

Town of LeRay

DEVELOPER AGREEMENT

PROPOSED SUBDIVISION/SITE PLAN/SPECIAL PERMIT APPLICANT PLANNING BOARD REFERRAL

This agreement made between the **Town of LeRay**, a municipal corporation with offices at 8650 LeRay Street, Evans Mills, New York 13637 (hereinafter "Town") and **Lundy Development and Property Management, LLC** with an office at **20053 Summit View Blvd., NY 13601** (hereinafter "Developer").

RECITALS

WHEREAS, Developer having filed an application seeking certain **subdivision/site plan/special permit** approval by application dated December 20, 2024 to the Planning Board of the Town of LeRay; and

WHEREAS, In said application and as part of the preliminary review process, it appears that issues of infrastructure improvements, including but not limited to water, sewer, drainage, roadway and other public facilities and construction or facility analysis will arise and require the independent professional services of engineering, legal and other professional consultants on the part of the Town to ensure compliance with standards are upheld in conjunction with allowable growth in the Town; and

WHEREAS, In addition to the security provisions of the Zoning and Planning and Subdivision Laws and other applicable fees, and in furtherance of their application for development, the Developer has agreed to enter into a contract with the Town to address the additional professional expenses of the Town as related to their project.

NOW, THEREFORE, in consideration the mutual promises and covenants contained herein, and other good and valuable consideration, it is stipulated and agreed that:

I. Subdivision/Site Plan/Special Permit Development Review:

1. The Town Board and the Developer have agreed that the Developer shall submit all facility plans and specifications relating to the subdivision/site plan/or special permit development to the Planning Board for review. When in the opinion of the Planning Board, professional input or analysis in the form of independent engineering, site analysis, legal assistance, is required, then the Town shall appoint its engineer or other suitable designee who will act as an independent representative to act as reviewer/inspector/consultant during the subdivision/site plan/special permit process of the public facilities, the cost of such services shall be paid by the Town at the usual and customary rates and reimbursed by the Developer at a fee not to exceed \$5,000. A deposit in the amount of \$5,000 shall be held by the Town and drawn down against audited bills during said process.
2. If construction of the developing lot will have disturbance of one or more acres, a Storm Water Pollution Prevention Plan (SWPPP) must be completed by the developer and then reviewed by the Towns engineer/zoning officer. A SWPPP performed in conjunction with the subdivision/site plan/special permit of lots reviewed by the Towns engineer on the Town's behalf shall be paid by the Town at the usual and customary rates and reimbursed by the Developer at a fee not to exceed \$6,000. A deposit shall be made in the amount of \$6,000 and shall be held by the Town and drawn down against audited bills during said process.
3. Legal services rendered in conjunction with the subdivision/site plan/special permit on the Town's behalf shall be paid by the Town at the usual and customary rates and reimbursed by the Developer at a fee not to exceed \$1,000. A deposit shall be made in the amount of \$1,000 and shall be held by the Town and drawn down against audited bills during said process.
4. Other Site Planning professional services, such as a landscape architect consultant, rendered in conjunction with the site plan/special permit review on the Town's behalf shall be paid by the Town at the usual and customary rates and reimbursed by the Developer at a fee not to exceed \$0.00. A deposit shall be made in the amount of NA and shall be held by the Town and drawn down against audited bills during said process.

II. Construction Phase Review:

1. The Town Board and the Developer have agreed that the Town shall appoint its engineer or his designee or designated analyst who will act as an independent representative to review and/or inspect during the construction process of the public facilities. The engineer's fees shall be paid by the Town at the usual and customary rates and reimbursed by the Developer at a fee of not to exceed \$ 0.00. A deposit in the amount of NA shall be held by the Town and drawn down during the process and based on audited bills.

2. Legal services rendered in conjunction with the development process necessitating the interaction of the Town council on the Town's behalf shall be paid by the Town at the usual and customary rates and reimbursed by the Developer at a fee not to exceed \$ 0.00. A deposit, if applicable, shall be in the amount of NA and drawn down during the process based on audited bills.

III. Final permitting shall not be approved or granted until all referenced fees above have been fully remitted to the Town. ***Total Deposits Due to Town of LeRay: \$12,000***

IV. The unused balance, if any, of the escrow deposit shall be refunded to the Developer within sixty (60) days of completion of all municipal tasks undertaken pursuant to Articles I. 1-4 and II. 1-2, above.

IN WITNESS WHEREOF, the parties set their hands and seals this ___ day of _____, 20__.

TOWN OF LERAY

DEVELOPER

Leland J. Carpenter, Supervisor

Michael E. Lundy

