

**DEVELOPMENT  
AGREEMENT**

This Agreement, by and between CLDZ, LLC, with offices located at 494 Western Turnpike, Altamont, NY 12009, hereinafter called the “Developer”, and the Town of East Greenbush, a municipal corporation located in Rensselaer County with offices at 225 Columbia Turnpike Rensselaer, NY 12144, hereinafter called the “Town”.

WHEREAS, the Developer has received preliminary plat approval from the Town of East Greenbush Planning Board for a major cluster subdivision off Mannix Road, as shown on a certain subdivision map prepared by Brett Steenburgh PLLC comprising sheets 1 through 32, as set forth on sheet 1 (SP-1) entitled “Overall Plan CLDZ, LLC, Carver Court, Town of East Greenbush County of Rensselaer State of New York” dated February 15, 2021, last revised January 26, 2022, and as bounded and described as set forth in Exhibit “A” annexed hereto; and

WHEREAS, the Developer intends to build and dedicate certain roadways, as shown on Exhibit A, above. The Developer intends to build and dedicate the areas described as public roadways in the Town of East Greenbush, in connection with the development of the site as set forth in the subdivision plan. Said construction is to be in accordance with the rules, regulations and specifications of the Town of East Greenbush and its Planning Board; and

WHEREAS, the Town of East Greenbush Planning Board, in its capacity as lead agency in connection with a coordinated review of the proposed action, issued a conditioned negative declaration on January 26, 2022; and

WHEREAS, pursuant to and in accordance with the preliminary plat and

preconstruction approval of the Town of East Greenbush Planning Board for this project, the Developer is obligated to construct certain roadways, storm water control facilities and storm water conveyance facilities, install water mains in the roadway, install sewer mains in the roadway, install a sanitary sewer pumping station, provide landscaping as shown on the subdivision plan, install sidewalks adjacent to ~~the~~ ~~Roadways~~ "A" located within the subdivision, construct and implement various natural resources conservation measures as identified in Exhibit B, construct a passive recreation field and walking trail, and install fencing in identified areas; and

WHEREAS, the Town Board of the Town of East Greenbush and Planning Board of the Town of East Greenbush require a letter of credit or other security to insure the prompt and faithful construction of said roadway and other improvements as set forth above; and

WHEREAS, the Developer is required to pay certain inspection fees to the Town to confirm that all construction and installation is in accordance with the rules, regulations and specifications of the Town of East Greenbush and its Planning Board and to the satisfaction of the Town's Designated Engineers and Commissioner of Public Works; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and in order to set in writing the terms of their agreement, the parties do mutually covenant and agree as follows:

1. The Developer agrees to construct the public portion of the roadway, as set forth on the preliminary subdivision plat described in Exhibit "A" attached hereto, and as adjusted through final approval by the Planning Board and that said construction

and installation will be in accordance with the rules, regulations, standards and specifications of the Town of East Greenbush, its engineers and Commissioner of Public Works, and the Developer shall promptly make payment to all persons supplying labor and materials for the same. The Developer, and subsequently the HOA, shall retain ownership and responsibility for the common mailbox area, required open space areas (including the "Cleared Area" for recreation), trails installed as part of the project in the required open space areas, permanent stormwater management facilities, wetland protection signage, and the emergency access roadway, which shall remain private. The Developer and HOA shall assume maintenance responsibility for the sidewalks.

2. The Developer further agrees that the construction and installation of the storm water control facilities, storm water conveyance facilities, water mains and sewer mains in the future Town roads, sanitary sewer pumping station, conservation measures, recreation area and walking path, and the sidewalk, as identified in the preliminary subdivision plat described in Exhibit "A," and as adjusted through final approval by the Planning Board shall be constructed and installed in accordance with the laws, rules, regulations, standards and specifications of the Town of East Greenbush, its engineers and Commissioner of Public Works. Developer agrees that, prior to offering for dedication any of the storm water conveyance public improvements, these facilities shall be clean and free sediment and other debris, subject to Commissioner of Public Works approval.

3. Construction of the project is to be phased in accordance with the preliminary subdivision plat for Carver Court, as approved by the Town of East Greenbush Planning Board, as set forth in Exhibit "A" attached hereto and as adjusted through

final approval by the Planning Board. The Developer proposes to develop and file the conservation plat in three (3) sections as shown on the plat. The Developer shall complete and secure all public improvements on a section-by-section basis. A construction sequencing plan as approved by the Planning Board has been made part of the final plat and filed with any section thereof. The sections must proceed in order, commencing with section 1 to the first section and no building or clear-cutting may start in any new section except with the permission of the Planning Department for limited disturbance associated with the installation of utilities and infrastructure where such installation is necessary in that section to serve the preceding section or to undertake clearing activities within the seasonal limits established for the Long Eared bats, as per the approved plans. If roadways and limited clearing are necessary, any roads or cleared areas will be for construction purposes only, shall not be paved, and in the event these roads or cleared areas are no longer needed for construction purposes, shall be stabilized and vegetated in accordance with the approved stormwater pollution prevention plan (SWPPP). No other work may commence in any new section until Building Permits are issued for 10 of the 28 lots in section 1, and 18 of the 54 lots in section 2; however, the Developer may request that the Planning Board in its discretion reduce the number of building permits in section 1 or section 2 that need to be obtained prior to preceding with the next section.

