



Landmark Challenger LLC  
Melvin Farm

7621 Columbia Street, Suite 4, Cohoes New York 12047

## LETTER OF INTENT

### Under the Incentive Zoning Local Law of the Town of Lysander

April 5, 2023

Town Board of the Town of Lysander  
Lysander Town Hall  
8220 Loop Road  
Baldwinsville, NY 13027-1321

#### **Matter:**

Application for Incentive Zoning.

#### **I. Applicant/Representative:**

Landmark Challenger LLC, a New York limited liability company with address at 621 Columbia Street, Suite 4, Cohoes New York 12047-3866, is the title owner of the Project described below and the **Applicant** herein. Mario D'Arrigo, 7513 Morgan Road, Liverpool NY 23090, [md@darrigolaw.com](mailto:md@darrigolaw.com); 315-380-4081, is Applicant's **Representative** in connection with the submission of this Letter of Intent (LOI).

"Applicant" refers to Landmark Challenger LLC, and its successors and assigns of the whole or any part of the Project Parcels (defined below).

#### **II. Real Property Affected:**

To achieve the significant objectives of incentive zoning and the Lysander Comprehensive Land Use Plan (the preservation of farmland, open space, and scenic views) more particularly discussed below, the real property affected comprises two parcels totaling 292 acres originally owned by the Melvin Estate and currently owned by Applicant. More specifically, the real property affected by Applicant's proposed action is vacant land comprising two parcels separated by Hayes Road North, located southwest of New York State Route 370, of which 100 acres is to the east of Hayes Road North (Tax Map No. 064-03-02.1) (referred to as the 100-acre Parcel), and approximately 192 acres is to the west of Hayes Road North (Tax Map Nos. 060-01-23.0, 060-01-16.2, 060-01-18.0, 060-01-21.0 and 060-01-14.1) (referred to as the 192-

acre Parcel; both Parcels referred to as the Project Parcels). See composite tax map (the joining of tax map pages 60 and 64) attached as **Exhibit 1A** (all attached exhibits are expressly made a part of this LOI). As noted, title of the Project Parcels is in Landmark Challenger LLC.

### **III. The Project and Surrounding Areas:**

The Project Parcels are currently zoned AR-40 and would permit about 172 residential building lots as shown in the concept plan identified as **Conceptual Density Sketch Plan** attached hereto as **Exhibit 1B**. While the Seneca Knolls Treatment Plant (SKTP) is nearby, it is located on the west side of Barbara Lane, a private street owned by an individual, and the Project Parcels are therefore not currently served by public sanitary sewers but will be if this LOI is approved.

Also attached as **Exhibit 1C** is an Area Map showing the Project Parcels and its Incentive Zoning overlay, adjacent parcels; all properties, zoning districts, uses, subdivisions, streets, access, easements, watercourses, drainage facilities, buildings, structures, and other significant natural and built features within 300 feet of the Project Parcels.

### **IV. Action Requested by Applicant:**

#### **A. Incentive Zoning:**

Applicant seeks incentive zoning for its Project Parcels to permit residential uses and to establish all zoning requirements needed to permit development of the Project Parcels as set forth in this LOI, including without limitation, as shown on Exhibit 2. The primary incentive to be provided by Applicant is the construction of a pump station and force mains containing the components and constructed in accordance with the requirements set out in Exhibit 4 (together, the Pump Station), and as located as shown on the Concept Plan attached as Exhibit 2. Applicant agrees to commence construction of the Pump Station within **twelve months** following the Town Board adopting a Resolution granting the Incentive Zoning requested by Applicant in this LOI, or such later date as may be mutually agreed between the parties (Construction Commencement Date), subject to the terms and conditions set out in this LOI, and shall complete construction thereof within **six months** following the Construction Commencement Date, but no later than January 1, 2025, or such later date as may be mutually agreed between the parties (Completion Date). The period between the Board's grant of the incentive zoning and the Construction Commencement Date (as such Date may be extended as set out below) is referred to herein as the Due Diligence Period.

