

**CORTLANDVILLE TOWN BOARD
AGENDA
DECEMBER 18, 2019**

Pledge Allegiance to the Flag

A. CALL MEETING TO ORDER

B. APPROVE MINUTES

- B-1 Town Board Minutes of November 6, 2019 (handed out at the December 4th Town Board Meeting)
- B-2 Town Board Minutes of December 4, 2019
- B-3 Special Town Board Minutes of October 24, 2019

C. PURCHASE ORDERS

- C-1 P.O. #1395, Beck Equipment, Inc., paint John Deere 644E Loader, in the amount of \$7,740.00

D. AUTHORIZATION TO PAY BILLS

E. PRIVILEGE OF THE FLOOR

F. REPORTS

- F-1 Receive & file the Municipal Shelter Instruction Report dated November 14, 2019 from NYS Agriculture & Markets
- F-2 Receive & file the Dog Control Officer Inspection Report dated November 14, 2019 from NYS Agricultural & Markets
- F-3 Receive & file the Supervisor's Monthly Report for November 2019
- F-4 Receive & file the Fire & Safety Inspection Monthly Reports for September, October, and November 2019

G. COMMUNICATIONS

- G-1 Receive & file the correspondence dated December 9, 2019 from Charter Communication regarding programming

H. OLD BUSINESS

I. NEW BUSINESS

- I-1 Town Clerk
- I-2 Town Attorney
- I-3 Establish the schedule for the Town Board Meetings for the year 2020 all but two of the regular meetings of the Town of Cortlandville Board shall be held at the Raymond G. Thorpe Municipal Building, 3577 Terrace Road, Cortland, New York on the first and third Wednesdays of each month. January 2020 Town Board Meetings will be held on the 8th & 22nd
- I-4 Authorization to approve the 2020 Holiday Schedule for Town Employees
- I-5 Authorize the Supervisor to sign the Commercial Crime Coverage Policy for the Town
- I-6 Appoint Delegate, newly elected Supervisor, Tom Williams and Alternate, newly elected Town Board Member, Jay Cobb to attend the Annual Association of Towns Training School & meetings in NYC, February 16-19, 2020
- I-7 Set mileage rate as issued by the IRS for the year 2020 for Town use vehicles (estimate .58)
- I-8 Receive & file the correspondence dated December 6, 2019 from NYS Homes & Community Renewal regarding their audit of the CDBG Project # 287SB902-18, Royal Nissan of Cortland, Inc.
- I-9 Discussion regarding the correspondence dated December 3, 2019 and received December 5, 2019, from Kelly Besaw, Christopher Community, Inc. regarding an application to the NYS Division of Housing and Community Renewal (DHCR) for consideration under Low-income Housing Credit Program. If the Town Board has any comments regarding this proposed project, they need to be submitted by December 25th
- I-10 Authorize the Supervisor to sign the Sewer Agreement with the Village of McGraw revised on December 3, 2019
- I-11 Receive & file the renewal application for Mobil Home Park Permit – CNH Mobil Home Park, 3610 Kingsley Avenue, Tax Map #96.09-04-14.000
 - a.) Resolution to authorize the renewal of Mobile Home Park permit for the CNH Mobile Park for 2020
- I-12 Set a Special Town Board Meeting date of Monday, December 30, 2019 at 10:00 a.m. to pay the bills for 2019

- I-13 Review, discuss, revise if need, and adopt the Town's Health Insurance Policy for Town Employees, Elected Officials & Retirees
- I-14 Discuss Town Parks fee schedule for the year 2020
- I-15 Authorization for the Town Highway Superintendent to remove railroad tracks and stop/go paddles then re-pave on McLean Road by Gutches Lumber in the spring. Highway Superintendent, Glenn Bassett has been in contact with the NY Susquehanna Railroad and County Highway regarding this issue
- I-16 Authorization to re-appoint Nick Renzi to the Cortlandville Planning Board for a five year term commencing January 1, 2020 and expiring December 31, 2024
- I-17 Authorization to re-appoint John Finn, to the Cortlandville Zoning Board of Appeals for a five year term commencing January 1, 2020 and expiring December 31, 2024
 - a.) Authorization to re-appoint John Finn as Chairperson to the Cortlandville Zoning Board of Appeals for a two-year term commencing January 1, 2020 and expiring December 31, 2021
- I-18 Authorization to re-appoint Chris Newel, Chairperson to the Cortlandville Planning Board for a two-year term commencing January 1, 2020 and expiring December 31, 2021
- I-19 Authorize Town Clerk to proceed with Online Tax Collection Payments utilizing MuniPAY through Taxlookup.net and enter into an Agreement with MuniPAY subject to Town Attorney review
- I-20 Accept, with regret the resignation of Patty Romer, Deputy Town Clerk, effective December 31, 2019
- I-21 Authorize Town Clerk to execute a new "License Issuing Agent Agreement" with NYS DEC
- I-22 Appoint Richard C. Tupper, John A. Mason, and David Yaman to the Cortlandville Community Development Loan Committee

J. ADJOURN



Agriculture and Markets

December 3, 2019

Richard Tupper
Town Supervisor - Town of Cortlandville
3577 Terrace Rd
Cortland, NY 13045

Enclosed is the **Municipal Shelter Inspection Report** completed on **11/14/2019**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Caitlyn Hanlon
Animal Health Inspector
(315) 907-7634

MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **11/14/19 1:00 pm****CORTLAND CO SPCA
879 MCLEAN ROAD
CORTLAND NY 13045**Inspector: **Caitlyn Hanlon**Inspector #: **070**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|---|-----|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | Yes |
| 4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Yes |



Agriculture and Markets

December 3, 2019

Richard Tupper
Town Supervisor - Town of Cortlandville
3577 Terrace Rd
Cortland, NY 13045

Enclosed is the **Dog Control Officer Inspection Report** completed on **11/14/2019**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Caitlyn Hanlon
Animal Health Inspector
(315) 907-7634

