

CORTLANDVILLE TOWN BOARD
AGENDA
April 18, 2018 – 5:00 P.M.

Pledge of Allegiance to the Flag

A. CALL MEETING TO ORDER

B. APPROVE MINUTES

B-1 Receive & file the Cortlandville Zoning Board of Appeals Minutes of March 27, 2018

B-2 Receive & file the Cortlandville Planning Board Minutes of March 27, 2018

B-3 Receive & file the Special Town Board Minutes of March 21, 2018

B-4 Receive & file the Town Board Minutes of March 26, 2018

C. PURCHASE ORDERS

D. AUTHORIZATION TO PAY THE BILLS

E. PRIVILEGE OF THE FLOOR

F. REPORTS – (Town Clerk)

F-1 Receive & file the Monthly Report of the Code Enforcement Office for March 2018, submitted by CEO, Kevin McMahon

F-2 Receive & file the GASB 45 for the year 2017

F-3 Receive & file the Monthly Reports of the Town Justice (Judge Casullo & Judge LeFevre) for March 2018

G. COMMUNICATIONS

G-1 Receive & file the correspondence dated March 23, 2018 from NYS Senator James Sewer regarding the Gravel Mining Permit – Route 13 ROCKS LLC

G-2 Receive & file the correspondence dated April 12, 2018 from NYS DEC regarding Route 13 ROCKS, LLC response to “Notice of Incomplete Application” DEC #7-1122-00043, MLR #70436 (1 Booklet received and will be filed in the Town Clerk’s Office)

H. OLD BUSINESS

I. NEW BUSINESS

I-1 Town Clerk

I-2 Town Attorney

- I-3 CDBG #287HR326-16 Town-wide Housing Rehabilitation Grant Program:
- a.) Authorize the Supervisor to sign the Utilization of Section 3 Residents & Business dated April 5, 2018
 - b.) Authorize the Supervisor to sign the Affidavit of Louis Thompson, 1539 Saunders Road
 - c.) Authorize the Supervisor to sign the Affidavit and Owner-Occupied Loan Agreement of Earl, Donna and Laura Fox, 3133 Gracie Road
 - d.) Authorize the Supervisor to sign the Owner-Occupied Loan Agreement of David Pierce, 1159 Gallagher Road
 - e.) Authorize the Supervisor to sign the Affidavit of Darik & Amber Hanback, 3673 Pendleton Street
 - f.) Authorize payment of the following vouchers: **(Originals in Supervisor's packet to be signed & initialed by Board Members)**
 - 1.) Voucher #32, Greenman's Electric in the amount of \$1,395.00
 - 2.) Voucher # 33, Town of Cortlandville in the amount of \$100.00 for Building Permit fees
- I-4 Authorize the Supervisor to sign the proposal submitted by Bob Beard, Beard Electric, LLC, regarding the installation of new Fire Alarm upgrade for the Raymond G. Thorpe Municipal Building
- I-5 Authorize Bonnie Quackenbush, teacher at OCM BOCES to allow her students to plant trees at the Lime Hollow Well property
- I-6 Review the Policy Change to CDBG Program Income Guidelines & authorize the Supervisor to sign the Certification of CDBG Program Income for our CDBG Grants
- I-7 Receive & file the "Third Notice" from Thoma Development Consultants sent to Chris & Wendy Whible to get a current Certification of Insurance on their property located at 5 Ok Street, McGraw, NY. The Whibles's are 2011 CDBG recipients. Their Insurance agency sent Thoma a notice of cancellation of insurance on this property
- I-8 Authorize Brian Clukey, Water Treatment Plant Operator to receive \$2,000.00 for successfully completing his probation period
- I-9 CDBG #287SB902-18 Royal Nissan of Cortland, Inc.:
- a.) Authorize the Supervisor to sign to Environmental Review forms
- I-10 Authorize the to sign the Five-year Contract with Ames Linen for mats in the Raymond G. Thorpe Municipal Building & for Laundry Bags & Shop Towels for the Highway Department
- I-11 Authorize the Cortland County Health Department to use the Water Garage on June 14, 2018, 7:00 p.m. – 9:00 p.m. for a Rabies Clinic
- I-12 Authorize the Supervisor to amend the 2018 Budget to set up a Capital Project Fund for the new Highway Garage

- I-13 Receive & file the bids for the construction of the new Town Highway Garage and authorize the Supervisor to sign the contract with Complete Construction Concepts, LLC, lowest bidder, for the construction of a new Town Highway Garage
- I-14 Receive & file the correspondence dated April 9, 2018 from the Village of Homer regarding the “Notice of Intent to Establish Lead Agency” for their Sewer System Improvements Project

J. ADJOURN

F-1

**Town of Cortlandville
Code Enforcement /
Building Dept**

Kevin J. McMahon
NYS Code Certified

Phone 607-756-7490
Cell 607-745-0004

**Monthly Activity Report
March 2018**

	<u>Current Month</u>	<u>Year to Date</u>
Building Permits Issues	5	18
Building Permit Renewals	1	5
Expired Building Permit Notices	1	6
Building Permit Inquiries	5	6
Demo Permit Issues	2	3
Certificates of Occupancy Issued	1	9
Certificates of Compliance Issued	1	6
Temporary C of O Issued		1
Plan Reviews for permits	25	58
Complaints/ Notice of Violations	1	3
Stop Work Order Issued	1	1
Closed out Permits		2
Permits, Certificates, Notices-Total	43	118

Inspections:		
Site visit-Property/inspections	47	117
Foundations/Footers/Post Holes	8	15
Framing / Structural/ demo inspections	18	54
Plumbing, heating, vent inspections	11	14
Insulation inspection	3	8
Final, pre-final Inspection	10	24
Chimney / wood burning devices		
Swimming Pool inspections		
911 Fire and Safety call/inspection		1
TOTAL INSPECTIONS	97	233
Training Classes (24 hrs req min)	6	12

Town of Cortlandville Permit Monthly Report

From : March 01, 2018 To : March 31, 2018

<u>Document #</u> <u>Description of Work</u>	<u>Issue Date</u>	<u>Owner</u>	<u>Document Type</u>	<u>Property Location</u> <u>SBL</u>	<u>Valuation</u>	<u>Amount</u>
March						
18-24 <i>Renewal permit for 15 x 25 family room addition pt post foundation</i>	3/3/2018	Brian Francis	Permit Renewal	1900 E River Rd 77.00-07-02.000	\$0.00	\$50.00
18-018 <i>interior wall removal</i>	3/6/2018	David Wayman	Alterations-Residential	3673 Abdallah Ave 96.06-01-23.000	\$883.00	\$42.00
18-019 <i>Thoma permit by Des</i>	3/8/2018	George McCracken	Alterations-Residential	655 Lime Hollow Rd 95.00-06-08.000	\$27,061.00	\$50.00
18-020 <i>bathroom remodel by Crown Construction-changing tub to shower</i>	3/15/2018	Roland Ryan	Alterations-Residential	506 McLean Rd 95.14-01-12.000	\$24,000.00	\$88.00
18-022 <i>26 x 40 pole garage w attic trusses, insulated w slab on grade by Burkholder Builders</i>	3/19/2018	Benjamin & Kelley Locke	New Construction-Res	981 Route 222 86.13-01-44.000	\$38,400.00	\$116.00
18-024	3/26/2018	CMA Properties LLC	Signs	Cortland Health Center, Pro Ac 76.18-01-07.000	\$0.00	\$48.00
18-025 <i>24 x 30 x 9 Pole garage by Chris Coleman LLC</i>	3/29/2018	Dickie Scutt	New Construction-Res	415 McLean Rd 95.00-01-41.000	\$17,800.00	\$76.00
D18-03 <i>removal of 30 x 60 Morton style pole barn by Upstream Construction</i>	3/13/2018	Derek & Lauren Davis	Demolition	4433 Cosmos Hill Rd 76.13-01-02.100	\$0.00	\$90.00
D18-04 <i>12x20 demotion of garage. Took down in pieces. Owner tore down prior to permit.</i>	3/28/2018	Dickie Scutt	Demolition	415 McLean Rd 95.00-01-41.000	\$0.00	\$12.00
D18-05 <i>Removal block curtain wall partitions and built up floor section (Old Ames Chevorlet Building) by Contento Demolition</i>	3/29/2018	Royal Auto Group	Demolition	3903-3911 West Road 86.17-01-02.111	\$0.00	\$600.00
				March Total :	\$108,144.00	\$1,172.00
				Reporting Period Total:	\$108,144.00	\$1,172.00
				Year-to-Date :	\$499,777.00	\$5,451.60

Town of Cortlandville
Code Enforcement Office/ Building Dept.
Daily Report- March 2018

<u>Date:</u>		miles
3/1/2018	no work-dental surgeon appt /	
3/2/2018	<p>start 0625-snow day for schools / working on month end reports to turn in/ catch up logs for time, mileage, etc / quit time 0914 / start 1030 / 1601 Lighthouse Hill Rd-underslab plumbing inspection-duplex-need to do follow up on Monday / 4444 Locust Ave-site visit-no new activity / spoke w TwnClrk-FOIL request for Bellcrest garage determination and emailed results / issued bldgprmtpkt-Cosmos Hill Rd-demo request-pole barn -office visit / Luker Rd-Valley Rentals-emailed bldr for CommCheck needed with HVAC and lighting/ electrical plan reviews and follow up emails to bldr-Luker Rd self storage / quit 1630 (8.8 total hrs)/</p>	6.2
3/5/2018	<p>start 0756-site visits Rte 13-need to contact carwash owner for updates / updates w PZO-Bellcrest subdivision vs missing SWPPP / 615 McLean Rd-office visit-gave out bldgprmtpkt-demo request and bldgprmtpkt-new garage / office visit w bldr gave out bldgprmtpkt-demo request -Cosmos Hill Rd / need to research zoning vs storage Blue Creek Rd and call back / mailed out bldgprmtpkt and letter of Compliance for renovations-3845 Rte 281 / lft office 1016/ underslab plumbing inspection-1601 Lighthouse Hill Rd / returned call to owner-Luker Rd-temp sign questions-told them to call Des for info / plan reviews-Luker Rd-self storage plans / Rte 281, Fisher Ave, Rte 11-site visits / site visit 4386 Rte 11-deconstruct-no new activity / quit time 1032 (2.6 hrs)/</p>	9.1
3/6/2018	<p>1355 start time / office visit and plan review-issued bldgprmt bldr pd \$42-remodel -3673 Abdallah Ave-Complaint filed fr remodeler about not being able to get permit pulled from full time CEO /office visit w bldr-Code and permit questions-new home proposed Ridge Rd in spring-no plans yet / email to Thoma for permit inquiry info and updates / plan review and correspondence 981 Rte 222 for new garage-details missing / returned response -854 Rte 13-items missing for final CO / quit time 1733 (3.6 hrs) /</p>	

3/7/2018	0637 start- site visit -3861 Rte 281-stone work at front pillars/ stopped by office for folders for plan reviews/quit time 0650 / start 1330 - plan reviews offsite/ 415 McLean Rd garage demo- final inspection / Luker Rd , E River Rd site visits /	6.5
3/7/2018	1444 start/ emails for Rte 222 project and McLean Rd project / lft office 1504- footer inspection -807 Rte 222-dug, no forms / Highland, Fairview, Rte 222 site visits / returned call to bldr- Abdallah project-set appt for tomorrow insp / Rte 222, Saunders Rd, Pendleton St Ext, Blodgett Mills Rd, Rte 11 site visits / first property past 1945 Blodgett Mills Rd-illegal cabin- need to send NofV - site visit / quit time 1538 (2.1 hrs) /	17.6
3/8/2018	start 1225 / 3673 Abdallah Ave- framing inspection - confirmation of no beam needed-remodel / McLean Rd, Deerfield Hghts, Surrey Dr- site visits / 437 Surrey Dr- final inspection -spoke w bldr- issued CofC -reroof complete / Fairview Dr, Rte 222, Woods Edge- site visits / footer inspection -no forms yet 807 Rte 222-emailed bldr w ques on timing for forming / insulation inspection, mechanical inspection -Woods Edge new home / Kinney Gulf Rd, Bond Rd- site visits / quit time 1317 / start time 1522 at office / plan reviews for Lighthouse Hill Rd, Luker Rd, returned emails and correspondence / spent time fixing screw ups in permit reports other Code Officer changed at Clerks office / Thoma project emails for open projects and current status / quit time 1732 (3.1 total hrs)/	12.2
3/9/2018	start 0630 / more time straightening out permit number changes by other Code Officer to line up with IPS report and turned into Town Clerk / emails and Code research and plan reviews for Luker Rd-new Comm Ck submitted-self storage / quit time 0856 after reviewing w CEO and paying attention to BAS reports per numbering system/ start back in 1100/	

3/9/2018	<p>emails and responses for deck and post hole questions fr home owner-no address given / returned call and lft vm for bldr-Blue Creek Rd-tear off and metal roof repl. Needing bldgprmt / 415 McLean Rd-office visit and plan review-new garage-spoke w bldr-needs site plan variance-gave him folder and PZO contact info to apply for Variance-new project too close to road at old site / researched and issued Letters of Compliance-7 different parcels-Bestway, BB, Prop Inc-emailed three letters for banking request-Luker Rd / scanned and emailed Zoning regs per district to forward per owners request / discussion w payroll clerk for reporting needed per retirement system /emailed nail and spa salon-vestibule needs to stay with stamped design, not allowed to keep it small-rec'd conf. email / left office 1702-did footer inspection 807 Rte 222 for piers on addition / quit time 1710 (8.6 total hrs)/</p>	3.2
3/12/2018	<p>start time 0640 / email responses, Code research for plumbing fittings, log and time sheet work / issued expired permit notice-1900 E River Rd-reg mail / plan review w 873 Rte 13-Brix Express / 1945 Blodgett Mills Rd-issued Stop Work and Compliance Order-prebuilt camp w no bldgprmt on file / 0920 lft office / foundation inspection-873 Rte 13 for confirmation on plan review -new extension behind Moes / 3918 Rte 281-office visit-Salon, Nails-question on leaving wall for vestibule w no door-denied-needs to be moved -inquired w des for sign application / Rte 13, Rte 11 site visits / framing inspection-3871 mini storage-ohd installation at last building -prefinal inspection-large storage building-windows in place-need final electrical / E River Rd, Lorings Crossing, Lighthouse Hill Rd-site visits / preslab inspection-radiant floor-1601 Lighthouse Hill Rd / quit time 0954 / CEO training at County Office Building by DOS-Codes and Zoning hot topics and case law - start 1630 quit 2000 (total hrs 6.7) /</p>	14.6
3/13/2018	<p>start 1504 / insulation inspection, framing inspection, mechanical inspection-4428 Raphael Dr / Davinci Dr, Cosmos Hill, Sweeney Rd, Kinney Gulf Rd-site visits / 1945 Blodgett Mills Rd-returned call fr Stop Work Order for illegal cabin-seller to remove bldg at first chance-explained to owner-fines start at notice date / returned call to sign maker w fee /</p>	6.2

3/13/2018	4433 Cosmos Hill Rd- office visit and plan review w contractor issued demo permit-pd \$90 / returned call -cell tower close out-1463 Ahrens Rd-antenna work done-did plan review -need to do site visit and email CofC / quit time 1744 (2.7hrs)/ 1785 Ahrens Rd-turn around for final inspection-tower w additional antennae-can close out /	
3/14/2018	start 1411 at office / 4275 Bellcrest Dr-researching local law vs zoning vs structures allowed-responded to TwnClrk-inquiry from complainer / Code research for R values vs renewable vs BTU's on low energy buildings / tried starting online form 1203 for annual reporting online-no luck w program thus far / left office 1517 / did site visit follow up to Red Apple fr car crash-bollards, pump and canopy frame repaired / Starr Rd, Pendleton St Ext, Ahrens Rd- site visits / final inspection -cell tower Ahrens Rd-need to close out permit / framing inspection -3066 Page Green Rd-pole barn almost complete-siding installation / quit time 1547 (1.6 hrs)/	5.3
3/15/2018	1408 start time/ returned call , plan review -876 Rte 13-ques on inspection schedule and wiring-carwash-to start tower next week weather permitting / site visits -North Rd, Rte 41 / 3833 Rte 11- site visit -demo inspection-almost complete for old Suburban Propane office bldg / 3871 Rte 11- final inspection -last mini storage-need to ck into Storm Water close out / 1439 back to office / 506 McLean Rd- plan review for bath remodel-called bldr-ques on window- issued bldgprmt-pd \$88 -left outside office for bldr / more plan review -Sun Auto-ckg on windows and tower finishes- pre-final inspection / quit time 1721 (3.2 hrs) /	11.2

3/16/2018	<p>start at office 0610 / updates for mileage log, daily log, emails, property research / 3870 Rte 281-emailed contractor-need final electrical insp cert prior to issuing CofO-Sun Auto / 1863 Ahrens Rd-issued CofC-antennae work at cell tower-to email to installer / 0944 left office-framing inspection-3576 Parti Drive-siding installation not complete / office visit-3918 Rte 281-ques on vestibule-need to research and return call / 3673 Abdallah Ave-site visit-remodel-no new activity / McLean Rd, Fairview Dr, Rte 222- site visits / 807 Rte 222- foundation inspection, framing inspection-perimeter addition frame started / site visit 4386 Rte 11-no new demo activity / 1601 Lighthouse Hill Rd-foundation inspection-interior floors poured and finished thru out duplex / quit time 1026 (4.3 hrs) /</p>	9.3
3/19/2018	<p>start 0650 / log , time sheet, emails / 1875 Ahrens Rd-emailed CofC to installer for tower work w new antennae / 807 Rte 222-email to bldr-Fri insp. Okay / issued bldgprmt-garage-981 Rte 222-mailed to owner-pd \$116 / 0917 lft office / plumbing inspection-506 McLean Rd-remodel / site visits-E Holl Rd, Lime Hollow Rd / framing inspection-876 Rte 13-stripping roof for sign tower / 3538 Rte 13-site visit-demo house-no recent activity / 4074 Kinney Gulf Rd-framing inspection-steel roofing not complete, window and door installation-Thoma project / 4540 Sweeney Rd-site visit- no activity for new home layout / quit time 1015 (3.4 hrs) /</p>	10.8
3/20/2018	<p>start 1305-site visits-Rte 11, Greenwood Rd, Carr Hill Rd / 3975 Carr Hill Rd-site visit-garage demo active-by owner / Ames Rd, E River Rd-site visits-no recent activity at 2100 Ames / quit 1323 / start 1505 at desk / returned call to 3090 Clute Rd-did plan review per request to get back to owner with / quit 1745 (2.9 total hrs) /</p>	8.9

3/21/2018	<p>1335 start time-site visit 1314 Bell Drive-house looks complete- need to contact bldr to close out / 3870 Rte 281-prefinal inspection-ext lighting installation-need final electrical to close out / more plan review-3090 Clute Rd art gallery / office visit and started plan review-new home at Woods Edge proposed emailed plan review list of items needed for full review / 1533 left office-site visits- Saunders Rd, Pendleton St Ext, Tower Rd/ framing inspection-pole barn-3066 Tower Rd / site visit-3090 Clute Rd-fill in place for proposed garage, art gallery / quit time 1546 (2.2 hrs)/</p>	10.3
3/22/2018	<p>1401 start / site visit, framing inspection, plumbing inspection, insulation inspection-duplex units 1601 Lighthouse Hill Rd / Locust Ave, Rte 222 site visits / 981 Rte 222-site visit-no activity-new garage permit / 807 Rte 222-framing inspection-addition on deck frame-subfloor down, walls framed ext / framing inspection, foundation inspection-876 Rte 13-framing inspection-carwash sign tower rough framing complete / back to office 1517 / 4366 Rte 41-returned call to owner-ques on demo vs remodel on existing home-to come by for permit / 860 Rte 13-returned call to GC-remodel at Key Bank-going to email plans for review / 3090 Clute Rd-emailed owner and AIA w completed plan review for art gallery and garage plans / 1735 quit time (3.6 hrs) /</p>	8.3
3/23/2018	<p>start 0615-daily log, mileage, time sheet updates / emails, vm's / 0835 lft office / 1601 Lighthouse Hill Rd-more plan review-emailed PE-ques on T stats and locations / 4074 Kinney Gulf Rd-site visit-Thoma project-no new activity / Hatfield Rd site visits / quit time 0844 / start time 1100 / 1601 Lighthouse Hill Rd-plumbing, mechanical inspection-discussion of ERV vs T stats and location / 1787 Lighthouse Hill Rd-framing inspection-garage shop / 1132 back to office / plan review and emails to PE and owner-new home-Woods Edge / framing inspection-876 Rte 13-roofing install at carwash tower and main roof /</p>	5

3/23/2018	<p>final inspection-1159 Gallagher Rd-roofing and windows complete-emailed bldr for update to close out / Page Green Rd, Blodgett Mills Rd-site visits / 1945 Blodgett Mills Rd-site visit-some dismantling taking place for NofV and Stop Work Order / 3686 Rte 11-site visit-Thoma project-no activity yet / 3082 Ridge Rd-site visit-deck and ramp permit-no started yet / Clinton St Ext-Rte 41, Rte 11 site visits / 4473 Rte 41-final inspection-issued CofO back at office-Thoma project / final inspection-3833 Rte 11-issued CofC back at office-demo old Suburban Propane building / 1608 Oakcrest St-site visit-no activity on addition yet / 1413 Bell Drive-emailed owner for updates -ques on final / more plan reviews and email to bldr- Luker Rd-new rental bldgs / left office 1654 (8.4 total hrs) /</p>	23.8
3/26/2018	<p>start time 0630-updated log, time sheet, email reviews / 854 Rte 13-emailed AIA and owner for updates to certifications for CofO / 3918 Rte 281-emailed NYS DOS for guidance with air lock removal vs reinstallation / emailed bldr-3105 Clute Rd-looking for final electrical / 0916 packed up at office / site visits- Sleepy Hollow Rd, Bowling Green Rd, Cedar Crest Dr / Fairview Dr, Rte 222, Highland Rd-site visits / Blue Creek Rd, Davinci Dr, Raphael Dr-site visits / plumbing inspection-4428 Raphael Dr / 0943 quit time (3.2 hrs)/</p>	6.9
3/27/2018	<p>1900 E River Rd-renewed bldgprmt-remodel addition-pd \$50-mailed to owner / 1230 start time-site visits-Gracie Rd, McLean Rd, Rte 222 / 981 Rte 222- post hole inspection-garage / 807 Rte 222-framing inspection-addition / Highland Rd, Sweeney Rd, Cosmos Hill Rd-site visits / 4428 Raphael Dr-follow up plumbing inspection -new home / quit time 1332 (1.0hrs)/</p>	9.7
3/27/2018	<p>start 1410-site visit, plumbing inspection-1601 Lighthouse Hill Rd-need to research dryer venting and call bldr/ 1512 got to office / email response fr DOS for vestibule requirements vs IEBC -nail salon and spa / email to AIA for hair salon for updates on certifications / returned call to PM for 3903 Rte 281 for demo permit application / 1708 quit time (4 hrs total) /</p>	6.3

3/28/2018	1228 start time / Luker Rd site visit w owner-self storage bldg site questions and plan review / Rte 281, Fisher Ave, Lighthouse Hill Rd, McDonald Rd- site visits / quit time 1330(1.0) / start 1510 back to office / started plan review for Royal Auto remodel / 1525 lft office-Saunders Rd, Page Green Rd, Tower Rd- site visits and framing inspections / quit 1535 (1.4 total hrs)/	13.8
3/29/2018	1314 Bell Dr-returned call to bldr-blower door test needed and final electrical cert / start 1420- framing inspection -981 Rte 222-pole garage / site visit -3903 Rte 281-no activity for demo-office visit w owner- issued demo permit-pd \$600 -sent out email and snail mail / back to office 1442 / 415 McLean Rd- issued bldgprmt-owner pd \$76-office visit -new garage / plan review started 3725 Fairview Dr plan review -ADA bath remodel / more plan review -3903 West Rd auto dealership remodel / 860 Rte 13-started plan review -bank remodel / quit time 1731(3.2 hrs)/	4.2
3/30/2018	start time 0610-daily log, timesheet, mileage updates / office mtg w DepSpr for items needed on firewall for Rex's / office mtg w Town Atty-Bellcrest issues and to contact owner for possible court appearance / plan review -860 Rte 13-bank remodel / call to NYS DOT for setbacks-4386 Rte 11-sign requirements-put permit into program-not processed, need setback for site map and payment / 0835 left office after discussion w PZO on Luker Rd project vs FAA standing and Storm Water w NOI issued and okay to move dirt/	
3/30/2018	start 1114-Rte 13 / framing inspection 876 Rte 13-roofing almost complete-carwash / 860 Rte 13 plan review and email to GC for items needed toward permit / quit time 1712 (total hrs 8.4)/	2.7
	Total mileage for March	212.1

Submitted By: Kevin J. McMahon

April 02, 2018

Town of Cortlandville CO & CC Issued

1-Mar to March 31, 2018

Alterations-Commercial					
Permit #	SBL	Completion Type	Applicant	Location	Issue Date
17-018	97.00-01-36.111	Certificate of Compliance	Centerline Communications	1863 Ahrens Rd	3/16/2018
				Alterations-Commercial # of CC/CO :Issued :	<u>1</u>
Alterations-Residential					
Permit #	SBL	Completion Type	Applicant	Location	Issue Date
17-074	95.13-01-02.000	Certificate of Compliance	Eileen Whalen	437 Surrey Dr	3/8/2018
18-010	88.16-01-05.120	Certificate of Occupancy	Jeffery King	4473 Route 41	3/23/2018
				Alterations-Residential # of CC/CO :Issued :	<u>2</u>
Demolition					
Permit #	SBL	Completion Type	Applicant	Location	Issue Date
D18-01	87.04-01-17.000	Certificate of Compliance	John Bergeron	3833 Route 11	3/23/2018
D18-04	95.00-01-41.000	Certificate of Compliance	Dickie Scutt	415 McLean Rd	3/28/2018
				Demolition # of CC/CO :Issued :	<u>2</u>
Grand Total:					<u>5</u>

