

Marcellus Town Board
Regular Meeting
Wednesday, March 2, 2022
6:30 PM

Call To Order

Salute to Flag

Mask Policy

PH – Local Law #1 – Double Utility Poles

1. Waive the Reading and Accept the Minutes

11. Approve Monthly Activity

111. OLD BUSINESS

- A. Adopt Local Law #1
- B. Reserves/Fund Balances
- C. Prices for Trash days/Electronics
- D. Shred Day

1V. NEW BUSINESS

- A. Approve New Board of Assessment Review Member
- B. Reserve Request for Recreation
- C. Pilot Agreement with Village

V. COMPREHENSIVE PLAN

VI. TOWN HALL

V11. DISCUSSION AGENDA

V111. ADJOURNMENT

Future Meeting Dates:

Planning/Zoning Board - Monday, March 7, 2022 – 6:30 pm – Town Hall

Town Board Workshop Meeting - Wednesday, March 16, 2022 – 6:30 pm – Town Hall

Town Board Meeting - Wednesday, April 6, 2022 - 6:30 pm – Town Hall

**TOWN BOARD RESOLUTION
ENACTING LOCAL LAW __-2022
TOWN OF MARCELLUS**

At a regular meeting of the Town Board of the Town of Marcellus, held at the Town Hall, 24 East Main Street, in said Town, County of Onondaga, State of New York, on March 2, 2022, at 6:30 P.M., there were:

PRESENT:	Karen Pollard	Town Supervisor
	Jamie Curtin	Councilor
	Gabe Hood	Councilor
	Terry Hoey	Councilor
	Laurie Stevens	Councilor

WHEREAS, the following resolution was offered by Councilor _____, who moved its adoption, seconded by Councilor _____, to wit:

WHEREAS, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled Local Law No. __-2022, "A Local Law Amending The Code Of The Town Of Marcellus To Include Chapter 99, Double Utility Poles" was presented and introduced at a regular meeting of the Town Board of the Town of Marcellus held on February 2, 2022; and

WHEREAS, a public hearing was held on such proposed local law on this 2nd day of March, 2022, by the Town Board of the Town of Marcellus and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Town Board of the Town of Marcellus in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

WHEREAS, the enactment of Proposed Local Law No. __-2022 has previously been determined to be an Unlisted Action and will have no significant adverse impact on the environment thus concluding the SEQR review process; and

WHEREAS, it is in the public interest to enact said Proposed Local Law No. __-2022.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Marcellus, Onondaga County, New York, does hereby enact proposed Local Law No. __-2022 as Local Law No. __-2022 as follows:

**"TOWN OF MARCELLUS
LOCAL LAW __ - 2022**

**A LOCAL LAW AMENDING THE CODE OF THE TOWN OF MARCELLUS
TO INCLUDE CHAPTER 99, DOUBLE UTILITY POLES**

BE IT ENACTED by the Town Board of the Town of Marcellus as follows:

Section 1. Legislative purpose and intent.

The Town Board hereby finds that double utility pole conditions are a problem through the Town of Marcellus. The Town Board finds that the incomplete transfer of utilities and failure to remove old utility poles pose safety and aesthetic concerns for the Town and its residents. Double utility pole conditions clutter and obscure visibility on sidewalks and roadways. They are also unnecessary eyesores on Town streets, obstructions for pedestrians and detriments to local aesthetics.

The Town Board also finds that public safety can be compromised when utility lines and equipment remain affixed to utility poles that weathered or otherwise are damaged. The Town Board finds further that there is often an unreasonable delay of months to years before responsible utility providers relocate their equipment and remove weathered or damaged utility poles.

The Town Board finds and determines that local governments have the authority to regulate their highways, streets, roads and rights-of-way to protect the public.

The Town Board finds and determines that the interest of the public is best served by cooperation and communication between public utilities and the Town.

Therefore, the purpose of this Chapter is to require utilities that use the Town of Marcellus highways, streets, roads and rights-of-way to promptly remove their plants, cables, lines, equipment and terminals from old and damages poles and to further require the prompt removal of double poles once all plants, cables, lines, equipment and terminals have been removed from said poles.

Section 2. Authority.

This local law is enacted pursuant to the New York State Constitution and New York Municipal Home Rule Law §10.

Section 3. Amendment of the Code of the Town of Marcellus to Include Chapter 99, "Double Utility Poles."

The Code of the Town of Marcellus is hereby amended to include a new Chapter 99, titled "Double Utility Poles," which shall read as follows:

"Chapter 99. DOUBLE UTILITY POLES

§ 99-1 Definitions.

DANGEROUS/DAMAGED POLE

Any utility pole or any portion thereof that is structurally compromised due to weather, a traffic incident, and/or age and poses a potential threat to public safety.

DOUBLE UTILITY POLE CONDITION

Any utility pole which is placed in close proximity to another utility pole.

PLANT

The transformers, terminals, conductors, utility boxes, wires, cables, lights, antennae and any other fixture used for the transmission of utilities and attached or affixed to a utility pole.

PUBLIC UTILITY

Any corporation, authority or other entity that provides electric, telephone, cable television or other service, including telecommunications service, to the residents of the Town of Marcellus.

§ 99-2 Street opening permit required.

No person, firm or corporation shall place or erect any pole for any purpose on any Town highway, street, road or right-of-way or change the location of any existing pole on any Town highway, street, road or right-of-way, without first having obtained a street opening permit from the Department of Public Works Superintendent. Application for a permit under this sections hall be made upon a form provided by Department of Public Works Superintendent and upon payment of a permit fee to be set by resolution of the Town Board.

§99-3 Removal of Dangerous/Damaged Utility Poles.

- A. When the Department of Public Works Superintendent, or his or her designee, determines that a utility pole on a Town highway, street, road or right-of-way is damaged or otherwise poses a potential threat to public safety, the Department of Public Works Superintendent shall provide written notice to the pole owner and any public utility with a Plant on the damaged pole that the pole must be repaired, replaced or removed within 15 days or such shorter reasonable time period as may be necessary to protect the public safety.
- B. It shall be the joint and several obligation of the pole owner and any other public utility maintaining a Plant on the Dangerous/Damaged Utility Pole to repair, replace or remove the Dangerous/Damaged Utility Pole within 15 days or such other reasonable period designated by the Department of Public Works Superintendent.

§ 99-4 Double Utility Pole Conditions prohibited.

- A. When a public utility installs a utility pole which is directly next to or in close proximity to another utility pole on a Town highway, street, road or right-of-way, the public utility shall, within 30 days of installation of the new pole, provide written notice all other public utilities maintaining a Plant on the existing pole that a new pole has been installed and that the Plant on the existing pole must be relocated to the new pole within 90 days of the date of the notice. A copy of such written notice shall be simultaneously transmitted to the Department of Public Works Superintendent.
- B. It shall be the joint and several obligation of the public utility installing the new pole and any other public utility maintaining a Plant on the existing pole to remove the existing pole within 30 days after installation of the new pole.

