

**TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK**

**REQUEST FOR PLANNING AND DEVELOPMENT PROPOSALS
LANSING TOWN CENTER PROJECT
LANSING, NEW YORK**

PROPOSALS DUE: March 15, 2013.

DELIVER TO: Town of Lansing, Office of the Town Supervisor, 29 Auburn Road, Lansing, New York 14882

REQUEST FOR PROPOSALS: Development proposals are sought for the development of all or any part of approximately 147 acres of land in the town center area of the Town of Lansing.

EXECUTIVE SUMMARY

The Town of Lansing (the “Town”) is an incorporated municipal subdivision of the State of New York and has owned approximately 156 acres of land in the center of the Town, adjacent to the Town Hall, recreational fields, and other business and residential properties, since the 1980s. Title was originally obtained from the State of New York, but was subject to certain land restrictions for town hall and municipal recreation purposes. The Town Hall was since built at a different site and many recreational fields exist across the roadway from the proposed development site. The Town foresaw no need for 146.83 additional acres of such uses. Thus, starting in 2010 and concluding in 2012, the Town obtained authorizing legislation from the State of New York and negotiated the buyout price of the remaining restrictions, culminating in the filing of Letters Patent from New York State in August, 2012. The Town is thus the owner in fee simple absolute of the land that is the subject of this request for proposals (“RFP”).



Town Land (The Site)

The site has road frontage upon 3 of its sides, such access being located upon two different highways - State Route 34 and Conlon Road. The site consists of 146.83 acres currently zoned as B-1, which

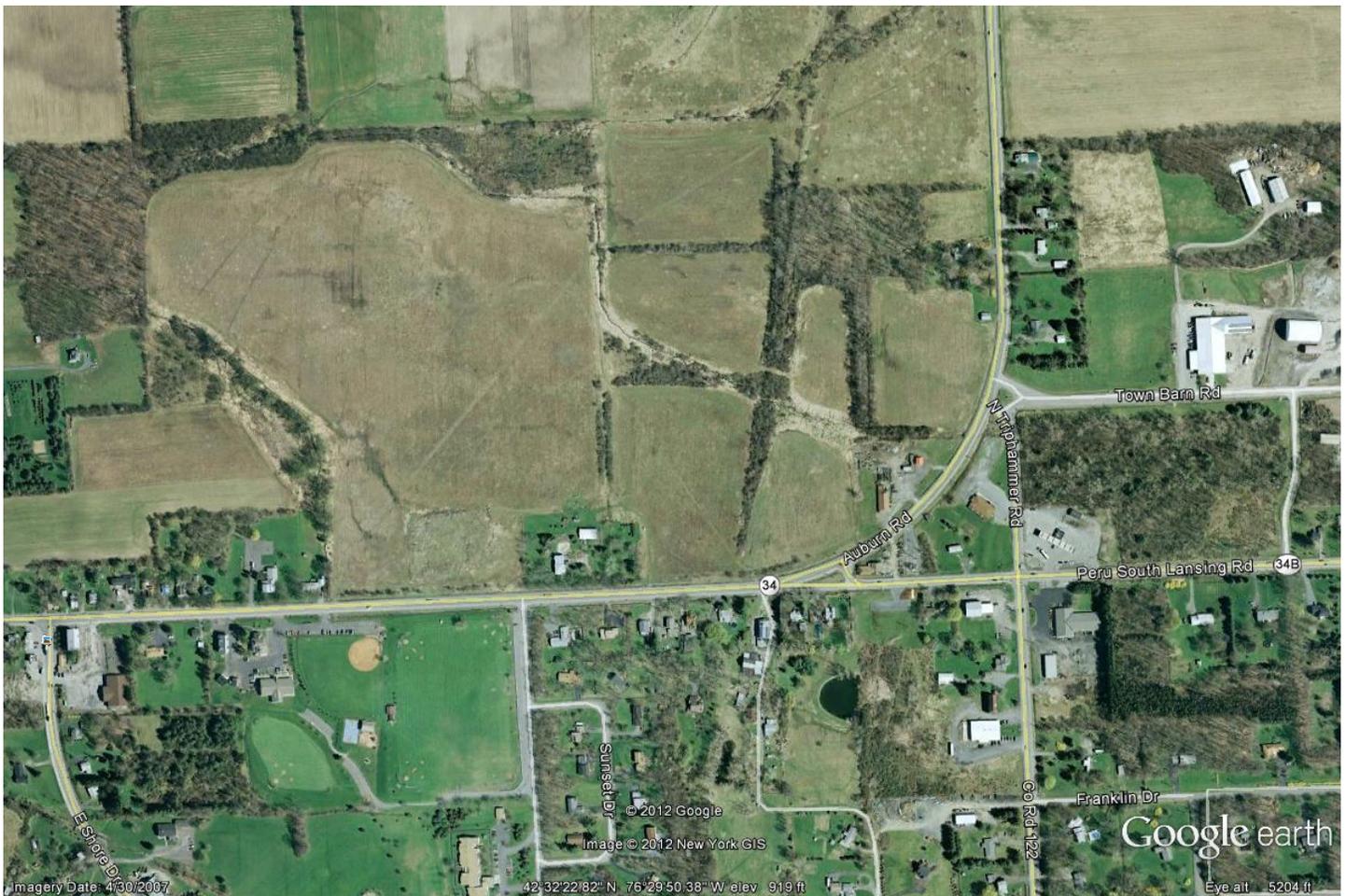
allows most business and commercial uses, housing, mixed-use, recreation, and some light assembly and manufacturing. More information upon the B-1 zone and the Town's 2006 Comprehensive Plan (which addresses the Town Center and Business and commercial development) can be obtained at the following URL page:

<http://www.lansingtown.com/index.php/codes-and-planning-documents>.

The incentive plan and zone information can be more specifically found at the following URLs:

<http://www.lansingtown.com/index.php/edc-documents?download=295:lansingtown-center-policy-and-pre-application>.

<http://www.lansingtown.com/index.php/edc-documents?download=297:town-center-incentive-zone>.



Aerial view of site and surrounding area

Municipal water is currently available, as is natural gas, electricity, and other utilities. Sewers are not currently available but a sewer district is being formed and groundbreaking is expected within 2 years, assuming feasibility.

While open to any and all permitted uses, proposals are intended to focus upon mixed- use pedestrian-oriented development that further enhances a conceptual plan for a traditional neighborhood styled “town center.” The intent of the Town is to have mixed complimentary uses, including retail, residential, hotel and motel, affordable, market-rate and senior housing, business, commercial, and office space uses, research and development, recreation, open space, and trails. County housing studies and recent development input and pressures show needs for housing, public spaces, and mixed higher-density nodal developments. The Town would like to meet these needs, while simultaneously promoting a sense of community in this town center area.

The outline of existing conceptual developmental plans, drawings, schematics, and maps can be found on the Town’s website at the following URL:

<http://www.lansingtown.com/index.php/edc-documents?download=215:lansing-town-center-planning-guidelines-may-2010>.

The Town’s Comprehensive Plan can be found at the following URL:

<http://www.lansingtown.com/index.php/codes-and-planning-documents?download=32:comprehensive-plan-2006>.

The Town’s Zoning Ordinance can be found at the following URL:

<http://www.lansingtown.com/index.php/codes-and-planning-documents?download=33:current-land-use-ordinance>.