**Comment [AY1]:** D. Zee request to remove - Needs further discussion

4. For each of the three phases, the Town is waiving the requirement of the Developer to furnish, as security for this agreement, and the faithful completion of the requirements of the same, a letter of credit, or other security for construction and installation of the roadway, sidewalks, the storm water control facilities and storm water conveyance facilities, water mains, sewer mains, sanitary sewer pumping station,

conservation measures, fencing and landscaping, which are necessary for the completion of such phase, except as set forth hereafter. It is agreed that only two model home building permits shall be issued for phase 1 and only one for subsequent phases until the public improvements (roadways, sidewalks, storm water control facilities, storm water conveyance facilities, water mains, sewer mains, sanitary sewer pumping station, fencing and landscaping) for such section are either fully constructed and installed and accepted by the Town or sufficient and adequate security has been furnished and accepted by the Town pursuant to the agreement. The Town shall require security for all items which are customarily installed after completion of the infrastructure and dedication of the road, including but not limited to top course pavement, striping, sidewalks, fencing, and landscaping. The locations of the model homes within the development must be fully accessible to emergency services and fire services in order to obtain the building permits.

5. Pending completion and dedication as a public roadway, Developer agrees to maintain, repair and plow said roadway and sidewalks in a timely fashion, keep them open in all weather conditions and provide immediate access for emergency vehicles. The Developer shall hold the Town harmless for any liability thereunder. The Developer shall not cause damage or leave the said road in a dangerous, unsafe or impassable condition.

6. The Developer hereby agrees to:

- a. submit to the Town Planning Board attorney a draft of the Declaration which will be submitted to the NYS Department of Law for the creation of a Homeowner's

Association to confirm that provisions required as part of the Planning Board's approvals are included in the Declaration such as the maintenance of the emergency access (ie snow removal, installation of the barriers/ gates);

b. pay the mitigation fees;

c. pay for the required off-site improvements which include installation of sections of sanitary sewer lines.

7. The Developer agrees to maintain all public improvements at its own expense, and to dedicate them to the municipality when they are accepted, after full inspections and to the satisfaction of the Commissioner of Public Works. The Developer further agrees to grant to the Town of East Greenbush any necessary easements for the maintenance and/or operation of water, sewer, drainage and other improvements, as depicted on the subdivision plan, as well as enter into any required Stormwater Maintenance Agreement. For any public improvements accepted by the Town, the Developer agrees to provide a one-year warranty of said improvements in the amount of 20% of the cost of the improvements and to be provided in a form acceptable to the Town. The one-year period shall commence upon acceptance by the Town Board of said improvements.

8. The Town Board shall determine whether to accept dedication of the public facilities upon the completion of the public facilities such as the roadway, sidewalks, storm water control facilities and storm water conveyance facilities, water mains, sewer mains, and sanitary sewer pumping station, upon the approval of the Commissioner of Public Works, Planning and Zoning Department, Building and Codes Dept., and their Engineers. All dedication documents, deeds and title insurance shall be prepared by the

Applicant and submitted to the Town Attorney for approval.

9. Developer agrees that it will pay for all inspections and testing by the Town of East Greenbush personnel or Engineers, and will maintain satisfactory escrows, as specified by the Town or its Planning Board or Planning and Zoning Department, to pay all testing, engineering and legal requirements.

10. It is further agreed that a deed, with all accompanying documents for recording with the County Clerk, to the premises described as a public roadway, along with a dedication to the Town of East Greenbush of the roadway and all public improvements, e.g. sewer, water and stormwater for each section, shall be deposited by the Developer with the Town Attorney, prior to the filing of the subdivision map for that section. These documents shall be held in escrow and utilized when the roadway and infrastructure are accepted for dedication by the Town Board.

11. Commencing upon the start of any construction or installation of improvements on any Town property or rights of way, and at all times thereafter until completion of the work thereon, the Developer shall maintain and shall cause its contractors performing the work to maintain, public liability insurance covering death or bodily injury of not less than \$1,000,000.00 for one person and \$3,000,000.00 in the aggregate and property damage coverage with limits of not less than \$500,000.00, which insurance shall name the Town as an additional insured and Worker's Compensation insurance fully covering all persons engaged in the performance of such work.