§ 99-5 Extensions of time.

- A. Notwithstanding any provision of this Chapter to the contrary, the Department of Public Works Superintendent may extend the timeframe of any action under this Chapter for an additional period not exceeding the original statutory timeframe set forth in this Chapter.

The public utility shall make a request for an extension in writing to the Department of Public Works Superintendent prior to the expiration of the timeframe contained in the original written notice, together with the basis for the request. The Department of Public Works Superintendent shall determine whether the request for extension should be granted or denied, and provide a written response to the public utility.

- B. In the event of an emergency that affects the repair, replacement, removal or installation of utility poles or Plants, the Department of Public Works Superintendent may temporarily suspend the deadlines described above for periods not exceeding 30 days.

§ 99-6 Penalties.

- A. Any person, firm, corporation or public utility convicted of a violation of the provisions of this Chapter shall be guilty of a violation, as follows: a first conviction is punishable by a fine not exceeding \$500; a second or subsequent conviction is punishable by a fine not exceeding \$1,000. Every day that the violation continues shall be deemed a separate violation. Each location of a Double Utility Pole Condition or Dangerous/Damaged Utility Pole shall be a separate violation.
- B. Any person, firm, corporation or public utility found guilty of violating this Chapter and that fails to remove its Plant from a dangerous/damaged pole, the dangerous/damaged utility pole and/or the double utility pole within 15 days from receipt of the order of the court shall be punished by a penalty of up to \$1,000 for each such violation. Each day that the violation continues shall be a separate violation.
- C. If a person, firm or corporation or public utility violates the provisions of this Chapter, the attorney for the Town may commence an action in the name of the Town of Marcellus in a court of competent jurisdiction seeking any remedy provided by law or equity, including any civil and/or injunction proceeding necessary to enforce compliance and/or enjoin noncompliance with this Chapter. Such action may seek to remove Damaged/Dangerous Poles and/or any Double Utility Pole Condition and may be commenced against a third-party Plant owner to remove Plant from such poles, to impose civil penalties as authorized by this Chapter, to recover costs of the action and such other remedies as may be necessary to prevent or enjoin a dangerous condition from existing on a Town highway, street, road or right-of-way.

§99-7 Applicability.

- A. The provisions of this Chapter shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations, and nothing in this Chapter shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other applicable state or local laws, codes or regulations. In case of conflict between any provision of this Chapter and any applicable state or local law, ordinance, code or regulation, the more restrictive or stringent provision or requirement shall prevail.
- B. This Chapter shall apply to all utility poles located on any Town highway, street, road or

right-of-way as of the enactment of this Chapter and to all utility poles installed after the enactment of this Chapter.

- C. Any person, firm, corporation or public utility which maintains a Double Utility Pole Condition as of the date of the adopted of this Chapter shall fully comply with the regulations set forth herein within 30 days of enactment of this Chapter. Any failure to timely comply with this Subsection C shall be enforced in accordance with the provisions of this Chapter.

§ 99-7 Severability.

If any clause, sentence, paragraph, word, section or part of this Chapter shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof, directly involved or in the controversy in which said judgment shall have been rendered.

Section 4. Effective Date.

This Local Law shall be effective upon filing with the Office of the Secretary of State."

The question of the foregoing Resolution was duly put to a vote and, upon roll call, the vote was as follows:

VOTE:	Karen Pollard	Town Supervisor	Yes/No
	Jamie Curtin	Councilor	Yes/No
	Gabe Hood	Councilor	Yes/No
	Terry Hoey	Councilor	Yes/No
	Laurie Stevens	Councilor	Yes/No

The foregoing resolution was thereupon declared duly adopted.

DATED: March 2, 2022

**TOWN OF MARCELLUS
LOCAL LAW ___ - 2022**

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- A. When a public utility installs a utility pole which is directly next to or in close proximity to another utility pole on a Town highway, street, road or right-of-way, the public utility shall, within 30 days of installation of the new pole, provide written notice all other

public utilities maintaining a Plant on the existing pole that a new pole has been installed and that the Plant on the existing pole must be relocated to the new pole within 90 days of the date of the notice. A copy of such written notice shall be simultaneously transmitted to the Department of Public Works Superintendent.

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- B. Any person, firm, corporation or public utility found guilty of violating this Chapter and that fails to remove its Plant from a dangerous/damaged pole, the dangerous/damaged utility pole and/or the double utility pole within 15 days from receipt of the order of the court shall be punished by a penalty of up to \$1,000 for each such violation. Each day that the violation continues shall be a separate violation.
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- B. This Chapter shall apply to all utility poles located on any Town highway, street, road or right-of-way as of the enactment of this Chapter and to all utility poles installed after the enactment of this Chapter.
- C. Any person, firm, corporation or public utility which maintains a Double Utility Pole Condition as of the date of the adoption of this Chapter shall fully comply with the regulations set forth herein within 30 days of enactment of this Chapter. Any failure to timely comply with this Subsection C shall be enforced in accordance with the provisions of this Chapter.

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Section 4. Effective Date.

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GENERAL FUND
FUND BALANCE PROJECTION
AS OF 12/31/21

BEGINNING BALANCE 1/1/21	\$596,022
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REVENUE TO DATE	\$1,604,399
ANTICIPATED REVENUE	\$0

EXPENDITURES TO DATE	\$1,198,756
ANTICIPATED EXPENDITURES	\$0

NEW Fund Balance 12/31/21	\$1,001,665
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USABLE FUND BALANCE	
New Fund Balance	\$1,001,665
2020 Bills Paid in 2021	(\$25,445)
Offset Taxes in Budget	(\$75,000)
Assessor Usage for Temporary Employee	(\$3,500)
 EXCESS AVAILABLE TO USE	 \$897,720
	\$897,720

NOTES:	
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PART TOWN GENERAL FUND
FUND BALANCE PROJECTION
AS OF 12/31/21

BEGINNING BALANCE 1/1/21	\$147,036
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REVENUE TO DATE	\$181,166
ANTICIPATED REVENUE	\$0

EXPENDITURES TO DATE	\$187,586
ANTICIPATED EXPENDITURES	\$0

NEW Fund Balance 12/31/21	\$140,616
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USABLE FUND BALANCE	
New Fund Balance	\$140,616
Demoliton of Unsafe Buildings	(\$5,000)
2021 Bills Paid in 2022	(\$1,093)
EXCESS AVAILABLE TO USE	\$134,523
	\$134,523

NOTES:	