Permit Status Report

March 31, 2014 - March 31, 2018

For Permit Type : All

Permit #	Applicant	Parcel Location	SBL#	Permit Type	Issued	Status
Description of Work						
14-17	Greg and Barb Leach	3245 West River Rd	108.00-04-04.	Swimming Pools	5/2/2014	Open
	<i>13 x 30 inground pool by Royal</i>					
14-35	John Barden	927 Blue Creek Rd	76.00-04-01.0	Permit Renewal	2/13/2018	Open
	<i>Permit renewal for original- dated 06/20/14 for 2300 sf ICF home built by owner</i>					
15-24	Brian Francis	1900 E River Rd	77.00-07-02.0	Permit Renewal	3/3/2018	Open
	<i>Renewal permit for 15 x 25 family room addition/pt post foundation</i>					
15-38	Lawrence Carlisle	4462 Locust Ave	77.00-02-02.0	Decks	5/23/2015	Open
	<i>32 x 16 deck for above ground pool</i>					
15-79	Empire Construction of CNY LLC	4444 Locust Ave	77.00-02-04.1	Permit Renewal	2/7/2018	Open
	<i>40 x 60 pole barn w office space</i>					
15-80	Glenn Anderson	4444 Locust Ave	77.00-02-04.1	Permit Renewal	10/4/2016	Open
	<i>2400 sf home with walkout basement</i>					
15-85	Debra and Charles Tucker-Curley	989 Beechwood Ln	96.17-01-05.0	Permit Renewal	2/15/2017	Open
	<i>RENEWAL OF ORIGINAL PERMIT #15-85 dated: 10/21/15 for a 3270 sf home on walkout bsmt</i>					
16-109	Bestway Enterprises Inc	3832 Luker Rd	86.17-02-01.1	New Construction-Comm.	12/5/2016	Open
	<i>80 x 125 insulated steel framed vehicle maintenance shop w break room, office and bath</i>					
16-12	Ben Giamichael	711 Sleepy Hollow Rd	95.11-02-07.0	Swimming Pools	3/11/2016	Open
	<i>16 x 36 inground pool w fence</i>					
16-42	Tom and Robin Casterline	758 Bowling Green Rd	95.11-01-18.0	Swimming Pools	6/2/2016	Open
	<i>18' round above ground pool by Canon</i>					
16-45	James Jacob	3381 Page Green Rd	96.00-10-08.0	Swimming Pools	6/7/2016	Open
	<i>Royal fiberglass inground 13 x 30 pool</i>					
16-62	Byron Horak	1686 Lighthouse Hill Rd	77.09-01-03.0	Decks	7/19/2016	Open
	<i>14 x 24 deck, 11 x 12 patio slab, 11 x 21 roof over patio slab</i>					
16-70	Sam Darbshire	1644 Lighthouse Hill Rd	77.00-05-14.0	Additons-Residential	8/1/2016	Open
	<i>16 x 23 sunroom</i>					
16-87	Jesse Gale	4151 Carr Hill Rd	87.00-01-09.1	Alterations-Residential	9/8/2017	Open
	<i>Permit renewal- interior remodel fire restoration</i>					
16-89	Dan and Christine Horn	922 Blue Creek Rd	85.00-08-16.2	New Construction-Res	9/12/2017	Open
	<i>24 x 30 interior post frame house remodel + 26 x 18 garage w attic</i>					
16-92	Kirwin Gibbs	1199 Davinci Drive	76.00-02-13.1	Swimming Pools	9/28/2016	Open
	<i>inground 16 x 40 pool and spa</i>					
17-001	Robert Jones	4401 Nichols Rd	78.00-01-31.0	New Construction-Res	1/23/2018	Open
	<i>Renewal permit for 12 x 30 garage addition</i>					
17-003	Tieler and Megan Sweeney	3444 Pendleton St	97.00-05-03.0	Alterations-Residential	1/27/2017	Open

Permit #	Applicant	Parcel Location	SBL#	Permit Type	Issued	Status
						<i>remodel of kitchen and bath and new furnace by owner</i>
17-004	Robert Jones	4401 Nichols Rd	78.00-01-31.0	Decks	2/7/2018	Open
						<i>Renewal permit for 40' covered porch and 40' artic breezeway</i>
17-022	Charles Symons	3850 Highland Rd	85.19-01-19.0	Alterations-Residential	5/9/2017	Open
						<i>foundation renovations and repairs for garage</i>
17-027	Complete Construction Concepts LLC	3833 Route 11	87.04-01-17.0	New Construction-Comm.	5/23/2017	Open
						<i>3880 sf post frame office space with floating slab for Suburban Propane by CCC Construction</i>
17-030	Glenn Doran	3791 McGraw Marathon Rd	98.08-01-02.0	Swimming Pools	6/1/2017	Open
						<i>18 x 33 x 54" pool w alarm by Canon</i>
17-033	John DelVecchio	1314 Bell Dr	76.15-01-05.2	New Construction-Res	6/5/2017	Open
						<i>1494 sf stick framed 3 bdrm/2 bth home w attached 2 car garage on block crawl space</i>
17-036	Anne McLorn	1052 Blue Creek Rd	76.00-07-02.0	Swimming Pools	6/8/2017	Open
						<i>16 x 32 inground pool by Tarson with fence, alarm and safety cover</i>
17-037	Jamie Prindle	1787 Lighthouse Hill Rd	77.00-06-03.0	New Construction-Res	6/8/2017	Open
						<i>32 x 70 garage w 2 story conditioned space on existing slab</i>
17-039	James Cosimo	3430 Page Green Rd	96.00-09-05.0	Swimming Pools	6/9/2017	Open
						<i>13 x 30 inground fiberglass pool by Royal with fence and alarm</i>
17-040	Benjamin Slamp	4379 Route 281	76.14-01-58.0	Alterations-Residential	6/12/2017	Open
						<i>interior remodel at vacated sgl family</i>
17-043	Craig Turner	Clinton St	88.00-01-68.1	Additons-Residential	6/20/2017	Open
						<i>12 x 20 family room + 6 x 10 mudroom addition on existing cabin on ICF crawl space</i>
17-044	Robert VanDee	785 N Lamont	95.15-03-04.0	Swimming Pools	6/22/2017	Open
						<i>18' above ground pool by Canon w alarm and removable ladder</i>
17-049	National Contractors LLC	Aldi 908 Route 13	95.16-02-45.0	New Construction-Comm.	6/29/2017	Open
						<i>new 19k square foot retail food store by National Contractors LLC located at 908 Rte 13 Cortland</i>
17-050	2 Pro's Construction LLC	4428 Raphael Drive	76.00-06-11.0	Alterations-Residential	6/30/2017	Open
						<i>4626 sf of addition and remodel at existing house</i>
17-052	Eugene Forehand	3105 Clute Rd	107.00-02-09.	New Construction-Res	7/7/2017	Open
						<i>addition of 2 story 16 x 40 bedroom space with baths and remodeling</i>
17-054	Tim Law	3865,3871 Route 11	87.00-04-04.0	New Construction-Comm.	7/17/2017	Open
						<i>2 new mini storage units-non heated-30 x 300 each by CCC</i>
17-056	T Mobile	4437 Locust Ave	76.00-03-16.0	Alterations-Commercial	7/19/2017	Open
						<i>tower antenna modifications by T Mobile</i>
17-058	Allied Sign Co	David Yaman Route 13	95.00-10-04.0	Signs	7/31/2017	Open
						<i>Verizon signs-building and road side by Allied Sign</i>
17-060	Arthur Bell	4245 Bellcrest Drive	76.00-07-04.2	New Construction-Res	8/4/2017	Open
						<i>40/80/16 pole garage w 30/14/8 & 30/16/8 bumpouts w shingle roof B&B siding</i>
17-063	JPB, LLC	842 Bennie Rd	105.00-02-01.	Signs	8/14/2017	Open
						<i>unlit freestanding 4x8 sign +1 building mount 4x10 sign</i>
17-066	Believers Chapel	Thrifty Shopper 1118 Route 222	86.13-01-57.2	Alterations-Commercial	8/25/2017	Open
						<i>three interior classroom spaces- 1800 sf total</i>
17-067	Michael & Andrea Stevens	1601 Lighthouse Hill Rd	76.00-03-09.2	New Construction-Res	8/25/2017	Open

Permit #	Applicant	Parcel Location	SBL#	Permit Type	Issued	Status
Description of Work						
18-001	BRE Rook SH Walden Place LLC	Walden Place 839 Bennie Rd	105.00-02-03.	Signs	1/19/2018	Open
<i>2 free standing signs (Replacement) 4' x 8' each</i>						
18-003	MAB Roofing and Siding	1159 Gallagher Rd	106.00-09-11.	Alterations-Residential	1/22/2018	Open
<i>reroofing portion of house with metal and addition of 4x4 detached platform landing by MAB Roofing and Siding</i>						
18-004	Church Berean Bible	Berean Bible Church 726 Route 13	105.00-03-11.	Signs	1/24/2018	Open
<i>6x6 sign 9' in height</i>						
18-006	Cortland Asphalt Products Co	1902 Loring Xing	77.00-01-22.0	Permit Renewal	1/26/2018	Open
<i>Replacement permit for 17-026-changing from 2-12k tanks and pad to a double pad and 1 -30k tank #90</i>						
18-007	Dan King	3861 Route 281	86.17-01-11.1	Signs	1/30/2018	Open
<i>Signage updates</i>						
18-008	Yunpeng Huang/ Relaxation Nails & Spa	Cortoland Station Inc. 3918-3944 Rte 281	86.13-01-65.1	Alterations-Commercial	1/30/2018	Open
<i>Interior renovations for Nail and Spa Salon</i>						
18-012	Roxanne Sorrells	734 Bowling Green Rd	95.11-01-05.0	Alterations-Residential	2/16/2018	Open
<i>Thoma project for :Reroofing, porch repair replacement windows and doors by Tim Henry Improvements</i>						
18-013	Thomas and Jessica Thompson	3686 Route 11	97.02-01-17.0	Alterations-Residential	2/16/2018	Open
<i>Thoma project--reroofing, porch repair and replacement windows by O'Donnell Construction</i>						
18-014	Matthew Shimer	4074 Kinney Gulf Rd	85.00-08-25.0	Alterations-Residential	2/16/2018	Open
<i>Thoma project-replacement windows, doors, and roofing by O'Donnell Construction</i>						
18-015	Tanya Fedorka	3770 Fairview Dr	85.20-01-27.0	Alterations-Residential	2/23/2018	Open
<i>Thoma project-reroof porch, exterior landing, window and siding replacement by Empire Construction</i>						
18-016	Pyrotek Inc	641 Route 13	105.00-03-14.	Additions-Commercial	2/27/2018	Open
<i>12 x 12 shed by Essex -addition on footings</i>						
18-017	Steve Randall Remodeling	807 Route 222	85.20-01-06.0	Additons-Residential	2/28/2018	Open
<i>21 x 22 addition for master suite on pole construction by Steve Randalls Remodeling</i>						
18-018	David Wayman	3673 Abdallah Ave	96.06-01-23.0	Alterations-Residential	3/6/2018	Open
<i>interior wall removal</i>						
18-019	George McCracken	655 Lime Hollow Rd	95.00-06-08.0	Alterations-Residential	3/8/2018	Open
<i>Thoma permit by Des</i>						
18-020	Crown Construction	506 McLean Rd	95.14-01-12.0	Alterations-Residential	3/15/2018	Open
<i>bathroom remodel by Crown Construction-changing tub to shower</i>						
18-021	Cortlandville Crossing LLC	Cortoland Station Inc. 3918-3944 Rte 281	86.13-01-65.1	Signs	3/16/2018	Open
<i>3' x 32' 2" Building Mounted sign</i>						
18-022	Benjamin & Kelley Locke	981 Route 222	86.13-01-44.0	New Construction-Res	3/19/2018	Open
<i>26 x 40 pole garage w attic trusses, insulated w slab on grade by Burkholder Builders</i>						
18-023	McNeil Development LLC	882 Route 13	95.16-02-77.0	Signs	3/19/2018	Open
<i>1 building mounted sign 4x10 1 free standing (replacing) 4x10</i>						
18-024	Signs by Marsh	Cortland Health Center, Pro Active 1259 Fisher Ave	76.18-01-07.0	Signs	3/26/2018	Open

Permit #	Applicant	Parcel Location	SBL#	Permit Type	Issued	Status
Description of Work						
18-025	Dickie Scutt	415 McLean Rd	95.00-01-41.0	New Construction-Res	3/29/2018	Open
<i>24 x 30 x 9 Pole garage by Chris Coleman LLC</i>						
D17-03	Alicia Augur	3975 Carr Hill Rd	87.00-01-15.0	Demolition	6/2/2017	Open
<i>removal of 11 x 24 garage</i>						
D17-05	National Contractors LLC	Aldi 908 Route 13	95.16-02-45.0	Demolition	6/29/2017	Open
<i>removal of approx. one third existing store per site plan approval for new store construction</i>						
D17-06	Hiawatha Ventures LLC	4386,4392 Route 11	76.15-01-30.0	Demolition	12/7/2017	Open
<i>deconstruction for rebuild off site for railway setting building</i>						
D18-02	Melvin Simon	3538 Route 281	95.16-01-20.0	Demolition	2/27/2018	Open
<i>Demolion of 24 x 48 house</i>						
D18-03	Upstream Construction	4433 Cosmos Hill Rd	76.13-01-02.1	Demolition	3/13/2018	Open
<i>removal of 30 x 60 Morton style pole barn by Upstream Construction</i>						
D18-05	Royal Auto Group	3903-3911 West Road	86.17-01-02.1	Demolition	3/29/2018	Open
<i>Removal block curtain wall partitions and built up floor section (Old Ames Chevorlet Building) by Contento Demolition</i>						

Total # Permits : 85

RECEIVED APR 13 2018

F-3

CORTLANDVILLE TOWN COURT

Raymond G. Thorpe Municipal Building
3577 Terrace Road
Cortland, New York 13045

Francis J. Casullo
Presiding Justice

(607) 756-2352
Fax (607) 756-6753
No service by fax



April 13, 2018

Richard C. Tupper
Town Supervisor
Town of Cortlandville
3577 Terrace Road
Cortland, New York 13045

RE: Justice Report for the month of March, 2018

Dear Mr. Tupper:

Please be advised the Court completed 582 cases for the month of March and turned over \$60,928.00 in fines and forfeitures to the New York State Comptroller for that period.

The Court also completed one alcohol case relative to the STOP DWI Program.

Thank you for your attention in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Francis J. Casullo". The signature is written in a cursive style and is positioned above a faint, illegible stamp or watermark.

Francis J. Casullo
Town Judge
Town of Cortlandville

FJC:mcc

PC Kristin E. Rocco-Petrella, Cortlandville Town Clerk

RECEIVED APR 13 2018

F-3

CORTLANDVILLE TOWN COURT

Raymond G. Thorpe Municipal Building

3577 Terrace Road

Cortland, New York 13045

Lenore M. LeFevre

Presiding Justice

(607) 756-2352
Fax (607) 756-6753
No service by fax



April 13, 2018

Richard C. Tupper
Town Supervisor
Town of Cortlandville
3577 Terrace Road
Cortland, New York 13045

RE: Justice Report for the month of March, 2018

Dear Mr. Tupper:

Please be advised the Court completed 475 cases for the month of March and turned over \$49,629.00 in fines and forfeitures to the New York State Comptroller for that period.

The Court also completed one alcohol case relative to the STOP DWI Program.

Thank you for your attention in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lenore M. LeFevre', written in a cursive style.

Lenore M. LeFevre
Town Judge
Town of Cortlandville

LML:mcc

PC Kristin E. Rocco-Petrella, Cortlandville Town Clerk

430 CAPITOL
ALBANY, NEW YORK 12247
(518) 455-3131

41 S. MAIN STREET
ONEONTA, NEW YORK 13820
(607) 432-5524

E-MAIL
SEWARD@NYSENATE.GOV

WEBSITE
SEWARD.NYSENATE.GOV

THE SENATE
STATE OF NEW YORK



JAMES L. SEWARD

SENATOR, 51ST DISTRICT

RECEIVED APR - 8 2018

CHAIRMAN, MAJORITY PROGRAM
DEVELOPMENT COMMITTEE

CHAIRMAN
INSURANCE COMMITTEE

COMMITTEES

RULES

FINANCE

EDUCATION

HIGHER EDUCATION

AGRICULTURE

HEALTH

MENTAL HEALTH

61

March 23, 2018

Mr. Basil Seggos, Commissioner
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-1011

**RE: Gravel Mining Permit - Route13ROCKS LLC
Town of Cortlandville, Cortland County**

Dear Commissioner Seggos,

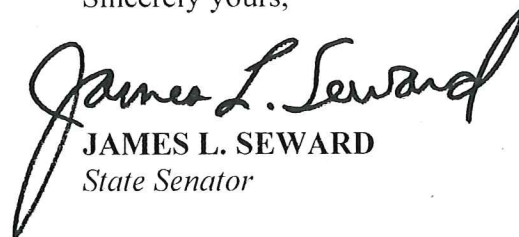
I have been contacted by the supervisor of the Town of Cortlandville in my district relative to the gravel mining application of Route13ROCKS LLC. The particulars of the supervisor's concern are enclosed.

The town is concerned that the applicant seeks to mine at a significant level below the mean seasonal water table and the effect on its aquifer, from which municipal water is drawn. The DEC has taken lead agency status under SEQRA, and while I take no position with regard to the merits of the case, I want to ensure that the town's concerns are fully reviewed and the application is comprehensively analyzed.

Thank you for your attention to this matter.

With best wishes, I remain

Sincerely yours,


JAMES L. SEWARD
State Senator

JLS:dd:jt

Enclosure

Cc: Mr. Matthew Marko, Regional Director, Region 7
Ms. Julia Tighe, Chief of Staff
Supervisor Tupper





1-3a

Fair and Equitable Housing Office

www.nyshcr.org
E-mail: FEHO@nyshcr.org

Utilization of Section 3 Residents and Businesses

1. Recipient Name & Address (street, city, state, zip):		2. SHARS #:		3. Dollar Amount of Award:	
Town of Cortlandville 3577 Terrace Road Cortland, NY 13045		287HR326-16		\$383,000.00	
		4. Contact Person:		5. Phone (w/ area code):	
		Richard Cunningham			
		6. Reporting Period		7. Date Report Submitted:	
2018 Quarter 1		4/13/2018			
8. Program Code* (use a separate sheet for each program code)			9. Project Name:		
8			Town-wide Housing Rehab		
Part I: Employment and Training (Include New Hires in Columns E and F)					
A Job Category	B # of New Hires	C # of New Hires that are Section 3 Residents	D % of Aggregate # of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F # of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (list trade)					
		NO HIRES			
Other (list)					
Total	0	0	0	0	0

- *Program Codes**
- | | | | |
|--------------------|-------------------------|---------------------------|---------------------------|
| 1=Flexible Subsidy | 3=Public/Indian Housing | 4=Homeless Assistance | 8=CDBG State Administered |
| 2=Section 202/811 | A=Development | 5=HOME | 9=Other CD Program |
| | B=Operation | 6=HOME State Administered | 10=Other Housing Programs |
| | C=Modernization | 7=CDBG Entitlement | |

Part II: Contracts Awarded	
1. Construction Contracts:	
A. Total dollar amount of all contracts awarded on the project	\$ 47,411.35
B. Total dollar amount of contracts awarded to Section 3 businesses	\$ 44,811.35
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	94.52 %
D. Total number of Section 3 businesses receiving contracts	5
2. Non Construction Contracts:	
A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$ 0
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$ 0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	0 %
D. Total number of Section 3 businesses receiving non-construction contracts	0

Part III: Waiver Request Indicate the "Good Faith Efforts" made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government housing. (Check all that apply and provide documentation and a narrative of the outcome.)

Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which Section 3 covered program or project is located, or similar method.

Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concern.

Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.



 Signature of Company Official

4/9/18

 Date

Non-compliance with the requirements of Section 3 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

1-36

AFFIDAVIT

TOWN OF CORTLANDVILLE:
STATE OF NEW YORK: ss:

I, Richard Tupper, having been duly sworn, hereby depose and say that:

1. I am Supervisor of the Town of Cortlandville, an incorporated municipality in the County of Cortland, State of New York, and

2. In my capacity as Supervisor, I am fully familiar with the extension of loan funds by the Town's Community Development Program to Louis Thompson, on or about April 4, 2018 in the amount of \$27,040.96 and

3. The Town received in return for said loan funds a mortgage on the property located at 1539 Saunders Road, in the Town of Cortlandville, and

4. Upon information and belief, based upon the information supplied by the New York State Department of Taxation and Finance the Town of Cortlandville is "... an organization organized other than for profit which is operated on a non-profit basis no part of the net earnings of which inures to the benefit of any officer, director or member and which is exempt from Federal Income Taxation pursuant to Section A of Section 501 of the Internal Revenue Code ...", and as such, is exempt from the mortgage tax as well as the special mortgage tax imposed by State Tax Law, and I request the Clerk of the County of Cortland to record the aforesaid mortgage without charging the above mentioned mortgage taxes.

Richard Tupper, Supervisor

Sworn to me this
____ day of _____, 2018

Notary Public

AFFIDAVIT

TOWN OF CORTLANDVILLE:
STATE OF NEW YORK: ss:

I, Richard Tupper, having been duly sworn, hereby depose and say that:

1. I am Supervisor of the Town of Cortlandville, an incorporated municipality in the County of Cortland, State of New York, and

2. In my capacity as Supervisor, I am fully familiar with the extension of loan funds by the Town's Community Development Program to Earl D. Fox and Donna M. Fox and Laura Fox, on or about April 6, 2018 in the amount of \$17,550.00 and

3. The Town received in return for said loan funds a mortgage on the property located at 3133 Gracie Road, in the Town of Cortlandville, and

4. Upon information and belief, based upon the information supplied by the New York State Department of Taxation and Finance the Town of Cortlandville is "... an organization organized other than for profit which is operated on a non-profit basis no part of the net earnings of which inures to the benefit of any officer, director or member and which is exempt from Federal Income Taxation pursuant to Section A of Section 501 of the Internal Revenue Code ...", and as such, is exempt from the mortgage tax as well as the special mortgage tax imposed by State Tax Law, and I request the Clerk of the County of Cortland to record the aforesaid mortgage without charging the above mentioned mortgage taxes.

Richard Tupper, Supervisor

Sworn to me this
____ day of _____, 2018

Notary Public

OWNER-OCCUPIED LOAN AGREEMENT

1-3c

Made this 10th day of April 2018 by Earl D. Fox and Donna M. Fox, residing at 3133 Gracie Road, Cortland, New York and Laura Fox, residing at 1266 Bloody Pond Road, Cincinnatus, New York (the "Borrower") and the Town of Cortlandville, a municipal corporation with offices at 3577 Terrace Road, Cortland, New York (the "Town"), through the Town of Cortlandville's Community Development Block Grant (CDBG) Program (the "program").

WITNESSETH THAT:

WHEREAS the Town has funds available through its CDBG Program for loans to homeowners qualifying under the CDBG Program, and

WHEREAS the Borrower has applied for such a loan, or loans, and is qualified and eligible for funds from this program, to be spent on their property located at 3133 Gracie Road, Cortland, New York, (the "subject property" as described in the attached Schedule A) for certain repairs and improvements (the "CDBG project"), and

WHEREAS the Town is willing to lend money to the Borrower(s) pursuant to such program for the purpose of undertaking the CDBG project, subject to certain terms and conditions.

NOW, THEREFORE, in reliance upon the information provided to the Town by the Borrower, and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The Town agrees to lend \$17,550.00 plus additional funds if there are any approved change orders to the Borrower (the "total CDBG assistance"); \$ N/A of which shall be provided as a direct loan with an interest rate of zero percent (0%) repayable pursuant to the terms and conditions noted below under the heading "Direct Loan" if applicable, and \$17,550.00 of which shall be provided as a deferred payment loan with an interest rate of zero percent (0%) repayable pursuant to the terms and conditions noted below under the heading "Deferred Payment Loan". The direct loan and/or deferred payment loan portions of the CDBG assistance may also be referred to as the loan or loans, collectively.

A. Direct Loan

Not Applicable

B. Deferred Payment Loan

The Borrower agrees to repay to the Town all or a portion of the deferred payment loan portion of the total CDBG assistance (as calculated below) if:

a. The Borrower sells the property within five years from the date of completion of the CDBG project, or

b. The Borrower voluntarily or involuntarily no longer makes the property his/her/their primary residence within five years from the date of completion of the CDBG project including but not limited to, relocation, death, nursing home confinement, or imprisonment; or

c. The Borrower sells, conveys or otherwise transfers ownership or title in the Property within five years from the date of completion of the CDBG project; or

d. The Borrower rents, leases, or allows the use of the Property for any other person other than the Borrower within five years from the date of completion of the CDBG project; or

e. The Borrower violates any other terms of this Agreement within five years from the date of completion of the CDBG project.

The CDBG project completion date will be the date on which the final disbursement of the total CDBG assistance is/was made. In the event a, b, c, d, or e above should occur, the Borrower may be required to repay all or portion of the assistance. To determine the amount of the assistance to be repaid, the Borrower will be credited 1/60th of the deferred payment loan portion of the CDBG assistance for each month the Borrower reside(s)/resided in the property from the date of completion of the CDBG project, until the date of occurrence of default (i.e., the date a, b, c, d, or e above occurs) (the "residency credit"). The amount of the residency credit shall be subtracted from the deferred payment loan portion of the total CDBG assistance and the resulting balance of the deferred payment loan portion of the total CDBG assistance will be due and payable to the Town.

2. The Borrower agrees to sign a new Owner-Occupied Loan Agreement and Note and Mortgage if the amount of funds advanced is different from the amount identified in #1 above.

3. The Borrower agrees and accepts as a condition of this assistance from the Town to bring current, and keep current for the duration of this loan, all real property taxes, assessments, and water/sewer charges pertaining to all property owned by Borrower in the Town of Cortlandville, Cortland County, New York.

4. The Borrower will provide proof of fire insurance on the subject property to the Town with the Town of Cortlandville listed as a Loss Payee or Mortgagee, as determined by the Town. The insurance shall be in an amount adequate to cover all outstanding debts on the property including the Town's loan or loans, whichever is greater. The insurance will be kept current for the life of the loan or loans.