The Due Diligence Period, the Construction Commencement Date and the Completion Date may be extended by mutual agreement of the Town Board and the Applicant (extension by agreement). Any such extension by agreement shall be in writing and signed by the Applicant and the Town Supervisor, and upon signature of said writing by the Supervisor, the extension shall be in full force and effect in the same manner as if the agreed extension date(s) were set out in this LOI.

The Due Diligence Period, the Construction Commencement Date and the Completion Date are automatically extended in the event of a court action challenging or otherwise seeking to review the Town Board's action in granting the Incentive Zoning as set out in Section V(C)(1), below (extension by legal action(s)).

1. Posting a Security Bond.

Upon the grant of the incentive zoning sought by Applicant pursuant to this LOI, Applicant will post a Bond with the Town in the amount of **\$1,622,800** (the estimated sum to construct the Pump Station) as security for the construction of the Pump Station, which Bond may be called by the Town under the terms and conditions set out in this LOI if Applicant does not commence construction of the Pump Station by the Construction Commencement Date, or completes construction thereof by the Completion Date, as such Dates may be extended by agreement or legal action(s).

“Post(ing) a Bond with the Town” is agreed to mean the deposit with the Town Clerk of the Town of Lysander of a security Bond for \$1,622,800 in form and substance acceptable to both the Town and Applicant. The acceptance of the Bond by the Town Clerk shall be deemed conclusive evidence that both the Applicant and the Town have agreed that the deposited Bond is acceptable in form and substance.

“Town” is agreed to mean the Town Board, the Town Supervisor, the Town Clerk or Town agencies as context may require.

2. Notice to Town of Failure to Obtain Approvals shall Nullify the Bond.

During the Due Diligence Period, as such Period may be extended by agreement or legal action(s), Applicant shall seek to obtain all approvals from the appropriate federal, State, County and local governments and agencies for the residential uses set out in LOTS 1, 3, and 5 (Exhibit 2), including without limitation as applicable, approvals from the Planning Board of the Town, the New York State and Onondaga County Departments of Transportation, Onondaga County Health Department (for sanitary sewer and water), Onondaga County Water Authority, the Seneca Knowls Treatment Plant, the Syracuse Onondaga County Planning Agency, New York State Department of Environmental Conservation, Onondaga County Industrial Development Agency, and the U.S. Army Corps of Engineers (the Approvals). In the event Applicant gives *written notice* to the Town on or before the Construction Commencement Date, as such Date may be extended by agreement or legal action(s), that Applicant has not obtained all Approvals deemed by Applicant to be necessary in its discretion, including without limitation as applicable, any of the specific approvals listed above, by *such notice* to the Town the Bond shall be deemed and shall be null and void and of no legal effect. Such notice may be given by Applicant (1) by first class mail addressed to the Town Clerk of the Town at the formal address of the Town offices and shall be effective upon deposit of the envelope containing the notice in a depository of the US Post Office, or (2) by any other reasonable means designed to provide such written notice to the Town. Upon the giving of such notice, the rights, duties and obligations of the parties under this LOI shall cease and terminate, and neither party shall be liable to the other party for any matters under, associated with, or related to, this LOI.

3. Notice to complete Construction; Cure Default.

In the event Applicant has timely commenced construction of the Pump Station but fails to finish such construction by the Completion Date, as such Date may be extended by agreement or legal action(s), the Town shall not call the Bond unless and until (1) the Town shall have given Applicant written notice (by any reasonable means) of its intent to call the Bond, and (2) by such notice, the Town shall give

Applicant an opportunity to complete construction of the Pump Station within sixty (60) days from the date Applicant receives such notice and thereby cure the default. If Applicant then fails to complete construction of the Pump Station after said sixty (60) days, the Town may then call the Bond to complete construction of the Pump Station.