DOG CONTROL OFFICER INSPECTION REPORT - DL-89

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **11/14/19 1:00 pm**

**CORTLAND CO SPCA
879 MCLEAN ROAD
CORTLAND NY 13045**

Inspector: **Caitlyn Hanlon**

Inspector #: **070**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|---|-----|
| 1. Equipment is available for proper capture and holding | Yes |
| 2. Dogs are held and transported safely | Yes |
| 3. Equipment maintained in clean and sanitary condition | Yes |
| 4. Veterinary care is provided when necessary | Yes |
| 5. Dogs are euthanized humanely | Yes |
| 6. Complete seizure and disposition records are maintained for all seized dogs | Yes |
| 7. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 8. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 9. Owners of identified dogs are properly notified | Yes |
| 10. Redeemed dogs are licensed before release | Yes |
| 11. Proper impoundment fees paid before dogs are released | Yes |



December 9, 2019

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

Charter Communications (“Charter”), locally known as Spectrum, was notified that TVP Polonia has lost its distribution rights in the United States. Accordingly, Charter is making its customers aware, through a channel on-screen message slate to be placed on December 13, 2019 at 11:59 EST for approximately 30 days, that on or around December 13, 2019, TVP Polonia will cease transmission of its programming on Spectrum channel 1592 PSF TV Polonia Tier on the channel lineup serving your community.

To view a current Spectrum channel lineup visit www.spectrum.com/channels. If you have any questions about this change, please feel free to contact me at 585-340-8188 or via email at lauren.kelly@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Lauren E. Kelly". The signature is written in a cursive, flowing style.

Lauren E. Kelly
Director, Government Affairs – Finger Lakes
Charter Communications



December 9, 2019

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

Charter Communications ("Charter"), locally known as Spectrum, was recently informed that on December 1, 2019, VICELAND, located on channel 133 was rebranded to VICE.

In addition, on or around January 1, 2020, TVBS Mandarin, located on channel 1425, will be rebranded to TVB News and TVB2 Cantonese, located on channel 1423 will be rebranded to TVB Drama on the channel lineup serving your community.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you have any questions about this change, please feel free to contact me at 585-340-8188 or via email at lauren.kelly@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Lauren E. Kelly".

Lauren E. Kelly
Director, Government Affairs – Finger Lakes
Charter Communications

TOWN OF CORTLANDVILLE
RAYMOND G. THORPE MUNICIPAL BUILDING
3577 TERRACE ROAD
CORTLAND, N Y 13045

HOLIDAY SCHEDULE

2020

The offices of the Raymond G. Thorpe Municipal Building will be closed for the following holidays:

New Year's Day	Wednesday	January 1, 2020
Martin Luther King Jr.'s Birthday	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Memorial Day	Monday	May 25, 2020
Holiday Observation Independence Day	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020
Columbus Day	Monday	October 12, 2020
Election Day	Tuesday	November 3, 2020
Veterans Day	Wednesday	November 11, 2020
Holiday Observation	Wednesday	November 25, 2020 (Closed at 1:00 p.m.)
Thanksgiving Day	Thursday Friday	November 26, 2020 November 27, 2020
Holiday Observation	Wednesday	December 23, 2020 (Closed at 12:00 p.m.)
Christmas Eve Day	Thursday	December 24, 2020
Christmas Day	Friday	December 25, 2020
New Year's Eve	Thursday	December 31, 2020

**TOWN OF CORTLANDVILLE
 RAYMOND G. THORPE MUNICIPAL BUILDING
 3577 TERRACE ROAD
 CORTLAND, N. Y. 13045**

NOTICE OF MEETINGS

2020

The Town Board of the Town of Cortlandville adopted the following meeting schedule for the year 2020.

January 08, 2020 - 5:00 p.m.
 January 22, 2020 - 5:00 p.m.

July 1, 2020 - 5:00 p.m.
 July 15, 2020 - 5:00 p.m.

February 05, 2020 - 5:00 p.m.
 February 19, 2020- 5:00 p.m.

August 05, 2020 - 5:00 p.m.
 August 19, 2020 - 5:00 p.m.

March 04, 2020 -5:00 p.m.
 March 18, 2020- 5:00 p.m.

September 02, 2020 - 5:00 p.m.
 September 16, 2020 - 5:00 p.m.

April 01, 2020 -5:00 p.m.
 April 15, 2020 5:00 p.m.

October 07, 2020 – 5:00 p.m.
 October 21, 2020 – 5:00 p.m.

May 06, 2020 -5:00 p.m.(McGraw)
 May 20, 2020 -5:00 p.m.

November 04, 2020 – 5:00 p.m.
 November 18, 2020 – 5:00 p.m.

June 03, 2020 -5:00 p.m. (Blodgett Mills)
 June 17, 2020- 5:00 p.m.

December 02, 2020 – 5:00 p.m.
 December 16, 2020 – 5:00 p.m.

Most meetings will be held at the Raymond G. Thorpe Municipal Building, located at 3577 Terrace Road, Cortland, New York, with the exception of the May 6th meeting which will be held at the Community Building in the Village of McGraw, New York, the June 3rd meeting which will be held at the Blodgett Mills Independent Baptist Church in Blodgett Mills, New York. All meetings will begin promptly at the designated time. All meetings will be open to the public.

1-7



irs mileage rate 2020



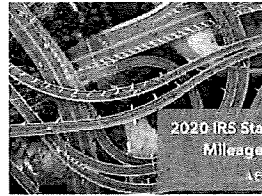
Sign in

All News Maps Shopping Images More Settings Tools

About 2,730,000 results (0.59 seconds)

58 cents

Taking this into account, you can probably expect the rate to be within a few cents of **58 cents per mile** in 2020. Nov 15, 2019



2020 IRS Standard Mileage Rate - Everlance

<https://www.everlance.com> › [blog](#) › [2020-standard-mileage-rate](#)

About Featured Snippets Feedback

People also ask

What is the mileage rate for 2020? ^

58 cents per mile driven for business use, up 3.5 cents from the rate for 2018, 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and. Dec 14, 2018

IRS issues standard mileage rates for 2019 | Internal Revenue Service

<https://www.irs.gov> › [newsroom](#) › [irs-issues-standard-mileage-rates-for-2019](#)

Search for: What is the mileage rate for 2020?