Five bound originals and one electronic copy of each proposal must be submitted to the Town by 4:00 PM, Local Time, on March 15, 2013. Proposals must meet the guidelines herein expressed and the Town reserves the right to reject any and all proposals.

PROPOSAL REQUIREMENTS AND INFORMATION

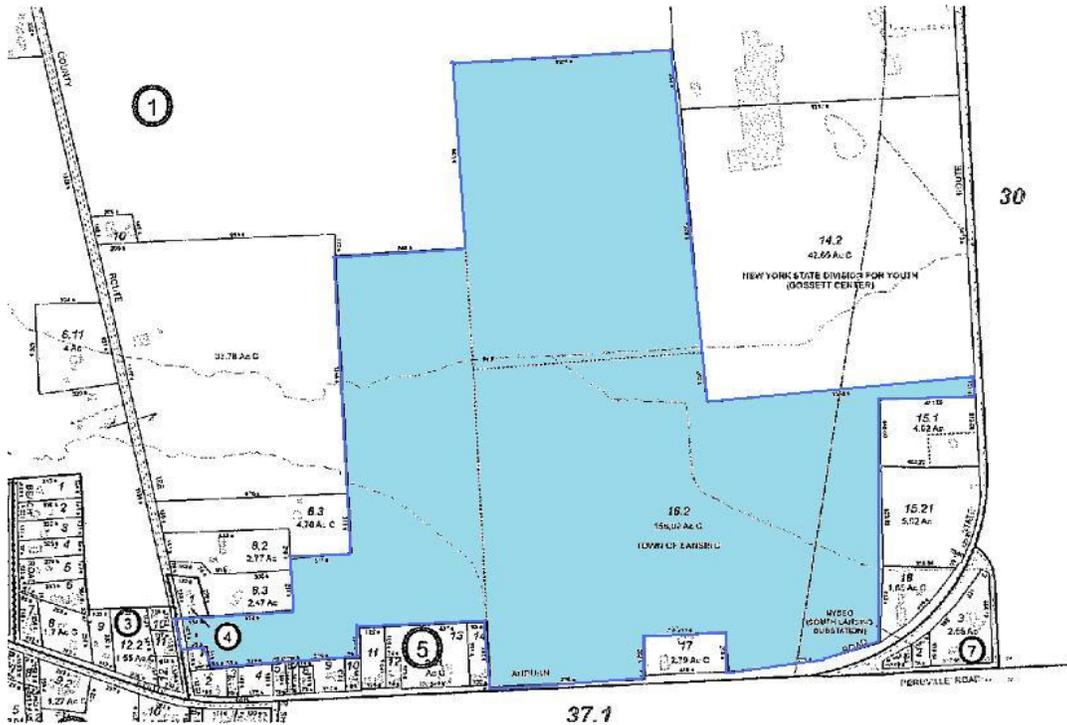
I. INFORMATIONAL SUMMARY

1. The Town of Lansing is a fast growing community in Tompkins County located along the eastern shore of Cayuga Lake, one of the famed upstate New York Finger Lakes. The region is known for its world class educational institutions (nearby are Cornell University and Ithaca College), its diverse landscapes, its technologically-based start-up companies, agriculture, and local wineries. The Finger Lakes are a major tourist destination in Upstate New York, and Lansing is, due to its parks and lakeshore, a key destination in the Finger Lakes. Thus, the Town supports many Bed & Breakfast-type businesses, both integrated within business areas of the Town and elsewhere.

2. Lansing is served by three principal state highways, including routes 13, 34 and 34-B, and the Town Center area has many major County feeder routes running towards such area, including Triphammer Road (runs directly adjacent to the Center area) and Warren Road (to the east). The Tompkins County Airport is located along Warren Road, as are several business and industrial research parks. A legal description and related maps of the area are attached as Appendix A.

3. The Project Site (or "Site") is a vacant, Town-owned parcel as shown in Appendix A. The Site literally forms the core of the proposed town center area and the development of this Site will have the potential to redefine the Town. The Site has direct access to and upon two state highways and other thoroughfares and is served by the Tompkins County Areas Transit (TCAT) bus lines. The entire project site is part of a development incentive zone created and recognized by the Town and the Tompkins County Industrial Development Agency. Information about this process and development incentives can be found at the following URL:

<http://www.lansingtown.com/index.php/edc-documents>.



Parcel map of Site

Existing developed sites in the area include the Lansing Town Hall, the Lansing Community Library, the Lansing Community Building, the Town Historical Building and Old Schoolhouse, Rogue's Harbor Restaurant and B&B, Crossroads Bar & Grill, The Sub Shop, Liberty Liquors, the Lansing Market, an AM/PM Minimarket and gas station, and miscellaneous other uses, including one adjacent residential use. Also in the immediate area are two state facilities for the Office of Children and Family Services and Woodsedge, a senior housing facility operated by the Town of Lansing Housing Authority. The project Site is served by the Lansing Central School District and is within a few miles of the Lansing Central schools. Also nearby are Myers Park, Ludlowville Park, and the Rink and the Field (indoor soccer and hockey facilities). Across the street from the Site are 3 major recreational fields used for many sports and managed by the Town Department of Parks and Recreation. A partially developed central trail system runs the perimeter of part of the Site, and recreational and transportation trails and pedestrian amenities are expected to be integrated into any proposal(s).