**B. Zoning Uses:**

The lands which comprise the Project Parcels (Exh. 1) are part of the Incentive Zoning Overlay of the Comprehensive Land Use Plan of the Town (Town of Lysander, NY, Part II General Legislation, Chapter 320, Zoning, Article XXVII), referred to as the Incentive Zoning Law. Applicant seeks zoning of the Project Parcels which will permit the following uses as of right:

1. Residential Use.

Applicant seeks zoning to build apartments, townhouses, and residential building lots in LOTs 1, 3 and 5 as shown in the **Concept Plan** attached hereto as **Exhibit 2**. The breakdown of the residential uses is as follows:

In LOT 1, 134 Senior apartment units in four multiple family dwelling buildings (Buildings #1, #2, #3 and #4 in Exhibit 2), being three stories with mezzanine, comprising 33 apartments per building;

In LOT 1, 168 garden market rate apartments in 24 multiple family dwelling buildings (numbered 1 through 24 in Exhibit 2) with garages, being 2½ stories, each comprising seven apartment units;

In LOT 1, 105 market rate apartments in three multiple family dwelling buildings (Buildings A, B and C in Exhibit 2) being 3-story apartment buildings, each building comprising 35 apartments;

In LOT 3, 164 townhouse units as shown in Exhibit 2, the exact number of buildings and configuration thereof to be determined prior to or in conjunction with site plan or if needed, subdivision approval by the Planning Board;

In LOT 5, 17 single family residential building lots in the 100-acre Parcel, with an entrance on Hayes Road North, the lots being numbered 1 through 17 and having the dimensions set out in Exhibit 2; and

Club House and swimming pool as shown in Exhibit 2.

The maximum number of residential units (apartments, townhouses and residential lots) for which Applicant seeks incentive zoning will not exceed 590.

2. Specific commercial Use (Permitted under current Zoning).

A solar farm will be situated in the 100-acre Parcel, marked as LOT 4, being a total of 43.1 acres, including access onto NY Route 370 by way of a gravel driveway. See also **Exhibit 2A** for details of the

solar farm. The solar farm is permitted under the current zoning of R-40 and does not require a variance or zone change. Applicant intends to submit its application for the solar farm to the Planning Board in the near future. Therefore, other than the solar farm being a part of the SEQR determination by the Town Board, no zoning action is required for the solar farm from the Town Board, and the LOI does not apply to the solar farm.

3. Details of the Residential Project.

The residential zoning use of the Project Parcels sought by Applicant will have the following features as noted on the Project Plan (Exh. 2):

a. 407 Apartment Units.

The 407 apartments are the core of the residential use sought by Applicant, comprising one hundred sixty-eight (168) market rate garden apartments with attached garages, 134 senior units (over 50 years old), and 105 other market rate apartment units. A rendering of the elevation of the garden apartments (168 units) is attached hereto as **Exhibit 3A**; Photographs of typical senior and other apartments showing their elevation are attached hereto as **Exhibit 3B**. To minimize any impact on the southeast vistas along NY 370 (the land slopes down southeasterly), most of the apartment buildings will be built more-or-less parallel with and located minimally 600 feet from the southwesterly boundary of NY 370 to the northwesterly edge of the apartment buildings' swimming pool as shown in Exhibit 2. The street fronting the apartment units and utilities within the easements will be constructed/installed by Applicant at its cost and expense, and the street and easements will be dedicated to and accepted by the Town.

b. 164 Townhouse Units.

Applicant seeks townhouse zoning to develop LOT 3 into 164 Townhouse units, the exact configuration and number to be determined at the Planning Board approval stage. The street(s) created by the development of LOT 3 and utilities within the easements will be constructed/installed by Applicant at its cost and expense, and the street(s) and easements will be dedicated to and accepted by the Town.

c. Residential Building Lots.

Applicant will develop LOT 5 into 17 single family lots in one cul-de-sac with access on Hayes Road North, of size and configuration as shown in Exhibit 2. The new street created by the subdivision of the land and utilities within the easements will be constructed/installed by Applicant at its cost and expense, and the street and easements will be dedicated to and accepted by the Town.

d. Other Residential Zoning Requirements

The other zoning requirements, including those addressing residential unit density, lot coverage, parking, setbacks, heights, floor area, and buffer zones and other zoning requirements to be established in this LOI under Incentive Zoning are set forth in the Legend of Zoning Requirements set out in Exhibit 2, and separately attached to this LOI as **Exhibit 2B**.

e. Open Space.