TOWN WIDE HIGHWAY
FUND BALANCE PROJECTION
AS OF 12/31/21

BEGINNING BALANCE 1/1/21	\$208,692
REVENUE TO DATE	\$574,139
ANTICIPATED REVENUE	\$0
EXPENDITURES TO DATE	\$468,508
ANTICIPATED EXPENDITURES	\$0

NEW Fund Balance 12/31/21	\$314,323
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USABLE FUND BALANCE	
New Fund Balance	\$314,323
2021 Bills Paid in 2022	(\$12,802)
EXCESS AVAILABLE TO USE	\$301,521
	\$301,521

NOTES:

PART TOWN HIGHWAY
FUND BALANCE PROJECTION
AS OF 12/31/21

BEGINNING BALANCE 1/1/21	\$99,286
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REVENUE TO DATE	\$406,341
ANTICIPATED REVENUE	\$0

EXPENDITURES TO DATE	\$453,420
ANTICIPATED EXPENDITURES	\$0

NEW Fund Balance 12/31/21	\$52,207
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USABLE FUND BALANCE	
NEW FUND BALANCE	\$52,207
EXCESS AVAILABLE TO USE	\$52,207
	\$52,207

NOTES:	

RESERVES		Balance as of 1-1-21	Designated/ Expenses 2021	Revenues (Interest) 2021	Balance as of 12-31-21	Designated for 2022 Budget	Recommended Addition from Fund Balance	Balance as of 12-31-21
BUILDING (A)		\$645,245	\$0	\$992	\$646,237	\$0	\$0	\$646,237
PARK CAPITAL (A)		\$88,208	(\$32,493)	\$21,136	\$76,851	\$0	\$0	\$76,851
CEMETARY (A)		\$17,157	(\$4,000)	\$24	\$13,181	\$0	\$0	\$13,181
UNEMPLOYMENT INSURANCE (A)		\$1,763	(\$1,700)	\$1,700	\$1,763	\$0	\$0	\$1,763
HIGHWAY EQUIPMENT (DA)		\$434,831	\$0	\$60,721	\$495,552	\$0	\$0	\$495,552
CAPITAL IMPROVEMENT (DB)		\$106,754	(\$74,388)	\$151	\$32,517	\$0	\$0	\$32,517
UNEMPLOYMENT INSURANCE (B)		\$1,000	\$0	\$0	\$1,000			\$1,000
UNEMPLOYMENT INSURANCE (DA)		\$2,271	\$0	\$0	\$2,271			\$2,271
UNEMPLOYMENT INSURANCE (DB)		\$2,263	\$0	\$0	\$2,263			\$2,263
			\$0				\$0	

Trash Days – 2021

Trucks	\$ 5,382.00	Scanlon Trucking - \$8,678.36
Trailers	2,205.00	
Passenger – 1 trip	210.00	
Passenger	2,630.00	
Freon	<u>915.00</u>	
Total	\$11,342.00	

Tires	\$720.00	Town of Camillus \$684.00
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Electronics	EWaste \$1,458.00
User Fee	\$135.00
Tv/monitor 27 " & over	240.00
TV/Monitor uner 27"	480.00

Sandy Taylor

From: Kimberly Paninski <kimberly.paninski@Proshred.com>
Sent: Tuesday, February 22, 2022 4:18 PM
To: Sandy Taylor
Subject: RE: Town of Marcellus Shred Day

ATTENTION: This email message was received from someone outside the Town of Marcellus. Please DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Odd...not sure what is going on...Quote was sent at 3:46...no worries.-Copied and pasted here so we can just know you get it 🤖



★ ★ ★ ★ ☆

4.8 OUT OF 5 STARS
CUSTOMER SATISFACTION

Hi Sandy,

Thank you for reaching out to learn more about **PROSHRED®** Upstate New York services. We are happy to provide you with great customer service and absolute security.

YOUR SHRED EVENT QUOTE:

The estimated total cost will be \$600.00

We do have Saturday, May 14, 2022 available to schedule your Shred Event

3 hour minimum (past Events 8AM-12Noon)

Driver will arrive 30 minutes prior to start of Event

As discussed, you have agreed to stage the material so that it is accessible for our Customer Service Professional.

We look forward to making you a satisfied customer.

To confirm the service, call us at 315.251.2936 x1921 or simply click the button below.

Sandy Taylor

From: John Strempele <johnstrempele@gmail.com>
Sent: Friday, February 18, 2022 10:23 AM
To: Sandy Taylor
Subject: Re: FW: Board of assessment Review Applicants

ATTENTION: This email message was received from someone outside the Town of Marcellus. Please DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Sandy,
After meeting with the 3 applicants yesterday, the board of assessment recommends Mallory zabinski to join the board.

Thank you for your help in this matter.

Regards,
John strempele

On Thu, Feb 3, 2022, 9:29 AM Sandy Taylor <clerk@marcellusny.com> wrote:

Good Morning John,

You can use the board room. The Court uses it on Tuesdays. The First Monday of the month is Planning/Zoning. The Town Board Meetings are on

The first and third Wednesday's of the month. Let me know what works for you and I'll mark it down. We are usually out of here by about 4:30, but if

You wanted to interview before we left that would be fine. Let me know how else I can be of help.

Thanks,

Sandy

From: John Strempele <johnstrempele@gmail.com>
Sent: Wednesday, February 02, 2022 3:32 PM
To: Sandy Taylor <clerk@marcellusny.com>
Subject: Re: FW: Board of assessment Review Applicants

INTEROFFICE MEMORANDUM

TO: THE MARCELLUS TOWN BOARD/ LORI PETROCCI
FROM: PHIL COCCIA
SUBJECT: FUND TRANSFER
DATE: 2/1/22

Transfer the following to Park Capital Reserve A878

A7110.13	Park Salary	\$5000
A7110.2	Park Equipment	\$6000
A7110.21	Special Facilities	\$4,000
A7310.1	Youth Salary	\$10,000
A7310.4	Recreation Contractual	\$8,000
A7620.1	Adult Recreation Salary	\$5000
A7620.4	Adult Recreation Contractual	\$10,000

Park Capital Reserve balance as of February 1, 2021 \$76,851

Monies to be spent in 2022/23

\$12,000 - Golf Cart

\$37,000- Tennis/Basketball court resurfacing

\$60,000- Grove Playground Renovation

Total: \$109,000

BYRNE, COSTELLO & PICKARD, P.C.