How much is the mileage rate for 2019? v

Is mileage still deductible in 2019? v

What is the UK mileage rate for 2019? v

Does IRS mileage rate include tolls? v

What does IRS mileage rate include? v

Feedback

Standard Mileage Rates | Internal Revenue Service

<https://www.irs.gov> › [tax-professionals](#) › [standard-mileage-rates](#) v

A summary of the optional standard mileage rates to be used in computing the deductible costs of operating an automobile for business, charitable, medical, ...

Is Your Company Prepared for the 2020 IRS Mileage Rate?

<https://www.motus.com> › [2020-irs-mileage-rate](#) v

Nov 6, 2019 - In the next few months, the IRS will announce the 2020 IRS mileage rate. That means changes for many companies' vehicle programs.

2020 IRS Federal Mileage Deduction Rates | Hurdlr

<https://www.hurdlr.com> › [blog](#) › [federal-mileage-rate](#) v

Jun 4, 2019 - Ensuring you capture your full tax deduction for miles driven can save you a lot of money. Use this as a guide to 2020 IRS standard mileage ...

2020 IRS Standard Mileage Rate - Everlance

<https://www.everlance.com> › [blog](#) › [2020-standard-mileage-rate](#) v



Homes and Community Renewal

ANDREW M. CUOMO
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

December 6, 2019

Honorable Richard C. Tupper
Town of Cortlandville
3577 Terrace Road
Cortland, NY 13045-3598

Dear Supervisor Tupper:

Re: Post Monitoring- No Findings
NYS CDBG Project # 287SB902-18

Thank you for the time and efforts you and your staff gave to the Office of Community Renewal's (OCR) Economic Developer, Ashley Ivashchenko, who conducted a monitoring visit of the Town of Cortlandville's 2018 project identified above on November 20, 2019.

The monitoring visit was conducted to determine whether program operations are compliant with the requirements of the CDBG regulations as contained in 24 CFR Part 85, as well as the provisions of the contract(s) executed with the Housing Trust Fund Corporation dated January 25, 2018.

The review of your program administration and project files indicates compliance with the statutory and regulatory requirements of the program. In addition, the Monitoring Visit did not identify any areas where improvements could be made. I would like to take this opportunity to commend you for your excellent work in administering the NYS CDBG grant.

The expenditure of funds has been completed and all required accomplishments have been reported, the Town is now cleared to close out this grant. Within 30 days of the date of this letter, the OCR will issue a Grant Closeout Transmittal Form and instructions electronically to the Town which must be signed and the original returned to the OCR within 30 days of receipt.

Please be aware that this report does not relieve your Community of its obligation to continue to administer the grant in accordance with grant agreement requirements; Federal and State rules and regulations; and sound management practices. We look forward to working with you on the successful completion of your project.

If you have any questions or require additional information, please contact Economic Developer Ashley Ivashchenko at (518) 474-2057.

Sincerely,

Scott LaMountain
Program Director, Economic Development
Office of Community Renewal

cc: Kristin Rocco Petrella, Clerk/Treasurer/Registrar, Town of Cortland
Ashley Ivashchenko, Economic Developer, OCR

1-9

Kelly Besaw
Christopher Community, Inc.
990 James Street
Syracuse, NY 13203
315-424-1821

FedEx
Electronic signature receipt

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

December 3, 2019

RE: CEO Notification and Transmittal of LIHTC Program Application Documents
Low-Income Housing Credit Program
Project Name: Grace Brown House Apartments
Project Location: Town of Cortlandville, City of Cortland
Project Sponsor: Christopher Community, Inc.

Dear Richard Tupper,

This is to inform you of our intention to submit the above-referenced project application to the New York State Division of Housing and Community Renewal (DHCR) for consideration under the Low-Income Housing Credit (LIHTC) Program.

The LIHTC Program was established by the Tax Reform Act of 1986 (under Section 42 of the Internal Revenue Code), which authorized federal assistance in the form of tax credits issued to owners of rental housing units that are reserved for and occupied by households with incomes of 60% or less of the area median income (AMI). An Income Averaging election was established by the Consolidated Appropriations Act of 2018, allowing housing units occupied by households with incomes of 80% AMI or less to qualify for LIHTC, if the average of designated income limitations on applicable housing units does not exceed 60% AMI.

Under the Internal Revenue Code Section 42(m)(1)(A)(ii), an allocation of LIHTC to a project cannot be made unless the chief executive officer (or the equivalent) of the local jurisdiction within which the proposed project is located has been notified and provided a reasonable opportunity to comment on the project.

If you have any comments regarding the proposed project described in the attached application documents, please submit them within 20 days of receipt of this notification letter to:

New York State Division of Housing and Community Renewal (DHCR)
38-40 State Street; 6th Floor
Albany, New York 12207
Attention: Arnon Adler; Program Manager
(518) 486-5044

The returned certified mail postal receipt for this package, accepted and signed for by your office, or other evidence of your receipt of this notification letter and the accompanying documents, will be forwarded to DHCR to serve as proof that the requirements of Section 42(m)(1)(A)(ii) have been met by this LIHTC Program applicant.

If you wish to discuss the application or any other aspect of the proposed project, please feel free to contact me at the address or phone number listed above.

Sincerely,



Kelly Besaw
Christopher Community, Inc.

Enclosed DHCR Application Documents:

C-1 – Project Narrative

C-2 – Project Summary

D-1 – Request for Multifamily Finance 9% Programs

Sources and Uses

Cc: Arnon Adler, DHCR

Project Information: The project is located in the city of Cortland and the town of Cortlandville, Cortland County at 4263 Homer Avenue. The proposed project is a multifamily permanent supportive housing project that will include a preference for all 25 units for individuals who are homeless or at risk of homelessness and are victims of domestic violence. The project consists of 18 one-bedroom units and 7 two-bedroom units and does not include a superintendent unit. The project has entered into a housing services agreement with the YWCA of Cortland to provide comprehensive supportive services and rent subsidies to these households. The YWCA of Cortland has received a conditional commitment through the Empire State Supportive Housing Initiative (ESSHI) to provide comprehensive supportive services to these households. The YWCA has provided a commitment to the project of these funds. The project will service extremely low-income households below 30% of AMI. Rents are affordable to households below 50% of AMI. Tenants will pay 30% of their gross adjusted income for rent. The remaining portion will be subsidized by the YWCA of Cortland with funds from their ESSHI grant.