**Comment [AY2]:** Director of Finance to review

12. The Developer acknowledges that the development will impact the Town's sanitary sewer system. The Developer acknowledges that the Town is undertaking improvements to upgrade the Town's sanitary sewer system, which have been designed to

address these potential impacts, and the Developer has provided an Engineers Report showing that capacity of approximately 3,089 lf of sanitary sewer main and related infrastructure will need to be increased ("Required Off-Site Sewer Improvements"). Developer has agreed to provide final design for the Required Off Site Sewer Improvements and further agrees to provide the Town sufficient funds in escrow to cover the Town's costs for a peer review of the final design as well as the required bid and construction phase services. Developer has agreed to provide a contribution for said improvements to the Town in the amount necessary for the bidding and construction of the improvements. Said payment will be made prior to the signing of the first section of the subdivision map by the Town of East Greenbush Planning Board Chairperson.

13. The Developer acknowledges that the Town's General Sewer District and Consolidated Water District will need to be extended to encompass the following properties: 155.-5-4.

14. If the Developer at any time fails to comply with any of the material terms of this agreement or any part of the requirements herein mentioned with respect to the construction of the highway or other improvements which are subject to this Agreement, then, upon notice to the Developer, as set forth herein, the Town may issue a Stop Work Order and require the Placement of a Letter of Credit or Performance Bond to guaranty completion of this phase of construction. The Town shall give notice to CLDZ, LLC in writing at 494 Western Turnpike, Altamont, NY 12009, that states:

- (a) The requirement, obligation or agreement that the Developer has failed to keep or the default that has occurred;
- (b) The action that Developer must take to correct the default; and
- (c) A date by which Developer must correct the default. That date must be at



least thirty (30) days from the date on which the notice is given.

15. The Developer is required to pay GEIS land development mitigation fees and agrees to pay such fees as required under Local Law 5 of 2018 and any subsequent amendments thereto. 18. The Developer agrees that a homeowners association (HOA) will be formed in accordance with applicable law. The HOA formation documents will be provided to the Town for review prior to their filing with the NYS Office of the Attorney General. The Developer agrees that the HOA will be responsible for annual and required seasonal maintenance of the following: the emergency access road as shown on Exhibit A to the satisfaction of the East Greenbush Fire District and Best Luther Fire District and Town Commissioner of Public Works; the common mailbox area, stormwater management practices, required open space areas (including the recreation area), permanent stormwater management facilities, wetland protection signage, and the emergency access roadway, sidewalks installed as part of the project, and trails.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**TOWN OF EAST GREENBUSH**

By: \_\_\_\_\_  
Jack Conway  
Supervisor

DRAFT

CLDZ , LLC

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

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

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF RENSSELAER)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the Instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF RENSSELAER )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared SCOTT SASO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the Instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the Instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

