers
Chapter 225, Stormwater	Stormwater Maintenance Officer, Code Enforcement Officers
Chapter 230, Streets and Sidewalks	Highway Superintendent, Code Enforcement Officers, Constables
Chapter 235, Subdivision of Land	Code Enforcement Officers, Planners, Zoning Officers
Chapter 270, Zoning	Planners, Code Enforcement Officers

**RESOLUTION 26-**

**RESOLUTION ESTABLISHING THE STANDARD WORK HOURS AS  
REQUIRED FOR DETERMINATION OF RETIREMENT BENEFITS**

**RESOLVED**, that the Town Board hereby establishes the following standard hours per month, as required for determination of retirement benefits for

Town Officials:

6.8 hours/day                  34 hours/week  
Administrative Assistant II in Clerk's Office

7.3 hours/day                  36.5 hours/week  
Court Clerk, Deputy Town Clerk, Accountant, Code Enforcement Officer, Administrative Assistants in Code Office, and Administrative Assistant III in Town Clerk's Office

8 hours/day                  40 hours/week  
Bookkeeper, Town Clerk, Senior Court Clerk, Director of Parks & Recreation, Administrative Assistant in Parks & Recreation Office, Zoning/Code/Fire Enforcement Officer, Director of Planning, Town Planner, Director of Public Works/Highway Superintendent, Deputy Director of Public Works/Highway Superintendent, Working Supervisor, Maintenance Supervisor, Secretary to the Director of Public Works/Highway Superintendent, Motor Equipment Operator, Heavy Equipment Mechanic, Automotive Mechanic Assistant and Laborer

Town Justice	*based on a 6 hr/day	33 hrs/month
Councilperson	*based on a 6 hr/day	41.04 hrs/month
Supervisor	*based on a 6 hr/day	80 hrs/month

\* Part-Time & Seasonal Employees are based on a 6-hour workday as established by the Town Board Resolution dated August 1, 1990.

**RESOLUTION 26-**

**RESOLUTION TO DESIGNATE PROFESSIONAL SERVICE PROVIDERS**

**RESOLVED**, the Lansing Town Board hereby authorizes Town Supervisor to execute agreements for the following professional service providers:

Harris Beach PLLC  
T.G. Miller, P.C.  
Insero & Co

Bond Counsel  
Town Engineer – David Herrick  
Town Accountant

**RESOLUTION 26-**

**RESOLUTION ADOPTING 2026 ORGANIZATIONAL  
RESOLUTIONS 26-xx through 26-xx**

**RESOLVED**, that Organizational Resolutions **26-xx – 26-xx** are hereby approved as presented and amended, and further that each such resolution, designation, or appointment remains subject to amendment by resolution of the Town Board made at any time.

The question of the adoption of such proposed Organizational 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 Resolutions were approved, carried, and duly adopted on January 21, 2026.

**Judy Drake  
Town Board Member Report  
January 2026**

**Lansing Business Alliance - December 30, 2025 -** Christine and Ruth attended.

**Lansing Fire Commissioners- January 6, 2026 -**

Calls for month: Fire: 40 EMS:62 No Response 2 Total Calls: 102

Total Calls for Year: 1302

**Personnel Management Committee – January 7, 2026 -** Cancelled

**Lansing Zoning Board of Appeals- January 14, 2026**

**a) Project:** 73 Dublin Road – Area Variance

**Applicant:** Jeffrey Nedrow

**Location:** 73 Dublin Road, TPN 16.-1-50

**Project Description:** Applicant is applying to install a 14’ x 23’ building addition to the front of their house and needs relief from Town of Lansing Zoning Law § 270-12.1, Attachment 7 Area Frontage, Bulk, Height and Setback Requirements Agriculture District for a “front” yard setback (north-west) of 42’6” where 60’ is required. This project is located in the AG zoning district.

**Anticipated Action:** Review variance request, hold Public Hearing, issue conditions & approval.

**Discussion:** Board reviewed the request with the applicant and there were no others comments during the public hearing.

**Board approved the Area Variance with no less than 36’ from the centerline of the road right of way.**

**Conducted ZBA interviews on December 15, 2025 -**

Interviewed the six applicants for Zoning Board of Appeals. Contacted applicants as to the outcome of the committee recommendation to the Town Board.

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

**Conservation Advisory Council Interviews, Dec 16 & 18**

- Two current members joined Ruth Groff and myself to interview candidates for 3 open and 3 returning positions on the CAC.

**Zoning Advisory Committee Interviews, Dec 15**

- Two current members joined Judy Drake and myself to interview candidates for 1 open and 1 returning position on the ZBA.