Project Design and Scope of Work: The Cortland YWCA project will include new construction on vacant land of a single, three-story 27,277 square foot, 18 one bedroom (average 651 square feet each) and 7 two bedroom (average of 965 square feet), 100% residential building with a centrally located elevator. The building will be constructed of wood frame with cement board factory finish siding, wood frame floor system, fully insulated wood framed asphalt shingled roof, fully sprinklered with an automatic wet and dry pipe and poured concrete foundation on spread footings. The project will be energy efficient, include all energy star appliances and will meet the NYSERDA new construction low rise residential program requirements and the Enterprise Green Communities 2015 criteria in addition to any other mandatory criteria required by project funding sources. The project will include an efficient, programmable water source heat pump system. Materials and finish selections were chosen based on durability, marketability, energy efficiency and with the needs of the population in mind in order to promote efficiency in management costs.

The project will include 2 units that are accessible to households with a mobility impairment and 2 units for individuals with a hearing and vision impairment. The project will include the following amenities: community room, children's play room, a visitor's area, common laundry facilities, trash rooms on each floor, computer lab, property manager and supportive services staff offices, bike storage, outdoor patio and garden space, a playground, public transportation picks up and drops in front of the site and the YWCA and other service providers will provide a variety of case management, legal services, education, job training and employment seeking assistance, transportation, mental health and other services for the residents. Heat, air conditioning and water are included; the tenant pays their own electric. Cable, internet and phone hookups will be installed in each apartment. There are twenty-five (25) open parking spaces on site, available only to the tenants, their visitors, and project staff. It is anticipated that approximately half of the residents or fewer will have vehicles. The project will adopt a smoke free policy.

Site Information: The site is a 408' by 160' portion of vacant land free of buildings that is currently owned by the Young Men's Christian Association (YMCA) of Cortland. The property has a market value of \$230,000 according to an appraisal conducted in 2019 by Newmark Knight Frank Valuation and Advisory, LLC. Christopher Community is updating the Option to Purchase agreement with the YMCA that will extend through June 2020. Acquisition costs will be covered with HCR funds. The city of Cortland and the Town of Cortlandville have granted Site Plan approval. The city of Cortland has approved an area variance for reduced parking. The Cortland Soil and Water Conservation District approved the SWPP plan. A Phase I and Phase II ESA was conducted by C&S Companies with no significant findings. The project has received a statement of no impact from the NY State Office of Park, Recreation and Historic Preservation. The SEQR short form was submitted and the town of Cortlandville was granted lead agency. SEQR review and issuance of a negative declaration is complete. The project parking lot and shed is located in the city of Cortland and the building is located in the Town of Cortlandville.

Project Location and Market Information: The project is located at 4263 Homer Avenue in the City of Cortland and the Town of Cortlandville. The site is one mile from the city's main street and less than one mile from the village of Homer main street where several employers are located. An elementary school, county fairgrounds, grocery store, and community sports complex are all within close proximity to the site. Highway access is one mile from the site. The project is partially located in census tract 9707 which is a Qualified Census Tract. The estimated capture rate for the project is 8% according to a housing market study performed by Asterhill Research Company. There is a net need of approximately 311 beds for women who are victims of domestic violence in 2020 and there are currently 109 beds in the primary market area. There is currently no other development or existing projects in the area of permanent, supportive housing for the target population. There is a large student population in the area that occupies much of the available rental housing and drives up the cost of rents. In the past ten years, two affordable housing projects have been built in Cortland. Cortland Crown Homes, built in 2009, has 30 units that serve households up to 60% AMI. Riverview Apartments, built in 2016, has 39 units serving low income families with 20 units dedicated to OMH clients. Both properties have waiting lists 3-6 months plus. There is a subsidized senior apartment complex, Friendship House Apartments, located less than 0.5 miles from the site.

The project is located on Homer Ave. in the town of Cortlandville and the city of Cortland. The surrounding area is a mix of small one and two-story commercial buildings with an occasional one and two-story single family residence. The Homer Ave. corridor has been targeted by the city of Cortland as a re-development area. As a gateway to the city of Cortland, the city's goal is to re-develop the area. The Grace Brown House project has received tremendous support from the city and there is a plan in the works to re-develop the neighboring shopping plaza. Family Health Network has applied for a grant for \$6 million to redevelop the plaza into a "medical village" that will contain offices for specialty medical services, primary care doctors, and various non-profits. Seven Valley Health Coalition also plans to coordinate an indoor/outdoor farmers market. The Grace Brown House supportive housing project compliments the vision of revitalizing the area.

Supportive services will be available to all tenants through the YWCA Cortland and partner agencies. The YWCA Cortland will provide case management, transportation, childcare including licensed daycare, pre-school, before and after school care, and summer day camp, support counseling, trauma-informed assessment and support service plan development, nutrition education, and health and fitness through access to YWCA programs. The YWCA Cortland has 42 years of experience serving victims of domestic violence through the Aid to Victims of Violence program. The YWCA has also partnered with nearly 20 outside agencies who have entered MOUs to provide various services to the project. These agencies include the Department of Social Services, Community Action Program, Southern Tier Homeless Coalition, OCM BOCES, Family Health Network, Cortland Mental Health Department, Cortland Youth Bureau, Family Counseling, Child Advocacy Center, and others. Additional services to be provided include counseling and crisis management, peer support groups, civil legal services, court assistance, educational resources including high school equivalency and career training, referrals to community resources for food, clothing, furnishings, school supplies, healthcare, mental health care and substance abuse, financial assistance, etc., assistance with resume-writing skills, interview techniques, GED assistance, and community employment opportunities.