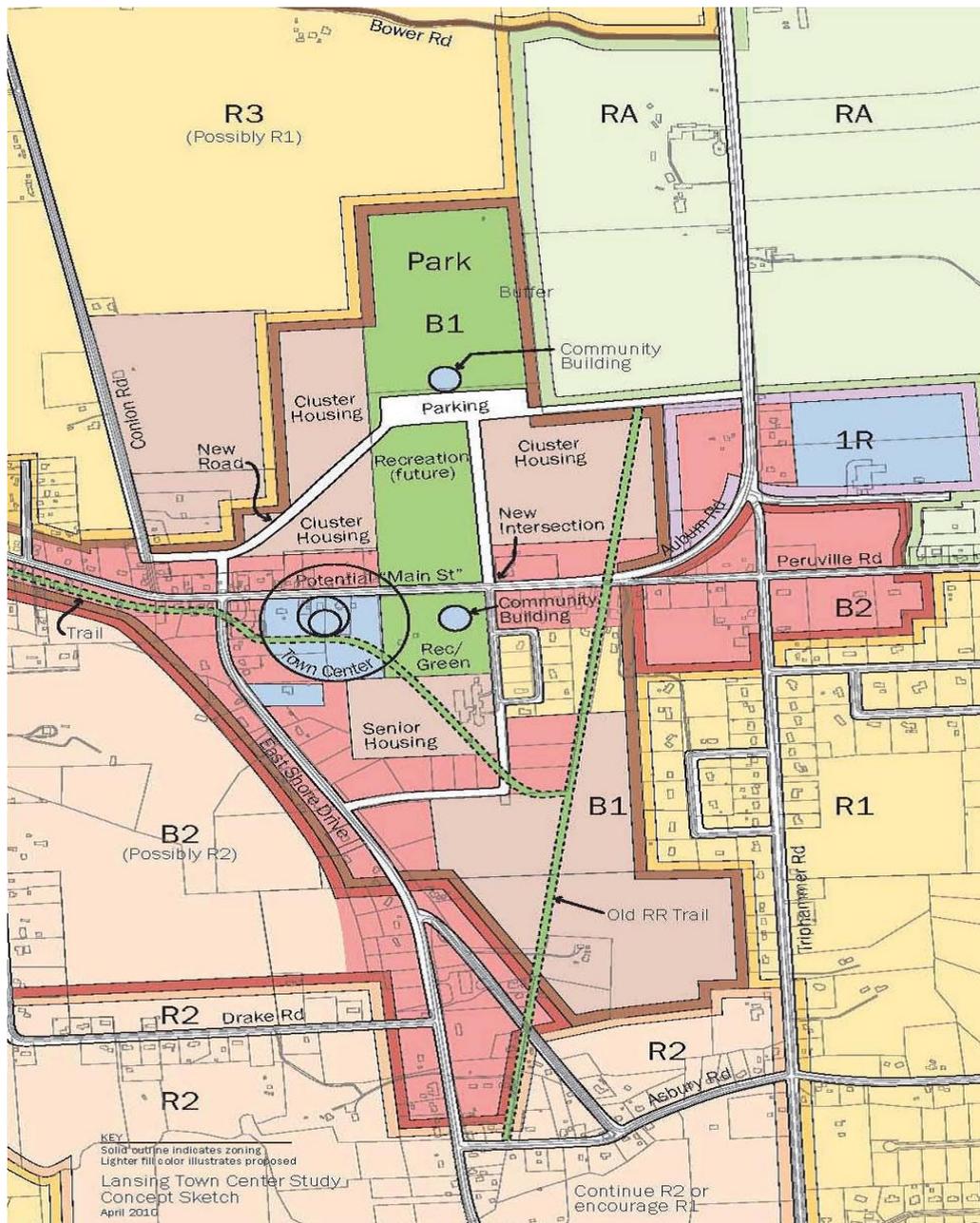


Town Hall



Library

4. The Town desires to establish a master plan and proposed build out of integrated private and public uses on the Site, with an expected 10-20 year build out schedule. Existing work done to date by the Town Center Committee and its hired architectural and landscaping consultants provides some ideas as to the types of uses envisioned and how the Site might integrate with nearby town center areas. The draft planning conceptual map is shown below. The Town envisions mixed uses and is assessing the market for hotel, retail, restaurant/entertainment, and town center “niche” housing. Initial assessments indicate that a considerable level of opportunity exists for such uses in the town center area, but that open spaces and the continued use and development of parklands and trails are important to residents.



Town Center Planning Concept Map

5. As to some of the uses potentially envisioned in the town center area, the Town provides the following insights:

Hotel: Such a new build hotel could accommodate between 100 and 200 rooms, along with meeting space and other amenities, particularly if clustered with other dining, conference, and entertainment facilities. The Tompkins County tourism center and Chamber of Commerce have available information about pent up and unfulfilled demand for hotel space.

Retail: Roadway and traffic counts in this area are the highest anywhere in the County, other than in the nearby City of Ithaca, and given the existing penetration rates and average visitor

expenditures documented by the Chamber of Commerce, retail is part of both the Town's vision and the County Planning Department's regional nodal development plan. Atop the lists for retail are drugstores, coffee shops, restaurants, and boutique and specialty shops. In addition, some small scale or mid-sized entertainment venue could likely be supported in such a mixed-use venue.

Residential: Given population growth and the need for median income and affordable housing, there is a need for a variety of housing types for a range of income levels, including senior and other housing in the area and upon the Site. Information about the housing needs of the area can be found at the Tompkins County Website, where the 2006 housing assessment needs are indexed, as well as through Better Housing for Tompkins County, Inc., which has tracked the housing shortage in Tompkins County for years. Current estimates show that 10,000 to 15,000 persons commute daily from nearby areas for work, and many of these commuters would choose to live in Tompkins County if more housing, especially affordable, were available. Incentives for the Site are targeted at a workforce market, and this housing could build a core customer base and thus help to jump-start other investments in the Town Center. A significant number of any proposed units would need to be affordable to households making roughly 60% to 90% of the area median income.



Woodsedge Senior Apartments

Research and Development: A portion of the site may be appropriate for a small research and development park if it is consistent with the overall Town Center area. Uses could include scientific research laboratories, educational, agricultural or industrial research, design and production of prototypes, small-scale commercial assembly or similar uses, that would be beneficial to the tax base of the Town and that would have minimal impacts of traffic, noise, pollution and odors.

Recreation, Open Space and Trails: A key component of the plans for development of the Site will include recreational elements, open space, off-road trails, and pedestrian facilities and amenities.

There is an abandoned railroad bed that traverses the Site. It has historic value and has already begun to be developed by the Town as a trail. The abandoned railroad bed should be preserved and enhanced as an off-road trail. The Town is also implementing an overall trail system throughout the Site, known as the Lansing Center Trail, which should be enhanced as part of response to this RFP. Other recreational amenities that would be open to the public should be considered on this Site, such as a nine-hole golf course and clubhouse, tennis courts, or other facilities that would be consistent with and strengthen the viability of a Town Center. There is a possibility that land adjacent to the Site could be obtained and become available for such recreational amenities. Proposals should discuss the possible need for obtaining additional adjacent land. The Town would also be open to considering areas for community gardens and tree groves containing edible fruits or nuts that would be accessible to residents of the Town Center. A town green for public gathering should also be considered in plans for the Town Center on this Site. Another option that has been discussed for the Town Center is a community building focusing on the arts and/or performing arts.



Old Railroad Bed



Lansing Center Trail

Pedestrian Orientation: The Town Center should be walkable (convenient, safe and attractive for pedestrians). Responses to this RFP should include an integrated and connected system of sidewalks, walking and bike paths, and other pedestrian amenities, such as street trees, plazas, benches, and appropriate lighting. Plans should also include well-designed, pedestrian friendly buildings, with parking areas oriented away from public view and pedestrians. The Town is also considering modifications to the Route 34 corridor that runs along the south side of the Site that would transform that streetscape into a “main street” that would provide a safer and more attractive pedestrian environment, and would include a sidewalk, street trees, lighting and other pedestrian amenities. The Town is interested in proposals that include a description of how such a “main street” concept can be accomplished as part of an overall street system in the Town Center. The Town will encourage the selected developer to work with the Town and New York State Department of Transportation to address traffic issues on Route 34 and surrounding roads, including the possible need for traffic calming, speed limit reductions, intersection reconfigurations, and other roadway improvements.



Route 34

Sustainability and Green Building Techniques: The Town is interested in a sustainable Town Center, and is interested in proposals that include green building techniques with energy-efficient buildings and site features. Possible elements for proposals to address include: (1) construction methods, building techniques and materials, equipment and appliances that optimize overall building energy efficiency; (2) feasibility of a district energy system to serve all buildings on the site; (3) water-saving fixtures and appliances that minimize household water use; and (4) green infrastructure (such as green roofs, rain barrels, porous pavement, water gardens, etc.) that complement or minimize the need for traditional stormwater management facilities.