5. The Borrower will sign a Note and Mortgage in the amount of \$17,550.00, even date herewith, as a condition of this Agreement, and in the event that said Note and Mortgage terms conflict with the terms and conditions stated herein, said Note and Mortgage provisions shall prevail.

6. The Borrower acknowledges the rights of the Town as creditor and agrees to notify the Town prior to incurring any additional debt on the subject property which could cause a lien to be filed against said property.

7. At the option of the Town, the direct loan and /or deferred payment loan portions of the CDBG assistance, whichever is applicable, will be paid in full if the property is sold and/or if the Borrower no longer uses the subject property as Borrower's primary place of residence before the term of the direct loan and/or deferred payment loan expires, whichever is applicable. In the event a pay off is required hereunder, the Borrower will be credited with a residency credit on the deferred payment loan portion of the CDBG assistance determined as noted in condition 1.B. above.

8. At the option of the Town, no advance shall be due unless (a) all work usually done at that stage of construction is done in a good and workmanlike manner, and (b) all materials and fixtures usually installed and furnished by that stage of construction are installed and furnished. The Town shall inspect the work prior to the making of any installment. Work is to be done to the Town's satisfaction. No installment is to be paid unless construction is approved by an engineer, architect, or other party satisfactory to the Town.

9. At the option of the Town, if the work stops or does not proceed at a reasonable speed, the Town may employ workmen and purchase materials to complete or protect the work. If mechanics liens or orders or assignments of contract are filed against the property, the Town may pay and satisfy them. If any taxes, assessments, sewer rates, or water rates charged against the property are not paid when due, the Town may pay them. Payments made by the Town under this Paragraph are secured by the aforementioned Note and Mortgage as if they were installments paid to the Borrower.

10. At the option of the Town, Borrower agrees to pay for and indemnify the Town for all claims or liens for materials, labor, or services furnished for the improvements on the property. Borrower shall defend any action or proceeding brought against the Town on these liens or claims with an attorney of the Town's choice.

11. The Borrower agrees to maintain the subject property and make immediate corrections to any code violations. Yearly inspections of the subject property may be made for the term of the loan or loans, whichever term is longer, by the Town Code Enforcement Office or other Town representatives.

12. Compliance with HUD requirements: The Borrower shall comply with all of the following requirements:

(a) The regulations for the CDBG Program contained in 24, Part 570.

(b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion, national origin, sex, familial status, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project assisted with Community Development Block Grant funds.

(c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234), if the rehabilitated property is located within the Town's floodplain area.

(d) The regulations, policies, guidelines, and requirements of OMB Circular A-102 Revised (Handbook 1300.17), which relates to the acceptance and use of federal funds.

(e) Requests from HUD, the Town and/or the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the loan and cooperate fully with the Town in supplying information to meet CDBG audit requirements.

(f) The regulations of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; which directly prohibits discrimination in the sale, financing, rental, or advertisement of housing on the basis of race, color, religion, national origin, sex, familial status, or handicap.

(g) The lead-based paint requirements of 24 CFR, Part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.).

13. The Borrower will, if requested by the Town, cooperate fully and adjust for clerical errors, execute, or re-execute any and all agreements or other documents executed as evidence of the Borrower's debt to the Town as deemed necessary or desirable in the reasonable discretion of the Town to enable the Town to fully complete the transaction as intended, and to protect the Town's interests to the satisfaction of its Town's legal counsel.

14. In the event the direct loan and/or deferred payment loan is provided to rehabilitate a multi-family, owner-occupied property, the Borrower agrees to comply with the Town's requirements to make units both available and affordable to low-to-moderate income persons/households. In order to insure the rental unit(s) are available to low/mod persons/households, the Borrower agrees to rent the non owner-occupied unit(s) to only low-to-moderate income individuals or households for the longer of the term of the direct loan or deferred payment loan portion of the total CDBG assistance, whichever is applicable. The most current HUD income limits for the County as adjusted for family size shall be used to determine if a person/household meets the low-to-moderate income test.

In order to insure the rental unit(s) are affordable to low-to-moderate income persons/households, rent(s) for the non-owner occupied units for the first year following completion of rehabilitation must not exceed Fair Market Rents (FMR) in accordance with the Town's Process to Insure Affordability. Rents will be deemed affordable if:

(i) the subject property's rental unit(s) is occupied by a low/mod household and the current rent does not exceed the current Fair Market Rate (FMR) as established by HUD. FMR includes utilities but will be adjusted accordingly for utilities paid directly by the tenant;

(ii) the subject property's rental unit(s) is renting above the FMR and is occupied by a low/mod household(s), the property owner agrees to immediately reduce the rent for said unit(s) to the established FMR (net of utility allowances for utilities paid by tenant) at the time of signing the agreement to participate in the rehabilitation program.

(iii) the unit(s) is renting above the FMR and is occupied by a non low/mod tenant, the property owner will not be required to reduce the rent nor be required or allowed to displace the non low/mod tenant(s). The property owner agrees to comply with the FMR requirements when and if the non low/mod tenant(s) first vacate the property.

(iv) the unit(s) is vacant, the property owner agrees to rent to a low/mod household and to comply with the FMR requirements immediately upon occupancy.

The allowable rent for any rental unit(s) in the subject property for the first year shall be as follows:

Unit 1: Gross FMR - \$ n/a less total utility allowances of \$ n/a = \$ n/a
(Landlord provides *itemize utilities here*; Tenant provides *itemize utilities here*)

15. In the event there is more than one Borrower, each shall be jointly and severally responsible for the direct loan and/or deferred payment loan, whichever is/are applicable.

16. This Agreement is binding upon the parties hereto, their heirs, successors, representatives, administrators, and assigns. The Borrower shall not assign without Town approval.

IN WITNESS WHEREOF, the Town and the Borrower hereto have set their hands as of the date set forth at the beginning of this Agreement.

Town of Cortlandville

Richard Tupper, Supervisor

BORROWER:

Earl D. Fox
Earl D. Fox

Donna M. Fox
Donna M. Fox

Laura Fox
Laura Fox

ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On the ____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Tupper, Supervisor of the Town of Cortlandville, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On the 10th day of April in the year 2018 before me, the undersigned, a Notary Public in and for said state, personally appeared Earl D. Fox and Donna M. Fox, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Katharine L. Blaisdell
Notary Public

KATHARINE L. BLAISDELL
Notary Public, State of New York
No. 01BL6251151
Qualified in Cortland County
My Commission Expires 11/14/2019

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On the 10th day of April in the year 2018 before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Fox, 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.

Katharine L. Blaisdell
Notary Public

KATHARINE L. BLAISDELL
Notary Public, State of New York
No. 01BL6251151
Qualified in Cortland County
My Commission Expires 11/14/2019

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CORTLANDVILLE, CORTLAND COUNTY, NEW YORK, BEING A PART OF LOT NO. 91 IN SAID TOWN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF GRACIE ROAD, WHICH IS LOCATED NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 2962.3 FEET, MORE OR LESS, FROM THE CENTER LINE OF N.Y.S. ROUTE #13; RUNNING THENCE S 73° 30' W A DISTANCE OF 290.40 FEET TO AN IRON PIPE; RUNNING THENCE N 09° 30' W A DISTANCE OF 150.0 FEET TO AN IRON ROD; RUNNING THENCE N 73° 30' E A DISTANCE OF 290.40 FEET TO A POINT IN THE CENTER LINE OF GRACIE ROAD; RUNNING THENCE S 09° 30' E ALONG THE CENTER LINE OF GRACIE ROAD A DISTANCE OF 150.0 FEET TO THE POINT OR PLACE OF BEGINNING.

AND ALSO:

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN LOT NO. 91 OF THE TOWN OF CORTLANDVILLE, COUNTY OF CORTLAND AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF GRACIE ROAD AT THE NORTHEAST CORNER OF LANDS CONVEYED TO EARL D. AND DONNA M. FOX BY DEED RECORDED IN CORTLAND COUNTY CLERK'S OFFICE IN BOOK 498 OF DEEDS AT PAGE 116; THENCE S 73° 30' W ALONG THE NORTH LINE OF SAID FOX A DISTANCE OF 290.40 FEET TO A POINT; THENCE S 09° 30' E ALONG THE WEST LINE OF SAID FOX A DISTANCE OF 150.0 FEET TO A POINT IN THE LINE OF LANDS OWNED BY USA TUNISON LABORATORY OF FISH NUTRITION (R.O.); THENCE S 73° 30' W ALONG SAID LINE A DISTANCE OF 82.80 FEET TO A POINT; THENCE N 24° 57' W ALONG SAID LINE A DISTANCE OF 241.92 FEET TO A POINT; THENCE N 72° 48' E ACROSS LANDS OF UNDERWOOD A DISTANCE OF 455.27 FEET TO A POINT IN THE CENTER LINE OF GRACIE ROAD; THENCE S 00° 07' E ALONG SAID CENTER LINE A DISTANCE OF 100.0 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 1.28 ACRES OF LAND MORE OR LESS.

OWNER-OCCUPIED LOAN AGREEMENT

1-3d

Made this 14th day of November 2017 by David Pierce, residing at 1159 Gallagher Road, Cortland, New York (the "Borrower") and the Town of Cortlandville, a municipal corporation with offices at 3577 Terrace Road, Cortland, New York (the "Town"), through the Town of Cortlandville's Community Development Block Grant (CDBG) Program (the "program").

WITNESSETH THAT:

WHEREAS the Town has funds available through its CDBG Program for loans to homeowners qualifying under the CDBG Program, and

WHEREAS the Borrower has applied for such a loan, or loans, and is qualified and eligible for funds from this program, to be spent on his property located at 1159 Gallagher Road, Cortland, New York, (the "subject property" as described in the attached Schedule A) for certain repairs and improvements (the "CDBG project"), and

WHEREAS the Town is willing to lend money to the Borrower(s) pursuant to such program for the purpose of undertaking the CDBG project, subject to certain terms and conditions.

NOW, THEREFORE, in reliance upon the information provided to the Town by the Borrower, and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The Town agrees to lend \$28,193.00 plus additional funds if there are any approved change orders to the Borrower (the "total CDBG assistance"); \$ N/A of which shall be provided as a direct loan with an interest rate of zero percent (0%) repayable pursuant to the terms and conditions noted below under the heading "Direct Loan" if applicable, and \$28,193.00 of which shall be provided as a deferred payment loan with an interest rate of zero percent (0%) repayable pursuant to the terms and conditions noted below under the heading "Deferred Payment Loan". The direct loan and/or deferred payment loan portions of the CDBG assistance may also be referred to as the loan or loans, collectively.

A. Direct Loan

Not Applicable

B. Deferred Payment Loan

The Borrower agrees to repay to the Town all or a portion of the deferred payment loan portion of the total CDBG assistance (as calculated below) if:

a. The Borrower sells the property within five years from the date of completion of the CDBG project, or

b. The Borrower voluntarily or involuntarily no longer makes the property his/her/their primary residence within five years from the date of completion of the CDBG project including but not limited to, relocation, death, nursing home confinement, or imprisonment; or

c. The Borrower sells, conveys or otherwise transfers ownership or title in the Property within five years from the date of completion of the CDBG project; or

d. The Borrower rents, leases, or allows the use of the Property for any other person other than the Borrower within five years from the date of completion of the CDBG project; or

e. The Borrower violates any other terms of this Agreement within five years from the date of completion of the CDBG project.

The CDBG project completion date will be the date on which the final disbursement of the total CDBG assistance is/was made. In the event a, b, c, d, or e above should occur, the Borrower may be required to repay all or portion of the assistance. To determine the amount of the assistance to be repaid, the Borrower will be credited 1/60th of the deferred payment loan portion of the CDBG assistance for each month the Borrower reside(s)/resided in the property from the date of completion of the CDBG project, until the date of occurrence of default (i.e., the date a, b, c, d, or e above occurs) (the "residency credit"). The amount of the residency credit shall be subtracted from the deferred payment loan portion of the total CDBG assistance and the resulting balance of the deferred payment loan portion of the total CDBG assistance will be due and payable to the Town.

2. The Borrower agrees to sign a new Owner-Occupied Loan Agreement and Note and Mortgage if the amount of funds advanced is different from the amount identified in #1 above.

3. The Borrower agrees and accepts as a condition of this assistance from the Town to bring current, and keep current for the duration of this loan, all real property taxes, assessments, and water/sewer charges pertaining to all property owned by Borrower in the Town of Cortlandville, Cortland County, New York.

4. The Borrower will provide proof of fire insurance on the subject property to the Town with the Town of Cortlandville listed as a Loss Payee or Mortgagee, as determined by the Town. The insurance shall be in an amount adequate to cover all outstanding debts on the property including the Town's loan or loans, whichever is greater. The insurance will be kept current for the life of the loan or loans.

5. The Borrower will sign a Note and Mortgage in the amount of \$28,193.00, even date herewith, as a condition of this Agreement, and in the event that said Note and Mortgage terms conflict with the terms and conditions stated herein, said Note and Mortgage provisions shall prevail.

6. The Borrower acknowledges the rights of the Town as creditor and agrees to notify the Town prior to incurring any additional debt on the subject property which could cause a lien to be filed against said property.

7. At the option of the Town, the direct loan and /or deferred payment loan portions of the CDBG assistance, whichever is applicable, will be paid in full if the property is sold and/or if the Borrower no longer uses the subject property as Borrower's primary place of residence before the term of the direct loan and/or deferred payment loan expires, whichever is applicable. In the event a pay off is required hereunder, the Borrower will be credited with a residency credit on the deferred payment loan portion of the CDBG assistance determined as noted in condition 1.B. above.

8. At the option of the Town, no advance shall be due unless (a) all work usually done at that stage of construction is done in a good and workmanlike manner, and (b) all materials and fixtures usually installed and furnished by that stage of construction are installed and furnished. The Town shall inspect the work prior to the making of any installment. Work is to be done to the Town's satisfaction. No installment is to be paid unless construction is approved by an engineer, architect, or other party satisfactory to the Town.

9. At the option of the Town, if the work stops or does not proceed at a reasonable speed, the Town may employ workmen and purchase materials to complete or protect the work. If mechanics liens or orders or assignments of contract are filed against the property, the Town may pay and satisfy them. If any taxes, assessments, sewer rates, or water rates charged against the property are not paid when due, the Town may pay them. Payments made by the Town under this Paragraph are secured by the aforementioned Note and Mortgage as if they were installments paid to the Borrower.

10. At the option of the Town, Borrower agrees to pay for and indemnify the Town for all claims or liens for materials, labor, or services furnished for the improvements on the property. Borrower shall defend any action or proceeding brought against the Town on these liens or claims with an attorney of the Town's choice.

11. The Borrower agrees to maintain the subject property and make immediate corrections to any code violations. Yearly inspections of the subject property may be made for the term of the loan or loans, whichever term is longer, by the Town Code Enforcement Office or other Town representatives.

12. Compliance with HUD requirements: The Borrower shall comply with all of the following requirements:

(a) The regulations for the CDBG Program contained in 24, Part 570.

(b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion, national origin, sex, familial status, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project assisted with Community Development Block Grant funds.

(c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234), if the rehabilitated property is located within the Town's floodplain area.

(d) The regulations, policies, guidelines, and requirements of OMB Circular A-102 Revised (Handbook 1300.17), which relates to the acceptance and use of federal funds.

(e) Requests from HUD, the Town and/or the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the loan and cooperate fully with the Town in supplying information to meet CDBG audit requirements.

(f) The regulations of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; which directly prohibits discrimination in the sale, financing, rental, or advertisement of housing on the basis of race, color, religion, national origin, sex, familial status, or handicap.

(g) The lead-based paint requirements of 24 CFR, Part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.).

13. The Borrower will, if requested by the Town, cooperate fully and adjust for clerical errors, execute, or re-execute any and all agreements or other documents executed as evidence of the Borrower's debt to the Town as deemed necessary or desirable in the reasonable discretion of the Town to enable the Town to fully complete the transaction as intended, and to protect the Town's interests to the satisfaction of its Town's legal counsel.

14. In the event the direct loan and/or deferred payment loan is provided to rehabilitate a multi-family, owner-occupied property, the Borrower agrees to comply with the Town's requirements to make units both available and affordable to low-to-moderate income persons/households. In order to insure the rental unit(s) are available to low/mod persons/households, the Borrower agrees to rent the non owner-occupied unit(s) to only low-to-moderate income individuals or households for the longer of the term of the direct loan or deferred payment loan portion of the total CDBG assistance, whichever is applicable. The most current HUD income limits for the County as adjusted for family size shall be used to determine if a person/household meets the low-to-moderate income test.

In order to insure the rental unit(s) are affordable to low-to-moderate income persons/households, rent(s) for the non-owner occupied units for the first year following completion of rehabilitation must not exceed Fair Market Rents (FMR) in accordance with the Town's Process to Insure Affordability. Rents will be deemed affordable if:

(i) the subject property's rental unit(s) is occupied by a low/mod household and the current rent does not exceed the current Fair Market Rate (FMR) as established by HUD. FMR includes utilities but will be adjusted accordingly for utilities paid directly by the tenant;

(ii) the subject property's rental unit(s) is renting above the FMR and is occupied by a low/mod household(s), the property owner agrees to immediately reduce the rent for said unit(s) to the established FMR (net of utility allowances for utilities paid by tenant) at the time of signing the agreement to participate in the rehabilitation program.

(iii) the unit(s) is renting above the FMR and is occupied by a non low/mod tenant, the property owner will not be required to reduce the rent nor be required or allowed to displace the non low/mod tenant(s). The property owner agrees to comply with the FMR requirements when and if the non low/mod tenant(s) first vacate the property.

(iv) the unit(s) is vacant, the property owner agrees to rent to a low/mod household and to comply with the FMR requirements immediately upon occupancy.

The allowable rent for any rental unit(s) in the subject property for the first year shall be as follows:

Unit 1: Gross FMR - \$ n/a less total utility allowances of \$ n/a =
\$ n/a
(Landlord provides *itemize utilities here*; Tenant provides *itemize utilities here*)

15. In the event there is more than one Borrower, each shall be jointly and severally responsible for the direct loan and/or deferred payment loan, whichever is/are applicable.

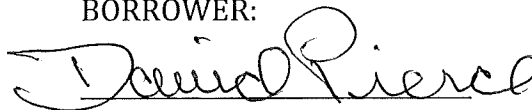
16. This Agreement is binding upon the parties hereto, their heirs, successors, representatives, administrators, and assigns. The Borrower shall not assign without Town approval.

IN WITNESS WHEREOF, the Town and the Borrower hereto have set their hands as of the date set forth at the beginning of this Agreement.

Town of Cortlandville

Richard Tupper, Supervisor

BORROWER:


David Pierce

ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On the ____ day of _____ in the year 2017 before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Tupper, Supervisor of the Town of Cortlandville, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On the 14th day of November in the year 2017 before me, the undersigned, a Notary Public in and for said state, personally appeared David Pierce, 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.

Katharine L. Blaisdell
Notary Public

KATHARINE L. BLAISDELL
Notary Public, State of New York
No. 01BL6251151
Qualified in Cortland County
My Commission Expires 11/14/2019

SCHEDULE A

ALL

THAT TRACT OR PARCEL OF LAND situate on Lot No. 94 in the Town of Cortlandville, County of Cortland and State of New York, being bounded and described as follows:

BEGINNING at a point in the centerline of Gallagher Road, which point is located westerly a distance of 2837.67 feet, more or less, from the intersection of said centerline and the centerline of NYS Route 215; thence running westerly along said centerline along a curve to the right having a chord bearing of N 74° 00' W a chord distance of 58.33 feet from the last described point; thence running westerly N 66° 54' W a chord distance of 101.19 feet to a point; thence running westerly along said centerline along a curve to the right a chord bearing of N 62° 57' W a chord distance of 69.02 feet from the last described point; thence running N 09° 55' 23" W passing through a point marked by a 5/8 inch rebar with survey cap set 31.3 feet from said centerline point, a total distance of 575.88 feet to a point marked by a 5/8 inch rebar with survey cap; running thence S 72° 00' E a distance of 204.14 feet to a point marked by a 5/8 inch rebar with survey cap; thence S 25° 00' E a distance of 88.94 feet to a point marked by a 5/8 inch rebar with survey cap; thence S 07° 00' E a distance of 216.58 feet to the point and place of beginning and containing 1.314 acres of land, more or less.

All the land lying within the bounds of Gallagher Road are conveyed subject to the rights of the public to use for street or highway purposes.

1-3e

AFFIDAVIT

TOWN OF CORTLANDVILLE:
STATE OF NEW YORK: ss:

I, Richard Tupper, having been duly sworn, hereby depose and say that:

1. I am Supervisor of the Town of Cortlandville, an incorporated municipality in the County of Cortland, State of New York, and

2. In my capacity as Supervisor, I am fully familiar with the extension of loan funds by the Town's Community Development Program to Darik Hanback and Amber Hanback, on or about April 10, 2018 in the amount of \$17,884.00 and

3. The Town received in return for said loan funds a mortgage on the property located at 3673 Pendleton Street, in the Town of Cortlandville, and

4. Upon information and belief, based upon the information supplied by the New York State Department of Taxation and Finance the Town of Cortlandville is "... an organization organized other than for profit which is operated on a non-profit basis no part of the net earnings of which inures to the benefit of any officer, director or member and which is exempt from Federal Income Taxation pursuant to Section A of Section 501 of the Internal Revenue Code ...", and as such, is exempt from the mortgage tax as well as the special mortgage tax imposed by State Tax Law, and I request the Clerk of the County of Cortland to record the aforesaid mortgage without charging the above mentioned mortgage taxes.

Richard Tupper, Supervisor

Sworn to me this
____ day of _____, 2018

Notary Public

1-4

BEARD ELECTRIC LLC

15 GLENWOOD AVENUE
Cortland N.Y. 13045
OFFICE 607 756 2523
CELL 607 591 0066
robertbeard62@gmail.com

March 26, 2018

BEC Proposal #260

Town of Cortlandville

3577 Terrace Rd.

Cortland , N.Y. 13045

Attention : Pete Alteri

Included in this work: Material and Labor to install new Fire alarm upgrade

SCOPE: Contractor will install 1- new addressable fire alarm panel with battery backup , 60 - addressable initiating devices, 1 - remote annunciator , and 1- 2 line communicator for monitoring. Contractor will remove and replace existing initiating device conductors with 18/2 sheilded cable using existing conduit system and by adding new conduit to existing system. existing notification devices, and door holders will remain . Fan shutdown will be reworked to new panel . Contractor will coordinate with town while work is being performed to keep impact to a minimum. annunciator will be located at front entrance . system will be tested after install .

TOTAL MATERIALS AND LABOR: \$ 19,560.00

Not included in this work :

- **Monitoring cost (per year) \$ 460.00**
- **replacement of door holders or horn/strobes.**

Terms: Upon acceptance of this proposal 60% of contracted price as down payment and 40% due upon completion.

Town of Cortlandville

RECEIVED APR 06 2018

1-5

WATER
&
SEWER



HIGHWAY
&
PARKS

3577 Terrace Road
Cortland, New York 13045
Phone: 607-756-9637
Fax: 607-758-9637

IN GOD WE TRUST

EST. 1829

4765 NYS Route 41
Cortland, New York 13045
Phone: 607-756-8241
Fax: 607-756-0512

Re: Tree Planting Lime Hollow Well

April 6, 2018

Members of the Town Board,

Bonnie Quakenbush is a teacher at O.C.M. B.O.C.E.S and every year she gets trees from Soil and Water conservation for her students to plant for community service.

Bonnie has asked if we have a place that could use a few trees and I told her that we could use several at our Lime Hollow well site. However I would have to get permission from the Board first.

The trees will not cost the Town and the students will be planting them in the areas we stake out.

If there are no objections, I would like to move forward with this public service project with the Boards blessing.

Thank you.

Sincerely,

Peter Alter Jr.
Water/Sewer Operator
Town of Cortlandville

The Town of Cortlandville is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

1-6



ANDREW M. CUOMO
Governor

Homes and Community Renewal

RUTHANNE VISNAUSKAS
Commissioner/CEO

March 29, 2018

Honorable Richard Tupper
Town of Cortlandville
3577 Terrace Road
Cortland, New York 13045

Dear Supervisor Tupper:

RE: Policy Change to CDBG Program Income Guidelines

This letter is to announce a change in policy regarding retention of Community Development Block Grant (CDBG) program income by current and past recipients of the CDBG Program administered by New York State since the start of Program Year 2000.

CDBG program income includes any proceeds generated by the use of CDBG funds, regardless of whether the grant that generated the program income is open or closed, and must be used in compliance with CDBG rules. Under CDBG program income rules at 24 CFR 570.489(e), the State can choose to allow recipients to retain and reuse the program income subject to all CDBG requirements, or to require it to be returned to the State and reallocated under the State's Method of Distribution. In the past, the Housing Trust Fund Corporation (HTFC), the funding mechanism for the Office of Community Renewal, allowed Recipients to retain and reuse the program income for additional CDBG activities, including after grant closeout, subject to annual reporting.

Under 570.489(e)(3)(ii)(A), the State may require recipients to return program income if it determines that recipients are unable to utilize funds in full compliance with program requirements or the funds are "unlikely to be applied to continue the activity within the reasonably near future." Compliance questions related to the accumulation, reuse and reporting of program income by local recipients has resulted in audit findings that the State is required to address. **Due to these audit findings, HTFC will require all past and present local recipients of the State's CDBG Program (since the year 2000) to return any uncommitted program income in their possession on March 31, 2019 or received after that date.**

To transition to this new CDBG program income requirement:

1. Local recipients must report all program receipts in their possession by **May 31, 2018** using the attached Certification Form.
2. Local recipients may use any program income currently in their possession (or received prior to 3/31/19) for CDBG eligible activities, if the funds are committed by **March 31, 2019**.
 - a. Local recipients may commit program income to activities only after notifying NYS Office of Community Renewal (OCR) staff of the intended use of the funds and demonstrating that the use will meet a National Objective and all CDBG requirements.
 - b. 'Commitment of funds' is achieved only when either the local recipient legislative body has formally allocated funds to a specific project in the public record, or the local recipient has executed a written agreement with a business, homeowner or other eligible person committing funds to a specific activity and approval from OCR.