Project Financing Information: This application requests an allocation of Supportive Housing Opportunity Program (SHOP) funds and Low Income Housing Tax Credits (LIHTC) from HCR to complete the financing package. M&T Bank has agreed to provide construction financing. Enterprise has agreed to syndicate the tax credits. The project also received a conditional HHAP award for \$1.5 million. The project has received an award from Federal Home Loan Bank of NY for \$500,000. The YWCA Cortland has also secured a conditional 2019 ESSHI award for providing supportive services and rent subsidies to all 25 units. Real estate taxes through the town of Cortlandville will be assessed annually based on

581(a). The town assessor projected an annual property tax of \$12,416. The parking lot, located in the city of Cortland, is assessed around \$20,000 for a yearly property tax of \$1,000.

Construction will be financed by a \$3,151,164 private bank loan, \$1,800,000 in equity, \$500,000 from FHLBNY, \$1,500,000 from HHAP, and \$725,589 in deferred development fees, working capital and reserves. The project's permanent financing sources include \$3,690,000 in equity, a \$1,875,048 SHOP loan, a \$25,000 NYSERDA grant, \$500,000 FHLBNY grant, \$1,500,000 from HHAP, and \$86,705 deferred developer's fee. Christopher Community has provided a commitment to cover the \$25,000 NYSERDA grant out of the developer's fee in the event that funding is not available in order to make the project financing work. Christopher has also provided a letter of commitment for the \$86,705 deferred developer's fee.

Development Team and Ownership Information: Christopher Community, Inc. as the not for profit developer, owner and management agent will be responsible for completing all key project development tasks, including site acquisition, construction supervision, loan closings, organizational filings, marketing, rent-up, and operations management. Byrne, Costello & Pickard will provide legal representation to the project and will complete all loan closings, acquisition and organizational filings. Rich and Gardner Construction will serve as the pre-selected GC for the project. Holmes King, Kallquist and Associates will serve as the architect for the project. Sustainable Comfort will be the energy consultant and HERS rater for the project. Christopher Community as management agent will conduct marketing, rent-up and operations management.

Christopher Community, Inc. the not-for-profit sponsor of the project, will create a to be named Housing Development Fund Company, Inc., a New York Housing Development Fund Company, to hold the legal title to the property. Christopher will be the sole Member of the HDFC. Christopher will also form a to be named L.P., a New York Limited Partnership, which will hold the beneficial interest in the property.

Christopher will also form a to be named Management, Inc., a New York business corporation and wholly-owned subsidiary of Christopher, to serve as the sole General Partner of the Partnership. The equity investor, Enterprise Community Investor, Inc. will serve as the Limited Partner of the Partnership.

Development Timetable: The Grace Brown House application for HCR 9% Financing will be submitted in the regular round. Assuming funding award around March 2020, construction financing closing for the project will be complete on or around July 2020.

The construction period is projected around 12 months. Completion date and initial certificate of occupancy is projected for July 2021.

Development cost risk is minimized by careful project planning completed by a very experienced development team. Construction risk is minimized by requiring payment and performance bonds, a 10% retention on all requisitions and the use of an experienced architect and General Contractor. Operating expenses have been carefully budgeted based on comparable projects managed by Christopher Community and by estimates specifically addressed to this project. Christopher Community manages over 50 senior housing projects and 20 family housing projects, many with supportive housing units, and does not anticipate any operating issues based on the rent structure and operating budget prepared for this project. Any operating issues will be reviewed and evaluated by the management team and expenses will be covered by an existing warranty, a maintenance contract that is in place, the operating reserve or the operating guarantee. The rents for the units receiving subsidy have been set to be affordable to residents below 50% of area median income in the event that the Empire State Supportive Housing Initiative funds cease to be available.

FORM C-2: PROJECT SUMMARY

Target Populations for Residential Units		# of Units	% of Project
Special Needs Populations			0%
(select)			0%
(select)			0%
(select)			0%
ESSHI Populations			
Victims/Survivors of domestic violence		25	100%
(select)			0%
(select)			0%
(select)			0%
Total Units Targeted to Special Populations:		25	100%
Other Populations			
Senior/Elderly (non-frail)	N/A		0%
Not targeted to specific populations			0%
Total Units Targeted to Other Populations:		0	0%
Total Units:		25	

Included in the rent/carrying charge:

Equipment:

Range & oven
 Microwave oven
 Refrigerator
 Cable TV hook-up
 Laundry facilities in common area
 Laundry facilities in living unit
 Central air conditioning (equipment)
 Air conditioning sleeve only

Services:

Heat
 Hot water
 Central air conditioning

Parking:

Surface
 Covered/enclosed
 Other (specify):

Tenant-Paid Utilities:

Electricity
 Heat
 Gas
 Water
 Repairs
 Other (specify):

Architectural Summary

Number of Buildings:	1
Number of Floors (Total):	3
Construction Method:	Wood frame with steel reinforcement on 1st flr
Façade Materials:	Fiber-cement siding & trim with masonry veneer
Number of Elevators:	1
Cellar Excavation (Full, Partial, or Minimal):	None (Slab-on-grade with frost wall)

Units and Square Footages

(Entire Project)	# of Existing Units	Include all units in the project, regardless of funding source.			
		# of New Units	Total # of Units	Total Usable SF	% of Total (by SF)
Residential Dwellings		25	25	18,473	68%
Community Rooms		1	1		
Residential Common Space				8,857	32%
Community Service Facility			0		0%
Civic Space			0		0%
Commercial Space			0		0%
Enclosed Parking (if applicable)			0		0%
Other			0		0%
Total				27,330	

Current Use(s) of Project Site(s)

of existing buildings on the project site(s):

Describe the use(s) of any existing buildings on the site:

Describe any existing accessory structures, recreational facilities, and parking on the site:

Is the project currently occupied? *If work will be performed in or adjacent to occupied units, a tenant relocation plan must be submitted in Tab L-8.*

of occupied residential units: _____

of occupied non-residential units: _____

Will relocation of tenants be necessary?