The areas highlighted in green in Exhibit 2 (LOTS 6 and 7) will be conveyed to and controlled by a land trust entity. Restrictions will be placed on the open lands to remain forever wild for non-vehicular recreational use (hiking, e.g.) by town residents through an environmental covenant that will run with the land. The parties acknowledge that LOT 7, through which will be constructed a sewer main from Barbara Lane to the intersection of the easterly boundary of LOT 7 and the southerly boundary of LOT 3, as generally located on Exhibit 2, will not be conveyed by Applicant until after the sewer main has been constructed, the easement within which the sewer main is constructed has been conveyed to the Town, and the Town has accepted dedication of the easement and sewer main, and any such conveyance will reserve rights in the Town for the sewer main, including but not limited to vehicular access.

The 500-foot strip of land along NY 370 (LOT 2 in Exh. 2) has a conservation easement on it and has been leased to and farmed by a local farmer. This strip, comprising some 15 acres, will be retained by the Applicant for farm use leasing or for future conveyance to a third party subject to the conservation and other easements encumbering said LOT 2.

The Project Parcels, when developed to their fullest extent, have adequate sewer, water, transportation, waste disposal and fire-protection facilities to handle the additional demands of the residential uses granted as of right under this LOI.

5. LOI Revisions.

This LOI may be amended without further action of the Town Board provided the uses remain the same or are substantially similar to those described in this Section IV(B), the number of total residential units (590) is not increased, the amenities provided in this LOI are not reduced or infringed, the zoning requirements set forth in Exhibit 2 are not changed, and any such amendment does not frustrate the purposes or goals of the Incentive Zoning.

**V. Timeline for Residential and Solar Farm Development:**

**A. Development strategies.**

1. Due diligence Period.

During the Due Diligence Period, as such Period may be extended by agreement or legal action(s), Applicant will proceed to obtain all approvals from all Town, County and State agencies deemed necessary by Applicant in its discretion, (i) for the residential uses set out in LOTS 1, 3, and 5, and (ii) approvals from the Onondaga County IDA for financial assistance including a PILOT acceptable to Applicant for the apartments (LOT 1) and the townhouses (LOT 3) if developed as rental units. (All such approvals are referred to as the Approvals).

As stated under IV(A)(2), above, in the event Applicant gives *written notice* to the Town on or before the Construction Commencement Date, as such Date may be extended by agreement or legal action(s), that Applicant has not obtained all such Approvals deemed by Applicant to be necessary in its

discretion, by *such notice* to the Town the Bond shall be deemed and shall be null and void and of no legal effect.

### **B. Commencement and Completion of Construction of the Pump Station.**

In the event Applicant timely obtains the Approvals it deems necessary, Applicant shall commence construction of the Pump Station on or before the Construction Commencement date, as such Date may be extended by agreement or legal action(s), or on any other date mutually agreed upon. Upon commencement of such construction, the condition set out in IV(A)(2), above, shall be deemed satisfied and of no further effect.

“Commence construction” of the Pump Station as used in the prior paragraph is defined to mean that equipment has been mobilized on site and construction activity has begun.

“Completion of Construction” of the Pump Station is defined to mean the Pump Station has been completed in accordance with the requirements set out in Exhibit 4 as certified by Applicant’s Engineer and the gravity sewer has been completed from the Pump Station to within 20 feet from the westerly boundary of NYS Route 370. Upon such completion of construction, the Bond shall be cancelled and shall be null and void and of no legal effect, and further, upon such Completion the Town acknowledges that Applicant has gained vested rights to complete the full development of the Project Parcels as set out in this LOI.

### **C. Court Challenges:**

#### **1. Automatic Extension of Due Diligence Period During any Legal Action.**

In the event the Town Board grants the Incentive Zoning requested in this LOI and any person(s) thereafter commences any legal action(s) in any court(s) of competent jurisdiction challenging or otherwise seeking to review the Town Board’s action in granting the Incentive Zoning, the Construction Commencement Date and the Completion Date shall be extended by the number of days that such legal action(s) shall remain active and until it shall be judicially concluded and terminated, including the exhaustion of any and all appeals (extension by legal action(s)).