- c. If the local recipient has an open CDBG project, **CDBG program income must be used for eligible CDBG activities before drawing new CDBG funds under the open grant.**
3. Any program income in a local recipient's possession that has not been committed in writing for eligible CDBG activities and approved by OCR by March 31, 2019 **must be returned to HTFC no later than April 30, 2019.**
 - a. Receipts that are not defined as program income may be retained by the local recipient if approved by OCR (see the attached Fact Sheet.)
 - b. Canceled commitments must also be returned.
4. Any proceeds defined as **CDBG program income that are received for any open or closed CDBG grant on or after April 1, 2019 must be returned to HTFC at the end of each subsequent state fiscal year (by April 30).**
 - a. However, all Revolving Loan Fund receipts must be returned to HTFC immediately upon receipt.

To summarize, the transition timeline to this new CDBG Program Income policy is:

May 31, 2108	Certification & Program Income Report due to OCR
April 1, 2018 – March 31, 2019	Commit PI to eligible projects (with OCR approval)
April 30, 2019	PI Report (thru 3/31/19) & remit uncommitted PI to HTFC
April 30, 2020 & annually	Annual (4/1 – 3/31) PI Report & all PI returned to HTFC

Attached to this letter you will find:

- A fact sheet providing additional detail on the CDBG program income policy and use requirements;
- A report on all CDBG awards that your community has received; and
- A form and certification for identifying all program income in your possession.

Please review the attached report and all program income payments you have received, identifying the total program income in your possession. Complete the enclosed certification identifying all the program income that you currently have on hand, then sign and return to OCR by May 31, 2018. As noted, you will have until March 31, 2019 to commit these program income funds, or to return them to HTFC.

If you have questions regarding this policy or instructions, you may contact Jason Purvis, CDBG Program Director at Jason.Purvis@nyshcr.org or (518) 474-2057.

Sincerely,



Christian M. Leo
 President
 Office of Community Renewal

New York State CDBG Program Program Income Policy Fact Sheet

Contact: Jason Purvis at Jason.Purvis@nyshcr.org or (518) 474-2057

Definition of CDBG Program Income

Program income is defined by HUD to include any “gross income received by a State, a unit of general local government, or a subrecipient of the unit of general local government that was generated from the use of Community Development Block Grant (CDBG) funds, regardless of when the CDBG funds were appropriated and whether the activity has been closed out...” 24 CFR 570.489(e)(1).

- Typical sources of program income include:
 - Proceeds from the disposition by sale or long-term lease of real property purchased or improved with grant funds;
 - Proceeds from the disposition of equipment purchased with grant funds;
 - Gross income from the use or rental of real or personal property acquired by the unit of general local government with grant funds, less costs incidental to the generation of the income;
 - Gross income from the use or rental of real property owned by the unit of general local government that was constructed or improved with grant funds, less the costs incidental to the generation of the income;
 - Payments of principal and interest on loans made using grant funds;
 - Proceeds from sale of loans or obligations secured by loans made with grant funds;
 - Interest earned on funds held in a revolving fund account or earned on program income pending disposition of the income; and
 - Funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where special assessments are used to recover all or part of the grant portion of a public improvement.

- For the **State** CDBG program, the rule provides for an annual threshold of \$25,000 (2000 – 2011) or \$35,000 (2012 – present) before receipts by local recipients must be counted as program income.
 - If the total amount of receipts by the local recipient exceeds \$25,000 (2000 – 2011) or \$35,000 (2012 – present) during a given fiscal year (for the New York State Program, the State fiscal year is April 1 – March 31), **all funds received, including the initial \$25,000 (2000 – 2011) or \$35,000 (2012 – present), are considered program income.**
 - If the total receipts by a local recipient in the State’s fiscal year do not exceed \$25,000 (2000 – 2011) or \$35,000 (2012 – present), then those funds are considered miscellaneous revenue and may be retained by the local recipients and moved to its general account. **This transfer may occur only at the end of a State’s fiscal year when total annual receipts are determined and approved by New York State Office of Community Renewal (OCR).**
 - Note: **All revolving loan fund (RLF) receipts are considered program income, regardless of the amount received annually, and are not eligible for this exclusion.**

- However, if the funds received have been legally designated by the local recipient to a RLF, disbursement of such funds can only be for activities permitted by the RLF.
- Please note that OCR cannot award new CDBG funds to a local recipient that has accumulated program income sufficient to fund the proposed new activity.

Disposition of Program Income Received Starting April 1, 2019

Beginning April 1, 2019, all program income received by local recipients must be returned to the HTFC as follows:

- For all receipts legally designated for local RLF's, the funds should be returned immediately to the HTFC.
 - For all other receipts from CDBG activities, the funds may be accumulated in a separate local account and returned to the HTFC at the end of the State fiscal year, along with a Program Income Report.
- No funds received after April 1, 2019 may be directly disbursed to activities by the local recipient.

Reporting Instructions

Recipients must file a CDBG Program Income Report annually at the end of each State fiscal year. The Report must identify all receipts, including funds received that are not program income (i.e., less than \$35,000 during the State fiscal year.)

Recipients must file the Program Income Report for the 2018-2019 fiscal year ending March 31, 2019. The OCR will be updating the report format to reflect the changes in policy. The Report will identify all funds obligated to eligible activities as well as all funds returned to the HTFC. The Report will be due April 30, 2019 along with remittance of program income not committed.

Beginning April 1, 2019, all program income received must be returned to the HTFC at the end of the State's fiscal year. The Program Income Report must be completed only to identify the sources of program income being transmitted to the HTFC.

Return of Funds Instructions

- Please contact Jason Purvis, Program Director at jason.purvis@nyshcr.org or (518) 474-2057 for instructions on how to return Program Income
- Funds may only be returned by the local recipient, and not by any subrecipient or beneficiary

Town of Cortlandville
 NYS CDBG Projects 2000-Present

<u>Municipality</u>	<u>Project Number</u>	<u>Year</u>	<u>Description</u>
Town of Cortlandville	287ED243-01	2001	Town of Cortlandville Economic Development Program
Town of Cortlandville	287ED436-03	2003	Town of Cortlandville Economic Development Program
Town of Cortlandville	287ED501-04	2004	Town of Cortlandville Economic Development Program
Town of Cortlandville	287HR173-05	2005	Town of Cortlandville Housing Rehabilitation Program
Town of Cortlandville	287ED680-10	2010	Town of Cortlandville Economic Development Program
Town of Cortlandville	287ED728-11	2011	Town of Cortlandville Economic Development Program
Town of Cortlandville	287HR148-11	2011	Town of Cortlandville Housing Rehabilitation Program
Town of Cortlandville	287SB46-12	2012	Town of Cortlandville Small Business Program
Town of Cortlandville	287CRF-SB37-13	2013	Town of Cortlandville Small Business Program
Town of Cortlandville	287ED788-13	2013	Town of Cortlandville Economic Development Program
Town of Cortlandville	287HR62-13	2013	Town of Cortlandville Housing Rehabilitation Program
Town of Cortlandville	287ED798-14	2014	Town of Cortlandville Economic Development Program
Town of Cortlandville	287HR326-16	2016	Town of Cortlandville Housing Rehabilitation Program
Town of Cortlandville	287SB902-18	2018	Town of Cortlandville Small Business Program

CERTIFICATION OF CDBG PROGRAM INCOME

I certify that _____ has \$ _____, _____, _____.
(Community Name)
in uncommitted NYS CDBG Program Income.

If you have a zero balance in CDBG program income, please indicate that above. Do not leave blank. Failure to return this form by May 31, 2018 will result in the immediate suspension of all OCR funds until the form is received.

(Please initial both sections)

_____ I understand that all NYS CDBG Program Income must be committed prior to requesting new CDBG awards from the Office of Community Renewal.

_____ I understand that any NYS CDBG Program Income that has not been committed and approved by the Office of Community Renewal by **March 31, 2019** must be returned to the Office of Community Renewal by **April 30, 2019**.

Chief Elected Official Signature

Title

Printed Name

Date

If you have questions regarding this policy or instructions, you may contact Jason Purvis, CDBG Program Director at Jason.Purvis@nyshcr.org or (518) 474-2057.

Please complete and return to the Office of Community Renewal by **May 31, 2018**:

by mail:

**Office of Community Renewal
38-40 State Street
4th Floor
Albany, New York 12207
ATTN: Jason Purvis**

Or by email:

OCRREPORTS@nyshcr.org

THIRD NOTICE

March 27, 2018

Mr. & Mrs. Chris and Wendy Whible
PO Box 469
McGraw, NY 13101

Dear Mr. and Mrs. Whible:

Enclosed please find a copy of the cancellation notice we received from your insurance agent. Please contact your agent and make the necessary arrangements to have a current certificate of insurance sent to our office.

Should you have any questions, please do not hesitate to contact Kate Blaisdell at our office (607) 753-1433. Thank you.

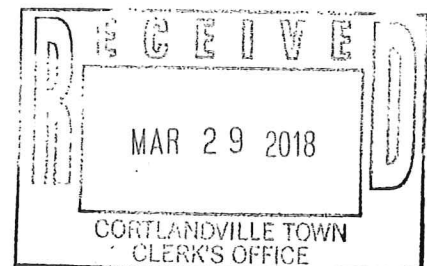
Sincerely,



Richard Cunningham
Consultant to the Town

cc: Kristin Rocco-Petrella, Clerk

Enclosure



RECEIVED APR 09 2018

1-8

April 5, 2018

Re: Probationary Period for Brian M. Clukey

Marcia,

As of March 27, 2018 Brian has successfully completed his probationary period.

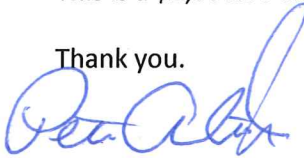
Brian is a personable and approachable individual who is willing to make decisions and take action. He has proven himself to be a conscientious person, who is dependable and careful to respect and support the policies and procedures of the Town.

Brian continues to acquire the necessary knowledge and skills needed to work as an Operator in the Water and Sewer Department.

Please take the steps necessary to move Brian out of his probationary period, as I feel he continues to demonstrate those qualities necessary become a permanent Employee of the Water and Sewer Department.

This is a \$2,000.00 step.

Thank you.

A handwritten signature in blue ink, appearing to read "Peter Alteri Jr.", is written over the typed name.

Peter Alteri Jr.

Cc: Richard Tupper; Town Supervisor.

John Proud; Town Councilmen.

DESIGNATION OF CERTIFYING OFFICER AND ENVIRONMENTAL RESPONSIBILITY CERTIFICATION

04/11/2018 (Date) Kristi Schwebke (Name of OCR Community/Economic Developer) Office of Community Renewal Hampton Plaza 38-40 State Street, 4th Floor Albany, New York 12207

RE: CDBG Project Number: 287SB902-18

Dear Ms. Schwebke:

I, Richard C. Tupper, the authorized signatory for Town of Cortlandville do attest that:

- I understand that any projects that include CDBG funds must be assessed in accordance with the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed at 24 CFR Part 58.
I understand that, except for actions involving activities determined to be Exempt (per 24 CFR 58.34 and NYS Office of Community Renewal procedures), no physical alteration to individual sites can occur nor can funds for those activities be committed or expended until receipt of an environmental clearance letter from the Housing Trust Fund Corporation and, for any subsequently identified specific sites, site-specific reviews are completed for which the Certifying Officer determines that there are no unanticipated impacts nor impacts not adequately addressed in the program review related to the environmental clearance letter and said Officer certifies such determination.
I understand that should any part of a project site be physically altered, funds be committed, or funds be expended prior to receiving the appropriate environmental clearances, that the site will not be eligible for CDBG funding and the Town of Cortlandville may be responsible for any costs incurred except under the following circumstance: in the case of Exempt activities, concurrence from the NYS Office of Community Renewal that the particular action is Exempt prior to any physical alterations unless that action is taken to address an emergency situation in which case concurrence must be obtained no later than the first regular business day following such an event,
I also notify you that I, Richard C. Tupper, Supervisor, is designated as the Certifying Officer responsible for all activities associated with the environmental review process to be completed in conjunction with NYS CDBG project number 287SB902-18 awarded to Town of Cortlandville.

Sincerely,

Signature of Chief Elected Official Richard C. Tupper, Supervisor Typed Name and Title

FORM 2-3

CERTIFICATION OF NEPA CLASSIFICATION

CDBG Project Number: 287SB902-18 Date 04/11/2018

Name and Title of Certifying Officer: Richard C. Tupper Title Supervisor

Name of Responsible Entity: Town of Cortlandville

Address (e.g., Street No. or P.O. Box): 3577 Terrace Road

Co/C/T/V, State, Zip Code+4: Cortland NY 13045-3621

Telephone Number of Responsible Entity: (607) 756-6091

It is the finding of the Town of Cortlandville that the activity(ies) proposed in its 2017 NYS CDBG
Name of CDBG Grant Recipient Funding Year
project, Royal Nissan of Cortland, Inc are:
Project Name

Check the applicable classification:

- Exempt as defined in 24 CFR 58.34 (a).
- Categorically Excluded as defined in 24 CFR 58.35(b).
- Categorically Excluded as defined in 24 CFR 58.35(a) and no activities are affected by federal environmental statutes and executive orders [i.e., exempt under 58.34(a)(12)].
- Categorically Excluded as defined in 24 CFR 58.35(a) and some activities are affected by federal environmental statutes and executive orders.

If neither exempt (24 CFR 58.34(a) nor categorically excluded (24 CFR 58.35(a) and (b) can be checked,
Form 2-6 Environmental Assessment will be required.

- Part or all of the project is located in an area identified as a floodplain or wetland.
For projects located in a floodplain or wetland, evidence of compliance with Executive Orders 11988 and/or 11990 is required.
 - Affidavit of publication for Early Notice and Public Review of Proposed Activity Located in the 100 Year Floodplain attached
 - Affidavit of publication for Final Notice and Public Explanation of Proposed Activity Located in the 100 Year Floodplain attached

Signature of Certifying Officer

**FORM 2-3A
CERTIFICATION OF SEQRA CLASSIFICATION**

CDBG Project Number: 287SB902-18 Date 04/11/2018

Name and Title of Certifying Officer: Richard C. Tupper Title Supervisor

Name of Responsible Entity: Town of Cortlandville

Address (e.g., Street No. or P.O. Box): 3577 Terrace Road

Co/C/T/V, State, Zip Code+4: Cortland NY 13045-3621

Telephone Number of Responsible Entity: (607) 756-6091

It is the finding of the Town of Cortlandville that the activity(ies) proposed in its 2017 NYS CDBG
Name of CDBG Grant Recipient *Funding Year*
project, Royal Nissan of Cortland, Inc are:
Project Name

Check the applicable classification:

- Type I Action (6NYCRR Section 617.4)
 - Identify the Lead Agency _____
 - Evidence of Lead Agency Declaration and Consent attached
 - Copy of Environmental Notices Bulletin attached
- Type II Action (6NYCRR Section 617.5)
- Unlisted Action (not Type I or Type II Action)
 - Identify the Lead Agency _____
 - Evidence of Lead Agency Declaration and Consent attached

Check if applicable:

- Environmental Impact Statement (EIS) Prepared
 - Draft EIS
 - Final EIS

Signature of Certifying Officer

Form 2-4
NEPA Classification Checklist

CDBG Project Number: 287SB902-18 Date 04/11/2018

Name and Title of Certifying Officer: Richard C. Tupper Title Supervisor

Name of Responsible Entity: Town of Cortlandville

Address (e.g., Street No. or P.O. Box): 3577 Terrace Road

Co/C/T/V, State, Zip Code+4: Cortlandville NY 13045-3621

Telephone Number of Responsible Entity: (607) 756-6091

Exempt Activities (24CFR58.34)
Select only one or more of the following that apply:

- Environmental and other studies, resource identification and development of plans and strategies [58.34(a)(1)].
- Information and financial services [58.34(a)(2)].
- Administration and management activities [58.34(a)(3)].
- Public services that will not have a physical impact or result in physical changes, such as services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs [58.34(a)(4)].
- Inspections and testing of properties for hazards or defects [58.34(a)(5)].
- Purchase of insurance [58.34(a)(6)].
- Purchase of tools [58.34(a)(7)].
- Engineering or design costs [58.34(a)(8)].
- Technical assistance and training [58.34(a)(9)].
- Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from physical disasters, imminent threats or physical deterioration [58.34(a)(10)].
- Payment of principal and interest on loans made or obligations guaranteed by HUD [58.34(a)(11)].
- Any of the categorical exclusions listed in 58.35(a), provided that there are no circumstances which require compliance with any other federal laws and authorities cited in 58.5 [58.34(a)(12)].

Signature of Certifying Officer

Form 2-4
NEPA Classification Checklist

CATEGORICALLY EXCLUDED ACTIVITIES [24 CFR 58.35(a)]

Activities in this section require compliance with related laws and authorities at 24 CFR 58.5 and 58.6

Select only one of the following:

- Acquisition, repair, construction, reconstruction, rehabilitation or installation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent. Examples of this type of activity include replacement of water and sewer lines, reconstruction of curbs and sidewalks, street repaving [58.35(a)(1)].
- Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons [58.35(a)(2)].
- Rehabilitation of buildings and improvements for residential use (with one to four units), where the density is not increased beyond four units, the land use is not changed, and the footprint of the building isn't increased in a floodplain or in a wetland [58.35(a)(3)(i)].
- Rehabilitation of multifamily residential buildings (with five or more units), when the following conditions are met: a) unit density is not changed more than 20 percent, b) the project does not involve changes in land use from residential to non-residential; and c) the estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation [58.35(a)(3)(ii)].
- Rehabilitation of non-residential structures, including commercial, industrial, and public buildings when the following conditions are met: a) the facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent, and b) the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial or from one industrial use to another [58.35(a)(3)(iii)].
- An individual action on up to four dwelling units [not including rehabilitation (see 58.35(a)(3)(i) above)] where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between [58.35(a)(4)(i)].
- Acquisition (including leasing) or disposition of an existing structure, equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use [58.35(a)(5)].
- Any combination of the above activities [58.35(a)(6)].

Signature of Certifying Officer

Form 2-4
NEPA Classification Checklist

CATEGORICALLY EXCLUDED ACTIVITIES [24 CFR 58.35(b)]

*Activities in this section require compliance with related laws and authorities at 24 CFR 58.6 only**

Select only one of the following:

- Tenant-based rental assistance [58.35(b)(1)].
- Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, state and federal government benefits and services [58.35(b)(2)].
- Operating costs including maintenance, equipment, supplies, staff training, staff recruitment, security, operation, utilities, furnishings and other incidental costs [58.35(b)(3)].
- Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations [58.35(b)(4)].
- Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction**, including closing costs and down payment assistance, interest buy downs, and similar activities that result in the transfer of title [58.35(b)(5)].
- Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact [58.35(b)(6)].
- Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental finding is not required under 58.47 [58.35(b)(7)].

*If a responsible entity determines that an activity or project identified above, because of extraordinary circumstances or conditions at or affecting the location of the activity or project may have a significant environmental effect, an environmental assessment must be prepared and a determination of significance made.

**This exclusion applies only to financial assistance for purchase of existing for-sale homes or homes under construction. Homebuyer assistance for units not under construction is classified as Categorically Excluded. In all cases, for this exclusion to apply, the prospective buyer must have discretion regarding selection of properties within the target area.

Signature of Certifying Officer

**Form 2-5 Statutory Checklist
Environmental Review for Activity/Project that is
Categorically Excluded Subject to Section 58.5
Pursuant to 24 CFR 58.35(a)**

Project Information

Project Name & CDBG No.: Royal Nissan of Cortland, Inc; 287SB902-18

Responsible Entity: Town of Cortlandville

Grant Recipient: Town of Cortlandville

State/Local Identifier: _____

Preparer: Daniel Ellis, Thoma Development Consultants

Certifying Officer Name and Title: Richard C. Tupper, Supervisor

Consultant (if applicable): Thoma Development Consultants

Direct Comments to: Daniel Ellis, Thoma Development Consultants

Project Location:

The project is located at an existing site that has historically been used for automobile sales at 3901 Route 281 in the Town of Cortlandville.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Royal sought assistance for the purchase of equipment, furniture and fixtures for its new facility, which in turn will enable the creation of 6 new jobs. The proposed cost for the project is \$256,000 (+5,000 for Admin). This includes the purchase of the necessary equipment to outfit the automotive service bays including, but not limited to, items such as service lifts, diagnostic machines, inspection machines, compressors, and miscellaneous automotive tools. Additionally, there is a need for upgraded computer equipment for use by the technicians and the service department, as well as furniture, fixtures and front end computers. Minor interior and facade renovations will occur.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5:
Categorically Excluded and requires compliance with related laws and authorities at 24 CFR 58.5 and 58.6

Funding Information

Grant Number	Federal/State/Other Program	Funding Amount
287SB902-18	CDBG	\$100,000.00
	Loan	\$108,800.00
	Cash	\$52,200.00

Estimated Total HUD Funded Amount: \$100,000.00

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$261,000.00

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No FAA Commercial or Military Airports in project vicinity.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	There are no Coastal Barrier Resources in the vicinity of the project.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Formula grants to states are exempt from the NFIP. Project not located in a flood zone.
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No RACM removal is anticipated, but if discovered, it will be removed properly.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Project is not located within a designated coastal zone.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project does not rehabilitate housing structures.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No ground disturbance will occur.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No new construction, conversion of nonresidential to residential, rehab of vacant structures, or unit increase
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Project will not convert farmland.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project is not located in a designated flood zone.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	SHPO has indicated that no historic properties will be impacted.

Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	There will be only minor temporary noise during the installation of equipment.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	EPA has indicated that no formal review is required for this project.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project is not located over a regulated wetland.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	There are no Wild or Scenic Rivers in the project vicinity.
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Program will be consistent, as far as practical, with the principles of Environmental Justice and the E.O.

STATE OR LOCAL STATUTES (to be added by Responsible Entity)		
State Historic Preservation Office (SHPO) Section 14.09 of the New York State Historic Preservation Act	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	SHPO has indicated that no historic properties will be impacted.
State Environmental Quality Review Act (SEQRA) 6 NYCRR Part 617	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project is a Type II action under SEQRA and no further review is required.
Coastal Zone Management Act (CZMA) 19NYCRR Part 600	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project is not located in a Coastal Zone or LWRP.
	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Field Inspection (Date and completed by): Thoma Development Consultants 4/2/2017

Summary of Findings and Conclusions:

The project will not result in negative impacts to the environment. The proposed use is the same as prior uses and the project will only make minor renovations, and purchase new equipment, fixtures, and furnitures for the property.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Determination:

This categorically excluded activity/project converts to **EXEMPT** per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project;

OR

This categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds;

OR

This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

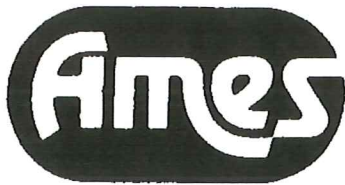
Preparer Signature: _____ Date: 04/11/2018

Name/Title/Organization: Daniel Ellis, Program Manager, Thoma Development Consultants

Responsible Entity Agency Official Signature: _____ Date: 04/11/2018

Name/Title: Richard C Tupper, Mayor

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



LINEN SERVICE

67 Huntington St. Cortland, New York 13045

1-10

Textile Rental Service Agreement

Name CORTLANDVILLE
TOWN HALL

Check One:
Corporation

Address 3577 TERRACE ROAD

Individual

City CORTLAND **State** NY **Zip** 13045

Partnership

Total Inv	Size	Item Description	Unit Price	Item Min.	Total Rental Charge
3	3X5	SLATE MAT	4.54	FLAT	\$13.62
2	4X6	SLATE MAT	6.94	FLAT	\$13.88
1	4X8	SLATE MAT	9.16	FLAT	\$9.16
13	3X10	SLATE MAT	8.60	FLAT	\$111.80
		\$15.00 STOP MINIMUM			

The Undersigned Parties Agree

- All Textile Rental service used by the Customer during the term of this agreement shall be supplied exclusively by the Company.
- Listed above are the articles to be served and the service charges. Additional rental services required by the Customer shall be at the Company's usual service charges at the time of installation and subject to the terms thereof.
- The Company shall be entitled to a price increase in direct proportion to the change in the consumer price index each 12 months, or 3%.
- The inventory which the customer requires to be maintained shall determine the item minimum charge on each item served.
- The Company shall retain title to all textile rental items and the Customer will reimburse the Company on the basis of 80% of replacement cost for damage or loss of them other than ordinary wear and tear and agrees not to launder or give them to anyone to launder or to be laundered. Employees of the Company may enter the Customer's premises for recovery or inventory of textile items where necessary.
- Customer acknowledges that Supplier is obligated to make a substantial investment in garments, linens, and equipment to fulfill this agreement. Therefore, the term of this Agreement shall be a period of five (5) years, consisting of 260 weekly billings from the date of initial delivery and shall be automatically renewed, from year to year thereafter, unless terminated by written notice given by Supplier or Customer at least 60 days before the expiration date of the initial term or any renewal terms.
- The Customer acknowledges that because of the nature of the Textile Rental business, the damages that would be sustained by the Company in the event of premature termination of this agreement by the Customer would be difficult, if not impossible to determine. The parties therefore agree that if the Customer terminates this agreement prior to the expiration date, or if the agreement is terminated by the Company due to non-payment, the Customer shall pay the Company as liquidated damages the total of: one half of the average weekly sales during the contract period to date multiplied by the number of weeks remaining in the agreement plus any additional charges under (5) above and reasonable attorney's fees, costs and expenses incurred by the supplier in the collection of any amount due.
- Ames Linen Service guarantees the quality of our Service. Our business has been built on excellent service and feedback is important. If the customer is not satisfied, he should notify Ames Linen immediately. Customer may terminate this agreement by: written complaint detailing the precise nature of any deficiencies. Ames Linen Service must have 30 days to correct such deficiencies to industry standards.
- The Customer warrants that it has no valid existing agreement with any other supplier which is in conflict with the provisions of this agreement.
- Customer acknowledges that credit terms, if granted, are net 30, 1 1/2% late charge (18% per year).

I represent that I have carefully read the terms and conditions set forth above and sign it signifying that I have received a copy of this agreement and that I am authorized to sign it on behalf of the Customer.