How many? Residential: _____ Non-residential: _____

Project History

Has this project previously received DHCR/HTFC funding?

Enter the funded project's SHARS ID number(s): _____

Has the project ever been under the supervision of DHCR Housing Operations?

Original name of the project, if different from the Project name proposed in this application: _____

Supervision Start Date: _____

Supervision End Date: _____

DHCR Contact: _____

Project Contact: _____

FORM D-1: REQUEST FOR MULTIFAMILY FINANCE 9% PROGRAMS

City/Town/Borough: Town of Cortlandville, City of Cortland
 County: Cortland

Indicate the funding amounts and number of vouchers being requested. If the amounts listed on this form differ from those indicated in the Underwriting Model, the application will be evaluated based on the amounts requested below. Consult the Multifamily Term Sheets on the HCR website for financing terms and requirements.

Financing Source	Amount Requested	Regulatory Term (Years)
9% Low-Income Housing Credit (LIHTC)	\$ 415,000	50
State Low Income Housing Credit Program (SLIHC)	\$ -	
Low-Income Housing Trust Fund Program (HTF)	\$ -	
Rural and Urban Community Investment Fund (CIF)	\$ -	
Supportive Housing Opportunity Program (SHOP)	\$ 1,875,048	50
Public Housing Preservation Program (PHP)	\$ -	
Middle Income Housing Program (MIHP)	\$ -	
Housing Development Fund (HDF)	\$ -	
Federal Housing Trust Fund Program (FHTF)	\$ -	

Number of Section 8 Project Based Vouchers (PBV) Requested	0
--	---

Project Units per Funding Source

For each permanent funding source (including non-HCR sources), indicate the regulatory term length (if applicable) and the number of existing and/or new construction units to be financed.

In the "Exist/Rehab" column, only include existing units that will be rehabilitated or preserved.

Funding Source (name)	Regulatory Term (Years)	Residential Units		Community Room Units		Community Service Facility Units		Civic Units		Commercial Units	
		Exist/Rehab	New Construction	Exist/Rehab	New Construction	Exist/Rehab	New Construction	Exist/Rehab	New Construction	Exist/Rehab	New Construction
9% Low Income Housing Tax Credit	50		25								
Supportive Housing Opportunity Prog	50		25								
NYSERDA Low Rise	N/A		25								
FHLB NY	15		25								
HHAP	25		25								

For LIHTC/SLIHC Projects:

9% LIHTC Program Set-Aside Designations (Refer to the RFP for details)

Not Applicable
 Empire State Supportive Housing Initiative (ESSHI) Projects
 Supportive Housing Projects
 Housing Opportunity Projects
 NYCHA Seniors First
 Vital Brooklyn

Will the project elect the Income Averaging minimum set-aside?

Will the project bifurcate and/or transfer SLIHC?

Will there be a tenant buy-out plan?

Will a right of first refusal be offered to a qualified non-profit organization?

FORM D-1: REQUEST FOR MULTIFAMILY FINANCE 9% PROGRAMS

State Housing Goals

Complete the appropriate box(es) for the State Housing Goal(s) met by the Project. Refer to the RFP for further Housing Goal details.

Explanation of how the project meets the Housing Goal:

<p>Community Renewal and Revitalization Projects: Mixed use and/or mixed-income projects in neighborhoods as part of a coordinated community redevelopment plan that involve the use or adaptive reuse of existing underutilized buildings; infill new construction; and/or the demolition and replacement of buildings having a blighting impact on a community, and for which rehabilitation is impracticable.</p>	
<p>Integrated Supportive Housing Projects: Projects that provide permanent supportive housing to a variety of special needs populations in integrated housing settings.</p>	<p>Grace Brown House will provide 25 units of permanent supportive housing to individuals who are homeless, or at risk of being homeless, who are victims of domestic violence. The YWCA Cortland, as the support service agency, will provide intensive services including trauma recovery services, safety training, self-esteem building, case management, childcare, nutrition education, and health and fitness services. The project has also partnered with nearly 20 outside service agencies that will provide additional support services including healthcare and mental health services, counseling and crisis management, legal services, education and job training, resume writing skills, GED assistance, referrals to community resources and employment opportunities, financial assistance, and more. The project is 100% ESSHI supported with funds for operations, support services, and rent subsidies. Grace Brown House meets the goal of being an integrated supportive housing project as there is a demonstrated need for permanent, supportive housing for victims of domestic violence in Cortland County as outlined in C-5, the project has an executed Housing Services Agreement to deliver appropriate and comprehensive services to the population and includes a transportation plan, the project has a conditional ESSHI award to fund services and rental subsidies, the project has MOUS with YWCA Cortland, Catholic Charities of Cortland County, and the Southern Tier Homeless Coalition to coordinate referrals to the project, and the project does not preclude any individuals with or without disabilities from living independently.</p>
<p>Public Housing Redevelopment Projects: Projects that address the needs of public housing units outside the City of New York and assist Public Housing Authorities in completing their restructuring plans with a priority for projects participating in HUD's Rental Assistance Demonstration Program (RAD1).</p>	
<p>Housing Opportunity Projects: Family projects in an area of opportunity linked to schools that meet or exceed minimum performance standards and that meet or exceed other measures of opportunity, including, but not limited to, the rate of poverty, as defined in a list of census tracts published by HCR.</p>	
<p>Workforce Opportunity Projects: Projects that propose workforce housing projects in close proximity to Metropolitan Transit Authority (MTA) rail stations outside the City of New York, or within a quarter-mile walk of an MTA subway station within the City of New York; or, which are in communities that have completed and are implementing Transit Oriented Development plans that clearly link the proposed project to expanded transportation choices for tenants; or, which are in close proximity to multi-modal transportation centers that will contribute to the development of vibrant, mixed-use, high-density neighborhoods.</p>	
<p>Downtown Revitalization Initiative Projects: Projects that propose residential and/or mixed-use projects located in Downtown Revitalization Initiative plan areas that clearly advance the objectives of an approved Downtown Revitalization Initiative Strategic Investment Plan, as evidenced by significant financial assistance which has been made available as part of such plan.</p>	
<p>Economic Development Projects: Projects specifically endorsed in the Regional Economic Council Strategic Plans that will support the construction and/or rehabilitation of affordable housing and for which significant financial assistance has been made available as part of such plans.</p>	

CORTLANDVILLE/MCGRAW SEWER AGREEMENT

REVISED: December 3, 2019

1-10

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the Town of Cortlandville, New York (Town), and the Village of McGraw, New York (Village).