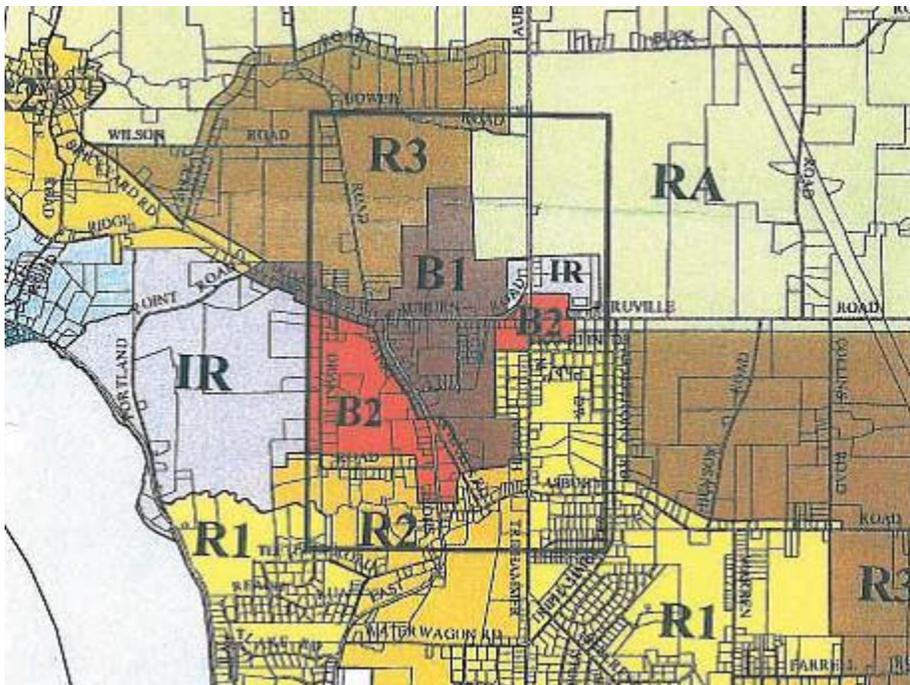
II. RFP OBJECTIVES AND BASIC REQUIREMENTS

This RFP envisions development of the Site with open and public use spaces juxtaposed with a relatively high-density mix of uses, with a focus upon active ground-level uses that would contribute to visitor and resident offerings along the town center corridor of State Routes 34 and 34-B. The particular mix of uses and proportions attributed to each are being left solely to the knowledge and creativity of prospective developers and those who respond to this RFP (the “Proposers”). The development must be consistent with the overall characteristics of semi-rural or suburban town centers generally, and with the concepts for a town center as outlined in the Town of Lansing Comprehensive Plan. Building and improvement parameters should be in accordance with development regulations specified in the Town of Lansing Zoning Ordinance and be designed in a manner that is consistent with nodal development guidelines issued by the Tompkins County Department of Planning.

The overall objectives of development of the Site are as follows:

- To facilitate development and improvements of the Site which contribute to a lively, town center setting and a substantial increase in street-level interaction;
- To realize development that best complements or achieves synergies related to, but not limited to, retail and workforce employment and affordable housing with a wide range of housing choices;
- To expand the operating performance and potential of other established uses in the town center areas, such as existing businesses, existing recreational areas, and existing municipal infrastructure. The goal is to create a “small town downtown” that uses open and public spaces, such as an area for art shows and farmers markets, while supporting sustainable development;
- To create or entice further development and/or desired land use types on surrounding sites and areas near the town center;
- To expand the availability of goods, services, and entertainment venues available to residents and visitors;
- To create new jobs, increase the tax base, and support investment in the Town of Lansing. The development incentive zone created by the Town and Tompkins County Industrial Development Agency is intended to support and facilitate the development of the Site to implement these objectives;
- To reach a mutually beneficial public/private partnership with the goal of creating productive and self-sustaining uses at the Site;
- To be consistent with and supportive of the Town’s plans for a new public sewer district and facilities in South Lansing.

While the Town has a Comprehensive Plan and existing zoning, development policies, regulations, and guidelines governing the Site are currently underway, and zoning restrictions may be updated to provide for the mixed types of uses envisioned by any development plan endorsed by the Town. Given the prominence of the Site in the town center area, the Town is committed to a high quality of development and architectural character, as well as projects that are sensitive to overall urban design issues. The architects, engineers, and other design professionals to be retained in connection with submitted proposals are strongly encouraged to review the various policy documents outlined herein. As well, the Town will weigh any proposal that makes recommendations as to zoning, planning, or overlay districts that could or would enhance the goals of an integrated town center allowing for mixed uses and creating the desired “look and feel” of a cohesive community center for commercial and personal interactions with integrated pedestrian components.



Portion of Town of Lansing Zoning Map

Inspections of the Site are encouraged and are easily accomplished from adjoining public rights-of-way. If Proposers wish to undertake a more intensive on-site inspection of the Site, the same may be arranged through the Town Supervisor’s Office. The Town and its agents, employees, and elected officials shall not be responsible or liable for any damages or injury to Proposers or their employees, agents, contractors, and representatives resulting from any visit to the Site, whether or not scheduled in accordance with this RFP. Proposers are advised that they must execute and deliver to the Town a Hold Harmless Agreement (without omission, addition, amendment, modification or supplement) prior to any Site visit (see Appendix B).



The Site

It is the responsibility of all Responders to check the Town's website for the posting of clarifications, amendments, or addenda to this RFP upon an ongoing basis. Before submitting a proposal, prospective Proposers are encouraged to examine all documents as referenced in this RFP.

Proposals for the development of the Site should contain specific information generally organized as follows:

1. Responders should provide an overview or executive summary of the major contents and features of any proposal, including an overview of the proposed development team, a narrative addressing the planning aspects of the proposal, and how the proposal dovetails with the Town's Comprehensive Plan and development goals, including a summary of the proposed uses arranged by type of use.
2. Proposers are required to submit information identifying their relevant qualifications and the financial capability of the Proposer to carry forward its proposals.
3. All limiting permissions and conditions should be specified, together with the Proposer's intended action or other plan to obtain requisite permissions or address identified conditions.
4. An organizational chart of key team members of any Proposer should be provided, including firm or company descriptions when necessary. Proposals should also identify key personnel and the names, addresses and telephone numbers of those individuals who may be contacted during the period of proposal evaluation. Short resumes of key professionals, such as architects and engineers, should also be provided.
5. A list and description of past development projects should be provided, including information as to developmental costs and a brief description of any financing vehicles required for each such project. Drawings and photographs of any such prior projects should also be provided.

6. A Development Plan must be submitted which fully describes the layout and proposed improvements to the Site. This Development Plan should describe how the elements of such plan integrate with the settings surrounding the Site and the goals of the Town relative to the creation of a dynamic town center. The Development Plan must include the following elements: (i) a complete written description of the proposed development; (ii) an overview of the anticipated target market(s) that the development is intended to capture; (iii) a preliminary program of uses in the proposed development, specifying square footages of each development component, as well as other appropriate descriptive measures (e.g., number of hotel rooms, number of seats for food/beverage facilities, maximum capacity for meeting space, etc.), and the location of significant components thereof and their relationship to adjoining uses; (iv) a description of the appearance of the proposed development, including any architectural styles intended to be utilized and renderings thereof; (v) a description of how the proposed improvements and operations are consistent with objectives for a town center and the Town's Comprehensive Plan; (vi) a description of how the physical components of the proposed development are consistent with a traditional town center design, including information as to building orientations, façade articulations, ground-level uses, architectural elements, materials, and the like; (vii) an explanation of how the proposed development would advance overall economic development objectives of the Town relative to employment and affordable and senior housing; (viii) a series of graphic depictions of the proposed development, including but not limited to an overall scaled site plan showing building footprints, walkways, trails, access and traffic circulation designs, frontage improvements, and the relationship of these components to adjoining highways and existing adjacent off Site facilities; (ix) general floor plans showing primary uses and gross footage; (x) building elevations; (xi) a high-quality perspective rendering or photographic simulation showing the proposed development in context; and (xii) projections as to the number of jobs created and the expected average annual salaries that would be generated by the proposed development, both during renovations/construction and permanently during the first 3 years of operation, including supporting data to show how the proposal will economically benefit the community, including the tax base of the Town.