Customer CORTLANDVILLE TOWN HALL **Date** _____

Authorized Signature _____ **Title** _____

Printed _____

Company Salesperson AMANDA BENTLEY **Date** _____

Company Office Approval _____ **Title** _____

RECEIVED APR 11 2018

1-11

Town of Cortlandville

**WATER
&
SEWER**



**HIGHWAY
&
PARKS**

3577 Terrace Road
Cortland, New York 13045
Phone: 607-756-9637
Fax: 607-758-9637

IN GOD WE TRUST

EST. 1829

4765 NYS Route 41
Cortland, New York 13045
Phone: 607-756-8241
Fax: 607-756-0512

April 11, 2018

Re: Rabies Clinic

Supervisor Tupper and Members of the Town Board,

Thursday June 14th, 2018, from 7:00pm – 9:00pm, the Cortland County Health Department would like to use the water garage to host a Rabies Clinic.

With the support of the Town Board, I would be happy to make our facility available for this clinic.

If you have any further questions or concerns, please let me know.

Thank you.

Sincerely,

Peter Alteri Jr.
Town of Cortlandville
Water/Sewer Operator

The Town of Cortlandville is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

**AUTHORIZATION TO AMEND THE 2018 BUDGET
TO SET UP THE CAPITAL PROJECT FUND FOR THE NEW
HIGHWAY GARAGE**

April 18th, 2018

Town Board Meeting

This authorization is to set up a Capital project fund HH for the new highway garage.

Capital fund – HH – New Highway Garage Building

- HH – 200 – Cash
- HH - 5132.2 – Expense
- HH – 5730 – BAN Revenue
- HH – 2401 – Bank Interest

Expenses paid to date are A5132.2 - \$17,599.27
 Expenses paid to date are A5132.4 - \$33,400.00
 Total = **\$50,999.27**

The project will pay back the above expense accounts when the bonded monies are received.

Thank you
Marcia Hicks
Bookkeeper



COMPLETE CONSTRUCTION CONCEPTS, LLC

137 SOUTH MAIN STREET, HOMER, NY 13077

607-749-7770

1-13

CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is between Complete Construction Concepts, LLC. ("Contractor") and "Owner" (including all property Owners listed below)

OWNER: Town of Cortlandville Highway Department Job Number: _____
~~OWNER:~~ Attn: Glenn Bassett Contract Date: _____
BILLING ADDRESS: 3577 Terrace Road
Cortland, NY 13045
COUNTY: Cortland
TELEPHONE: _____
E-MAIL: _____
TAX JURISDICTION: _____

Owner and Contractor agree as set forth below:

- The Project:** The Project Consists of the following:
60x140x17 new building as per proposal dated 3/7/2018, attached.
- Contract Price:** All work shall be completed in a professional manner for the total of: \$ 334,380.00 *
- Payment:** Payments of the contract Price shall be made as follows:

DEPOSIT (due at contract signing)	\$ <u>33,400.00</u>	___%
MATERIALS (due at delivery of materials to site)	\$ <u>Remainder to be</u>	___%
FRAMING (due upon completion of rough shell)	\$ <u>billed via AIA Docs</u>	___%
_____	\$ _____	___%
FINAL PAYMENT (due upon substantial completion)	\$ _____	___%
TOTAL	\$ <u>334,380.00</u>	___%

Contractor shall submit invoices for payment at each stage of construction. Payments shall be due upon demand. Interest on all overdue payments shall accrue at the rate of 1½ % per month. If payment is not made on demand, contractor may cease work. Owner(s) shall be responsible for any delays caused by non-payment.

- Time of Completion:** The times for site preparation and completion are approximate only and are subject to weather, supply, change orders and scheduling problems. These dates are for reference and are NOT of the essence of this Agreement.

SITE PREPARATION DATE: _____
APPROXIMATE START DATE: _____

- Job Site Location:** 4765 NYS RT 41, CORTLAND, 13045
Street Town/Village Zip Code

- Contract Documents:** The contract documents consist of this Agreement, the plans and specifications for this project, the Terms and Conditions and the following:
ST-119.1 / J100x / J100f / J100e / J100c / J100b / Proposal dated 3/7/2018.

- Change in the scope of work:** This agreement shall be changed only by written Change Order(s) signed by both parties which may affect the Contract Price.
- Governing Law/Jurisdiction:** This Agreement and performance hereunder shall be governed by the laws of the State of New York. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled exclusively in Cortland County, in the Courts of the State of New York.
- Insurance:** The Owner shall be responsible for purchasing and maintaining Owner's usual liability, fire and risk policies. Contractor will supply their Liability and Workers Compensation Insurance Certificates upon request.

10. **Warranties and Disclaimer:**

- a. Contractor warrants each item manufactured or purchased be free from defect in material for a period of one year from the date of delivery. Contractor further warrants all work performed by it for a period of five years from the date of completion. The foregoing is expressly in lieu of any, and all, other warranties, express, implied or statutory, including without limitation the implied warranties of merchantability and fitness of purpose.
- b. The liability of the Contractor arising under this Agreement shall not exceed the cost of correcting defects as set forth in Article 10(a), above, and shall not extend beyond one year from the date of completion.
- c. Owner(s) warrants that Owner(s) is/are the legal Owner(s) of the site, that all titled owners have signed this Agreement, and that there are no deed restrictions, easements or other documents which prohibit, restrict or impair the work to be performed under this Agreement. If a dispute over ownership arises, Owner(s) shall indemnify and hold Contractor harmless for and against all liability incurred, including expenses from attorney's fees.
- d. Contractor shall not be held responsible for any costs incurred due to unforeseen or unknown site conditions including rock, underground obstruction, mud, sand or other unstable soil condition. Any additional costs incurred by Contractor shall be approved by Owner(s) in a written Change Order.

11. **Default:** In the event of any Default under this Agreement including breach or non-performance of any provision of this Agreement by Owner(s), Contractor shall be entitled to all remedies available under law and Owner(s) shall be responsible for Contractor's expenses, including costs, disbursements, interest and reasonable attorney's fees.

12. **Owner Responsibilities** (unless specifically included in contract scope of work):

- a. Owner will be responsible for any Permits and Variances required. These will be required before any materials can be ordered. Owner shall be responsible for any delays caused by permitting.
- b. Owner shall prepare the site and shall grade the same prior to delivery. The Owner shall provide roadways suitable for trucks and all service equipment unless otherwise agreed to in the specifications.
- c. Owner shall furnish all water, heat, power and/or utilities.
- d. Owner shall determine the location of all underground structures, improvements, easements, pipes, lines (telephone, gas, electric, cable, etc.) that are not marked by a satisfactory UFPO. Owner will mark and identify the same prior to delivery of any materials. In the event Owner does not discover such improvements and/or any such improvement damaged during construction Owner shall indemnify and hold Contractor harmless for and against all liability incurred, including expenses from attorney's fees.
- e. All grades, elevations and layout shall be determined by the Owner prior to delivery.

13. **Claims:** Any claim must be made in writing immediately upon discovery. In the event of damage to or failure of a roof installed by the Contractor, Owner must notify Contractor within 24 hours of discovery. In no event shall Contractor be liable for any workmanship claims submitted more than five years after completion.

14. **Right to Cancel:** This Agreement shall not be binding on the Contractor until acceptance by an officer of the Contractor, after review of the Agreement and Owner(s) financial ability. The deposit shall be returned in a timely fashion if the Agreement is not accepted.

15. **Miscellaneous:**

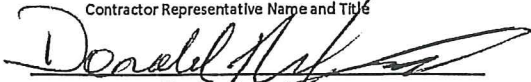
- a. This Agreement, and the attachments listed in Article 6, is the complete Agreement between the parties. All prior communications and superseded by this Agreement unless specifically set forth herein.
- b. The Contract Price does NOT include performance bonds, permit fees or surveys. These costs shall be the Owner's exclusive responsibility.
- c. This Agreement is binding on the Owner(s), their successors, assigns, heirs, executors, administrators and personal representatives.
- d. If any provision of this Agreement is unforeseeable, the rest of this Agreement will be unaffected.
- e. The signer "Owner" as used herein refers to all deeded Owners who are signatories to this Agreement.
- f. Contractor shall retain title to any and all excess material remaining after completion of project.

Signatures: By signing this contract the Owner and Contractor acknowledge and agree to the Contract in its entirety as outlined in Article 15(a) of Agreement.

Complete Construction Concepts, LLC.:

Donald Richards GM/Owner CCC

Contractor Representative Name and Title


Signature-Contractor

Authorized Purchaser:

* 
name(s) printed authorized purchaser

authorized purchaser Signature



Complete Construction Concepts, LLC

137 South Main Street
Homer, NY 13077

Cell: (607) 745-7779

Office: (607) 749-7770

Fax: (607) 749-7239

Town of Cortlandville
Highway Department
3577 Terrace Road
Cortlandville, NY 13045
Attn: Glenn Bassett

3/7/2018

Complete Construction Concepts, LLC is a New York based, and owned company and has been serving the post frame building industry for over 35 years. Every building project comes with a complete set of drawings, stamped by a NYS licensed architect / engineer to ensure the integrity of your building. All of our buildings are designed to meet the wind and snow loads for where your building is being built. **Complete Construction Concepts, LLC**, crews are properly insured and have spent many hours of training to ensure the quality of workmanship that your building deserves and to meet the high standards of quality set by *Complete Construction Concepts, LLC*. The Complete Construction Concepts crews and Concrete subcontractor laborers are all Cortland County Residents.

Complete Construction Concepts, LLC. *proposes to supply all necessary labor, material and equipment to complete the following:*

Proposed EPS Pre-engineered Post Frame Building

60'^W x 140'^L x 17'^H Building

Roof & Wall Panels

Weatherbest AZ50 Structural Quality full-hard steel. G90 Galvalume roofing and siding panels are a minimum grade "E", 80,000 psi tensile strength to resist dents. Anti-siphon side-lap design for unmatched weather tightness. Long length custom cut pieces mean less overlaps and joints. Siliconized polyester paint system is a premium defense against the elements and is attached with matching, pre-painted, non-corrosive screw fasteners. All paint systems come with a Paint Vendor 40 warranty against chip, crack, check or peel and a 30-year warranty against chalk or fade.

Steel Wainscot

Weatherbest AZ50 Structural Quality full-hard steel, paint system, with warranty for walls and roof, to include transition trim and attached with painted screw fasteners.

Trusses and Plate Connections

EPS manufacturers their own roof trusses, in Clyde, NY, along with engineered headers and other components. Every truss is custom engineered to meet the load designs for your area.

Entrance Doors

3-3068 Steel insulated pre-painted 9lite doors with stainless hinges complete with weather stripping, threshold and lockset.

Windows

6-4030 vinyl insulated sliding windows with low-e glass.

Garage Doors

7-16'^W x 14'^H x 2" Thick commercial steel insulated garage doors, white, with one row of (4)12"x24"x1" insulated vision windows in section #3, full reverse angle mounted 2" high lift clearance track on wood jambs, 25K high torsion springs, extended solid shafts, with full perimeter weather seals, R-Value = 18.3.

7-Commercial/Industrial duty jackshaft type electric operators, with one three-button control station (Open/Close/Stop), ¾ HP 120V single phase motor, NEMA 4 Photo reversing system CPS-UN4, And Auxiliary chain hoist with floor disconnect. (Wiring by others)

Columns

3-Ply laminated column with .60 PT 4' below grade. Columns are factory built on state of the art equipment. Machine planed after lamination ensures uniformity of size. Material is all #1 Southern Yellow Pine for strength. Foundation grade *pressure treated* lower column bases have a 50-yr. *warranty* on lumber and labor if columns fail due to decay or insect infestation.

Footers

Concrete footers minimal 48" below grade. Excavation and backfill included. Columns will be set on the frost wall in that location.

Concrete Floor/ in floor heat and drains

4000 lb. psi fibermesh reinforced concrete 8" thick floor with perimeter insulation, 6 mil poly vapor barrier, power troweled, saw cut and sealed.

Supply engineering and design for under slab, and supply Labor, Materials and Equipment to install heating pex tubes and 2" of closed cell spray foam insulation under entire concrete slab

Fine Grade site +/- 1". Labor only for excavation (Equipment included) of 4-2'x2'x4' drain basins with drain lines run into main trunk line, install approximately 120 LF of main Trunk line stub to outside of end wall. All materials to be supplied by Town of Cortlandville.

75 Linear Feet of 8 foot poured wall foundation and stairwell wall-Excavation, backfill and compaction of Frost-wall Foundation included.

Aprons

4'x140'x8" thick concrete apron on garage door sidewall, reinforced with HD wire mesh, saw cut and sealed.

Jamb Protectors

14-pipe bollards filled with concrete, covered with sleeves.

Snow Slides

2 rows of snow slides on garage door side of building.

Mansards

3-5'x4' mansards over walk doors.

Vented Ridge

Every Building we construct has a sized properly continuous vented ridge cap to ensure proper ventilation to control condensation which works in conjuncture with the vented overhangs.

Overhangs

vented overhangs, 48" on Garage door sidewall and 24" on rear sidewall on with 12" end wall overhangs complete with vented painted aluminum soffit panels and painted metal fascia.

Snow Load per Code

4/12 Roof Pitch

Ceilings

Bright White Liner Panel

Walls

4' high ¾" PT plywood base and Bright White Liner panel from top of ¾" PT Plywood to ceiling.

Interior Finishes

3-Attic Hatches and 2-Attic Draft Stops, as required by code. Ceiling area not to exceed 3,000 Sq. Ft.
1-set of metal stairs and handrail.

R-38 Blown in Fiberglass Insulation:

All of our insulated attic spaces utilize Insul-Safe 3 blown-in insulation. Insulation baffles are installed at the building eaves to allow minimum ventilation. A poly vapor barrier is installed on the warm side for air infiltration and moisture control.

R-19 Fiberglass Wall Insulation

Insulated wall cavities utilize dense, non-chopped fiberglass insulation, Resists settling and fits tightly between the framing members. 4'6" and 8' widths designed especially for the Post Frame industry. A 6-mil vapor barrier is installed to provide moisture control, and to help reduce air infiltration. Vapor barrier is installed facing the heated side of the wall the help control moisture and is installed with fasteners prior to the installation of the finished interior.

Engineered, State Stamped Plans

Engineered Drawings, Stamped by a NYS licensed Architect/Engineer are included for the structure, footer, poured walls and concrete floor.

Prevailing Wage

Includes Prevailing wage, as of 5/1/2018. Certified payroll will also be provided.

Warranties

We supply the following warranties: 50 years on the posts/columns, 5 years for materials and workmanship CCC will repair or replace any building components that prove to be defective or through workmanship, and for 5 years, CCC will repair *free of charge* any roof leaks due to defects in materials and workmanship.

Insurance

Complete Construction Concepts, LLC is properly insured for construction operations and carries the following insurances.

Commercial General Liability Insurance	\$1,000,000 Occurrence
Bodily Injury & Property Damage	\$2,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Umbrella Liability	\$5,000,000 Occurrence
	\$5,000,000 Aggregate
Workers Compensation	In accordance with NYS Law
Property Insurance (Builders Risk)	To cover CCC Portion of Project**

Additionally, CCC will name Owner and any other persons required by contract, as additional insured on all liability policies except Workers Compensation.

**Property Insurance will cover CCC and the trades hired by CCC. These include Excavation of wall, concrete flat work and garage doors. Additionally, Cortlandville will be a Named Insured on the policy for the duration of our portion of the project.

Items Not Included

Building permits, Site work, HVAC, Plumbing, Electrical not included above. Sprinkler System, winter concrete and anything else not listed above.

Price valid for 30 days

Total Proposed Price...\$334,380.00
(Three Hundred Thirty-Four Thousand, Three Hundred Eighty Dollars)

Don Richards, GM



JOB NUMBER: _____

NOTE: NUMBER DOORS & WINDOWS TO CORRESPOND W/J100C.

DATE: _____

CUSTOMER NAME: Town of Cortlandville
Highway Department

CUSTOMER SIGNATURE: _____

Roof Color	Wall Color	Wainscot Color	Stamped Plans
			Y / N
Rake Color	Fascia Color	Soffit Color	
Match roof color	Match roof color	Match roof color	
Corner Trim Color	Door Trim Color	Window Trim Color	
Match Wall Color	Match Wall Color	Match Wall Color	

BUILDING CONDITIONS

BUILDING USE: Town Garage

WHAT IS THE NATURE OF THE BUSINESS OR PRODUCTS BEING HANDLED?
Garage Equipment Storage

GROUND SNOW LOAD

PER CODE OR AT LEAST _____ PSF
(circle one)

CLOSEST MAJOR OBSTRUCTION ON ANY SIDE OF BUILDING (EX. ANYTHING THAT CAN AFFECT THE WIND)

200 FT (APPROXIMATE)

IS THE BUILDING LOCATED WITHIN 1500' OF ANY BODY OF WATER THAT HAS A LENGTH OR WIDTH GREATER THAN 1 MILE.

Y / N
(circle one)

WILL THE BUILDING ALWAYS BE HEATED? Y / N
(circle one)

ANY OTHER SPECIAL CONDITIONS THAT MAY APPLY TO THE BUILDING:

FILL OUT A J100B (BUILDING OPTIONS FORM) FORM FOR EACH DIFFERENT SECTION OF BUILDING. NUMBER THE SECTIONS OF THE BUILDING ON THIS PAGE. (A DIFFERENT SECTION OF BUILDING IS A TOTALLY SEPARATE BUILDING OR A PORTION OF BUILDING THAT CHANGES IN WIDTH, HEIGHT, OR ORIENTATION FROM ANY OTHER PART OF THE BUILDING EXCLUDING PORCHES OR LEAN-TO)

Grid area for drawing or notes.



Customer Name: Town of Cortlandville Highway Department

BUILDING OPTIONS FORM J100B

Customer Signature: _____

BUILDING # 7

NOTE: EACH BUILDING # ON THIS OPTIONS PAGE TO CORRESPOND TO EACH BUILDING LISTED ON FORM J100E

GENERAL INFORMATION

BUILDING HEIGHT: 10'-4" 12'-4" 14'-4" 16'-4" 18'-4" 20'-4" OTHER 17' | GUTTERS: YES NO | PIPE BOLLARD QUANTITY 14
(INDICATE LOCATION ON J100E)

WALL SHEATHING

ALL WALLS: 40 Yr. painted steel

NORTH WALL: _____
 SOUTH WALL: _____
 EAST WALL: _____
 WEST WALL: _____

(ONLY SPECIFY EACH WALL FINISH IF ALL WALLS ARE NOT RECEIVING THE SAME FINISH)

SKYBELT: NONE NORTH
 24" SOUTH
 36" EAST
 48" WEST
Skybelt Clear opening is less than selected size due to building framing

WAINSCOT: NONE NORTH
 STNDRD HGT SOUTH
 OTHER HGT _____" EAST
 PROTECTIVE LINER WEST
Standard Wainscot stops 35" above grade
 Other Height determined from grade to top of Wainscot
 TYPE OF WAINSCOT: 40 yr. painted steel

WALL GIRTS: 2X4 WALL GIRTS AS REQUIRED
 2X4 WALL GIRTS @ _____ O.C.

ROOF SHEATHING

TYPE OF ROOFING: 40 Yr. painted steel

ROOF PITCH: STANDARD
 OTHER 12

TRUSSES TO BE SPACED @ _____ O.C.

RIDGE LINE DIRECTION: NORTH-SOUTH EAST-WEST
(CIRCLE ONE)

NORTH OHG: 12"
 SOUTH OHG: 12"
 EAST OHG: 48"
 WEST OHG: 24"

SKY LITES: 3' x 6'
 3' x 12'
 # OF LITES: 0

SNOW JACKS (LINEAR FT) _____
 SNOW BARS (LINEAR FT) 284
 1 ROW OF SNOW JACKS/BARS ARE REQUIRED FOR EVERY 25' OF ROOF RUN
(INDICATE LOCATION ON J100E)

LINER INFORMATION

WALL LINER: NONE
 29GA METAL 44 FT
 3/4" PLYWOOD WALL BASE
 BASE GIRT TRIM
 36" ACOUSTICAL LINER
 OTHER _____

_____" THICK DRYWALL
 SMOOTH FRP
 TEXTURED FRP
 2X4 WALL GIRTS ONLY @ _____ O.C.
 BY OTHERS

CEILING LINER: NONE
 29GA METAL
 _____" DROP CEILING
 OTHER _____
 OTHER _____

_____" THICK DRYWALL
 SMOOTH FRP
 TEXTURED FRP
 2X4 CEILING GIRTS ONLY @ _____ O.C.
 BY OTHERS

WALL INSULATION R-VALUE 19
 CEILING INSULATION R-VALUE 38
 ATTIC ACCESS HATCH QTY 3
2 Draft Stops

IF BUILDING HAS INTERIOR ROOMS WITH MORE THAN (1) ROOM FINISH, THEN THE ROOM FINISH (FORM J100F) NEEDS TO BE FILLED OUT

MEMBER SIZES

COLUMN SIZE: AS REQUIRED OR OTHER _____

FOOTER SIZE: AS REQUIRED OR OTHER _____

HEADER SIZE: AS REQUIRED OR OTHER _____

FOUNDATION TYPE: STANDARD
 MONOLITHIC SLAB
 PERMA COLUMN
 FROST WALL

FROST WALL (IF APPLIES): INSTALLED BY FLC
 DESIGNED BY FLC ONLY
 OTHER _____

CUPOLA INFORMATION

INCLUDE GLASS
 FUNCTIONAL CUPOLA
 24" CUPOLA QTY. _____
 36" CUPOLA QTY. _____
 48" CUPOLA QTY. _____

WEATHERVANE LETTER: _____

WALL COLOR # (MATCH BLDG WALL) _____
 ROOF COLOR # (MATCH BLDG ROOF) _____
 FLASHING COLOR # (MATCH ROOF) _____

WEATHERVANE TYPE:
 R BUCK-30" F DUCK-30" K HORSE-30" P ROOSTER-30"
 B A CAR-30" G EAGLE-24" L HORSE-48" Q ROOSTER-48"
 C COW-30" H EAGLE-36" M PHEASANT-30" R SAILBOAT-30"
 D C DOCTOR-24" I EAGLE-48" N FIG-30" S SAILBOAT-48"
 E C DOCTOR-30" J HORSE-24" O ROOSTER-24" T TRACTOR-30"

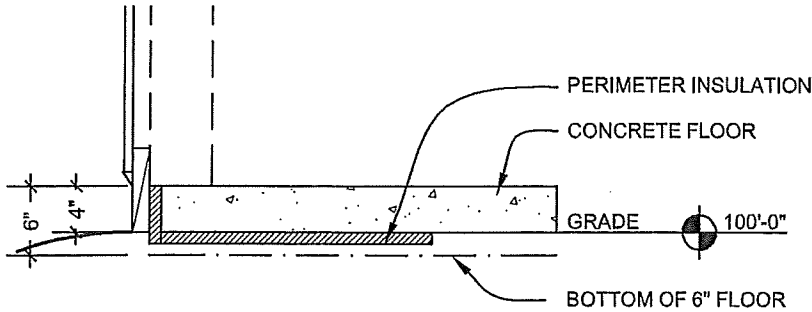
COMMENTS



Customer Name: Town of Cortlandville Highway Garage

Customer Signature: _____

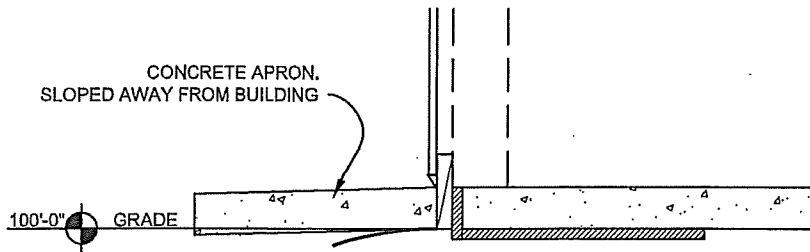
CONCRETE FLOOR INFORMATION J100X



CONCRETE FLOOR TO INCLUDE :

- FINE GRADING
 - 6 MIL VAPOR BARRIER
 - WIRE MESH REINFORCEMENT
 - FIBER MESH REINFORCEMENT
 - SEALER
 - POWER TROWEL FINISH
 - BROOM FINISH
 - SAW CUTS
- 208 YDS OF 4000 PSI
CONCRETE HAVE BEEN FIGURED FOR THIS JOB,
ADDITIONAL CONCRETE WILL BE A COST TO THE
OWNER @ _____ PER YARD.
- FLOOR THICKNESS TO BE 8"

CONCRETE APRON INFORMATION



FLOOR INSULATION:

- NONE
- PERIMETER INSULATION
- ENTIRE SLAB

CONCRETE APRON TO INCLUDE:

- WIRE MESH REINFORCEMENT
 - FIBER MESH REINFORCEMENT
 - SEALER
 - BROOM FINISH
 - FORMING
 - APRON THICKNESS TO BE 8"
- SLOPE TO BE _____": 1'-0"

BUILDING SITE INFORMATION

1. EXCAVATION, filling and grading is CUSTOMERS or COMPLETE CONSTRUCTION'S responsibility and will be done BEFORE or AFTER erection
(Circle One) (Circle One)
Fill to be done in 8" lifts (max) and brought to 95% compaction.
2. COLUMNS MUST BE SET IN UNDISTURBED SOIL. Therefore, all columns setting in more than 3 feet of fill must be made longer. Indicate on form # J100E which columns these will be.
3. ABOVE GROUND OBSTRUCTION must be removed before delivery of building. Building site plus 20 feet around perimeter of building and an area within 50 feet of site for truck to unload and stack materials must be free of debris, trees, old buildings, electrical high lines or anything which could interfere with the safe erection of the building.
Are obstructions on site? YES - NO (Circle One) If answer is yes, what obstructions are present and how will obstructions be removed?
4. UNDERGROUND OBSTRUCTION could consist of rocks, rock ledges, buried debris, utility lines, muck and soil conditions unable to carry the weight of a building.
Are underground obstructions anticipated? YES - NO (Circle One) If answer is yes, what can be expected and how will obstructions be overcome?
5. IS 110 VOLT ELECTRICITY within 200 feet of building? YES - NO (Circle One) If answer is no, what provisions will be made to provide electricity?
6. RUBBISH removal is CUSTOMERS or COMPLETE CONSTRUCTION'S responsibility.
(Circle One)
7. TEMPORARY HEAT will be CUSTOMERS or COMPLETE CONSTRUCTION'S responsibility.
(Circle One)
8. PORTA-POTTY will be provided by FLC YES - NO (Circle One)
9. WILL SITE ACCEPT A TRACTOR TRAILER YES - NO (Circle One) If answer is no, additional delivery charges may apply.