#### **2. Right to Abandon Incentive Zoning During legal Action(s).**

At any time during any such extension by legal action(s) as provided in the previous paragraph, Applicant shall have the right and option to abandon the Incentive Zoning granted by the Town Board by giving written notice thereof to the Town and upon delivering such notice to the Town, the Bond shall be cancelled and shall be null and void and of no legal effect, and the Applicant shall have no further liability to the Town or any third party beneficiaries in connection with or related to the Incentive Zoning or this LOI.

#### **3. No Liability Due to any Delay by Agreement or Legal Action(s).**

In the event of any delays by agreement or by legal action(s), or the abandonment of the Project, the Applicant shall have no liability to the Town, any third-party beneficiaries of this LOI or any third

parties, and the Town, Applicant, any such third-party beneficiaries and any third parties each release each other from any and all such liability of any nature or kind.

**VI. Proposed Amenities and Benefits to the Community:**

The Applicant proposes amenities which will benefit the Town and the community as follows:

**A. Primary Benefits:**

1. Expandable Sanitary Sewer Facilities for Future Expansion.

The Project Parcels will be served with public sewers through the Seneca Knolls Treatment Plant, and public water through the Onondaga County Water Authority. While public sewers have been provided to the west of the Treatment Plant, the Project Parcels will be the first to have public sewers east of the Treatment Plant. The significance of this is that by appropriately sizing the expandable sewer Pump Station and the force mains to it, the Town will have the later ability to extend public sewers easterly from the Pump Station to some of the existing subdivision communities, and northerly to Palmer Elementary School. Equally significant, the Town will have the later ability to extend sewers to the communities along the Seneca River which have been on septic systems (of various degrees of functionality) for many years and may be significant sources of pollution of the River.

The Pump Station, to be constructed by Applicant at its cost and expense, includes an expandable sewer pump station and sewer force mains from SKTP to the proposed pump station, as shown in Exhibit 2, under the conditions set out above, within the parameters and requirements set out in **Exhibit 4**. The Town acknowledges that actual construction methods used may differ from those estimated for any one or more components of the work.

The duties and obligations of Applicant under this LOI to construct the Pump Station are subject to and conditioned upon the proper authorities that control SKTP granting timely permission and approval of the extension of the sewers as provided in this LOI.

It is noted that Applicant has attempted to negotiate with the owner(s) of the land to the south of and contiguous to the Project Parcels for easements to locate the Pump Station, for part of the force main leading to it, and for future use by the Town, all as shown in Exhibit 2 and more particularly identified in Section 2 (Sewer Easements), below. Applicant's negotiations with the owner(s) are ongoing and if successful said easements will be conveyed to the Town following completion of the infrastructure within said easements.

In the event Applicant does not obtain such easements from the owner(s), the Town will take whatever measures are necessary to obtain the appropriate easements, including the Town's power of condemnation, provided the Applicant agrees to pay for the Town's costs in connection with the exercise of said power.

The cost estimates for the Pump Station and force mains are attached hereto as Exhibit 4 (see also Pump Station Construction Cost Estimate Narrative which is a part of Exhibit 4) and provide capacity for the residential uses intended by this LOI as well as other uses including Palmer Elementary School. The



expandable sewer capacity will permit the Town to expand the capacity of the Pump Station to beyond the numbers set out in Exhibit 4 as the Town may determine. The sewer system is currently anticipated to cross Barbara Lane at the entrance to the SKTP.

The Applicant also agrees to construct at its cost and expense the gravity sewer lines from the Pump Station easterly along Hayes Road North to within 20 feet from the westerly boundary of NYS Route 370. Applicant agrees to permit the Town or the school district to tap into said gravity sewer to provide sewers to Palmer School at the Town's or the school district's cost and expense. Expansion of the Pump Station, and all force mains and gravity sewer lines distributed from the expanded Pump Station for the Town's benefit shall be the Town's responsibility and all cost and expenses other than those incurred by Applicants in constructing the Pump Station per Exhibit 4 and gravity sewer along Hayes Road North, shall be borne solely by the Town, and no such costs and expenses or special assessments related thereto shall be assessed against the Project Parcels.