7. A financial plan showing the feasibility of the proposal and the amount of debt and equity utilized to develop the plan, and manage the same after development, must be provided. This financial plan must show: (i) the offer or bid price for any needed land; (ii) the estimated cost associated with capital improvements and infrastructure; (iii) projected operating revenues; (iv) projected operating/maintenance expenses and net operating income; (v) the estimated local property tax payments; (vi) the debt service payments on any short-term or long-term financing for improvements; (vii) the sources and amounts of financing and the Proposers' equity to be invested in the development and operation of the Site; and (viii) evidence of financing capabilities consistent with existing sources and uses, including expressions of interest from lenders and investors, letters of credit, and performance bonding capacity. If any funding or operational sources are expected to be governmentally supplied, including but not limited to grant programs, HUD financing or reimbursements, or PILOTs, a list of such proposed programs supporting the project shall be clearly identified.

III. COMPLIANCE WITH PROCUREMENT AND ETHICAL REQUIREMENTS AND LAWS

1. All communications are governed by the procurement rules of General Municipal Law § 101 *et seq.*, General Municipal Law Article 18, and the Town's Ethics Local Law, each as now or hereafter applicable. If any Proposer, or any member of such Proposer's team or employee of Proposer is found to have knowingly and willfully violated any of these rules, requirements, or prohibitions, that prospective Proposer, and the persons and entities that may have joined in any reply to this RFP, together with all of its subsidiaries and related or successor entities, will be determined to be non-responsible and will not be further considered under this RFP. All Responders are solely responsible for full compliance with these requirements. All requests of clarification of these requirements or this RFP shall be submitted to the Town and all questions and responses will be posted publicly and/or on the Town's website.

2. The Town shall comply with all federal, state and local laws, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that New York State Business Enterprises, Minority and Women-owned Business Enterprises (M/WBEs) (including businesses owned by disabled or handicapped persons), minority group members, and women share in the economic opportunities generated by any contracts made in furtherance of this RFP. New York State nondiscrimination and affirmative action policies will apply to this RFP. All Proposers shall use their best efforts to achieve not less than 10% New York State certified Minority and Women-Owned Business Enterprise (M/WBE) contractor and/or subcontractor participation during all phases of development, from the replies to this RFP to project awards, approvals, construction, and post-construction management.

IV. PROPOSAL REVIEW PROCESS

1. Proposals are expected to be evaluated by the Town Board during the spring of 2013 and responses initiated on or before May 1, 2013. The Town Board may seek evaluation or input from the Town's Town Center Committee, Comprehensive Plan Update Committee, Planning Board, or the Town's Economic Development Committee, and any of its engineers, attorneys, and other consultants and advisors to or for the Town. The Town will review all proposals for completeness and compliance with the requirements of this RFP. The Town may request from any or all of the Proposers additional material, clarification, confirmation or the modification of any submitted proposal, including proposals that are incomplete or non-conforming as submitted. Unless requested by the Town, all proposals are deemed final and complete when received and may not be amended or modified except in response to a specific request there for by the Town.

2. The Town may choose to interview any Proposers in person or by telephonic means either before or after said May 1, 2013, for the purposes of further evaluation.

3. In reviewing and evaluating proposals the Town Board will consider such criteria (all criteria considered being referred to collectively as the "Selection Criteria") that are in the best interests of the Town. The criteria listed below are of significant concern: (i) the extent that the proposal advances the objectives outlined in this RFP; (ii) the extent that the proposal is consistent with the Town's Comprehensive Plan and any existing or proposed zoning laws or ordinances; (iii) the extent that the proposal yields the highest level of public benefits, such as private taxable investment, new jobs and employment opportunities, the highest return on the land, and external benefits to the proposed town center, such as any expansion of retail choices and offerings, providing for extensions of visitor stays, the quality of life improvements, all with the least amount of public investment; (iv) the overall proposed quality of the proposal and development plan, its proposed timetables, and the extent that the proposed Project complements and enhances local community development objectives; (v) the extent that the proposed Project Team of the Proposer demonstrates a proven track record in successfully completing similar development efforts; (vi) the quality of the overall financial plan and the positive and negative impact of the proposal, including an evaluation as to the reasonableness of any assumptions, the levels of proposed private investment, the level of demonstrated financial capacity to realize any proposed improvements, the projected long-term economic benefits to the local community, and the extent that the proposed Project Team meets applicable legal requirements, such as not being listed on any New York State debarment lists or the SDN list maintained by the United States Department of the Treasury, Office of Foreign Assets and Control.

4. The Town will also evaluate the financial and organizational capacity of the Proposer to undertake the project and will weigh factors such as: (i) the assets, liabilities, recent bankruptcies, equipment, facilities, personnel resources and expertise, availability in consideration of other business commitments, or the existence of appropriate accounting and auditing procedures for control of property and funds; (ii) the legal authority to do business in New York State; (iii) the lack of criminal indictments or convictions, civil fines, and injunctions imposed by governmental agencies, anti-trust investigations, ethical violations, tax delinquencies, and debarments by federal, state or local governments, or prior determinations of integrity-related non-responsibility; (iv) the success of

any previous contracts and projects of a like or similar nature, including the consideration of reports of less than satisfactory performance, early contract/project termination for cause, contract/project abandonment, court determinations of breach of contract, and the like.

5. After the interview process is concluded, the Proposers will receive a final ranking. The Town will first negotiate with the first ranked Proposer (i.e., the "Preferred Developer"). If during the negotiation, the Town concludes that it is unlikely an agreement will be finalized with the Preferred Developer within 90 days then the Town may abandon such negotiations and negotiate with the second-ranked Responder (such second-ranked Responder to then be deemed the Preferred Developer), and so forth, until it enters into an acceptable agreement to undertake the project or until the Town chooses to stop the process. The Town reserves the right to negotiate at any time with any Proposer or other person, regardless of whether such person, entity, Proposer or other person is a Preferred Developer, in part as proposals may be for all or part of the Site, and as, in part, the Town expressly herein reserves such right. However, and in limitation thereof, the Town shall act in good faith to negotiate upon an exclusive or near exclusive basis with any Responder who is designated as a Preferred Developer in relation to the land identified by the Town as applicable or suitable for the Proposer's improvements, plans, or submissions.

6. Each Proposer with which the Town shall begin negotiations shall deposit the sum of \$15,000 with the Town within 10 days of notification of selection by the Town, failing which the Town may de-designate that Proposer. The deposit shall be applied as liquidated damages for any breach by the Proposer of the terms and conditions of this RFP or any subsequent agreement between the Proposer and the Town, or for any criminal breach of law or other act or omission involving fraud, misrepresentations, or moral culpability. The deposit may be in the form of cash or an irrevocable standby letter of credit satisfactory in all respects to the Town in its sole discretion. The deposit shall, among other things, secure the selected Proposer's obligation for timely submission of all documents and information deemed necessary by the Town in connection with a Phase I Environmental Site Assessment, the conducting or a SEQRA review, the timely delivery of documents, development plans, and construction documents, as well as proceeding with construction in a timely manner as set forth in any approved project completion schedule. The rights of the Town with respect to the deposit shall be in addition to, and shall not diminish, any other rights (whether under law or in equity) of the Town with respect to any development agreement(s).