ATTORNEYS AT LAW

MATTHEW V. BYRNE III*
JOHN R. BRENNAN**
F. SCOTT MOLNAR**
JORDAN R. PAVLUS***
CONOR P. ROURKE

*ALSO MEMBER FLORIDA BAR
AND DISTRICT OF COLUMBIA BAR
**ALSO MEMBER MASSACHUSETTS BAR
***ALSO MEMBER DELAWARE BAR AND
NEW JERSEY BAR

RECEIVED

FEB. 22 2022

Town of Marcellus

MATTHEW V. BYRNE, JR.
(1920-2000)

JOHN J. COSTELLO
(1929-2015)

TERRY R. PICKARD
(RETIRED)

MICHAEL J. BYRNE
(OF COUNSEL)

FEBRUARY 17, 2022

TOWER I, SUITE 1600
100 MADISON STREET
SYRACUSE, NEW YORK 13202-2721
TELEPHONE: 315/474-6448
TELECOPIER: 315/424-8556
E-MAIL: JBRENNAN@BCPLEGAL.COM
WWW.BCPLEGAL.COM

John P. Curtin, Mayor
Village of Marcellus
6 Slocombe Avenue
Marcellus, New York 13108

Karen Pollard, Supervisor
Town of Marcellus
Marcellus Town Hall
24 East Main Street
Marcellus, New York 13108

Re: *Tefft Meadows Project*
8 Paul Street, Marcellus
Tax Parcel ID Nos. 004.-02-54.1 and 002.-01-39.0

Dear Mayor Curtin and Supervisor Pollard:

This letter will follow-up Christopher Community's recent discussions and meetings with the Village of Marcellus concerning the redevelopment of the former A&H lumberyard at 8 Paul Street in Marcellus (Tax Parcel ID Nos. 004.-02-54.1 and 002.-01-39.0). This office represents Christopher Community which, as you may have been advised, is a § 501(c)(3) nonprofit corporation dedicated to developing and operating affordable housing across upstate New York for poor, distressed and/or underprivileged elderly persons and low-income families. To date, Christopher Community has developed more than 70 affordable housing project units across New York and it is now focusing its efforts on Marcellus.

Christopher Community plans to redevelop the lumberyard by constructing an affordable housing project for adults 62 of age and older. The project will be known as "Tefft Meadows Apartments" and will include 60 one-bedroom apartment units in a single two-story building with a central elevator, a community room, 69 parking spaces and other amenities. An area variance for the project

was approved by the Village Zoning Board of Appeals on February 7, 2022, and the Village Planning Board granted site plan approval on February 16, 2022.

Christopher Community expects funding for the project to be provided in large part by New York State Homes and Community Renewal (HCR). A funding application will be submitted at the end of this month to HCR. Among other things, Christopher Community's application to HCR will request federal low income housing tax credit (LIHTC) funding, New York State low income housing tax credit (SLIHC) funding, a Senior Housing (SENR) mortgage loan from New York State, and a New York State HOME Program (HOME) mortgage loan, all of which will be used to acquire the project site and construct the building. Also in conjunction with the construction of Tefft Meadows and the above mortgage loan funding, Christopher Community expects the U.S. Department of Housing and Urban Development (HUD) to enter into a housing assistance payments contract for 18 of the project's apartment units pursuant to Section 8 of the United States Housing Act of 1937.

Each of these sources comes with affordability restrictions that will limit occupancy in the project to elderly persons with annual incomes at or below 60% of area median income (AMI). These affordability restrictions will apply to all 60 apartment units for the life of the project and will essentially cap the amount of rent that the project can charge to low-income elderly tenants at 30% of AMI. As set forth in the table below, the rent charged for each apartment unit at Tefft Meadows will vary depending upon the level of AMI assigned to the unit.

AMI restriction	Number of Units
60%	19
50%	29
30%	<u>12</u>
Total	60

For example, 60% of AMI for a 1 person household in Marcellus for 2021 was \$33,420. The 30% cap on rent for a 60% AMI unit at Tefft Meadows would accordingly be \$10,026 annually or \$835.50 per month. The 1 person 50% AMI and 30% AMI in 2021 were respectively \$27,850 and \$16,710. The rent caps for a 50% AMI unit and a 30% AMI unit would accordingly be \$696.25 per month and \$417.75 per month, respectively. From the total rent collected each month, the project will be required to pay debt service, utility costs (expect that tenants will pay for electric), project maintenance, insurance, management and project staff, real property taxes (or payments in lieu of

taxes) and all other operating costs. If these costs exceed the total rent collected, the project cannot increase the rent to cover the costs.

HCR's application process is highly competitive. Developers who demonstrate that their project is financially feasible over the long-term are scored higher by HCR and thus have a greater chance of being approved. Long-term financial feasibility, however, is not easy to achieve in view of HCR's affordability restrictions. In this instance, the term of HCR's funding will exceed forty (40) years. In view of the fact that majority of tenants will be elderly persons with very low-incomes (i.e., annual income at or below 50% of AMI) or elderly persons with extremely low-incomes (i.e., annual income at or below 30% of AMI), the total amount of rent that the project can charge will be very limited. Consequently, the project's ability to cover real property taxes (and/or future increases in real property taxes) on top of its other expenses will likewise be very limited (once again, the project cannot simply increase the rent charged to tenants to cover property taxes). As a result, Christopher Community believes that a payment in lieu of tax (PILOT) agreement will be needed in order to make the project financially feasible.

In this instance, Christopher Community would propose to structure a PILOT agreement with the Village and the Town under §§ 422(1)(a) of the Real Property Tax Law (RPTL) and § 577 of the Private Housing Finance Law (PHFL). That will entail the establishment of a housing development fund company (HDFC) under § 573 of Article XI of the PHFL to acquire and hold title to the project. The HDFC will be controlled exclusively by Christopher Community and eligible under RPTL §§ 422(1)(a) and PHFL § 577 for real property tax exemption.

The RPTL §§ 422(1)(a) exemption would apply to the 18 apartment units that will be covered by the housing assistance payments contract with HUD. RPTL §§ 422(1)(a) provides that

"[r]eal property owned . . . by housing development fund companies organized pursuant to the not-for-profit corporation law and article eleven of the Private Housing Finance Law, used exclusively to provide housing for the handicapped or aged persons of low income, and financed by a federally-aided mortgage . . . shall be exempt from taxation and exempt from special ad valorem levies and special assessments . . ." (emphasis supplied).

The term "federally-aided mortgage" is defined under PHFL §§ 572(5) as

"[a] . . . mortgage loan entered into in conjunction with a housing assistance payments contract in connection with new construction or substantial rehabilitation pursuant to section eight of the United States Housing Act of 1937, as amended."

In this instance, at least with respect to the 18 apartment units that will be subject to the housing assistance payments contract with HUD, the project will fully satisfy RPTL §§ 422(1)(a). That is, the 18 apartment units will be: (1) owned by a housing development fund company; (2) used

exclusively to provide "housing for . . . aged persons of low income", and (3) "financed with a federally-aided mortgage" (the mortgage loan funding through HCR will be a "mortgage loan entered into in conjunction with a housing assistance payments contract in connection with new construction). The RPTL §§ 422(1)(a) exemption is automatic by law and is not discretionary with the taxing authority in any way. I am enclosing a letter from the State of New York Department of Taxation and Finance which confirms as much.