## 2. Sewer Easements.

Applicant will grant to the Town sewer easements as follows:

A 30-foot-wide sewer easement within LOT 7 (Exh. 2), located 15 feet on either side of the actual location of the installed force main, from Barbara Lane to the intersection of the easterly boundary of LOT 7 and the southerly boundary of LOT 3, as generally located on Exhibit 2 or as otherwise mutually agreed by the parties;

Applicant will attempt to procure from the owner(s) or the land contiguous to and to the south of the Project Parcels (see discussion above at section VI(A)(1)), and convey to the Town, a 30-foot-wide sewer easement (15 feet on either side of the installed force main) from the intersection of the easterly boundary of LOT 7 and the southerly boundary of LOT 3 (as described above) to the pump station on the easterly side of Hayes Road North;

Applicant will attempt to procure from the owner(s) of the land to the south of the Project Parcels (see discussion above at section VI(A)(1)), and convey to the Town an easement for the pump station, being 100 feet along Hayes Road North by 100 feet perpendicular to Hayes Road North, generally as located on Exhibit 2;

Applicant will attempt to procure from the owner(s) of the land to the south of the Project Parcels (see discussion above at section VI(A)(1)), and convey to the Town, a 30-foot-wide gravity sewer easement on the east side of Hayes Road North from the pump station to the intersection of Hayes Road North with the south-easterly boundary of LOT 5 (Exh. 2); and

Applicant will attempt to procure from the owner(s) of the land to the south of the Project Parcels (see discussion above at section VI(A)(1)), and convey to the Town, a 30-foot sewer easement from the pump station in a southeasterly direction to the southwest corner of LOT 6, then southerly, easterly, southerly and easterly to said owner(s)'s westerly border as generally shown in Exhibit 2, so that the Town may later extend sewers easterly from the Pump Station to existing and future residential subdivisions.

The above easements will be dedicated to and accepted by the Town. The Town shall provide to

the Applicant at no cost, access to any Town-owned or controlled lands, including the Hayes Road North right-of-way, which are needed or appropriate for the Applicant to construct the required sewer and water improvements set forth in this LOI.

3. *Benefit to Palmer Elementary School.*

It is public knowledge that Palmer School utilizes a private septic system for its sanitary sewer needs and that the system is coming to the end of its life cycle. As such, it will need to be replaced in the next few years unless it is connected to a public sanitary sewer system. By Applicant building the Pump Station and force mains to it and extending the gravity sewers to within about 20 feet from the intersection of Hayes Road North and NY Route 370, Palmer School may connect to the proposed sewer system at significant savings to the school district and the Town.

4. *Dedication of Easement crossing Barbara Lane to Town.*

As previously noted, Barbara Lane is a privately owned street at the SKTP entrance and Applicant will be working with the owner of the street to purchase an easement to cross the street with the sewer force main to achieve the benefits of the over-sized sewer facilities. The easement will be dedicated to and will be accepted by the Town. In the event the owner of the fee of Barbara Lane refuses to grant the easement following the Applicant's best financial offer, or at Applicant's request, the Town will take whatever measures are necessary to obtain the appropriate easement, including the Town's power of condemnation, provided the Applicant agrees to pay for the Town's costs in connection with the exercise of said power.

5. *Offer of Easement/Fee Along the Westerly Boundary of LOT 7.*

At any time prior to conveyance of title to LOT 7 to a land trust, the Town may notify Applicant of its intent to have Applicant convey to the Town an ingress/egress easement or the fee, of a strip of land thirty (30) feet wide bordering on the westerly boundary of LOT 7 from its northerly boundary to the southern tip of LOT 7. Within thirty days thereafter Applicant shall convey such easement or fee, as the Town directs, to the town or its designee.