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\_\_\_\_\_  
Notary Public

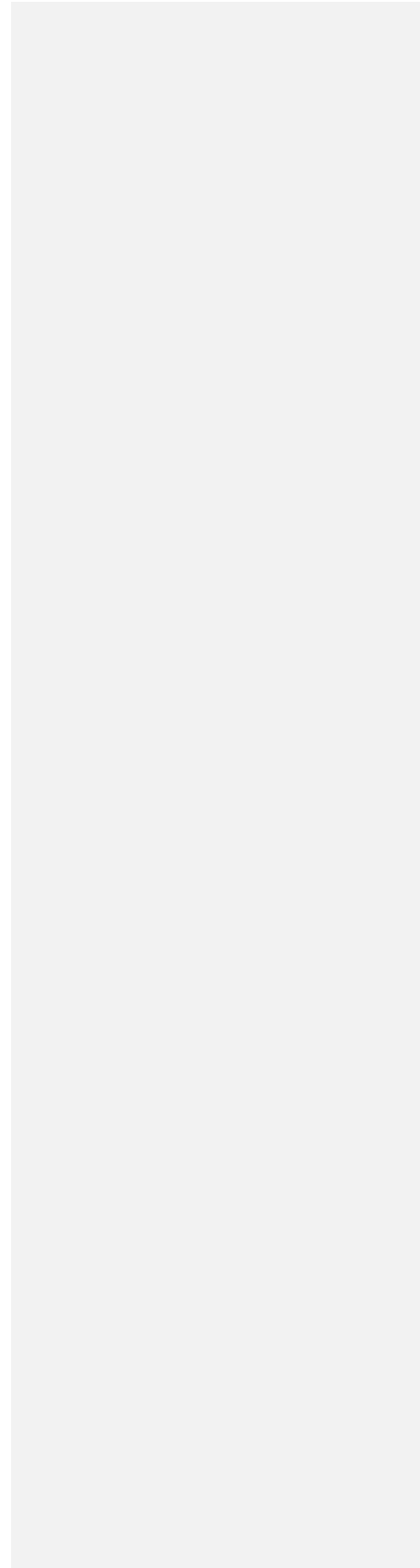
Comment [AY3]: UPDATE

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**EXHIBIT "A"**

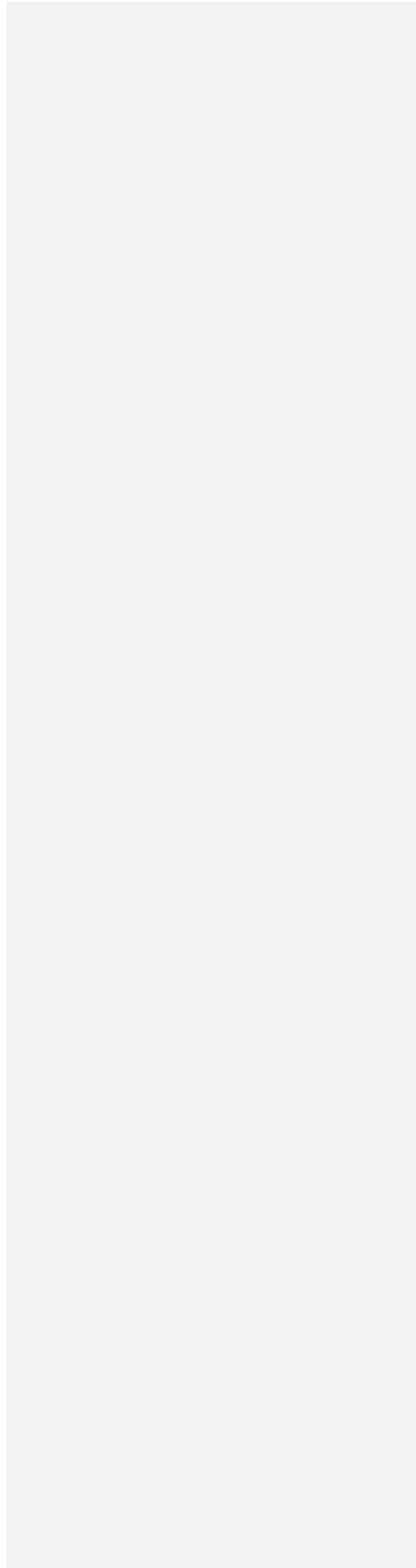
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**EXHIBIT "B"**

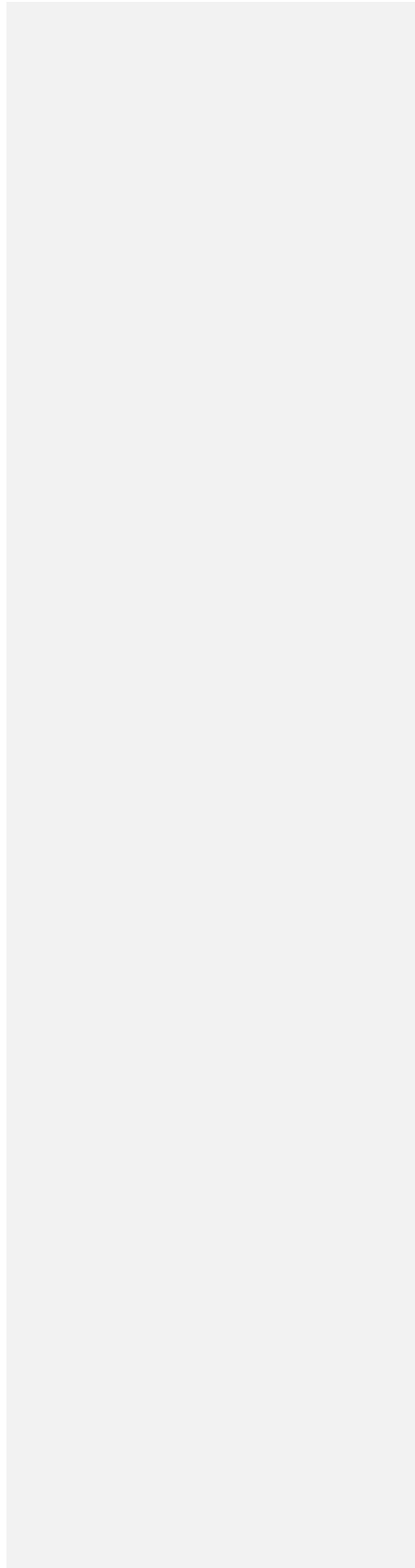
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**EXHIBIT "B"**

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**EXHIBIT "D"**

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