7. The submission of a proposal shall constitute an agreement by the submitting Proposer to enter into both Pre-Development and Development Agreements (as defined and described below). Except as provided below, in the event that a Preferred Developer with respect to the Site fails to promptly enter into the Pre- Development Agreement, the Town may terminate the designation of the Proposer as a Preferred Developer. The failure by the Town for any reason to execute a Development Agreement with a Proposer or Preferred Developer shall not create any liability on the part of the Town and its officers, agents, and employees; except that if the Town shall fail to execute a Development Agreement and the Proposer or Preferred Developer has not breached any of the terms or conditions of this RFP, and is not otherwise at fault for the Town's failure to execute the Development Agreement, then the Town shall return the Deposit. The submission of a proposal shall constitute agreement by the submitting Proposer that the sole remedy for any breach of this RFP, any Pre-Development Agreement, or the Development Agreement by the Town is the return of the

deposit. By submitting any proposal or response to this RFP, each Proposer and all related persons and entities shall have waived, and be deemed and construed to have waived, each, any, and all other claims and causes of action as against the Town, its officials, employees, and agents.

8. The Town and the selected Preferred Developer will promptly enter into a Pre-Development Agreement that shall set out the principal terms and conditions that shall subsequently be entered into in the Development Agreement. During the period following designation of the Preferred Developer, and prior to execution of the Development Agreement, the Town and the Preferred Developer agree to be governed by the Pre-Development Agreement, being the agreement by which the project development will proceed, and including, but not limited to, the commencement and/or completion of environmental review by the Town as lead agency under the State Environmental Quality Review Act (SEQRA) at the Proposer's sole cost and expense. The Pre-Development Agreement shall also provide for insurance coverage and the apportionment of risks and liabilities as will protect the Town, the approval of construction plans and timetables and budgets, and the provision of appropriate Site safety and security arrangements.

9. The Development Agreement will be provided to the selected Preferred Developer following the completion and execution of the Pre-Development Agreement. It is anticipated that the Development Agreement will be delivered and/or executed after completion of the environmental review process.

10. Upon receipt by the Town of evidence satisfactory in all respects of valid permanent certificates of occupancy for all improvements and structures provided for in the approved plans, and provided that no default or dispute is in existence, or deemed imminent by the Town with respect to the Development Agreement, the Town will apply the deposit first to then outstanding developer obligations in accordance within the terms and conditions of the Development Agreement, and if any funds remain, then secondly the deposit, or the balance thereof, shall be surrendered to the Proposer(s) who posted the same.

11. No proposal shall be conditioned upon the receipt of tax abatements and/or any other economic incentives, although financial plans in proposals may identify funding sources or "gaps" related to realization of the proposed development and potential options to addressing such gaps.

12. Proposals are invited for the Site on an "as is, where is" basis.

13. All proposals must be submitted in accordance with the provisions, requirements, terms and conditions of this RFP. Proposals which are contingent or which are submitted in any other form will, in the sole discretion of the Town, not be considered.

14. All major Site use and environmental review procedures and approvals for development of the Site will be undertaken in accord with the New York State Environmental Quality Review Act ("SEQRA") and be subject to site plan, subdivision review, and other approvals and reviews by the Town. Construction on the Site by the Preferred Developer will also be subject to all applicable code and stormwater requirements, including, without limitation, the Building Code of New York State, the Energy Conservation Construction Code of New York State, the Fire Code of New York State, the

Fuel Gas Code of New York State, the Mechanical Code of New York State, the Plumbing Code of New York State, the Property Maintenance Code of New York State, and the Residential Code of New York State. Development plans must also comply with federal access and related requirements, including ADA compliance. The selected Preferred Developer is required, at its own expense, to obtain from all appropriate government authorities all construction and ancillary approvals for the development of the Site including, but not limited to, all site plan approvals, SEQRA documentation, building permits and approvals that would be required if the selected Proposer were the fee owner of the Site. All Proposers shall comply with all applicable federal, state, and local laws and regulations. No Proposer shall have rights to use or occupy any Town-owned property or private property for the purposes of staging, storage, construction, access, scaffolding, or any other purpose without first obtaining approval from the Town and appropriate property rights or easements as the Town may deem required or as are otherwise sufficient as to allow such use.

15. Proposals for less than the entire Site will be considered, and phasing of a proposed development will be considered if a demonstrated need is presented by the Proposer.

16. The Town reserves the right to independently investigate or request clarification of the contents of any proposal, including requiring any Proposer to provide additional information, to update or augment any submissions, or to make an oral presentation. All materials submitted in response to this RFP become the Town's property without any obligation to return such materials, and without any obligations of confidentiality or any duties relating to intellectual property rights. All determinations of completeness of any submission and its compliance with the provisions, requirements, terms, and conditions of this RFP, and the eligibility or qualification of any Proposer shall be made by the Town in the sole and absolute discretion of the Town.

17. The Town may waive any of the provisions, requirements, terms and conditions of this RFP.

18. Subsequent to submission of proposals in response to this RFP, the Town may, in the exercise of its sole and absolute discretion, enter into parallel negotiations with two or more Proposers, may designate two or more Proposers for "short list" consideration, may request best and final offers, and/or may conduct other additional competitive proceedings with respect to the potential disposition of land, uses, or the Site covered by this RFP. As well, the Town may reject any and all proposals at its convenience and for any or no reason. The Town shall not be liable for any costs or expenses (including, without limiting the foregoing costs and expenses or the costs and expenses of legal counsel) incurred by any Proposer in responding to this RFP, in connection with the Site or under any other circumstances, including, without limiting the foregoing, whether or not a particular proposal was accepted, rejected, or otherwise designated or selected, or if the Town opts not to proceed with the disposition process. All costs and expenses incurred by each Proposer in connection with this RFP or the Site will be borne solely by the Proposer, including, without limiting the foregoing, all costs and expenses in connection with the RFP, including but not limited to surveys, reports, studies, research and other due diligence work, the preparation of each proposal, the cost of professional advice and representation of legal counsel, and/or the costs of responding to this RFP, or the Pre-Development Agreement, and/or the Development Agreement.

19. Brokers Proposals shall be accepted from principals only. No brokerage fees, finder's fees, commissions or other compensation will be payable by the Town in connection with the selection of a Proposer or the disposition of the Site. Submission of a proposal by a Proposer in response to this RFP constitutes an undertaking by the Proposer to hold harmless and indemnify and defend the Town and its officials, employees, and agents from and against any and all expenses, damages or liability (including, without limiting the foregoing, attorneys' fees and disbursements) arising out of any claim for such fees, commissions, or other compensation made or claimed due in connection with such Proposer's response to this RFP, selection or non-selection here- or thereunder, and/or the execution or non-execution of a Pre-Development Agreement and/or Development Agreement.