DOOR & WINDOW SCHEDULE J100C

Customer Name: Town of Cortlandville Highway Department

Customer Signature: _____

Standard Vinyl Window Sizes

Qty	Size	Type	Manufacturer		Color		Insulated		Grids		#
			Anderson	Silverline	White	Beige	Reg.	Low-E	Yes	No	
6	3624	Glider	Anderson	Silverline	White	Beige	Reg.	Low-E	Yes	No	
	4836	Glider	Anderson	Silverline	White	Beige	Reg.	Low-E	Yes	No	
	7248	Glider	Anderson	Silverline	White	Beige	Reg.	Low-E	Yes	No	
	3648	Single Hung	Anderson	Silverline	White	Beige	Reg.	Low-E	Yes	No	
	3660	Fkcd	Anderson	Silverline	White	Beige	Reg.	Low-E	Yes	No	

NOTE: Number doors & windows on J100E; place corresponding numbers next to the door or window on J100C in the designated # column.

Qty	Width	Length	Shutters		Color
			Louvered	Raised Panel	
			Louvered	Raised Panel	
			Louvered	Raised Panel	
			Louvered	Raised Panel	
			Louvered	Raised Panel	
			Louvered	Raised Panel	

Special Order Windows

Qty	Size	Model #	Manufacturer	Supplier	Insulated	Glass Type	Screens	Extension	Jamb	Grids	Color	Rough Opening	Comments	#
					Y/N	Low E	Reg.	Y/N	Y/N	Y/N				
					Y/N	Low E	Reg.	Y/N	Y/N	Y/N				
					Y/N	Low E	Reg.	Y/N	Y/N	Y/N				
					Y/N	Low E	Reg.	Y/N	Y/N	Y/N				

Standard Pass Doors

Qty	Size	Model	Color	Glass #	X-Back	Closure	Penic	Deadbolt	Keyed Alike	Latch Guard	#
3	3068	5100	White	911E	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	
					Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	
					Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	
					Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	

GLASS #S: (1)= 20"x 24" 1-LITE, (2)= 22"x36" 1-LITE, (3)= 22"x36" 9-LITE, (4)= 4"x48" 1-LITE, (5)= 22"x 60" FULL VIEW

Framed Opening

Qty	R.O. Size	Purpose	Special Considerations	#

Special Order Doors

Qty	Size	Model #	Manufacturer	Supplier	Glass Type	Jamb Type	Panel Type	Color	Threshold	Weatherstrip	Dead Bolt	Keyed Alike	Closure	Panic Device	Rough Opening	Comments	#
					Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N		
					Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N		
					Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N		
					Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N		

Slider Doors

Qty	Size	Panel Color	Type	Location	#
			Single	Double	
			Single	Double	
			Single	Double	
			Single	Double	
			Single	Double	

Slide door clear opening to be 6" less in width than door size

Slider door locations: Ext = Exterior, Int = Interior

Overhead Doors

Qty	Size	Door Model	Color	Glass Size	Insert Type	# of Lites	Elec. Operator	Remble City	Key Pad	Chain Hold	Head Room	Lift Type	Lock Type	Jamb Type	Milano Corners	#
7	16x14		White	24x12		4	Y/N	1	Y/N	Y/N	36"	Y	Y	W	Y/N	
							Y/N		Y/N	Y/N					Y/N	
							Y/N		Y/N	Y/N					Y/N	
							Y/N		Y/N	Y/N					Y/N	
							Y/N		Y/N	Y/N					Y/N	

Headroom = Distance above Overhead door to ceiling

Lift Types:

- SL - Standard
- HL - HI Lift
- LH - Low Headroom
- VL - Vertical Lift

Lock Types:

- ISL - Inside Slide Lock
- KL - Key Lock
- N - None

Jamb Types:

- WD - Wood
- ST - Steel

Exempt Organization Certification

This certification is not valid unless all entries have been completed.

Name of seller <i>Complete Construction Concepts, LLC</i>		Name of exempt organization making purchases	
Mailing address <i>137 S. MAIN STREET</i>		Exempt organization number (from Form ST-119)	
City, village or post office <i>Homer</i>		Mailing address	
State <i>NY</i>	ZIP code <i>13077</i>	City, village or post office	
Substantial civil and/or criminal penalties will result from the misuse of this form.		State ZIP code	
I certify that the organization named above holds a valid Form ST-119, <i>Exempt Organization Certificate</i> , and is exempt from state and local sales and compensating use taxes on its purchases.			
Print or type name of officer of organization.		Title	
Signature of officer of organization		Date prepared	

Instructions

Seller

If all entries have been completed and an officer of the organization has signed the certification, you may accept it to exempt sales to the organization named. The exempt organization must be the direct purchaser and payer of record. Any bill, invoice or receipt you provide must show the organization as the purchaser. Payment must be from the funds of the exempt organization.

Do not accept this form to exempt sales of motor fuel or diesel motor fuel, including No. 2 heating oil (see *Purchaser* section).

The exempt organization must give you certification at the time of the organization's first purchase. A separate document is not necessary for each subsequent purchase, provided that the exempt organization's name, address, and certificate number appear on the sales slip or billing invoice. The certification is considered part of each order and remains in force unless revoked.

If a certification with all entries completed is not received within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must keep this *Exempt Organization Certification* for at least three years after the date of the last exempt sale substantiated by the certification.

Purchaser

Complete this certification and give it to the seller. This form may be reproduced without prior permission from the Tax Department.

Your exemption from New York State and local sales and use tax does not extend to officers, members or employees of the exempt organization. Personal purchases made by these individuals are subject to sales and use tax. An organization's exemption does not extend to its subordinate or affiliated units. When making purchases, subordinate units may not use the exemption number assigned to the parent organization. Such misuse may result in the revocation of the parent organization's exemption.

You may not use this form to make tax exempt purchases of motor fuel or diesel motor fuel. Since No. 2 heating oil falls within the definition of diesel motor fuel, you may not use this form to purchase it tax exempt. You must use Form FT-1020, *Exemption Certificate for Certain Taxes Imposed on Diesel Motor Fuel and Propane* or Form FT-1025, *Certificate for Exemption from Certain Taxes Imposed on Diesel Motor Fuel*, to claim exemption on heating oil.

Hospitals that have been granted an exemption from sales and use tax pursuant to section 1116(a)(4) of the Tax Law may claim exemption on the purchase of motor fuel by using Form FT-937, *Certificate of Sales Tax and Motor Fuel Tax Exemption for Qualified Hospitals*.

Need Help?

For forms or publications, call toll free (from New York State only) 1 800 462-8100. From areas outside New York State, call (518) 438-1073. For information, call the Business Tax Information Center toll free (from the continental U.S.) 1 800 972-1233. You can also call toll free (from New York State only) 1 800 CALL TAX (1 800 225-5829). From areas outside New York State, call (518) 438-8581.

Telephone assistance is available from 8:30 a.m. to 4:25 p.m., Monday through Friday.

Persons with Disabilities - In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call the information and assistance numbers listed above.

Hotline for the Hearing and Speech Impaired - If you have a hearing or speech impairment and have access to a telecommunications device for the deaf (TDD), you can get answers to your New York State tax questions by calling toll free (from the continental U.S.) 1 800 634-2110. Hours of operation are from 8:30 a.m. to 4:15 p.m., Monday through Friday. If you do not own a TDD, check with independent living centers or community action programs to find out where machines are available for public use.

If you need to write, address your letter to: NYS Tax Department, Taxpayer Assistance Bureau, W AHarriman Campus, Albany NY 12227.



1-13

Construction Proposal

Owner

Larry Drach
 Route 11

 Cortland, New York 13045
 Home:
 Cell: 607-591-1892
 Work:
 Other:
 larrydrach@yahoo.com

Deliver To

Larry Drach
 Route 11

 Cortland, New York 13045
 Home:
 Cell: 607-591-1892
 Work:
 Other:
 larrydrach@yahoo.com

Building Info	Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord	Peak Height	Soffit Height
	306	60'	20'	140'	8'	4/12	0/12	31' 6.5"	20' 5"

306 60'x20'x140' (#1) - Building Use: Commercial - Maintenance Garage

Payment Terms

Pricing is based on cash terms according to the payment schedule shown. Non-cash payments are subject to Terms and Conditions, #2. All applicable taxes are included in the total price.

Pricing is contingent upon delivery of material on or before March 13, 2018. (See Building Site Specifications, #2)

Approximate delivery after March 12, 2018.

Down payment type: Check #

Down Payment:	\$69,486.00
Delivery Payment:	\$138,973.00
Final Payment:	\$23,162.00
Total:	\$231,621.00

Customer Signature

THIS ORDER CONSISTS OF BUILDING SPECIFICATION(S), BUILDING PERSPECTIVE(S), COLUMN PLAN(S), BUILDING COLOR DEFINITION(S), SITE CONDITIONS, BANKERS LETTERBUILDING SITE SPECIFICATIONS (06/10), TERMS AND CONDITIONS (10/16), CONSTRUCTION PLANNING WARNING (06/10), AND 613 FLUOROFLEX® LIMITED WARRANTY WHICH ARE ATTACHED AND INCORPORATED HEREIN

By signature below, I certify that _____ hold(s) title to the
 (Print Property Owner's Name)
 property upon which construction will be performed under this Order and has given permission for construction.

 Signature of Larry Drach

 Signature Date

Building #1 Specifications

Building Info	Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord	Peak Height	Soffit Height
	306	60'	20'	140'	8'	4/12	0/12	31' 6.5"	20' 5"
306 60'x20'x140' (#1) - Building Use: Commercial - Maintenance Garage									

Foundation

Morton Buildings, Inc. exclusive foundation system. Reinforced precast concrete column with an internal threaded adjustment bracket set in a readi-mix poured footing set below frost depth or a minimum of 4'-0" below building grade. Fastened to a laminated wood column with an internal column connector bracket.

Siding

South, East, North, West wall(s) Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with Stainless Steel Screws)

Wainscot

South, East, North, West with 36" tall Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 wainscot (Fastened with Stainless Steel Screws)

Protective Liner

South, East, North, West wall(s) with 7/16" thick OSB by approx. 32" tall Protective Liner

Roof

Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with Stainless Steel Screws) with Vent-A-Ridge

Overhangs

South, North wall(s) 2' Wide Vented Sidewall Overhang with Standard 6" fascia, Gutters, downspouts with elbows at base
 East, West wall(s) 1' Wide Non Vented Endwall Overhang with Standard 6" fascia

Walk Doors

3 A 3' x 6'8" 9 Lite Tempered Glass in Plain Flat Leaf Fibersteel Walk Door(s) out-swing left hinge with panic hardware with pull and lock, closer

Windows

6 B 4'4"x2'9" with low E glass with argon

Overhead Door Opening

7 C 16'0" x 14'0" Overhead Door Opening (Requires a minimum 16' 2" X 14' 1" panel), 1' 6" Headroom

Energy Performer

Ceiling Finish with Hi-Rib Steel (.019 White CQ Polyester Solid) Fastened to Lower Chord



of Truss with Painted Steel Screws, 4 Mil Vapor Retarder and Air Deflector at Eaves Between Trusses, and Turn Steel Ceiling Parallel with Trusses South, East, North, West wall(s) Interior Wall with 3/4" T&G Plywood From Top of Floor Up to 8' Height, Acoustical Hi-Rib Steel (.019 White Polyester) From Top of Plywood to Ceiling, Acoustical Hi-Rib Steel Fastened to Nailers with Painted Steel Screws, Wall Cavity is Insulated with 6" Fiberglass Insulation, 4 Mil Vapor Retarder and 4 Mil Black Vapor Retarder behind Acoustical Steel

Additional Information

No Dumpster Included in this project and will be upto the customer to provide a waste container for this project.

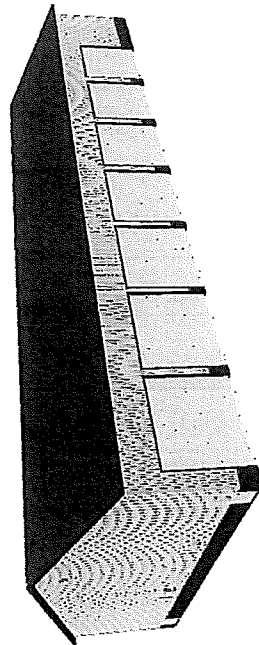
Disclaimers

Customer relieves Morton Buildings, Inc. from liability for snow infiltration which may occur under certain conditions including but not limited to high wind, snow level and building orientation.

All interior rooms including tack/feed rooms, horse stalls and wash stalls called out in this contract are nominal size. Actual size may vary. If this project requires specific clearance dimensions in any interior room then those specifications must be added to the contract verbiage.

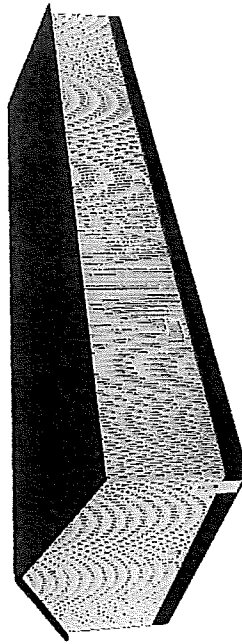


Perspective From The Southwest





Building 306 60'x20'x140' (#1) Perspective From The Northeast





Building 306 60'x20'x140' (#1) Color Definition

Roof (4/12 PITCH)	Color	OHD/Coil-Up Doors	Color
HiRib Steel	Evergreen	Overhead Door Trim	Evergreen
Vent-A-Ridge	Evergreen	Overhead Door Panel	White
Soffit	Evergreen		
Gable Trim (Roof)	Evergreen		
Fascia	Evergreen	Walk Doors	Color
5" Gutter	Evergreen	Walkdoor No Crossbuck (Fibersteel & MB)	White
Ceiling	White ‡	Fibersteel Trim	White
Side & End Wall	Color		
HiRib Steel	Ivory		
3"x4" Upper Downspouts	Ivory		
Corner Trim Above Wainscot	Ivory		
Transition Trim	Ivory		
Interior Liner of Wall	White §		
Wainscot	Color		
HiRib Steel	Evergreen		
Corner Trim	Evergreen		
Base Trim	Evergreen		
3"x4" Lower Downspouts	Evergreen		
Windows	Color		
MB Windows	White **		
Trim	Ivory *		

Note: Items marked with an asterisk (*) include a setup charge.
**** Features not manufactured by Morton may have a color deviation from Morton painted steel colors.**

This building will not be connected to another building and no other Morton building is on site.

‡ Hi-Rib Steel (.019 White Poly)
§ 3/4" T&G Ply to 8' w/Acou Hi-Rib Steel Above (.019 White Poly)



Site Work Responsibilities

Morton Buildings, Inc. has prepared Building Site Specifications with Diagrams and made them part of this agreement. The checklist below designates whether Morton (MBI) or Owner (O) is responsible to perform and pay for the services identified.

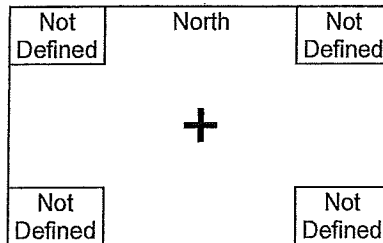
<p>Permit (Owner) Building (Owner) Zoning (Owner) Road Access</p> <p>Site (Owner) Site Survey (Owner) Site Engineering (plan, water, soil bearing) (Owner) Environmental Impact Study (Owner) Percolation Test (Owner) Private utility lines identified and marked (Owner) Site Preparation(Pre-Construction) (Owner) Purchase of (Pre-Construction) Fill Material (Owner) Obstruction Removal (Owner) Covering or Disconnection of Electrical Lines (Owner) Termite Pre-Treatment (Owner) Final/Finish Grading (Owner) Landscaping (Owner) Snow Removal (Owner) Dumpster/Trash Removal (MBI) Utility Line Marking/Digging Clearance</p> <p>Other (MBI) None (Owner) None</p>	<p>Concrete (Owner) Poured Foundation/Wall (see scope of work) (Owner) Floor/Interior(Flatwork) (Owner) Concrete Flatwork Preparation (Owner) Door Approach/Exterior (Owner) Sidewalks</p> <p>Utilities (Owner) Temporary Electrical Service (Owner) Permanent Electrical rough-in/hookup (Owner) Gas Service rough-in/hookup (Owner) Water Service rough-in/hookup (Owner) Sewer Service rough-in/hookup (Owner) Cable TV Service rough-in/hookup (Owner) Internet Service rough-in/hookup</p> <p>Applicable Inspections (Owner) Termite (Owner) Footing (Owner) Framing (Owner) Electrical Rough (Owner) Electrical Finish (Owner) Plumbing Rough (Owner) Plumbing Finish (Owner) HVAC/Mechanical Rough (Owner) HVAC/Mechanical Finish (Owner) Fire/Life Safety (Owner) Final (Owner) Certificate of Occupancy</p>
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Site Conditions

The building site was inspected on 1/12/2018 by:

Attach a photograph of site taken on above date and describe site preparation which must take place before delivery of material:

Define Benchmark Location:





Bankers Letter

Bank Info

_____	Larry Drach
Bank/Broker Name	Contract Name
_____	\$162,135.00
Address Line 1	Remaining Contract Amount
_____	_____
Address Line 2	
_____	_____
Phone No.	Fax No.

To Whom It May Concern:

I have entered into a purchase agreement with Morton Buildings, Inc., which involves real estate improvement. I am aware that acceptance of the purchase agreement at the corporate office of Morton Buildings, Inc. is conditional upon my financial responsibility.

You are authorized to furnish confidential information addressed DIRECTLY to the credit manager of Morton Buildings, Inc. Please direct all correspondence to:

Morton Buildings, Inc.
ATTN:Credit Manager
P.O.Box 399
Morton, IL 61550-0399
Fax:(309) 263-0848

Authorized Signature
Route 11
Cortland, NY 13045

(To Be Completed By Financial Institution)
Please check all that apply

- We have a closed loan for this project. Funds are available at the Customer's request.*
*Please indicate whether the loan is Federal or State related (i.e., SBA, USDA, etc...) Yes _____ No _____
- The above has an open line of credit with us which will be more than sufficient for this project, if needed.
- Above contract name has funds on account that exceed the project price.

Date

Officer's Signature

Officer's Title

Thank you for your assistance in this matter. Your cooperation will help assure a rapid completion of our customer's project.

Sincerely,

Credit Manager
(309)263-7474



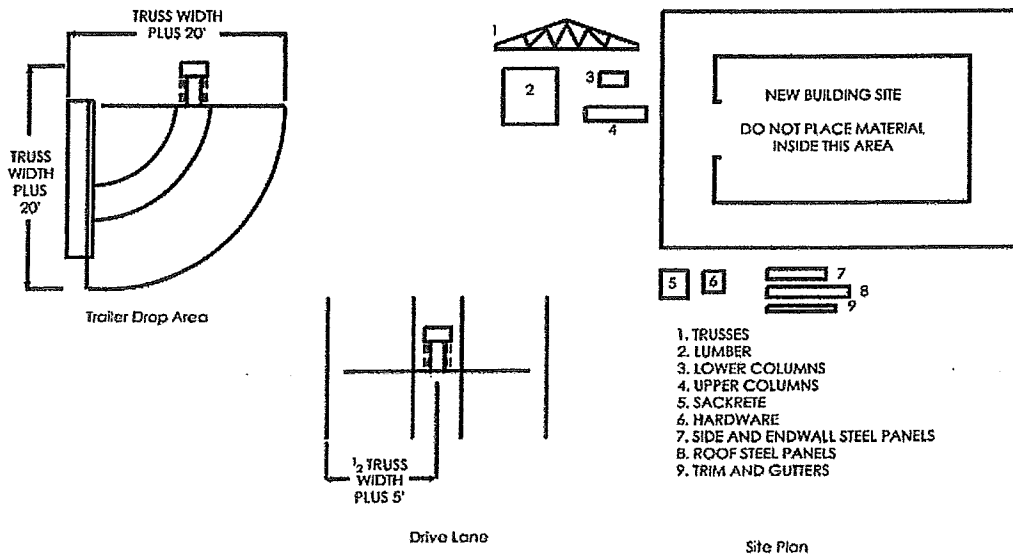
Building Site Specifications (06/10)

The importance of a prepared site cannot be overemphasized. You, the Owner, and your Morton Sales Consultant will inspect your site and make an evaluation of the site in preparation for construction of your Morton building.

1. You are required to designate on the Site Work Responsibilities which responsibilities are yours and which are the responsibilities of Morton Buildings, Inc. [hereinafter "Morton"].
2. If it is your responsibility to obtain plans, reports, permits, or variances you must do so within a reasonable time or the specified date on the Construction Proposal page. If delivery of your building material is delayed through no fault of MBI, upon notice the order may be re-priced or terminated at the option of MBI. If the order is terminated expenses accrued plus reasonable overhead and profit will be due. The responsibilities for site preparation, foundation or permitting which are yours must be completed before materials are delivered to the job site. If the site is not prepared upon arrival of materials, Morton has the option of delivering the materials or returning the materials to the origin of shipment. If materials are delivered, you will be responsible for any damage to materials due to storage at the site or other causes outside Morton's control. If materials are returned, you will be responsible for delivery and restocking charges when materials are reshipped to job site.
3. Site preparation includes establishing a safe working perimeter around the building site. This is a minimum of 10 feet working area beyond the edge of a proposed overhang on the building, a minimum of 30 feet away from non-insulated or damaged insulated wires, including overhead and underground lines, that conduct electricity and a minimum of 10 feet away from any insulated wires, including underground lines, that conduct electricity. Morton delivery and construction crews are authorized to refuse to work on unsafe job sites. If site preparation is your responsibility and the site is deemed unsafe, you will be responsible for any damages, including delay damages, incurred by Morton until the site is made safe for work.
4. If Special Site conditions were noted on Site Work Responsibilities, Morton may, with approval of the Safety Department, elect to build on your site using additional safety equipment or safety methods which will add extra charges to the total price.
5. Failure to provide services prior to construction for which you are responsible constitutes a waiver of Morton's liability for any damage which occurs as a result of your failure to provide agreed services on Site Work Responsibilities including, but not limited to, diminution in value for failure to provide survey or structural failure or building movement for failure to provide site engineering or proper site preparation. If the building is built on all or part of an existing foundation, Owner waives any claim against Morton for damage or loss caused by failure of any part of the building due to inadequate foundation and agrees to indemnify, defend and hold Morton harmless for same.
6. Buildings anchored in the ground must resist wind uplift. The soil composition and compaction must sustain loads for which concrete was designed. Improper drainage can cause frost heave. Improper site preparation and landscaping after construction can lead to wind damage, structural damage, settling, frost heave and cracking of walls or floors. If site preparation is your responsibility, you waive all liability against Morton for the above damages due to inadequate site preparation.
7. Definition of a Prepared Site
 - a. Site is level when rough grade is within +/- one (1) inch to agreed elevation.
 - b. Site allows all columns to set to natural, undisturbed soil of footings provided and meets earth work criteria below.
 - c. Grade elevation and finish floor elevation are marked on an agreed benchmark.
 - d. Building corners are flagged with either grade stakes or locator flags.
 - e. A minimum 10-foot wide clear work area is available around the perimeter of building, graded to slope 1-2 inches per foot away from building (not to exceed 2 inches per foot).
 - f. Site is free from above and below grade obstructions.
 - g. 110 Volt electricity is within 200 feet of building site unless noted otherwise in the Construction Agreement.
 - h. Overhead power lines within 30 feet of building, working area, unloading area or material storage area are either covered or disconnected.
 - i. Access to site and space for unloading is available as described below.
 - j. Underground utility lines (Telephone, Electric, Gas, Water, Sewer, Cable TV, Fiber Optics) are located and clearly marked by local utility companies or Owner if lines are private. Owner is responsible for any charges by utility company to mark private lines.
 - k. Soil compaction to 95% of its maximum density or that specified in an engineering report for the site.
8. Earthwork criteria



- a. Site preparation consists of the removal of organic matter, loose top soil, vegetation, unsuitable soil types, and cutting high areas or filling low areas with well-graded fill that is free of rocks (4" or larger except in column area where maximum size must be 1" or less), free of debris and frost when placed, and can be compacted to 95% of its maximum density. Earth removed from high areas can only be used if it meets these specifications.
- b. If the building will have a concrete floor, a minimum of 4 inches of well-graded fill must be provided to level the rough grade. Well-graded fill is material consisting of particle sizes from its coarsest to finest particles, is trimable, compactable and granular. A washed sand is not compactable and must not be used for fill.
- 9. You release Morton and accept all liability for any losses that result from damage to private utility lines not properly marked and identified before construction.
- 10. If, during construction, underground obstructions require special digging equipment and/or additional labor, the cost plus reasonable markup will be charged as extra charges if site preparation is your responsibility.
- 11. You must provide suitable access to the work site. Additional charges will be added to the Construction Agreement if the trailer drop area and drive lane do not meet the criteria below and Morton must drop materials away from the work site. Construction equipment can cause tire ruts in soft ground or damage concrete driveways or sidewalks if the only access is over these areas. You accept all liability for repairs to the work site which result from reasonable ingress, egress or equipment (such as lift trucks) usage during building construction by Morton or its subcontractors.
- 12. Morton recommends that final grading of the job site not be done before construction. Owner is responsible for repairs to site if final grading is done before construction.
- 13. Access to Site and Space for Unloading
 - a. Material for your building will be delivered on one or more flat bed trailers. The semi-tractor is equipped with forklifts to mechanically unload materials. The truck driver will need space to maneuver and stack the building materials.
 - b. You or your representative must be present during the unloading to accept delivery and to call for assistance in case of an emergency.
 - c. Trailer drop location must be reasonably level. Area can be on the job site, main driveway, or near the building site.
 - d. Drive lane is a path from trailer to stacking area on which unloading semi-tractor must travel. There must be at least 5 foot clearance on either side of the truss suspended from forks. Trusses are usually the same length as building width.
 - e. All materials will be stacked in the designated locations per the diagram below. If material needs to be dropped more than 200 feet from the building location, an additional charge will be added to the Construction Agreement.
- 14. You must designate an area for excess dirt (spoilings) stockpiled on site before construction begins.