WITNESSETH:

WHEREAS, by authority of Article 5G and Article 6 of the General Municipal Law of the State of New York, the parties hereto are enabled to enter into binding agreements for the collection and treatment of sewage, and

WHEREAS, in accordance with the authority, the Town is willing to enter into an agreement with the Village for the Village to accept, transport, treat and discharge sewage generated within the territorial limits of the Town, and

WHEREAS, the Village has constructed, with the assistance of grants from the United States Environmental Protection Agency (E.P.A.) and the New York State Department of Environmental Conservation (N.Y.S.D.E.C.), a trunk sewer of sufficient size and capacity to transport the sewage of its residents while maintaining excess capacity for the TOWN, and

WHEREAS, the Village has entered into an agreement with the City of Cortland (CITY) for further transport, treatment and discharge of all sewage conveyed by the VILLAGE trunk sewer, and

WHEREAS, in accordance with the Federal E.P.A. regulations, 40 CFR Part 35, the VILLAGE is required to implement and maintain a User Charge System whereby all users of the sewage collection system shall pay their fair share of the operation and maintenance and equipment depreciation costs, and

WHEREAS, after extensive study, examination and review by the Town Board, the Village Board of Trustees, their respective engineers and attorneys, a fair and equitable method of determining a proper charge to the TOWN by the VILLAGE for the services to be provided hereunder has been reached, and

WHEREAS, it is considered to be in the best interests of the citizens of the TOWN and VILLAGE to enter into the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations herein contained, it is agreed as follows:

The VILLAGE hereby covenants and agrees to receive into its sewerage system, the quantity of sewage described herein, either from the TOWN'S sewerage system or directly from individual properties, and to transport such sewage to, and cause it to be treated and discharged by, the City sewage Treatment Plant, all in accordance with the terms and conditions hereinafter set forth, to wit:

1. **DEFINITIONS**. As used in this agreement, unless otherwise modified herein, the following terms shall be defined as set forth:
 - a.) **"CITY"** means the City of Cortland
 - b.) **"VILLAGE"** means the Village of McGraw
 - c.) **"TOWN"** means the Town of Cortlandville
 - d.) **"SEWAGE TREATMENT PLANT"** means all sewage treatment facilities owned by the CITY and serving the VILLAGE by agreement, but not including any trunk sewers or other conveyance facilities other than those used to transport sewage from the Village sewage system to the Treatment Plant and those located on the plant premises.

- e.) “VILLAGE OPERATION AND MAINTENANCE COSTS” means all costs necessary to properly maintain the VILLAGE sewerage system, and consists of utilities, insurance, fuel, lubricants, personnel salaries and fringe benefits, repairs, parts and materials.
 - f.) “VILLAGE CAPITAL COSTS” means the total cost incurred by the VILLAGE for constructing its sewerage system, including interest on directly related bond anticipation notes, revenue bonds or general obligation bonds, but not including the portion of cost contributed by State and Federal grants.
 - g.) “CITY TREATMENT COSTS” means the sum of costs charged to the VILLAGE by the CITY for the transportation, treatment and disposal of sewage conveyed by the VILLAGE sewerage system to the CITY sewage system. Such costs consist of CITY operation and maintenance costs and CITY capital costs, as provided for in the existing agreement between the VILLAGE and the CITY, as amended.
 - h.) “VILLAGE SEWERAGE SYSTEM” means the sewage collection system constructed by the VILLAGE, consisting of collector sewers, pump stations, force mains and trunk sewer.
 - i.) “QUARTERLY” means the calendar year quarters commencing on January 1, April 1, July 1, and October 1, and all quarterly payments from the TOWN to the VILLAGE, as provided herein, shall be due and payable within thirty (30) days after receipt of the VILLAGE’s bill for the preceding quarterly period.
 - j.) “COLLECTOR SEWER” shall be any sewer which receives sewage from more than one household, industry, institution of commercial establishment.
2. Upon request by the TOWN, The VILLAGE shall furnish to the TOWN a complete set of record drawings, in a manner acceptable to both parties, of its sewerage system as actually constructed. The VILLAGE shall furnish to the TOWN revised drawings showing any changes to the sewerage system.
3. Upon request by the VILLAGE, The TOWN shall furnish to the VILLAGE record drawings, in a manner acceptable to both parties, of all TOWN sewerage facilities that discharge into the VILLAGE sewerage system for review and approval. The TOWN shall furnish to VILLAGE amended drawings showing any changes in the TOWN sewage system of changes requested by the VILLAGE and approved by the TOWN in such sewerage facilities.
4. CHARGES to the TOWN for operation and maintenance costs, capital costs and CITY transportation, treatment, and disposal costs shall be based upon relative flows of sewage as further defined herein. The TOWN and the VILLAGE shall insure that all sewer users tributary to the VILLAGE sewerage system have their water supply metered accurately and reliably, whether such water supply is private or public. The TOWN and the VILLAGE shall each, at their own cost, maintain all water meters. Within their own jurisdiction, each municipality shall at its own cost, cause its water meters to be calibrated and maintained in good working condition. Either party may test the accuracy of, or verify the reading of any meter belonging to the other, at reasonable times and in the accompaniment of a designated agent of the other party. Major industries within the TOWN discharging directly or indirectly into the VILLAGE sewerage system shall be required to provide, at their own cost, a sewage metering pit conforming to the requirements of the TOWN and approved by the VILLAGE. Industrial sewage flows shall be determined from these meters. In the absence of reliable sewage meter data, the industry’s quarterly flow shall be computed as the average of the corresponding quarterly flows of the preceding two years, as determined by the Village Engineer.
In case of the failure of a sewage meter, any method of sewage flow computation that is mutually agreeable to the TOWN and the VILLAGE may be used in place of the above mentioned procedures.
5. The TOWN agrees that in discharging sewage from its sewerage systems, or allowing sewage to be discharged from individual properties, it shall at all times reasonably comply with the Sewer Use Law of the VILLAGE, a copy of which is attached hereto and made a part hereof being designated as schedule A, now or as the same may be amended by mutual consent of the parties herein at a later date, and in compliance with all rules, statutes, and regulations of federal and state governments pertaining

thereto. In compliance with the foregoing, the TOWN agrees to maintain its sewer ordinance as it presently exists, or as amended by mutual consent of the parties herein.