20. This RFP does not constitute a solicitation or an offer for or to the Site or any portions thereof. The Town shall not incur any obligation or liability on account of this RFP, on account of any submission made in connection with this RFP, or for any other reason unless and until a Development Agreement setting forth all the terms and conditions of the transaction have been fully executed and unconditionally delivered by all the parties thereto, and all necessary consents and approvals for the Town's entry into such agreements have been obtained, including, without limiting the foregoing, approval by the Town and the Attorney for the Town of the form and contents of any such Development Agreement.

21. No proposal for the Site shall be deemed accepted until closing on the Development Agreement has occurred. The Town reserves the right, in its sole discretion, not to select or accept one or more proposals submitted for the Site in connection with this RFP, including, without limiting the foregoing, the highest-ranked proposal for the Site. The Town has no obligation, under this RFP or otherwise, to dispose of the Site, or any portion of the Site, through a competitive proposal process, including, without limiting the foregoing, to dispose of the Site to the highest-ranked Proposers or to the highest bidder(s). The Town may at any time withdraw the Site, or any portion of the Site, from being included in this RFP. The Town shall have the right, in its sole and absolute discretion, to reject any and all proposals, to accept any proposal, and to elect not to proceed with the process set forth in this RFP. The Town may at any time dispose of the Site, or any portion of the Site, in any appropriate manner, regardless of whether such disposition is consistent or inconsistent with this RFP. The Town has no obligation to discuss its reasons for selecting, accepting or rejecting any proposals with any Proposer or other person or entity.

V. GENERAL CONDITIONS AND TERMS

1. The Town makes no representations or warranties whatsoever with respect to this RFP or to the Site, and without limiting the foregoing, no representations or warranties are made, implied, or provided as to: the accuracy or completeness of any information or assumptions contained in or provided in connection with this RFP or otherwise furnished to any Proposers; the use or development, or potential use or development, of the Site or any portion thereof; the physical condition, environmental condition, layout, configuration, size, boundaries, access, location, systems, appurtenances, and utilities for all land and improvements constituting, available to, or affecting the Site and/or all adjacent properties; the absence or presence of hazardous substances or toxic materials in, under, or upon the Site or any adjacent properties; compliance with environmental laws; tax assessments that may be made or established, or the amount of PILOT payable; and/or the suitability of the Project for any specific uses or development. Further, and notwithstanding anything to the contrary contained in this RFP, the Town shall not, under any circumstances, be liable to any Proposer or any third party for consequential, incidental, indirect, special, punitive, or exemplary damages arising out of or related to the transaction contemplated hereunder, whether in an action based on contract, tort (including negligence or strict liability), or any other legal theory, including, but not limited to, damages for loss of profits, loss of the benefits of use, or loss of business, even if the Town was apprised of the likelihood of such damages, and even if such damage or loss was foreseeable. It is expressly understood and agreed that each and every provision of this RFP that provides for a limitation of liability, a disclaimer of warranties, or an exclusion of damages, is intended to be severable from any other provision and be separable, independent, and enforceable element of risk allocation.

2. Each person or entity responding to this RFP and each Proposer shall make its own analysis and evaluation of the Site, including, without limitation: the physical condition, environmental condition, layout, configuration, size, boundaries, access, location, systems, and utilities for all lands and improvements constituting the Site; the absence or presence of hazardous substances or toxic materials in, under, or upon the Site and adjacent lands; compliance with environmental laws; and the suitability of the Site for any use or development.

3. Each person or entity responding to this RFP and each Proposer shall obtain its own independent legal, accounting, engineering and technical advice on all matters relating to this RFP and the Site, including, without limitation: the examination, review, and verification of any information provided by or on behalf of the Town and its advisors; the quality, capacity, and suitability of land and improvements constituting the Site, as well as adjacent to the Site; all local laws, regulations and conditions that may affect the use and development of the Site; and all other matters that may be material. Each person or entity responding to this RFP and each Proposer shall not be entitled to rely upon any statement or information given by the Town, including, without limiting the foregoing, any information contained in this RFP or made available pursuant to, in connection with, or in furtherance of this RFP.

4. In the event that the selected Proposer does not execute a Development Agreement, the Town may, in its sole discretion, invite any of the other persons, entities, or Proposers to participate in any

further process to determine a new selected Proposer or to determine a new procedures for the same or for a new or revised RFP process.

5. Selection or designation of any Proposer pursuant to this RFP or in any subsequent selection stages will not create any rights for such Proposer including, without limitation, rights of enforcement, equity, or reimbursement.

6. Each Proposer, and each partner, agent, employee, member, officer, director, affiliated person, or principal shareholder of any Proposer, or as to any persons or entities that are part of the Proposer's team, may be required to complete a background questionnaire with respect to their qualifications, including criminal and fraud background checks and other matters as may be determined by the Town, including, without limitation, authorizations to contact the Responder's bank(s), credit references, and any other persons identified in the proposal, and to obtain pertinent financial and other information.

7. Proposers shall neither support nor make any news or press releases, or support or make any internet, blog, or newsfeed postings pertaining to this RFP or anything contained or referenced herein without the prior written approval of the Town.

8. Public access to all materials submitted or information provided shall be governed by the relevant provisions of the Freedom of Information Law (Article 6 of the New York State Public Officers Law), and the regulations, orders, and COG opinions provided or adopted pursuant thereto (herein together, "FOIL"). If any Proposer submits information which it believes to be a trade secret or to be otherwise exempt from disclosure under FOIL, it must specifically identify such information and state in writing the reasons why the information should be exempt from disclosure. Notwithstanding the foregoing, the Town shall not be liable if it purposefully or accidentally releases information, whether pursuant to FOIL or otherwise, which the Responder believes to be a trade secret or the release of which may be or is detrimental to its business or reputation.

9. In the event that the Town becomes aware of any material misrepresentation in the information supplied by any Proposer or any person or entity affiliated with such Proposer, the Town shall have the right: to reject at any time the response and/or proposal of the Proposer; to refuse to negotiate or continue negotiations with the Proposer; and to take such other actions as are permitted by law, including retaining any deposit(s) made by the Proposer or upon its behalf; each and all as shall be deemed appropriate by the Town in its sole and absolute discretion, without recourse.

10. The selection of a Preferred Developer will create no legal or equitable rights in favor of the selected Proposer, including rights of enforcement or reimbursement.

11. A Proposer's response and/or proposal for the Site is not assignable and only the party identified as the developer/principal in the selected submission will be permitted to execute the Pre-Development Agreement or the Development Agreement.

12. By submitting a response and/or proposal for the Project, the Proposer agrees to be bound by all the terms and conditions of this RFP.

13. This RFP shall in all respects be governed by, and construed in accordance with, the laws of the state of New York, including all matters of construction, validity, and performance, and all without regard to or the application of New York State's choice of law provisions. All Proposers and any related parties agree to submit to the jurisdiction of the state and/or federal courts in the State of New York having territorial jurisdiction over the County of Tompkins. All Proposers and all related parties hereby waive the right to a trial by jury of any matters arising out of or related to this RFP, including the interpretation hereof, and they do each also and further waive all rights of counterclaim and set-off.

14. The Town's failure at any time to require strict performance by any Proposer of any of the provisions hereof shall not waive or diminish the Town's right thereafter to demand strict compliance herewith, or with any other provision of this RFP. Any waiver of any default or non-compliance by the Town shall not effect a waiver, or presumption of waiver, as to any other default or non-compliance.