**Terms and Conditions (10/16)**

1. Morton Buildings, Inc. [hereinafter "Morton"] shall submit a request for payment in a manner agreed by the Parties. Morton may stop work if any payment, including payment for extra work, is not made to Morton according to the terms of this Order. If such non-payment occurs, Morton may keep the job idle without liability until all payments are received.
2. In the event of default by Owner under any term of this Order, including the schedule set forth in the Payment Terms, Morton shall be entitled to 1 1/2% per month interest (18% annual rate) or the maximum rate allowed by law in the state where the Work is located if less than 18% annual rate. Owner agrees to pay Morton reasonable costs and attorney fees incurred to enforce the terms of this Order.
3. The Owner, by making final payment under this Order, waives any claim that it may have against Morton for damages from defects that are known to the Owner or apparent from reasonable inspection at the time final payment is made except for those upon which Owner has given notice to Morton as either a punchlist item or a claim for warranty repair. This waiver does not affect Owner's right to make a claim for warranty repair for defects which are not known or reasonably apparent at time of final payment.
4. Title to all materials incorporated in the project shall remain with Morton until Owner has made all payments required under this Order. If Owner fails to make such payments, Morton shall be entitled to retake possession of such materials incorporated into the project by Morton or its Subcontractors regardless of any damage to the structure or to Owner's property that such repossession might entail. Material shipped to the job site by Morton which is not used in construction remains the property of Morton.
5. **WARNING TO OWNER: IF YOU SIGN THIS ORDER, MORTON, ITS SUBCONTRACTORS OR SUPPLIERS WHO PROVIDE WORK OR MATERIALS TO THE JOB SITE MAY HAVE A RIGHT UNDER THE LAWS OF YOUR STATE TO FILE A MECHANIC'S LIEN ON YOUR PROPERTY. THIS MEANS YOUR PROPERTY CAN BE SOLD WITHOUT YOUR PERMISSION AND WITHOUT ANY COURT ACTION IF YOU MISS ANY PAYMENT REQUIRED BY THIS ORDER. STATE LAW MAY CONTAIN IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTS YOUR BUILDING. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER SOME STATE LAWS, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.**
6. This Order is conditioned upon Owner's ability to arrange satisfactory financing for the project. Before work begins, Owner shall disclose to Morton its arrangements for financing payments required under this Order according to Morton's credit policy. Morton will have no obligation to start work until Morton is satisfied that such financial arrangements are reasonably adequate to assure payment. Financial information submitted by Owner for review will be treated by Morton as confidential information.
7. The terms and conditions of this Order must be reviewed by Design Services and accepted by the Corporate office of Morton Buildings, Inc., located in Morton, IL. If the review indicates that local code compliance requires additional charges, Owner will be notified and given the option to cancel the order or proceed at the new price. Prior to acceptance, Morton may reject the Order and discharge all liability to Owner by return of any monies paid by Owner as down payment. Owner will receive written notice of acceptance from the Corporate office.
8. The terms and conditions set forth in this Order constitute the entire agreement between the Parties. No other warranties, representations, including any building visualization produced by graphic software, conditions, proposals or agreements, whether oral or written, shall be binding unless incorporated into this Order which can only be modified by an agreement in writing signed by Owner.
9. Morton shall be excused for any delay in completion of the agreement caused by acts of God; acts of owner, or owner's agents, employees or independent contractors; inclement weather, acts of public utilities, public bodies, or inspectors (but not related to possible defects in Morton's performance); changes requested by Owner; or other contingencies unforeseen by Morton and beyond its reasonable control. Owner acknowledges the approximate Delivery Date on this Order may change and agrees to accept delivery of materials at any reasonable time after the Order has been placed on shipping schedule.
10. After acceptance of the Order, Morton may terminate its obligations under the agreement if embargoes; acts of war or terrorism; inability to obtain transportation, labor or materials or reasonable substitutes for transportation, labor or materials; government restrictions or controls; judicial orders; civil commotion; fire, flood, or other casualty; or any other unforeseen, whether or not foreseeable, causes beyond its reasonable control render performance commercially impracticable under the agreement.



11. Morton may, at its option, terminate its obligations under this agreement if construction costs increase more than 10% from the time of acceptance of the Order until time of placement on transport for shipment. If a greater than 10% increase in construction costs occurs between the time of acceptance and the time of placement on transport for shipment to the Owner, Morton will provide the Owner notice with the option to perform the agreement with the addition of a surcharge reflecting the cost increase related to the project. If Owner does not agree to the surcharge, the agreement will be terminated and Owner will be required to pay Morton all costs plus reasonable markup expended in performance of the agreement to date of termination.
12. Morton may bar occupancy of the project by Owner until Morton has received all payments due under the terms of this Order. Owner may take possession of the building before completion provided all payments have been made and Owner has provided proof to Morton of insurance for the building and contents. Morton's obligation to provide Builder's Risk insurance ceases upon Owner's occupancy or use if such occurs before completion of construction.
13. Morton and its Subcontractors shall, at their expense, obtain and maintain insurance with reputable carriers on all their operations through completion of project, including the following coverages:
 - a. Workers' compensation and employer's liability as required by law;
 - b. Commercial general liability insurance covering all operations;
 - c. Automobile liability insurance, including coverage for all owned, hired and non-owned vehicles;
 - d. Broad form Builder's Risk in a sum at least equal to the agreed price of the Order and any subsequent change orders.
14. Morton disclaims any and all liability for damage to person or property resulting from mold growth within any part of the building envelope due to moisture entering the building envelope prior to Morton's completion of construction, or as a result of damage to or penetration of the building by others. Subterranean termites are a potential source of damage to lumber and other wood products. Treated lumber in columns, splashboards or sill plates will not keep termites out of a building. Pre-treatment of the site, including the area around the columns, splashboards, concrete or block foundations and under floors is recommended. This is especially important in a building with enclosed insulated walls. Only preservative treated lumber in a Morton building is warranted against termites.
15. The drawings provided with this Order are the property of Morton and represent a preliminary layout and rough sketch of a Morton building. Use of these documents for purposes of construction is strictly prohibited. Reproduction of these documents by anyone for any reason without written permission from Morton is prohibited. The actual design of your building will be developed and approved by licensed design professionals if required by law. Plans and specifications developed for this order are incorporated as part of the order as though set forth in detail herein; however, to the extent there may be discrepancies between Building Specifications and plans, Building Specifications supersede and control.
16. Design and construction are based on the Building Use designated in the Building Specifications. Owner accepts all liability and indemnifies and holds Morton harmless for losses, additional expenses or damages, including delay damages, which arise because the building is not used for its intended purpose stated in this Order.
17. In the event that any part of this Order shall be found to be void or unenforceable, such findings shall not be construed to render any other part of the Order either void or unenforceable, and all other parts of this Order shall remain in full force and effect unless the part(s) which is/are found to be invalid or unenforceable shall substantially affect the rights or obligations of either party.
18. Purlin shadowing / oil canning is a normal aesthetic condition of steel roofing and/or steel siding material.
19. This Order (and any change order thereto) may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, will be deemed an original, but all of which will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by fax, email or other electronic means will be equally as effective as delivery of a manually executed counterpart of this Order.

Facsimile or scanned signatures on this Order and any related documents, and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Order, although any documents that are to be recorded must be executed by both parties with original signatures.

By accepting goods, by acknowledging receipt of this Order (or any change order thereto), or by allowing commencement of the Work, Owner agrees to the terms and conditions contained in this Order (or any applicable change order), although its agreement to such terms and conditions is not limited to the foregoing methods. This Order (or any change order) may be accepted by Owner without signature.

Construction Planning Warning (06/10)

Morton Buildings, Inc. [hereinafter "Morton"] offers complete "turn-key" construction services by acting as General Contractor for your building project. The advantage to you, the Customer, is single-source responsibility for your project which significantly decreases construction delays due to scheduling and coordinating subcontractors. It has been our experience that irreparable damage can be inflicted to the function and aesthetics of buildings by careless installers unfamiliar with the Morton Buildings' system. Additionally, the Limited Warranty provided by Morton may be adversely affected or voided by work performed by other than Morton employees or subcontractors. Naturally, Morton cannot be held liable for the design and workmanship of others. If you decide to manage any aspect of the construction yourself, you must follow these guidelines:

1. Site Preparation

If you are responsible for site preparation, your order contains detailed specifications for preparation of your site. Your signature on the order certifies that the site preparer (you or your subcontractor) has read and understood the specifications provided by Morton and has prepared the site accordingly. Please be aware that the structural integrity of your Morton building depends on adequate site preparation; your certification means you accept liability for failure of any portion of the building due to site preparation done by anyone other than Morton or a Morton subcontractor.

2. Building Plan

If you elect to construct any portion of the interior of your Morton building, you must provide to Morton, during the planning phase of your building, an interior design layout, including, but not limited to, plans (certified, if required by your local building authorities) for any mechanical, plumbing, fire safety or electrical work to be done inside the building. These plans may necessitate changes to the design of your Morton building. By your signature on the order, you are certifying that you accept financial responsibility for changes made after construction begins if the plans provided during the design phase were inadequate or incomplete requiring additional changes to the Morton structure.

Acceptance of your plans by Morton does not relieve you or your contractors from liability for any inaccuracies in the plans. Morton does not review, approve, guarantee or warrant work done by anyone other than Morton or Morton's subcontractors; Morton expressly relies on the accuracy of the plans and documents provided by you when verifying the final design of your Morton building. Please be aware that local Building Code requirements and Life Safety issues may dictate specific building requirements, especially if the building includes living quarters or is used by the public. You expressly accept liability for compliance with all codes, laws and regulations for plans or documents provided by you to Morton.

Life safety issues to consider when planning your building include, but are not limited to, sleeping rooms must be provided with emergency escape to the outside by doors or escape windows, walls between the living area and the garage must be separated with a minimum of ½" thick gypsum board on the garage side, floor of living area may be required to be higher than the floor of the garage, and doors between the garage and living area must have a minimum of 20 minute fire rating. Your local or state laws may require different or more stringent construction. It is your responsibility to ensure your scope of work follows all laws and regulations regarding design and construction for life safety.

3. Subcontractors

If you intend to directly hire any trade work which will occur prior to or during the construction of your Morton building, you must provide to Morton a list of these subcontractors which includes Name, Address, Phone Number, Trade Type and a proposed construction schedule. Morton will rely on this schedule to plan for construction of Morton's portion of the project. You must arrange for job site supervision of your subcontractors; Morton will not coordinate, schedule, supervise or give any direction or instruction on the job site to anyone other than Morton's employees or Morton's subcontractors. Additionally, Morton will not take responsibility for security or safety of the job site while other than Morton or Morton's subcontractors are physically on the job site; while on the job site with your subcontractors, Morton will only be responsible for the area of work under its direct control or the control of its subcontractors. If the areas of control overlap, you expressly accept all liability for this responsibility.



When Morton's construction crew suffers an unscheduled interruption by other trades who need to install components under, through or in a structural wall, such interruptions will incur additional labor charges. For instance, additional crew labor expenses could occur if holes have to be cut into overhangs or porch soffits or through exterior walls to accommodate light fixtures. Delays caused by your subcontractors could also incur additional charges if Morton's estimated completion date is delayed.

Insurance coverage on the project provided by Morton will cover only that portion of the project which is within Morton's scope of work up to the value of the Morton contract; therefore, it is your responsibility to make sure your scope of work has adequate coverage for Builder's Risk and any other applicable insurance.

4. Specific Trade Issues

Concrete work which affects the structure of your Morton building must be done according to Morton's specifications. Specifications will be provided to you, and the work must be certified by you or your subcontractor before Morton resumes work. Morton expressly relies on this certification, which means that you accept all liability for any defect to your Morton building which results from faulty concrete design or work that you or your contractor has certified meets Morton's specifications.

If you hire subcontractors that require puncturing the Morton building's roof system with vent pipes or chimneys, the location of the penetration, the tools used in cutting holes, the sealing around pipes, and the replacement of insulation and vapor retarders must be inspected and approved by Morton's construction supervisors. Failure to do so voids your Morton roof warranty.

Mechanical contractors (plumbers, electricians, heating and air conditioning, etc.) may puncture the vapor retarders installed by Morton on the inside of the building. Punctured vapor retarders must be restored and inspected by a Morton employee before walls are covered with finish materials.

5. Installation of Your Products by Morton

If you wish to have Morton construction crews install your locally purchased doors and windows, you must provide, with the order to be sent to Morton, manufacturer's specifications (commonly called "cut sheets") for the items you wish to have installed so that such items can be included in the structural plans. Morton does not warrant the products but will guarantee for one year from time of installation that the installation is done in a good and workmanlike manner free from defects.



613 FLUOROFLEX® LIMITED WARRANTY

1. WHAT IS COVERED BY THIS WARRANTY

Morton Buildings, Inc. [hereinafter "Morton"] warrants to the Original Purchaser that the building which is the subject of this sale will be free from defects in material and workmanship for the duration of ONE (1) YEAR from substantial completion of the project. "Original Purchaser" is defined as the purchaser who is title holder to the property upon which the building is constructed at the time of purchase. This warranty cannot be transferred to subsequent property owner(s).

Morton warrants to the Original Purchaser [hereinafter "Purchaser"] the following items for the duration from substantial completion of the project shown in their respective headings. Substantial completion is when Morton's contracted work is complete exclusive of punchlist items.

FOR 50 YEARS:

- Morton will repair or replace the exterior building structural framework, exterior metal roof and siding panels and trims, windows, walkdoors (if purchased through Morton), cupolas and sliding doors if directly damaged due to snow loads.
- Morton will repair or replace preservative-treated lumber if the lumber fails due to fungal decay or insect attack.
- Morton will repair or replace any precast concrete column manufactured by Morton if the column has failed.

FOR 35 YEARS:

- Morton will repaint exterior FLUOROFLEX® metal roof or siding panels manufactured by Morton on which, under conditions of normal weathering, the paint has separated from the panels due to flaking or peeling.
- Morton will repaint exterior FLUOROFLEX® metal roof or siding panels manufactured by Morton which, under conditions of normal weathering, exhibit chalking greater than a rating of 8 (ASTM D4214 Method A) or color change greater than 5 units (ASTM D2244).

FOR 20 YEARS:

- Morton will repaint exterior FLUOROFLEX® metal roof and siding panels manufactured by Morton which, under conditions of normal weathering, exhibit corrosion resulting in red rust greater than 1/2 inch from the panel's sheared edges which is clearly visible in casual observation.

FOR 5 YEARS:

- Morton will repair roof leaks in metal roof panels manufactured and installed by Morton except those occurring where the building is connected to an adjoining structure.
- Morton will repair or replace the exterior building structural framework, exterior metal roof and siding panels and trims, windows, walkdoors (excluding storm doors), cupolas and sliding doors if directly damaged by wind loads.

If the purchaser discovers a claim within the applicable warranty period, he must promptly notify Morton. The claim procedure is described in the Owner's Manual. In no event shall such notification be received by Morton later than two weeks after the expiration of the applicable warranty period. Within a reasonable time after written notification of a warranty claim has been received, Morton will repair any failure of the building in compliance with this Limited Warranty. Such repairs, including parts, labor and reasonable transportation costs, are at Morton's expense. If Morton is unable to repair the building to conform to the warranty after a reasonable number of attempts, Morton will provide, at its option, one of the following: (a) a replacement part or parts or (b) a full refund of the price of the component part (s) adversely affected up to the amount of the original purchase price of the part.

These remedies are the purchaser's sole and exclusive remedies for a breach of warranty.

2. WHAT IS NOT COVERED BY THIS WARRANTY

Morton does not warrant:

- (a) damage caused by use of the building for purposes other than those for which it was designed, such as use of the clear span trusses for overhead storage, for support of ceilings, lifting devices or other equipment unless included in building design;

- (b) defects caused by Purchaser's failure to provide a suitable site for the building if required by the contract;
- (c) painted metal panels and trims on buildings within 2 miles of a salt water atmosphere or body of salt water;
- (d) damage to metal panels or trims due to contact with chemicals, soil, gravel, landscape materials or plants including grass or weeds, herbicides, pesticides, concrete or asphalt;
- (e) damage caused by disasters such as fire, flood, lightning or wind (except as above);
- (f) damage due to deterioration caused by interior chemical vapors, dust, excessive humidity, condensation, algae, mold, mildew, animal waste or saliva;
- (g) damage due to flying or falling objects including hail or storm debris;
- (h) damage to interior walls, interior and backside of exterior metal panels, ceilings, partitions, overhead doors, equipment, vehicles or contents;
- (i) connections which place additional loadings on other than Morton buildings;
- (j) component parts delivered to construction site which suffer damage from storage and exposure to weather due to delays caused by someone other than Morton;
- (k) any product, components or parts not manufactured or installed in the building by Morton;
- (l) cracking or spalling of concrete flat work that is not considered defective under ACI standards;
- (m) damage to site due to repair;
- (n) damage to additions (not made by Morton) due to repair;
- (o) damage caused by anyone other than Morton's employees or agents;
- (p) damage caused by other abuse or misuse;
- (q) normal wear and tear; or
- (r) cracks and surface imperfections that do not impair function or service life of precast concrete columns are not considered a failure.
- (s) any products not purchased through Morton

This warranty is void if structural members of the building are altered without the written approval of Morton. For a discussion of some of the causes of damage excluded from this warranty, the purchaser should consult the Owner's Manual.

3. NO OTHER WARRANTY AND DISCLAIMER OF WARRANTY

Unless modified in writing and signed and dated by both parties, this Limited Warranty is understood to be the complete and exclusive warranty from Morton to the purchaser in connection with the sale of the building. It supersedes all prior warranties, oral and written, and other communication between the parties relating to the building warranty. No employee or agent of Morton or any other party is authorized to make any warranty in addition to those made in this Limited Warranty other than an Officer of Morton.

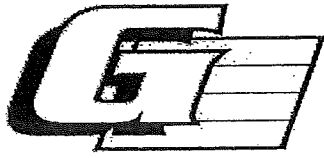
THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATIONS OF REMEDIES

In no case shall Morton be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the building or any associated equipment, cost of capital, cost of any substitute facilities or services, downtime, the claims of third parties including customers, and injury to property. The limitation of consequential damages does not apply for injury to the person in those jurisdictions where such limitation is precluded. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such state, the limits in this paragraph and in paragraph 3 above may not apply.

5. ALLOCATION OF RISK

This Limited Warranty allocates the risk of product failure between Morton and the purchaser. This allocation is recognized by both parties and is reflected in the price of the building. The purchaser acknowledges that he has read this Limited Warranty, understands it, and is bound by its terms.



GENSON
OVERHEAD DOOR INC.

11710 STATE RTE. 90 - LOCKE, NY 13092

LOCKE (315) 497-0912 / ITHACA (607) 272-2494 / CORTLAND (607) 753-3380 / FAX (315) 497-3455

www.gensondoor.com

PROPOSAL TO:

Date: 01/16/18

Name: MORTON BUILDINGS
Street: RTE. 11 NORTH
City: HOMER
State: NY Zip: 13077

Job Name: TWN OF
Job Location: CORTLANDVILLE
Contact: DAN CAUGHEY

Phone #1: Fax:
Phone #2: E-Mail:

We hereby submit specifications and estimates for the following:

(7) 16'2"W X 14'H RAYNOR MODEL TM200 2" THICK COMMERCIAL STEEL INSULATED GARAGE DOORS, WHITE (COLOR), (1) ROW OF (4) 12"X24"X1" INSULATED VISION WINDOWS IN SECTION #3, FULL REVERSE ANGLE MOUNTED 2" HIGH LIFT CLEARANCE TRACK ON WOOD JAMBS PREPARED BY OTHERS, 25K HIGH CYCLE TORSION SPRINGS, EXTENDED SOLID SHAFTS, W/FULL PERIMETER WEATHER SEALS, DOOR R-VALUE = 18.3

(7) LIFTMASTER MODEL H75 11 L5 COMMERCIAL / INDUSTRIAL DUTY JACKSHAFT TYPE ELECTRIC OPERATORS, W/(1) THREE BUTTON CONTROL STATION (OPEN/CLOSE/STOP), 3/4 HP 120V SINGLE PHASE MOTOR, NEMA 4 PHOTO REVERSING SYSTEM CPS-UN4, AUXILLIARY CHAIN HOIST W/FLOOR DISCONNECT

TOTAL: \$ 42,700.00

- NOTES: 1. ALL DOOR OPENING PREPARATION TO BE FURNISHED BY OTHERS!
2. ALL ELECTRICAL (INCLUDING CONTROL WIRING) TO BE FURNISHED BY OTHERS!
3. QUOTE INCLUDES PREVAILING WAGE LABOR RATE

We propose to furnish material and labor – complete in accordance with the above specifications for the sum of:

FORTY TWO THOUSAND SEVEN HUNDRED 00/100 ----- \$ 42,700.00 DOLLARS

Payment as follows: NET 10 DAYS

Authorized Signature: Keri R. Berman

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Upstream Construction

4216 McCloy Road
Cortland, NY 13045



Name / Address
Morton Buildings Inc

Date	Estimate #
1/21/2018	18005

Phone #	E-mail
607-343-9870	Dave@upstreamconstruction.com

Item	Description	Qty	Rate	Total
Site work	prepare site for new construction of 60 x 140 pole structure, price includes saw cut and remove asphalt install and compact gravel provided by others grade for concrete excavate for 75lf frost wall at stairwell all backfill and compaction- including perimeter insulation grade and install floor drains and water oil separator repave site-by others install 2'x2' perimeter insulation(we will provide 2" foam insulation) all materials provided by others- quote is only equipment and labor		24,400.00	24,400.00
Site work	concrete pour 75 ft of 8'foundation and stairwell pour 8400 sq/ft of 8" thick 4000 psi concrete with wire mesh,vapor barrier, saw cut and seal 2' aprons x 6" thick in front of all doors price includes all labor and materials		57,575.00	57,575.00
Site work	install 4" sch 80 galv. bollards(no covers) and fill with concrete- posts will be 36" in ground in concrete price each	14	135.00	1,890.00

Time of payment: Upstream Construction shall be paid immediately after being presented with an invoice for services as recorded applicable to this invoice. In the event the owner does not pay payments according to the terms herein interest shall accrue on the unpaid balance at the rate of 2% per month. Further, in the event Upstream Construction has to consult or hire an attorney for collection on this contract, owner shall be responsible for all reasonable attorney fees, court disbursement and costs incurred in connection therewith. Binding effect: This contract shall be binding on and inure to the parties, their heirs, successors and assigns. Signed contracts are not subject to acceptance. Upstream Construction may enter premises to render services as requested herein and in connection therewith it shall not be liable for any damages to the premises resulting therefrom. Please sign and return this quote good for 30 days from estimate date. We do not guarantee accuracy of any quotes.

Total	\$83,865.00
--------------	--------------------

Signature _____



BlueScope Construction, Inc.
1540 Genessee Street
Kansas City, MO 64102
P. O. Box 419917
Kansas City, MO 64141
Telephone (816) 245-8800
Facsimile (816) 245-6899
www.bluescopeconstruction.com

January 15, 2018

Town of Cortlandville
Highway Department
3577 Terrace Road
Cortlandville, NY 13045

RE: Cortlandville Highway Department Garage

Dear Glenn Bassett,

BlueScope Construction (BSC) is pleased to present our proposal for the above referenced project. Of the 1,000 projects we built directly for government owners none have had any litigation, liquidated damages or terminations. We hope this type of service history will be part of your evaluation as you review our best value proposal for this project.

Under this National Joint Powers Alliance (NJPA) Contract solution, you will be able to take advantage of factory direct purchasing of the Lester Building System, saving you time while eliminating quality concerns. BSC holds the NJPA contract and we have teamed with JLS Construction of Central New York Inc., our local Lester Buildings teammate. As our prime subcontractor, JLS Construction of Central New York Inc. will leverage their local relationships for the various designer disciplines, trades, and vendors to incorporate into our team to deliver your project on time, within budget and at the level of quality you expect. We have enjoyed this successful best value solution for several decades with a variety of customers through teaming with our qualified local builders, such as JLS Construction of Central New York Inc.

Please refer to the attached documents for this project:

- Attachment A – Scope of Work
- Attachment B – Schedule of Values
- Attachment C – Lester Buildings Drawings, dated 15 January 2018
- Attachment D – Floor Slab Layout, dated 15 January 2018

The Scope of Work defines our intent within this proposal to provide this project for the price stated within the attached Schedule of Values pursuant to our NJPA Contract. The Contractor shall not be providing professional services that constitute the practice of architecture or engineering. The owner shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional.

Please contact Howard Johnson should you require any additional information.

Thank you again for your consideration of our group, our team and our NJPA Contract for your facility needs.

Respectfully,

Howard Johnson III
Senior Project Manager
Phone: 816.245.6863
Fax: 816.245.6899
howard.johnson@bluescopeconstruction.com

Brian Aldrich
Director, Government Services
Phone: 816.245.6886
Fax: 816.245.6899
bnaldrich@bluescopeconstruction.com

ATTACHMENT A

SCOPE OF WORK

LESTER BUILDING MATERIALS

Building Description

Lester Structural System: Uni-Frame Embedded
Width: 60'-0" Length: 140'-0" Clear Height: 17'-0"

Building Code: IBC-2015

End Use: Business - Other Business

Risk Class: General Use

Ground Snow Load (psf): 50

UniForm Roof Snow Load (psf): 38.5

Roof Dead Load (psf): 4

Truss Bottom Chord Load (psf): 5

Design Bottom Chord Braces for Ceiling Load: Yes

This Warranty allows for a properly designed Snow Retention Trim to be installed on this building.

Design Wind Speed (mph): 115 Ultimate

Warranted Wind Speed (mph): 90.9

Exposure Category: C

Basic Construction Specifications

Lester Uni-Frame Embedded System: See Drawings.