With regard to the other 42 apartment units at the project, Christopher Community requests that the Town of Marcellus exempt these 42 apartment units from real property tax under PHFL § 577. This exemption would be granted by the Town of Marcellus as the assessing authority for and on behalf of the Town, the Village, Onondaga County, the Marcellus Central School District and the State of New York. Consistent with PHFL § 577, the Town is free to establish the terms of the § 577 exemption, including terms for periodic payments in lieu of taxes (**PILOT**). As far as that goes, in order to make the project financially feasible, Christopher Community requests that the exemption be granted for the maximum forty (40) year term permitted by PHFL § 577 subject to a PILOT agreement requiring the HDFC to make annual payments to the Town of 10% of the annual shelter rent (as defined under §§ 33(1)(a) of the Private Housing Finance Law) generated by the 42 apartment units.

We don't know if the Town, the Village, Onondaga County and the Marcellus Central School District have an established policy to share PILOT payments but Christopher Community will, of course, defer to any such policy. We can workout all the details in short order but the first step in the process is to form the HDFC. To do that, we will need the approval of a "Supervising Agency" (see §§ 5 of § 573 of the Private Housing Finance Law). We would ask that the Village agree to act as the Supervising Agency in this case. To that end, enclosed under this cover is a proposed "Certificate of Incorporation of Tefft Meadows Housing Development Fund Company" for the Village's consideration. Please take note that we have prepared this Certificate of Incorporation for the Village Treasurer, Nino Provvidenti, to sign as the "chief fiscal officer" of the Village under §§ 572(14) of the Private Housing Finance Law. We can change that if you believe that the Mayor or another Village official is actually the chief fiscal officer. Otherwise, we would ask that Mr. Provvidenti sign page 5 of the Certificate and return it to me. By signing the Certificate of Incorporation, the Village will not necessarily be obligating the Town to any PILOT agreement.

To summarize matters, Tefft Meadows Housing Development Fund Company will be the fee title owner of the project. Christopher Community will control Tefft Meadows Housing Development Fund Company and will accordingly manage and direct the day-to-day business of the project and will apply all proceeds from the HCR funding and other funding to cover construction and all other development costs. Once completed, all of the project's units will be leased to eligible low-income elderly tenants and the project will make PILOT payments that can be shared by the Town, the Village, the County and the School District.

Village of Marcellus
Town of Marcellus
February 17, 2022
Page 5

A decision from HCR on Christopher Community's funding application is expected later this Summer or Fall. If the application is approved, construction could commence in the Spring of 2023. As you can imagine, community support is very important to HCR. Christopher Community would therefore be grateful if the Village and the Town could provide a letter of support for the project and the Town's willingness to enter into a PILOT agreement.

We apologize for the length of this letter but we wanted to give you a full explanation of Christopher Community's plans. If the Village Board of Trustees or the Town Board have any specific questions or concerns with regard to the foregoing, we will be happy to respond. We will also be happy to provide a draft PILOT agreement for the Town, the Village and the School District's consideration. Thank you in advance for your attention and courtesy.

Very truly yours,

BYRNE, COSTELLO & PICKARD P.C.



John R. Brennan

JRB/hs

Enclosure

cc: Audrey Farwagi
Nino Provvidenti
Jeffrey Brown, Esq.
James Gascon, Esq.

TAX EXEMPTION AGREEMENT

This TAX EXEMPTION AGREEMENT (this “**Agreement**”), dated as of the ____ day of _____, 2022, is made by and among (1) CHRISTOPHER COMMUNITY, INC., a not-for-profit corporation organized and existing under the laws of the State of New York and having an address at 990 James Street, Syracuse, New York 13203 (“**Christopher Community**”), (2) TEFFT MEADOWS HOUSING DEVELOPMENT FUND COMPANY, INC., a not-for-profit corporation organized and existing under Article XI of the Private Housing Finance Law and the Not-for-Profit Corporation Law of the State of New York and having an address at 990 James Street, Syracuse, New York 13203 (the “**HDFC**”), and (3) the TOWN OF MARCELLUS, a municipal corporation of the State of New York having a place of business at 24 East Main Street, Marcellus, New York 13108 (the “**Town**”).

RECITALS:

A. Christopher Community is a charitable organization whose purposes include sponsoring, preserving, developing and otherwise providing housing and related services for low-income people, and is recognized by the Internal Revenue Service as an organization described under Section 501(c)(3) of the Internal Revenue Code.

B. Christopher Community has determined that there is a critical need to develop and operate affordable housing for the benefit of low income elderly people living in and around the Village of Marcellus (the “**Village**”) and the surrounding Town of Marcellus and Onondaga County, New York.

C. For the purpose of such housing, Christopher Community (i) formed the HDFC as a “housing development fund company” as defined under Subsection 9 of Section 572 of Article XI of the Private Housing Finance Law of the State of New York (“**Article XI**”), and (ii) entered into a certain Option Agreement (the “**Option**”) with 8 Paul Street, LLC (the “**Seller**”) pursuant to which the Seller has agreed to sell and otherwise convey a certain real property located at 8 Paul Street (Tax ID Nos. 004.-02-54.1 and 002.-01-39.0) in the Village (the “**Property**”).

D. Christopher Community is the sole corporate member of the HDFC and has assigned the Option to the HDFC.

E. The Village acting as the Supervising Agency (as such term is defined Subsection 14 of Section 572 of Article XI) duly approved the formation of the HDFC.

F. Christopher Community and the HDFC desire to fully redevelop the Property by constructing an affordable housing project for adults 62 of age and older to be known as “Tefft Meadows Apartments” and include 60 one-bedroom apartment units in a single two-story building with a central elevator, a community room, 69 parking spaces and other amenities (collectively, the “**Improvements**”).

G. To cover the costs of the HDFC's acquisition of the Property and the development and construction Improvements, Christopher Community has applied on behalf of the HDFC to (among others) New York State Homes and Community Renewal (**HCR**) for (i) certain low-income housing tax credit financing to be allocated through HCR pursuant to §42 of the Internal Revenue Code, (ii) certain funding under the New York State Low-Income Housing Tax Credit Program ("**SLIHC**"), (iii) a Senior Housing (SENR) mortgage loan from New York State, and a New York State HOME Program (HOME) mortgage loan and (iii) certain other financing to be provided by HCR (collectively, the "**HCR Financing**").

H. Christopher Community intends to cause the HDFC to: (i) acquire fee title to the Property pursuant to the Option; (ii) utilize all proceeds of the HCR Financing to pay for all costs related to the acquisition the Property and the development and construction of the Improvements; and (iii) hold fee title to the Property and the Improvements (collectively, the "**Project**") for the purpose of operating the Project as a "Qualified Low-Income Housing Project" for persons of low income within the meaning of Section 42(g)(1) of the Internal Revenue Code.