15. Any and all claims or causes of action, whether in law, equity, admiralty, or otherwise, accruing, arising, or assertable against the Town under or in relation to this RFP shall be commenced within 120 days of the date of occurrence of the event, act, or failure to act that gives rise to such claim or cause of action. Proposers and all those acting with them or claiming through them expressly acknowledge and agree that such limitations period shall apply to all matters and claims, irrespective of any statutory provision to the contrary.

16. If any provision hereof is held invalid or unenforceable by a court or tribunal of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision hereof, and such invalid provision shall be reformed to the minimum extent required to bring it into compliance with applicable law, or to otherwise make such provision enforceable. Such reformation shall be performed by first taking into account the purposes sought by the Town in any such provision, and second, by the intent of the Town as set forth in such provision, and third, by the intent of the parties as gleaned from other provisions of this RFP and any reply hereto. If such reformation is not possible, then such provision shall be severed from this RFP and the balance hereof shall remain in force and effect.

17. The captions and headings in this RFP are for convenience only and shall not define or limit any of the terms hereof. Words shall have meaning ascribed to them as based upon their definitions as set forth herein and as the context of their use so requires or admits. Words in the singular shall be construed in the plural whenever the context thereof so requires or admits, and words used in any gendered tense shall be construed in the male gender, female gender, or neutral or neutered gender whenever the context thereof so requires or admits.

APPENDIX A

Land description: All that certain piece or parcel of land situate in the Town of Lansing, County of Tompkins, and State of New York, being a portion of the lands known as the "State Department of Social Services Training School," being more particularly bounded and described as follows:

Beginning at an iron rod set in the westerly bounds of New York State Route 34 at its intersection with the division line between the lands of the People of the State of New York, on the north, and lands now or formerly of Patricia A. Porter (Liber 647, Page 555), on the south; running thence S.87°16'43" W., generally along a wire fence marking the last mentioned division line, 479.09 feet to a fence post; thence S.00°55'12" E., along the westerly bounds of said lands of Porter and then along the westerly bounds of lands now or formerly of Donald O. Carroll (Liber 615, Page 1071), 1260.74 feet to an existing granite monument in the northerly bounds of said Route 34; thence along the northerly bounds of said Route 34, the following two (2) courses and distances:

- 1) S.69°38'53" W., 392.48 feet to a point; and
- 2) S.87°15'25" W., 451.50 feet to a point

in the easterly bounds of lands now or formerly of Bert J. Hilliard and Colleen Hilliard (Liber 452, Page 108; and Liber 512, page 970); thence along the bounds of said lands of Hilliard, the following three (3) courses and distances:

- 1) N.04°02'00" W., 207.45 feet to an iron rod set;
- 2) S.87°15'36" W., 417.48 feet to an iron rod set; and
- 3) S.03°12'41" E., 221.37 feet to a point

in the northerly bounds of New York State Route 34; thence S. 87°09'45" W., along the northerly bounds of said Route 34, 747.68 feet to an iron rod set; thence N. 03°02'02" W., 330.66 feet to an iron rod set; thence S.87°13'29" W., 631.27 feet to a fence post; thence S.02°30'23" E., 157.80 feet to a fence post; thence S.86°43'18" W., 750.98 feet to an iron rod set; thence N.07°36'55" W., 113.46 feet to an iron rod set; thence S.87°15'37" W., 97.33 feet to an existing iron pipe in the easterly bounds of Conlon Road (County Route 186); thence N.09°27'01" W., along the easterly bounds of Conlon Road, 159.84 feet to a fence post; thence N.86°13'26" E., generally along a wire fence, 564.11 feet to an iron rod set at the southeast corner of lands now or formerly of Samuel G. Meyers and Nancy B. Meyers (Liber 562, Page 1016); thence N.03°36'06" W., generally along a wire fence marking the easterly bounds of said lands of Meyers, 286.37 feet to an iron rod set; thence N.86°47'55" E., generally along a wire fence marking the southerly bounds of lands now or formerly of Lawrence H. Conlon, Jr. and Constance S. Conlon (Liber 475, Page 567; and Liber 470, page 374), 313.94 feet to a fence post; thence N.03°10'35" W., generally along a wire fence marking the easterly bounds of said lands of Conlon, 1542.53 feet to a fence post; thence N.86°40'52" E., generally along a wire fence marking the southerly bounds of lands now or formerly of Norma Sill (Liber 376, Page 153; Liber 412, Page 31; and Liber 412, Page 38), 647.08 feet to a fence post; thence N.02°54'12" W., generally along a wire fence marking the easterly bounds of said lands of Sill, 982.13 feet to a 4" iron pipe filed with concrete; thence N.86°53'47" E., generally along a wire fence marking the southerly bounds of said lands of Sill, 1102.21 feet to a fence post; thence through the lands of the People of the State of New York, the following two (2) courses and distances:

- 1) S.02°52'27" E., 1820.00 feet to an iron rod set; and
- 2) N.87°16'43" E., 1410.60 feet to an iron rod set in

the westerly bounds of New York State Route 34; thence S.02°29'56" E., along the westerly bounds of said Route 34, 60.00 feet to the point and place of beginning, containing 146.83 acres of land, more or less.

All bearings are with reference to True North.

Subject to a 50 foot wide easement, for ingress and egress, granted by the People of the State of New York to Bert J. Hilliard and Colleen Hilliard, by Indenture dated April 12, 1973 and recorded in the Tompkins County Clerk's Office of January 2, 1974 in Liber 512 of Deeds at page 970.

Subject also to the rights granted to the Cayuga Rock Salt Company, Inc., for the salt beneath the above described premises at a depth 1,000 feet below the surface, said rights being described in a deed recorded in the Tompkins County Clerk's Office on December 3, 1951 in Liber 346 of Deeds at page 263; and also in a deed recorded on June 19, 1961 in Liber 435 of Deeds at page 671.

Subject also to all covenants, conditions, easements, restrictions and agreements of record affecting the lands herein conveyed.

All as shown on a map entitled, 'Survey of A Portion of Lands of The People of the State of New York, known as the 'State Department of Social Services Training School' " made by ABD Engineers/Surveyors, dated November 1990, and filed in the New York State Office of General Services at Albany, New York as OGS Map No. 1533.

APPENDIX B

To: The Town of Lansing
29 Auburn Road
Lansing, NY 14882

Re: Access to Town-owned lands referenced in Town Center RFP

In consideration of the Town permitting the undersigneds to enter upon and visually inspect the above-referenced Town-owned lands, we, the undersigneds, covenant and agree as follows:

1. We shall not damage any lands or permit any testing or excavation of the lands.
2. We shall not permit or allow any person who has not signed this agreement upon the land or to accompany the signatories hereto.
3. We, individually and collectively, and as to any entity of which we are individually members, officers, directors, partners, or agents, for and in the name of such principals, do hereby discharge and release the Town and each and all of its elected officials, directors, managers, officials, employees, and agents, and each and all of their heirs, executors, administrators, successors and assigns (all herein "Releasees") from each, any, and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the Releasees the undersigned, and the undersigned's heirs, executors, administrators, successors, and assigns ever had, now have or hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever or howsoever arising from or in relation to the entry, occupation, presence, use, travel upon, or access to such Town-owned lands.

Dated: _____, 2013

By: _____,

(print name and office)

By: _____,

(print name and office)