**Lansing Business Alliance, Dec 30**

- The Alliance asked me to invite Shaun Logue from the MRB Group to explain the services he and the other planners from MRB can provide while we conduct our search for a new planner. Ruth Groff attended as well and described how we hope to make the Planning Dept accessible, efficient and service-oriented.
- Shaun will be involved in Planning Board and ZBA application reviews and will go to those board meetings. Jessica from MRB will be in the office 3 days a week performing administrative reviews and updating the OpenGov portal. MRB will support the code update by helping with the Department of State grant reporting process.
- The Business Alliance asked for the Planning Department to fix the deadlines for application submissions and resubmissions, so delays are minimal. They also said that the portal is difficult for people who are less computer-savvy and asked if paper applications could be more accessible. They asked if construction managers can call code officer cell phones to more quickly get inspections done.
- The Alliance stressed open communication with the Town and is drafting a letter to the Town Board with ideas to leverage the experience and talent in the Alliance.
- The Business Alliance discussed hosting one of the Interfaith and Community Dish to Pass meals, and are holding a pancake breakfast with proceeds going to the Food Pantry.

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

**Zoning Board of Appeals (ZBA)**

**Monday, December 22, 2025 | 6:30–7:30 p.m.**

I attended the ZBA meeting regarding the appeal submitted by Cayuga Operating Company LLC. The Board determined that the project does not qualify as a Scientific Research Laboratory and is not a “Warehouse.” The Board voted that the project is best classified as a facility for General Processing.

**Planning Board Applicant Interviews for 2026**

**Monday, January 5:5:30 – 7:30pm**

**Tuesday, January 6:5:30 – 7:30pm**

We had two rounds of interviews. On Monday, myself, Dean Shea, Laurie Hemmings, Tom Butler and Shaun Logue did the interviews. On Tuesday, it was myself, Dean Shea, Laurie Hemmings, Johnathan Licitra and Shaun Logue. We interviewed 8 candidates for the 3 open planning board seats and made a recommendation to the town board.

**Parks, Recreation, and Trails Working Group**

**Friday, January 9:9:00 – 10:00am**

**Lansing Center Trail (LCT)**

Two proposed expansions to the Lansing Center Trail network were presented, both consistent with the recently adopted LCT Policy:

- **Munson Loop–Conlon Road Connection:** This proposed expansion would use the recently executed easement with Mr. Jack Young to create a trail connection between the Munson Loop and Conlon Road.
- **Shoemaker Loop Extension:** This proposal would extend the existing Shoemaker Loop further into Town-owned wooded property. The extension would also improve access to a forthcoming easement from Mr. Jack Young, allowing for a future connection to Bower Road.

Both proposals have been forwarded to the Town Board for consideration and approval.

**Town Center Trails – Draft Discussion**

The group reviewed the draft Town Center Trails plan, with discussion focused on project costs. Topics included methods for estimating costs, whether the project should be divided into phases, and how paving requirements and elevation changes are contributing to higher overall costs.

**Greenway Trail Comprehensive Plan**

Discussion centered on trail segments that may need to be located along road shoulders. While the plan’s goal is to minimize roadway use, it was acknowledged that short on-road sections may be necessary. One example discussed was using the existing Triphammer Road bridge to cross Gulf Creek.



### **Myers Road Trail Feasibility Study**

The draft feasibility study has been completed and submitted to the Town Board for approval. Staff also identified potential funding opportunities to support the next phase of construction for this trail segment.

### **Interactive Zoning Map- Training**

**Tuesday, January 13·11:00am – 12:00pm**

I attended a training session on the Town’s new interactive zoning map service, MapLink. The presentation demonstrated how MapLink can quickly answer common zoning questions such as how a property is zoned, applicable setback requirements, and where specific types of businesses may be located.

The system allows users to identify the zoning district for any property with just a few clicks and to view essential building and zoning requirements. The presentation also highlighted how business owners and developers can use MapLink to determine which zoning districts allow their proposed use and to review the procedures for advancing a project.

### **Owasco Lake Watershed Management Council, Inc.**

**Tuesday, January 20 | 10:00–11:30 a.m.**

I attended the Owasco Lake Watershed Management Council meeting. The following reports and updates were presented:

- Director’s Summary: Adam Effler provided a Director’s Summary, which had been distributed to members for review prior to the meeting.
- Board of Directors and Municipal Representative Feedback: Council members and municipal representatives shared comments and updates.
- Treasurer’s Audit and Finance Report: Joan Jayne presented the financial report, including approval of the December 2025 financials.
- Lake Level Report: John West provided an update on current lake levels.
- Village of Moravia Wastewater Treatment Facility Upgrade Designs: Matthew McKenna presented proposed design updates for the facility.
- NYSDEC Finger Lakes Watershed Program: Gabriel Yerdon provided an update on program activities and initiatives.
- Owasco Watershed Lake Association Update: Carol Sutkus shared updates from the association.
- Cornell Cooperative Extension Update: An update was provided by Daniel Welch or Frank Clarke.
- Watershed Inspection Monthly Report: Jesse Lloyd presented the monthly watershed inspection report.