**B. Secondary Benefits:**

1. *Conservation Easement Impressed on the 500-Foot Strip.*

The 192-acre Parcel (Exh. 2) includes within its boundaries a 500-foot strip of land along NY 370 (Exh. 2, LOT 2) upon which the Zoning Map adopted by the Town impressed a conservation easement. The conservation easement will additionally burden LOT 2 in accordance with a Declaration of Easement in form and substance identical to that attached hereto as **Exhibit 5**. The effect of the enhanced conservation easements will be to restrict its use to farming and limited farm-related recreational uses (with the option to allow the strip to lie fallow), to remain forever free of permanent structures. By prohibiting permanent structures on LOT 2 and due to the sloping nature of the Project property toward the Seneca River, the view shed along NYS Route 370 south and southwesterly will be protected and unimpaired (or minimally impaired) by the development of the Project.

2. Blending Farming and Residential Living.

It is anticipated that Applicant will continue leasing (or conveying) the 15 acres comprising the 500-foot strip along NY 370 (LOT 2) for farming use. Currently and in recent years the strip has been leased to a local farmer (who maintains a retail facility across the street) upon which land said farmer grows strawberries sold to the public on a pick-your-own basis, and other crops. The strip will not only ensure the protection of the views from Route 370 south and southwesterly (see discussion above) but will also blend farming and residential living as promoted by the Comprehensive Land Use Plan of the Town. LOT 2 shall be burdened with a restrictive covenant (Exh. 5) which will run with the land and favor farm use.

3. Utilizing Natural Features.

The Project Parcels take advantage of natural features of the land (sloping downward southeasterly) in laying out the apartment buildings, the townhouses, the residential building lots, and the solar farm. These uses will be shielded from other developments by LOTs 6 and 7 which will remain forever wild. The woods and the wetlands within LOTs 6 and 7 support a variety of wildlife which local residents and the wider community may utilize and enjoy.

4. Retaining Open Space and Farming Activities.

As noted, the Project provides significant open space for use by community and local residents. The western portion of the 192-acre Parcel (LOT 7) and the southeastern portion of the 100-acre Parcel (LOT 6) have dozens of acres of wetlands, trees, and shrubs for various recreational activities. The Project may also be unique in the Central New York area in that in addition to the open space set aside for recreation, farming activities on LOT 2 will add to the open spaces provided by the Project while preserving some valuable farmland in the community.

**C. Monetary Value of Benefits:**

Some of the benefits conferred on the community by the Project cannot be evaluated in monetary terms. These include dozens of acres of forever-wild open lands and forest to be conveyed to and owned by a land trust, integration of farming and residential communities, and preservation of the beautiful vistas south and southwesterly toward the valley. Other benefits will have economic values as follows:

1. Cost of Pump Station/Force Mains.

As noted in Exhibit 4, the Pump Station (including the force mains from SKTP to the pump station) is anticipated to cost the Applicant \$1,622,800, which will benefit the Town and the community by said amount. That is, the Town gets a benefit of at least \$1,622,800 since it would have to spend at least that amount to bring sewers to a point where sewers can be constructed easterly, to the River communities, and to Palmer School. Additionally, Applicant will install about 2,400 linear feet of gravity sewer northerly along Hayes Road North to within 20 feet of the westerly boundary of NYS Route 370, at which point Palmer School may connect its sewer line, at an additional saving of about \$360,000, the estimated cost of constructing the 2,400 feet of gravity sewer to within 20 feet of NY Route 370.

All infrastructure related to sewers and their accompanying easements will be dedicated to and accepted by the Town.

2. *Benefit to Baldwinsville School District.*

As previously noted, Palmer Elementary School operates on a septic system that will fail in the next few years. Applicant's construction of the Pump Station and force mains to it, and Applicant's expansion of gravity sewer lines northerly as noted in the previous section, will permit the School district to have public sewers without the School District/Town incurring millions of dollars for construction of a direct sewer connection to the SKTP.

3. *Cost of Easement to Cross Barbara Lane.*

One of the obstacles in extending sewers easterly of the SKTP has been Barbara Lane, a privately owned street from the last house on the east side of Barbara Lane, southerly toward the Seneca River. Any sewer system designed to serve the communities east of the SKTP must cross Barbara Lane. The cost to Applicant to obtain the crossing easement is estimated to be \$25,000 or more unless the owner of the private street refused to grant such an easement. Under such circumstances, as noted above, the Applicant will agree to pay the Town's cost for exercising its power of condemnation.