I. As a condition of the HCR Financing, (i) occupancy in the Project will be restricted to low income elderly persons (i.e., generally defined as elderly persons whose incomes do not exceed 60% of the area median income for the Syracuse Metropolitan Statistical Area), and (ii) the amount of rent charged to each tenant of the Project cannot exceed 30% of the tenant's monthly adjusted income.

J. In conjunction with the HCR Financing, the U.S. Department of Housing and Urban Development (**HUD**) has agreed to enter into a housing assistance payments contract pursuant to Section 8 of the United States Housing Act of 1937 (the "**HAP Contract**") for 18 apartment units in the Project (the "**Section 8 Units**").

K. The HCR Financing will accordingly be a "federally-aided mortgage" as defined under Subsection 5 of Section 572 of Article XI.

L. Pursuant to the terms of the HAP Contract, (i) occupancy in the Section 8 Units will be restricted to very low income and extremely low income elderly persons (i.e., respectively defined as elderly persons whose incomes do not exceed 50% and 30% of the area median income for the Syracuse Metropolitan Statistical Area), and (ii) the amount of rent charged to a tenant residing in a Section 8 unit cannot exceed 30% of the tenant's monthly adjusted income.

M. The Town is authorized under the Real Property Tax Law of the State of New York to act as the assessing authority for itself and for the Village, Onondaga County (the "**County**"), the Marcellus Central School District (the "**School District**") and the State of New York for purposes of taxation of real property located in the Village.

N. In light of the rent restrictions imposed by the HCR financing and the HAP Contract, absent some form of relief, the Project's rents will be insufficient to pay the operating

costs of the Project and all real property taxes (and/or future increases in real property taxes) assessed by the Town.

O. In light of the rent restrictions imposed by the HCR financing, and in order for the development and operation of the Project to be economically feasible, Christopher Community has applied to the Town on behalf of the HDFC for real property tax relief for the Project

P. Real Property Tax Law §§ 422(1)(a) provides that “[r]eal property owned . . . by housing development fund companies organized pursuant to the not-for-profit corporation law and article eleven of the Private Housing Finance Law, used exclusively to provide housing for . . . aged persons of low income, and financed by a federally-aided mortgage . . . shall be exempt from taxation and exempt from special ad valorem levies and special assessments . . .”

Q. The Town acknowledges that the exemption set forth in Real Property Tax Law §§ 422(1)(a) is not discretionary for taxing authorities and, at the very least, will automatically apply by law to the value of the Section 8 Units.

R. Christopher Community acknowledges that the aforesaid exemption under Real Property Tax Law § 422(1)(a) may not necessarily apply to the value of the other 42 low income elderly apartment units at the Project (the “**Low-Income Units**”).

S. Section 577 of Article XI of the Private Housing Finance Law authorizes the Town, under certain conditions, to exempt the full value of the 42 Low-Income Units at the Project from all village, town, county, state and school taxes.

T. Christopher Community acknowledges that as a condition of the aforesaid exemption under Section 577 of Article XI, the Town may require annual payments in lieu of taxes equal 10% of the annual shelter rent (as defined under §§ 33(1)(a) of the Private Housing Finance Law) of the 42 Low-Income Units.

U. Christopher Community has determined that it is in the best interests of the parties for the HDFC to make annual payments in lieu of taxes to the Town equal 10% of the annual shelter rent (as defined under §§ 33(1)(a) of the Private Housing Finance Law) of the 42 Low-Income Units.

V. The assessed value of the Property is currently \$270,000 for Tax ID No. 004.-02-54.1 and \$2,800 for Tax ID No. 002.-01-39.0, for a total assessed value of \$272,800 (the “**Current Assessment**”).

W. By Town Resolution No. _____ dated _____, 2022, the Town determined that it is in the best interests of the Town to promote the development of adequate, safe and sanitary housing accommodations for low-income elderly persons by fully supporting Christopher Community’s efforts and plans respecting the Project.

X. Christopher Community and the HDFC are willing to (i) develop and operate the Project for the purpose of providing housing for low-income elderly persons, and (ii) enter into this Agreement with the Town subject to (i) Article XI of the Private Housing Finance Law, (ii) any requirements of the Village acting as the Supervising Agency of the HDFC under Article XI, and (iii) all applicable requirements of HCR and/or HUD.

Y. The Town is willing to enter into this Agreement for the exemption of the Project provided (i) that the Project shall be subject to (a) Article XI of Private Housing Finance Law, (b) (ii) any requirements of the Village acting as the Supervising Agency of the HDFC under Article XI, and (iii) all applicable requirements of HCR and/or HUD, and (ii) that the HDFC shall hereafter make payments in lieu of taxes to the Town with respect to the Project in the amounts hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

Section 1. Definitions. All definitions and/or capitalized terms contained in this Agreement shall have the respective meanings specified in the above preambles and/or the Private Housing Finance Law of the State of New York.

Section 2. Exemption of Section 8 Units from Town, County, State and School Tax. That except for assessments for local improvements, special district assessments and water use taxes as described in Section 10 hereof, the Town for itself and as the assessing authority on behalf of the Village, the County, the School District and the State of New York, acknowledges and agrees that upon the HDFC obtaining fee title and the HCR Financing (a) that the 18 Section 8 Units of the Project shall be exempt under Real Property Tax Law § 422(1)(a) from all village, town, county, state and school taxes. The exempt value of the Section 8 Units includes the value of the land, buildings and other improvements included as part of the Current Assessment and any subsequent an increase over the Current Assessment in the value of the land, buildings and other improvements to be made by the HDFC in connection with the Section 8 Units.

Section 3. Exemption of 42 Low-Income Units from Town, County, State and School Tax. That except for assessments for local improvements, special district assessments and water use taxes as described in Section 10 hereof, the Town for itself and as the assessing authority on behalf of the Village, the County, the School District and the State of New York, does hereby exempt the remaining 42 Low-Income Units of the Project under Section 577 of Article XI of the Private Housing Finance Law from all village, town, county, state and school taxes. Such tax exemption shall become effective as provided for in Section 4 below. The value of the 42 Low-Income Units of Project shall include the value of the land, buildings and other improvements included as part of the Current Assessment and any subsequent an increase over the Current Assessment in the value of the land, buildings and other improvements to be made by the HDFC in connection with the remaining 42 Low-Income Units of the Project.