Roof and Roof Accessories

Material: ECP 26ga AZ50 PVDF	Insulation: None
Sheathing: None	Fasteners: Screws - Concealed At Edges
Top Chord Slope: 4 / 12	Overhangs: S1: 4'-0"; S2: 2'-0"; E1: 1'-0"; E2: 1'-0"
Bottom Chord Slope: 1.5 / 12	Annex or Dormers: None
Additional: Snow retention on R1 only	

Exterior Walls

EW1	EW2	SW1	SW2
Panel Material: Uni-Rib 28ga - AZ50 SMP	Panel Material: Uni-Rib 28ga - AZ50 SMP	Panel Material: Uni-Rib 28ga - AZ50 SMP	Panel Material: Uni-Rib 28ga - AZ50 SMP
Fasteners: Colored Screws	Fasteners: Colored Screws	Fasteners: Colored Screws	Fasteners: Colored Screws
Sheathing: None	Sheathing: None	Sheathing: None	Sheathing: None
Insulation: None	Insulation: None	Insulation: None	Insulation: None
Wainscot Material: Uni-Rib 28ga - AZ50 SMP	Wainscot Material: Uni-Rib 28ga - AZ50 SMP	Wainscot Material: Uni-Rib 28ga - AZ50 SMP	Wainscot Material: Uni-Rib 28ga - AZ50 SMP
Wainscot Insulation: None	Wainscot Insulation: None	Wainscot Insulation: None	Wainscot Insulation: None

Copyright: BlueScope Construction, Inc 2018

Any information, data and drawings included in this Proposal are supplied to you with the understanding that they will be held confidentially, used only for the purpose of evaluating this Proposal, and will not be disclosed to third parties without the prior written consent of BlueScope Construction, Inc.

Exterior Walls			
EW1	EW2	SW1	SW2
Gable Material: None	Gable Material: None	Eave Material: None	Eave Material: None
Additional: (3) 5x4 mansards over walk doors			

Interior Walls/Partition Wall/Ceiling			
EW1	EW2	SW1	Additional
Material: Uni-Rib Liner 30ga-G40 Poly	Material: Uni-Rib Liner 30ga-G40 Poly	Material: Uni-Rib Liner 30ga-G40 Poly	3' acoustical liner perimeter 4' treated plywood perimeter
Insulation: 6" FG Insul Unfaced (R-19)	Insulation: 6" FG Insul Unfaced (R-19)	Insulation: 6" FG Insul Unfaced (R-19)	
SW2	Ceiling	Partition Wall	
Material: Uni-Rib Liner 30ga-G40 Poly	Material: Uni-Rib Liner 30ga-G40 Poly	Material: None	
Insulation: 6" FG Insul Unfaced (R-19)	Insulation: None		
Additional: Exterior and interior finishes, require "surface mounted" electrical and plumbing fixtures and connections. Any holes cut into the final finish material will require a labor and material surcharge. Consult your salesperson for an estimate.			

Openings Schedule		
Refer to floor plan and or elevation drawings, AJ Door and Windows Product Bulletin, and Openings Schedule Report for additional information.		
ID	Quantity	Type / Model / Size
A	3	Walk Door - Commercial / Wlk Door 7100 22x36 Lite / 3'0"x6'8"
B	7	Overhead Door Opening - Commercial / 16' Wide x 14' High / OPENINGS ONLY NO OH DOORS included.
C	6	Window - Commercial / Window Vinyl Slider Thermal Pane / 4'0" Wide x 3'0" High
Additional:		

Accessory Schedule		
Refer to Accessory Product Bulletins for additional information.		
ID	Quantity	Type / Model / Size
A	1	Ridgecap - Metal / Ridgecap - Metal / Ridgecap - Continuous Vent
Additional:		

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Additional Accessories		
Gutters:	S1:	None
	S2:	None
Downspouts:	S1:	0
	S2:	0
Snow Retention Trim:	S1:	Yes
	S2:	No
Additional:		

Concrete Specifications						
Footings FBO						
Additional:						
Description						
Column ID	Location	Material	Volume	Diameter x Thickness (In)	Embedment Depth	Quantity
E1:C2	End Wall	Poured	0.0436 CYD	18 x 8	4'-3"	2
E1:C3	End Wall	Poured	0.0436 CYD	18 x 8	4'-9"	2
E1:C4	End Wall	Poured	0.0436 CYD	18 x 8	4'-9"	2
E1:C6	End Wall	Poured	0.0436 CYD	18 x 8	4'-9"	2
E1:C7	End Wall	Poured	0.0436 CYD	18 x 8	4'-6"	2
E2:C4	End Wall	Poured	0.0436 CYD	18 x 8	4'-6"	2
E2:C5	End Wall	Poured	0.0436 CYD	18 x 8	4'-0"	1
S1:C1 (Typ)	Corner	Poured	0.0436 CYD	18 x 8	4'-0"	4
S1:C10	Side Wall	Poured	0.1833 CYD	33 x 10	4'-9"	1
S1:C13	Side Wall	Poured	0.0776 CYD	24 x 8	5'-0"	1
S1:C14 (Typ)	Side Wall	Poured	0.1188 CYD	28 x 9	4'-9"	20
S1:C15	Side Wall	Poured	0.0776 CYD	24 x 8	5'-0"	1
S1:C18	Side Wall	Poured	0.1364 CYD	30 x 9	5'-0"	1
S1:C19	Side Wall	Poured	0.1364 CYD	30 x 9	5'-0"	1
S1:C2	Side Wall	Poured	0.1104 CYD	27 x 9	4'-9"	1
S1:C22	Side Wall	Poured	0.0776 CYD	24 x 8	5'-0"	1
S1:C24	Side Wall	Poured	0.0776 CYD	24 x 8	5'-0"	1
S1:C27	Side Wall	Poured	0.1833 CYD	33 x 10	4'-9"	1
S1:C28	Side Wall	Poured	0.1104 CYD	27 x 9	5'-0"	1
S1:C31	Side Wall	Poured	0.1364 CYD	30 x 9	4'-9"	1
S1:C5	Side Wall	Poured	0.1364 CYD	30 x 9	4'-9"	1
S1:C6	Side Wall	Poured	0.1364 CYD	30 x 9	4'-9"	1
S1:C9	Side Wall	Poured	0.1104 CYD	27 x 9	5'-0"	1
Concrete Total	--	Poured	4.807 CYD	--	--	51

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Building Color Schedule			
Roof Colors			
Roof: Pewter Gray	Non-Cfg Shingles: N/A	Cupola Roof: N/A	
Eave Trim: Pewter Gray	Rake: Pewter Gray	Cupola Body: N/A	
Gutter: N/A	Ridge Cap: White Sand	Cupola Base: N/A	
	Ridge Vent: N/A		
Wall Colors			
Exterior Walls: Clay	Wainscot: Quaker Gray	Ceiling Liner: White Ac. Liner	Porch Roof: N/A
Gable: N/A	Eave Finish: N/A	Wall Liner: Liner White	Porch Column Covers: N/A
Gable Louver: N/A	Accent: N/A		Porch Vblock: N/A
Insulated Wall Batten: N/A	DownSpout: N/A		Porch Ceiling or Soffit: N/A
	Soffit: Clay		
Opening & Trim Colors			
Base Trim: Quaker Gray	Overhead Door Panel: N/A	Signature Sldg. Door Field: N/A	Dutch Dr. Insert: N/A
Corner: Clay	Overhead Door Jamb: Bone White	Signature Sldg. Trim: N/A	Dutch Dr. Frame: N/A
Sldg. Door Panel: N/A	Walk Door: AJ White	Signature Sldg. Jamb: N/A	Horse Stall: N/A
Sldg. Door Verticals: N/A	Walk Door Trim: Bone White	Signature Sldg. Window: N/A	Mansard Roof: N/A
Sldg. Door Jamb: N/A	Window: Hayfield White	Signature Sldg. Track Cover: N/A	Mansard Fascia: N/A
Sldg. Door Track: N/A	Window Trim: Hayfield White		Mansard Soffit: N/A
Sldg. Door Bottom Glrt: N/A	Shutters: N/A	Large Door Panel: N/A	Clear Openings Trim: N/A
		Large Door Trim: N/A	Curtain Opening Trim: N/A

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ANCILLARY SERVICES

Structural Design and Engineering

INSTALLATION AND SITE PREPARATION

Division 1 - GENERAL REQUIREMENTS

General Conditions

- Project management
- Site supervision
- Site maintenance during construction
- Site Safety Program
- Temporary utilities: water, electricity and sanitary facilities as required
- Final clean up – all work to be "broom clean" unless noted otherwise
- All applicable taxes
- Insurance – General Liability Builder's Risk, Worker's Compensation and Automobile
- Performance and Payment Bonds

Division 2 - SITE CONSTRUCTION

Demolition

Not Included

Site Work

- Excavation for 75 LF Frost Wall for Stairwell Section of building
- Backfill and Compaction of Frost Wall Foundation
- Excavation and backfill of Post Frame Columns
- Fine Grading and Compaction for Concrete Preparation
- NOTE: Floor drains, catch basins, piping, rock and associated materials shall be provided by Town of Cortlandville. Our scope only includes labor and equipment to install floor slab drainage system***

Site Concrete & Paving

Not Included

Division 3 - CONCRETE

Footings & Foundations

- Materials and Labor to Pour Footer for Building
- Materials and Labor to Form and Pour 75 LF of 8' Foundation and Stairwell Wall.
- Materials and Labor for 6" 4000 psi Floor, Aprons w/ Fiber, Vapor Barrier, Perimeter Insulation

Division 4 - MASONRY

Not Included

Division 5 - METALS

- Metal stairs and handrails
- Materials and Labor to Install (14) 6" Pipe Bollards w/ Sleeves

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Division 6 - WOOD & PLASTICS

Finish Carpentry

Labor and equipment to construct a 60' x 140' x 17' Lester Post Frame Building Package
All material for building package supplied

Division 7 - THERMAL & MOISTURE PROTECTION

Installation of Lester Building Materials, Summarized Above
R-38 Blown-In Ceiling Insulation

Division 8 - DOORS & WINDOWS

Overhead Doors

Labor and Material for (7) Raynor 16'-2" x 14' - 0"
Model TM200 2" Thick Commercial Steel, Insulated Doors

Division 9 – INTERIOR FINISHES

Not Included

Division 10 - SPECIALTIES

Not Included

Division 11 - EQUIPMENT

Not Included

Division 12 – FURNISHINGS

Not Included

Division 13 – INSTALLATION OF LESTER BUILDING & SPECIAL CONSTRUCTION

Not Included

Division 14 – CONVEYING SYSTEMS

Not Included

Division 15 – MECHANICAL

Not Included

Division 16 – ELECTRICAL

Not Included

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ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

Assumptions

Geotechnical Report not provided, assume allowable soil bearing of 2,000 PSF

New York State Prevailing Wages as of 5/1/2018

This scope assumes building site is prepared and level, with no underground obstructions, has easy and obtainable Tractor/Trailer access and has no other features that can inhibit efficient construction performance. Any delays or additional costs resulting from owner(s) or owner(s) agents negligence or failure to comply with any part of this contract, or have not completed site preparation prior to start of construction will be charged extra.

Completion shall be four (4) months following permit approvals

Warranty; one (1) Year

Progress Payment Invoicing, according to Schedule of Values, submitted with no more than one invoice per month

Clarifications

This offer is based on a construction solution and this proposal supersedes all other plans and specifications related to this project.

BlueScope Construction shall not be providing professional services that constitute the practice of architecture or engineering. The owner shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional.

If there is a discrepancy between plans or specifications provided for this project and this proposal, the descriptions included in this Scope of Work shall take precedence.

If there are any questions regarding clarity of our proposal, please contact us prior to issuance of a Purchase Order.

Floor drains, catch basins, piping, rock and associated materials shall be provided by Town of Cortlandville. Our scope only includes labor and equipment to install floor slab drainage system
Inspection fees

Exclusions

Architectural Services

Geotechnical Inspection and recommendation; provide by Town of Cortlandville

Identification of and protection of existing utilities

Special Site Conditions, which could not be anticipated at time of bid

Building permits and associated inspection

Interior Finish Systems, including: Partitions, Plumbing, Mechanical, HVAC and Electrical

Floor drains, catch basins, piping, rock and associated materials shall be provided by Town of Cortlandville. Our scope only includes labor and equipment to install floor slab drainage system
Inspection fees

No holds are applied to this project. It will be fully processed, produced, and delivered as scheduled.

Concrete testing, winter condition such as heat or additives in for concrete

Finish Painting

Glass, Electric Operators, Wall Control Buttons, Chain Hoist, Weather Seals

(All electrical connections to wall switches and operators is by Town of Cortlandville)

All Materials and Labor not specified above

Company Information for Order Entry Includes:

BlueScope Construction, Inc.

NJPA Contract Number: 021215-BSC

Tax ID Number: 43-0949971

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ATTACHMENT B SCHEDULE OF VALUES

Schedule of Values per Division.

DIVISION	DESCRIPTION	AMOUNT
	Lester Building Materials	\$152,773
	Ancillary Services	\$1,107
Division 1	General Requirements	
	General Conditions	\$32,542
	Performance & Payment Bond	\$3,005
Division 2	Site Construction	\$20,108
Division 3	Concrete	\$115,612
Division 4	Masonry	\$0
Division 5	Metals	\$28,966
Division 6	Wood & Plastics	\$155,060
Division 7	Thermal & Moisture Protection	\$8,978
Division 8	Doors and Windows	\$58,874
Division 9	Finishes	\$0
Division 10	Specialties	\$0
Division 11	Equipment	\$0
Division 12	Furnishings	\$0
Division 13	Butler Bldg Installation & Special Const	\$0
Division 14	Conveying Systems	\$0
Division 15	Mechanical	\$0
Division 16	Electrical	\$0
TOTAL =		\$577,025

This quote is valid for 30 days at which time a new quote must be obtained.

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VILLAGE OF HOMER

RECEIVED APR 17 2018

1-14

DARREN "HAL" MCCABE
MAYOR

000
31 NORTH MAIN ST.
HOMER, NY 13077
PHONE 607-749-3322

FAX 607-749-2042

INCORPORATED 1835

COUNTY OF CORTLAND
STATE OF NEW YORK

www.HomerNY.org

NEWTON WATER WORKS

OFFICE 607-749-2511
000

GLENWOOD CEMETERY
PHONE 607-749-3322

000

April 9, 2018

Richard C. Tupper, Supervisor
Town of Cortlandville
The Raymond G. Thorpe Municipal Building
3577 Terrace Road
Cortland, NY 13045

Re: Notice of Intent to Establish Lead Agency
Village of Homer Sewer System Improvements Project

Dear Supervisor Tupper,

Pursuant to the State Environmental Quality Review Act ("SEQRA") and 6 NYCRR 617.6(b)(3)(i), please be advised that the Village of Homer intends to establish itself as Lead Agency for the purposes of fulfilling the SEQRA requirements relative to the proposed Village of Homer Sewer System Improvements Project. The Project is located in the Village of Homer, Cortland County, New York.

The Village of Homer currently owns and operates a sanitary sewer collection system that provides service to the entire Village. Sanitary sewer flows from the Village are conveyed to the City of Cortland's wastewater treatment plant, where treated effluent is discharged to the West Branch Tioughnioga River. The Village's sewage collection system was originally constructed in the 1970s and consists primarily of asbestos-cement gravity sewers, approximately 433 manholes, and 9 pumping stations with associated force mains. The existing collection system is susceptible to inflow and infiltration, which causes extraneous flows during wet weather events and ultimately increased service costs to Village residents. The Village conducted an Inflow and Infiltration Evaluation in 2015 and is moving forward with a collection system improvements project. The proposed sewer rehabilitation project includes: manhole rehabilitation (including cement coating, new frames, covers, and inflow dishes, and cleaning), sealing of existing pre-cast wet wells at the Clinton Street and N. Main Street pump stations, sewer main rehabilitation (including cured-in-place pipe lining and open-cut replacements), and two new flow meters.

Enclosed for your review, as required pursuant to 6 NYCRR 617.6(b)(3)(i), is Part 1 of a completed Full Environmental Assessment Form (FEAF) which describes the proposed action and a site location map detailing the project location. The FEAF is complete with all information available at this time. Your agency has been determined to meet the definition of an Interested or Involved Agency, as these terms are defined in 6 NYCRR Part 617.2.

In accordance with 6 NYCRR 617.6(b)(3), a coordinated review process is being initiated through this mailing. Involved Agencies must agree upon Lead Agency designation by May 9, 2018. If you are in agreement with the proposed SEQRA Lead Agency Designation, then no response is required. In the event that you disagree with the proposed designation of the Village of

Homer Village Board as Lead Agency for this proposed project, or would otherwise like to provide comment, you must send written notice of said disagreement and/or comments to the Village of Homer at the following address by May 9, 2018: Village of Homer, 31 North Main Street, Homer, New York 13077.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hal McCabe', written in a cursive style.

Hal McCabe
Mayor, Village of Homer

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Village of Homer Sewer System Improvements		
Project Location (describe, and attach a general location map): Village of Homer, Cortland County, NY (see Figure 1)		
Brief Description of Proposed Action (include purpose or need): The Village of Homer currently owns and operates a sanitary sewer collection system that provides service to the entire Village. Sanitary sewer flows from the Village are conveyed to the City of Cortland's wastewater treatment plant (WWTP), where treated effluent is discharged to the West Branch Tioughnioga River. The Village's sewage collection system was originally constructed in the 1970s and consists primarily of asbestos-cement gravity sewers, approximately 433 manholes, and 9 pumping stations with associated force mains. The existing collection system is susceptible to inflow and infiltration flows, which cause extraneous flows during wet weather events and increased service costs to Village residents. The Village conducted an Inflow and Infiltration Evaluation in 2015 and is moving forward with a collection system improvements project to reduce clean water flows in the sanitary collection system. The proposed sewer rehabilitation project includes: manhole rehabilitation (cement coating, frame and cover replacement, new inflow dish, and deep cleaning); sealing of existing pre-cast wet wells at the Clinton Street and N. Main Street pump stations; sewer main rehabilitation (open-cut replacement of two pipe sections (Center St and between Water St and Wall St); cured-in-place pipe (CIPP) lining of four sections of main along Center St, Park Ave, and Stanford Dr; tree root treatments along Copeland Ave and Cayuga St, deep cleaning prior to lining at Stanford Dr and Park Ave, and a new watertight cap at Copeland Ave; and two new flow meters, one at the southern Village boundary to quantify flows from the Village and one at the N. Homer Ave/Main Village Pump Station to quantify flows sent to the City of Cortland from the Village.		
Name of Applicant/Sponsor: Village of Homer, C/O Hal McCabe, Mayor	Telephone: (607) 749-3322	E-Mail: mayor@homerny.org
Address: 31 North Main Street		
City/PO: Homer	State: NY	Zip Code: 13077
Project Contact (if not same as sponsor; give name and title/role): Grete Bader, Environmental Scientist, Barton & Loguidice, D.P.C.	Telephone: (315) 457-5200	E-Mail: gbader@bartonandloguidice.com
Address: 443 Electronics Parkway		
City/PO: Liverpool	State: NY	Zip Code: 13088
Property Owner (if not same as sponsor): NYSDOT (state road right-of-ways), C/O David Smith, NYSDOT Region 3 Director	Telephone: (315) 428-4351	E-Mail:
Address: State Office Building, 333 E. Washington St		
City/PO: Syracuse	State: NY	Zip Code: 13202

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Village of Homer	Spring 2018
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Cortland County Highway Dept.	Summer-Fall 2018
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC, NYSDOT, NYSEFC, NYSHPO	Summer-Fall 2018
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USDA-RD	Summer 2018
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
Cortland County Agriculture & Farmland Protection Plan	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
Residential, Neighborhood Business, General Business, Research and Development, Central Business, Industrial, and Planned Development Districts

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Homer Central School District

b. What police or other public protection forces serve the project site?
Homer Police Dept, NYS Police Troop C

c. Which fire protection and emergency medical services serve the project site?
Homer Fire Dept, TLC Emergency Medical Services, Cortland Regional Medical Center

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? The proposed action involves rehabilitation of the Village's existing sanitary sewer collection system.

b. a. Total acreage of the site of the proposed action? _____ ~88 acres Approx. area of all road right-of-ways
 b. Total acreage to be physically disturbed? _____ ~0.02 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ ~53 acres Village-owned road right of ways

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 9 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

How the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

Will proposed action cause or result in disturbance to bottom sediments? Yes No
 Yes, describe: _____

Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

Describe any proposed reclamation/mitigation following disturbance: _____

Will the proposed action use, or create a new demand for water? Yes No
 Total anticipated water usage/demand per day: _____ gallons/day
 Will the proposed action obtain water from an existing public water supply? Yes No
 Name of district or service area: _____

Does the existing public water supply have capacity to serve the proposal? Yes No
 Is the project site in the existing district? Yes No
 Is expansion of the district needed? Yes No
 Do existing lines serve the project site? Yes No
 Will line extension within an existing district be necessary to supply the project? Yes No

Describe extensions or capacity expansions proposed to serve this project: _____

Source(s) of supply for the district: _____

Will a new water supply district or service area proposed to be formed to serve the project site? Yes No
 Applicant/sponsor for new district: _____
 Date application submitted or anticipated: _____
 Proposed source(s) of supply for new district: _____

Will a public water supply will not be used, describe plans to provide water supply for the project: _____

Water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

Will the proposed action generate liquid wastes? *No new liquid waste generation beyond existing sanitary waste flows is anticipated to result from the project. Yes No
 Total anticipated liquid waste generation per day: _____ gallons/day
 Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Will the proposed action use any existing public wastewater treatment facilities? Yes No
 Name of wastewater treatment plant to be used: _____
 Name of district: _____

Does the existing wastewater treatment plant have capacity to serve the project? Yes No
 Is the project site in the existing district? Yes No
 Is expansion of the district needed? Yes No

Yes No
 Yes No

• Do existing sewer lines serve the project site?
 • Will line extension within an existing district be necessary to serve the project?
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
 Heavy equipment during construction _____
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, composting facilities)? Yes No

Estimated methane generation in tons/year (metric): _____

Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

Yes:

When is the peak traffic expected (Check all that apply): Morning Evening Weekend

Randomly between hours of _____ to _____.

For commercial activities only, projected number of semi-trailer truck trips/day: _____

Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

Does the proposed action include any shared use parking? Yes No

If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

Yes:

Estimate annual electricity demand during operation of the proposed action: _____

Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 7AM-5PM _____
- Saturday: _____ N/A _____
- Sunday: _____ N/A _____
- Holidays: _____ N/A _____

ii. During Operations:

- Monday - Friday: _____ Continuous use _____
- Saturday: _____ Continuous use _____
- Sunday: _____ Continuous use _____
- Holidays: _____ Continuous use _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 Ambient noise levels will likely be exceeded during construction. However, this impact will be temporary and work will be limited to weekdays from approximately 7AM-5PM.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____
 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe:

The project area primarily consists of residential and commercial properties within the Village. The Village is surrounded by rural and agricultural land, and the West Branch Tioughnioga River borders the Village to the east.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	70	70	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Mowed, maintained lawn	18	18	0

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
 Homer Elementary School, Homer Junior High School, Homer High School

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
 Site 712005 adjoins the project area. This site was a Manufactured Gas Plant that was active from 1858 to 1921. Contaminants of concern include coal tar, polyaromatic hydrocarbons (PAHs), wood scrubber chips, ethylbenzene, xylene, toluene, and benzene.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): 1701428, 1706613, 1706615, 1512265, 1602818, 1602984, 1511373, 1312175, 1402097, 1304849, 1304878, 1307279
 Yes – Environmental Site Remediation database Provide DEC ID number(s): 712005 (adjoins project area)
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): 712005

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
 A number of spills were reported within the Village over the 5 years. All spill incidents except one are closed out. The open spill incident occurred on 5/7/17 and involved the release of pesticides from abandoned drums at the corner of Route 281 and Route 41. Site 712005 adjoins the project area and was a former manufactured gas plant which involved the use and disposal of a number of contaminants (see E.1.g.i.). Remediation is not complete at the site, and it presents a significant environmental threat due to the ongoing releases of contaminants from source areas into groundwater. However, public water is available in the area and nearby private water supplies have been tested with no evidence of contamination.

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6.5 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Palmyra gravelly silt loam, 0-3% slopes	_____	59 %
Palmyra gravelly silt loam, 3-8% slopes	_____	17 %
Phelps gravelly silt loam, 0-3% slopes	_____	10 %

d. What is the average depth to the water table on the project site? Average: _____ ~2.3 feet

e. Drainage status of project site soils:

- Well Drained: _____ 83 % of site
- Moderately Well Drained: _____ 14 % of site
- Poorly Drained _____ 3 % of site

f. Approximate proportion of proposed action site with slopes:

- 0-10%: _____ 94 % of site
- 10-15%: _____ 3 % of site
- 15% or greater: _____ 3 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name West Branch Tioughnioga River & Trib. Classification C/C(T) C/C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name 2 NWI-mapped wetlands near roadways Approximate Size ~13 ac total
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No

If Yes:
 i. Name of aquifer: Cortland-Homer-Preble SSA



m. Identify the predominant wildlife species that occupy or use the project site:		
<u>Gray squirrel</u>	<u>White-tailed deer</u>	<u>Raccoon</u>
<u>Eastern cottontail</u>	<u>Various fish & aquatic species</u>	<u>Various bird species</u>
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:		
i. Describe the habitat/community (composition, function, and basis for designation): _____ _____		
ii. Source(s) of description or evaluation: _____		
iii. Extent of community/habitat:		
<ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
The project is within the range of the northern long-eared bat (<i>Myotis septentrionalis</i>), which is federally and NYS threatened.		
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
The NY Nature Explorer database indicated that the blackchin shiner (<i>Notropis heterodon</i>), bridle shiner (<i>Notropis bifrenatus</i>), and yellow lampmussel (<i>Lampsilis cariosa</i>) may occur near the Village. All of these species are rare in NYS.		
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____		
E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: <u>Cortland County Agricultural District No. 1</u>		
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:		
i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature		
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____		
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes:		
i. CEA name: <u>Homer Public Water Supply Source</u>		
ii. Basis for designation: <u>Public water supply</u>		
iii. Designating agency and date: <u>Town of Homer, 8/2/2009</u>		

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: Old Homer Village Historic District

iii. Brief description of attributes on which listing is based:
Multiple historic buildings

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: Tunison Laboratory of Aquatic Science, Yaman Park, Beaudry Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): USGS Great Lakes Science Center field station, municipal parks

iii. Distance between project and resource: _____ ~2 to 5 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Honorable Hal McCabe Date 4-10-18

Signature  Title Mayor, Village of Homer