4. *Cost of Easements Obtained From the Owner(s):*

As noted, Applicant is negotiating with the owner(s) of the lands contiguous to and south of the Project Parcels (see Exh. 2) to purchase the easements addressed in section VI(A)2, above. If the negotiations are successful, the easements will be conveyed to the Town following the construction of the Pump Station and the sewer lines within the easements. The value and benefit to the Town will be the amount of the contract price paid by Applicant to the owner(s) of the land, notice of the sum of which will be conveyed to the Towns after it is paid by Applicant. Alternatively, if the Town uses its power of condemnation, the value and benefit to the Town will be the costs reimbursed to the Town by Applicant in connection with the exercise of said power.

5. *Electric Service for the Pump Station.*

National Grid has previously (some years ago) estimated to Applicant's predecessor that providing 3-phase power to the sewer Pump Station will cost a sum in excess of \$80,000.

**D. Additional Considerations:**

Applicant acknowledges that the Town will/may incur engineering fees in connection with the approval process of this LOI, and upon the Town's request, the Applicant will deposit with the Town sums deemed reasonable and appropriate by the Town to cover all engineering and attorney fees.

**VII. The Project Advances the Policies and Goals of the Comprehensive Land Use Plan:**

With the above in mind, the proposed Project achieves some of the objectives of the Land Use

Plan as follows:

**A. Preservation of Open Space and Farmland:**

It is noted that an informal survey of the public by the Land Use Committee during the preparation of the Comprehensive Land Use Plan demonstrated that retaining agricultural land and retaining open spaces were the two top priorities to the Lysander community, in the order listed.

The Project will retain farming activities along NYS Route 370 and blend such activities with the residential community adjoining it. Retaining farmland will also provide open lands in addition to the open spaces provided within the Project itself, thereby achieving the top two priorities.

**B. Natural Resources:**

The design of the Project takes advantage of the physical characteristics of the land and avoids disturbing any waterways or wetlands (except for a possible nationwide permit related to the solar farm on the 100-acre Parcel), while giving the residents the opportunity to enjoy these natural resources.

**VIII. Conclusions:**

Applicant believes that the current Project uniquely takes advantage of the natural characteristics of the land, preserves and blends farming activities with the residential communities, preserves the scenic views in the area, provides needed housing, and further provides the Town with the ability to extend public sewers easterly and northerly to Palmer Elementary School and to current residents and future communities.

It is a Project that meets, and in some respects surpasses, the goals and policies of the Town's Comprehensive Land Use Plan.

**IX. Verification:**

The undersigned Representative, Mario D'Arrigo, states under penalty of perjury that to the best of his knowledge, after due inquiry, the statements contained in this LOI are true and correct.

Dated: April 5, 2023

Respectfully submitted,  
LANDMARK CHALLENGER, LLC

By:   
Mario D'Arrigo, Representative

Attachments List and Supervisor Signature, Next Page:

- Exhibit 1A: Composite Tax Map of the 192-acre and 100-acre Parcels
- Exhibit 1B: AR-40 Zone Conceptual Density Sketch Plan (Full size Plans to be submitted)
- Exhibit 1C: Area Plan (Full size Plans to be submitted)
- Exhibit 2: Concept Plan (Full size Plans to be submitted)
- Exhibit 2A: Sketch Plan for Solar Farm on LOT 4
- Exhibit 2B: List of Zoning Requirements
- Exhibit 3A: Elevation of Typical Garden Apartment Buildings
- Exhibit 3B: Photos with elevations of Senior and Market Rate Apartments
- Exhibit 4: Pump Station/Sewer System Cost Analysis
- Exhibit 5: Declaration of Easement on 500-foot Strip

Supervisor Signature:

*Approved by the Town Board of the Town of Lysander, NY, by Resolution dated \_\_\_\_\_, to which this LOI is attached, and signed by the Supervisor pursuant to the authority granted to him by said Resolution, this \_\_\_ day of \_\_\_\_\_, 2023.*

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Robert A. Wicks, Supervisor