Section 4. Commencement and Terms of Tax Exemptions. The term of the tax exemption set forth in Section 2 above shall begin on the Taxable Status Date immediately following the transfer of title to the Property to the HDFC (the “**Commencement Date**”). For example, in the event the HDFC acquires title on February 1, 2023, the exemption would take effect as of the March 1, 2023 Taxable Status Date. The exemption would then be reflected on the subsequent 2023 Final Assessment Roll and would be effective for Village fiscal years starting June 1, 2023, for School District fiscal years starting July 1, 2023, and for the Town and County fiscal years starting January 1, 2024. Following the Commencement Date, the tax exemption set forth in Section 2 above shall continue for the entire term of the HAP Contract unless sooner terminated as provided in Section 11 below. The term of the tax exemption granted in Section 3 above shall begin on the Commencement Date and, unless sooner terminated as provided in Section 11 below, shall continue for a period of forty (40) years following the delivery of the Completion Certificate set forth in Section 6 below.

Section 5. Improvements. Upon Commencement Date, the HDFC shall initiate the Improvements at the earliest possible opportunity and shall diligently and continuously pursue the Improvements to an expeditious and satisfactory completion.

Section 6. Completion Certificate. Prior to completion of the Improvements and the Project as a whole, the Village and the Town, and their respective agents, representatives, and designees, may enter the Property during normal business hours upon reasonable notice to Christopher Community to inspect the Project (including any environmental inspections and tests) to ensure completion of the Improvements in compliance with applicable building codes and standards. The HDFC shall notify the Village upon substantial completion of the Improvements and provided that (a) the Village is satisfied that all of the Improvements were completed in conformance with applicable building codes and standards, and (b) all other local governmental requirements to which the HDFC and the Project are subject have been satisfied, the Village shall issue a certificate of occupancy or other like certification to the HDFC (the “**Completion Certificate**”). In the event that the Completion Certificate is temporary or conditional, the HDFC shall address and satisfy all conditions of the Completion Certificate within the timeframe established by the Village. Regardless of date any such conditions are completed by the HDFC and accepted by the Village, the due date of first PILOT payment to the Town under Section 8 of this Agreement shall be calculated from the date that the Completion Certificate was first issued to the HDFC.

Section 7. Reassessment. The assessed value of the Property may be increased by the Town upon substantial completion of the Improvements or immediately following the issuance of the Completion Certificate by the Village to the HDFC (the “**New Assessment**”). Thereafter, the New Assessment shall be subject to adjustment from time-to-time upon any town-wide revaluation or reassessment permitted by law, provided that the New Assessment and any subsequent revaluation, reassessment or adjustment thereof shall be based upon the valuation methodology prescribed in Real Property Tax Law Section 581-a or any replacement or successor provision. In the event Real Property Tax Law Section 581-a is repealed or abolished, any revaluation,

reassessment or adjustment of the New Assessment shall be based upon valuation of the income generated by the Property.

Section 8. Payments in Lieu of Taxes (PILOT). Following the date of the Completion Certificate and for so long as the exemption provided for under Section 3 above shall remain in force and effect, the HDFC shall make payments in lieu of taxes (the “**PILOT payment**” or the “**PILOT payments**”) to the Town equal to 10% of the Project’s annual shelter rent as determined by HCR. For purposes of this agreement, the term “shelter rent” shall mean the total rents received from tenants of the 42 Low-Income Units of Project less the cost of providing to such tenants with gas, heat and other utilities (but not electricity). For purposes of this agreement, the Project’s annual shelter rent shall **not** include any payments made by HUD under the HAP Contract or any rent payments made by tenants of the Section 8 Units. Annual PILOT payments from the HDFC to the Town shall be due and payable in equal installments on January 1st and on July 1st of each year and shall accrue interest at the rate of 2% per month if not paid by January 31st and/or July 31st of the month the payment is due. The first PILOT payment shall be due on either January 1st or July 1st immediately the after the date of the Completion Certificate. For example, in the event the Completion Certificate is issued by the Village on April 1, 2024, the first PILOT payment would be due July 1, 2024.

Section 9. Annual Schedule of Shelter Rent. Concurrent with each PILOT payment, the HDFC shall provide the Village Treasurer and the Town Assessor with a schedule of the shelter rent received by the HDFC for the preceding 6 months or shorter period. By way of the example set forth above in Section 8 of this Agreement, with its first PILOT payment on July 1, 2024, the HDFC shall provide a schedule of the shelter rent received by the HDFC from April 1, 2024, through and including June 30, 2024. Each schedule shall be subject to adjustment by HCR. The Town may remit a portion of such payment to the Village, the School District and/or the County pursuant to any applicable agreement among the Town, the Village, the School District and/or the County.

Section 10. Assessments for Local Improvements: Special Assessments. It is understood and agreed by and between the parties hereto, that in addition to PILOT payments payable by the HDFC pursuant to Section 8 above, the HDFC shall be liable for the payment of any special assessments for local improvements imposed by any taxing authority for water, fire protection, lighting, sewer, garbage or other similar items, provided that special assessments shall be based on the New Assessment or the Current Assessment, whichever is less. In addition to special assessments (if any), prior to the due date of the first PILOT payment, the HDFC shall pay all village, town, county, state and school taxes assessed and levied against the 42 Low-Income Units of Project, provided that any such levy shall be based solely on the Current Assessment.

Section 11. Termination of Tax Exemptions. Notwithstanding anything hereinabove or hereinafter contained to the contrary, the tax exemptions set forth in Section 2 and Section 3 above shall, upon the election of the Town, terminate and be of no further force or effect upon the occurrence of any one or more of the following specified events:

(a) the failure of the HDFC to acquire the Property and commence work on the Improvements on or before December 31, 2023;

(b) the failure of the HDFC to diligently and consistently undertake and pursue the completion of the Improvements once commenced;

(c) the failure of the HDFC to make timely payments of the sums due and payable pursuant to Section 8 and/or Section 10 hereof for twelve consecutive months; and/or

(d) the intentional and knowing failure of the HDFC to operate the Project in compliance with all applicable requirements, rules and regulations of Article XI of the Private Housing Finance Law and/or the rules or regulations of HCR, HUD and/or the Village (as Supervising Agency of the HDFC), including, without limitation, the regulations pertaining to the amount of rent chargeable to tenants residing in the Project.

The parties hereto acknowledge that the Real Property Tax Law restricts the ability of the Town to remove the Property from the exempt portion of the Assessment Roll and thereby terminate the exemptions granted in this Agreement. In light of such restrictions, if the Town elects to terminate the tax exemptions granted herein due to the occurrence of any of the events or conditions enumerated in this Section, the Town or other duly-authorized government official shall remove the Property from the exempt portion of the Assessment Roll or otherwise rescind and terminate the exemptions set forth herein when next lawfully authorized do so. In such event, the HDFC shall remain obligated to pay to the Town the PILOT payment otherwise due and payable January 31st or July 31st of the calendar year when the Assessor or other duly-authorized official takes such action.

Section 12. Project Organized for Public Purpose. For purposes of Article XI of the Private Housing Finance Law, the parties hereby agree that the provision of low income rental housing for the elderly constitutes a public purpose.

Section 13. Consistency with Article XI. The parties agree that this Agreement shall be subject to the provisions of Article XI of the Private Housing Finance Law and, without enumerating the applicable provisions of Article XI, that the Project shall be operated in accordance with the provisions of Article XI.

Section 14. HCR, HUD and Village Rules and Regulations. The parties further agree that the Property shall be operated in accordance with the applicable requirements, rules and regulations previously promulgated or hereinafter promulgated by HCR and HUD, including the approval of the rental rates to be charged to tenants for units in the Project. The parties further agree that the Project shall be operated in accordance with any requirements or rules heretofore adopted by the Village in its role as the Supervising Agency under Article XI, provided that such requirements and/or rules of the Village are consistent with Article XI and applicable HCR and/or HUD requirements, rules and regulations.

Section 15. Amendment of Agreement. This Agreement may not be effectively amended, changed, modified, altered or mutually terminated unless such amendment, change, modification, alteration or mutual termination is in writing intended for such purpose and executed and delivered by each of the parties and, in the case of any amendment, change, modification or alteration of this Agreement, unless the HDFC and the Town shall assume in writing the obligations of such amended, change, modified or altered agreement.

Section 16. Failure to Acquire Title. Notwithstanding anything hereinabove or hereinafter contained to the contrary, the Town, at its sole option, may elect to terminate this Agreement if the HDFC fails to acquire title to the Property by December 31, 2023, in which case the tax exemptions provided for hereunder shall not become effective and the parties hereto shall have no obligations whatsoever under this Agreement.

Section 17. Assignment. The provisions of this Agreement are intended to be for the benefit of the Town as the assessing authority for and on behalf of the Village, the County, the School District and the State. Notwithstanding anything to the contrary contained in herein, this Agreement may not be assigned by the HDFC except (a) upon the express written consent of the Town, or (b) to HCR or a party designated by HCR in the event HCR acquires title to the Property to be transferred following any default under the HCR Financing.

Section 18. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be deemed sufficiently given when sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other method as shall provide the sender with documentary evidence of such delivery. The addresses to which notices, certificates or other communications hereunder shall be delivered are as follows:

To the HDFC: Tefft Meadows Housing Development Fund Company, Inc.
 c/o Christopher Community, Inc.
 (Attention: Executive Director)
 990 James Street
 Syracuse, New York 13203

To the Town: Town of Marcellus
 (Attention: Supervisor)
 Marcellus Town Hall
 24 East Main Street
 Marcellus, New York 13108

To the Village: Village of Marcellus
 (Attention: Mayor)
 6 Slocombe Avenue
 Marcellus, New York 13108

Any person entitled to notice may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

Section 19. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 20. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21. Venue. Any litigation relating hereto shall take place in the Supreme Court of the State of New York in and for the County of Onondaga.

Section 22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York.

Section 23. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any previous agreements or understandings, whether oral or in writing, pertaining to the subject matter hereof.

Section 24. Effective Date. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not become effective until the conveyance of title to the Property to the HDFC.

[the remainder of this page is intentionally left blank]

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

CHRISTOPHER COMMUNITY, INC.,
a New York not-for-profit corporation

By: _____
Justin Rudgick, Executive Director

TEFFT MEADOWS HOUSING
DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By: _____
Justin Rudgick, Vice President

[SIGNATURE AND ACKNOWLEDGMENT OF THE TOWN
OF MARCELLUS IS ATTACHED HERETO AS PAGE 11]

STATE OF NEW YORK)SS:
COUNTY OF ONONDAGA)

On the ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Justin Rudgick, 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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

TOWN OF MARCELLUS

By: _____
Karen Pollard, Supervisor

STATE OF NEW YORK)SS:
COUNTY OF ONONDAGA)

On the ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Pollard, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Sandy Taylor

From: Karen Pollard
Sent: Thursday, February 24, 2022 12:57 PM
To: Sandy Taylor
Subject: FW: Tefft Meadows Project - Christopher Community
Attachments: Tax Exemption Agreement.docx

This is for the agenda. It will go along with the Pilot Agreement for the development in the village.

So print this out for the board and Jim

Karen

From: John Brennan <jbrennan@bcplegal.com>
Sent: Wednesday, February 23, 2022 3:44 PM
To: Karen Pollard <kpollard@marcellusny.com>; marcellusmayor@twcny.rr.com; villageofmarcellus@gmail.com; clerk@villageofmarcellus.com
Cc: nprovidenti@twcny.rr.com; Assessor <Assessor@marcellusny.com>; James J. Gascon (jgascon@ccf-law.com) <jgascon@ccf-law.com>; jeffdonnerbrown@gmail.com; Audrey Farwagi <afarwagi@christopher-community.org>; Kyle Lyskawa <kluskawa@christopher-community.org>
Subject: RE: Tefft Meadows Project - Christopher Community

ATTENTION: This email message was received from someone outside the Town of Marcellus. Please DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

As a follow-up to my letter and email last week regarding the Tefft Meadows Project, attached is the draft Tax Exemption Agreement for your review and consideration. Christopher Community's deadline for submitting a funding application to New York State Homes and Community Renewal is fast approaching and we would like to workout what's needed with the Village and the Town ASAP. Would a meeting to discuss the matter in greater detail be helpful?

John R. Brennan, Esq.
Byrne, Costello & Pickard, P.C.
Tower I, Suite 1600
100 Madison St.
Syracuse, New York 13202-2721
Telephone: 315-474-6448
cell: 315-263-9462
Fax: 315-424-8556
E-mail: jbrennan@bcplegal.com

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Please consider the environment before printing this e-mail.

From: John Brennan

Sent: Thursday, February 17, 2022 12:56 PM

To: supervisor@marcellusny.com; marcellusmayor@twcny.rr.com; villageofmarcellus@gmail.com; clerk@villageofmarcellus.com

Cc: nprovvidenti@twcny.rr.com; James J. Gascon (jgascon@ccf-law.com) <jgascon@ccf-law.com>; jeffdonnerbrown@gmail.com; Audrey Farwagi <afarwagi@christopher-community.org>; Kyle Lyskawa <kluskawa@christopher-community.org>

Subject: Tefft Meadows Project - Christopher Community

Please see the attached regarding the Tefft Meadows Project. Printed copies are being mailed to Mayor Curtin and Supervisor Pollard. If anyone at the Village or the Town would like to schedule a meeting with Christopher Community about the requested PILOT agreement, kindly let us know.

John R. Brennan, Esq.
Byrne, Costello & Pickard, P.C.
Tower I, Suite 1600
100 Madison St.
Syracuse, New York 13202-2721
Telephone: 315-474-6448
cell: 315-263-9462
Fax: 315-424-8556
E-mail: jbrennan@bcplegal.com

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