6. The VILLAGE shall have the right, power and privilege of inspecting at any reasonable time, and only in the company of an appropriate official or designated agent of the TOWN, any conduit, main, service pipe, attachment or equipment in the TOWN'S sewerage system tributary to the VILLAGE sewerage system, in order to determine whether an actual or a potential violation of the VILLAGE'S said Sewer Use Local Law exists, or, whether there has been any breach of the other terms and provisions of this agreement, relating to the TOWN's sewerage system. The VILLAGE shall give written notice thereof to the TOWN, and the TOWN agrees to remedy the violation or condition forthwith or notify the VILLAGE of the reasons why it disputes the existence of such violation or condition. If the TOWN does dispute the VILLAGE'S notice, the Village Engineer and the Town Engineer shall negotiate a settlement of the dispute which is acceptable to the VILLAGE and the TOWN.
Payment of any fine to the VILLAGE by the TOWN due to a violation of the VILLAGE's sewerage system, including rules, regulations and ordinances governing the type, manner, nature and strength of such substances, materials, waters or wastes to be discharged into the VILLAGE's sewerage system, if such violations may be prosecuted, does not in any way relieve the TOWN of liability to the VILLAGE for expenses, loss or damage incurred by the VILLAGE as a result of such violation, and it is agreed to herein, that the TOWN shall indemnify the VILLAGE for any expenses, loss or damage to either the VILLAGE or private property resulting therefrom whether said violation occurred prior to, during or following the corrective action grace period provided by the VILLAGE in its Sewer Use Local Law. The TOWN shall not be responsible for Acts of God, national emergency, system failure, or negligence, misconduct or default on the part of persons beyond its reasonable control.
7. The VILLAGE agrees at all times to provide for and maintain proper and adequate collection, conveyance, treatment and disposal of all sewage received into its sewerage system, but the VILLAGE shall not be liable for any deficiency, interruption or failure to provide and maintain such services and facilities provided for herein as a result of an Act of God, national emergency, system failure, or negligence, misconduct or default on the part of persons beyond its reasonable control.
8. IN CONSIDERATION of the provisions of the necessary sewerage system by the VILLAGE to meet the sewage collection and conveyance needs of the TOWN, the TOWN agrees and covenants to defray its fair share of the annual debt payments on the capital costs incurred by the VILLAGE as defined in Paragraph 1(F) on a calendar quarterly basis, such payments to be made by the TOWN to the VILLAGE no later than thirty (30) days following receipt of the VILLAGE's quarterly bill. Such quarterly payments shall continue until the VILLAGE's bonded indebtedness for its sewerage system is entirely repaid.
The VILLAGE hereby agrees that it will pay the bonded indebtedness for such sewerage system in accordance with the schedule which is established in the bonding documents when such capital debt financing is complete. A copy of said schedule shall promptly be provided to the TOWN.
The TOWN shall also pay the VILLAGE its fair share of the quarterly debt payment by the VILLAGE to the CITY for capital costs incurred in the transportation to, treatment and disposal of sewage at the City Sewage Treatment Plant. Such payment by the VILLAGE to the CITY shall be made in accordance with the existing sewerage agreement between the VILLAGE and the CITY, or as amended by mutual agreement between the CITY and the VILLAGE. Payment by the TOWN to the VILLAGE shall be made on a calendar quarterly basis, no later than thirty (30) days following receipt of the VILLAGE'S quarterly bill. Paragraph 12 describes the computation of the TOWN's share of total capital costs.
9. The TOWN agrees and covenants to defray its fair share of the operation and maintenance costs associated with the VILLAGE's sewerage system and for treatment at City Plant, with payments to be made to the VILLAGE on a calendar quarterly basis, such payments to be made by the TOWN to the VILLAGE no later than thirty (30) days following receipt of the VILLAGE'S quarterly bill. In the event of the failure of the equipment or of the sewer line itself that is involved in the treatment of the

VILLAGE's and TOWN's sewage, the costs of repair or replacement shall be included in the operation and maintenance expenses for that calendar year, and the TOWN shall pay the VILLAGE its fair share of the costs. In order to obtain the required operating revenues, the VILLAGE's projected yearly operation and maintenance budget shall be assessed quarterly against all users of the sewerage system, as hereinafter described, with one-quarter (1/4) of the total annual budget allocated equally to each of the first three quarters of the calendar year. The fourth and final quarterly allocation being adjusted retroactively on the next billing to balance the year-end audit. A copy of the VILLAGE's audit shall accompany the next billing to the TOWN.

The TOWN shall also pay the VILLAGE its fair share of the quarterly payment by the VILLAGE to the CITY for operation and maintenance costs incurred in the transportation to, and treatment and disposal of sewage at the City sewage treatment plant. Such payment by the VILLAGE to the CITY shall be made in accordance with the existing sewerage agreement between the VILLAGE and the CITY or as amended by mutual agreement between the CITY and the VILLAGE. Payment by the TOWN to the VILLAGE shall be made on a calendar quarterly basis, not later than thirty (30) days following receipt of the VILLAGE's quarterly bill. Paragraph 11 describes the computation of the TOWN's share of total operation and maintenance.

10. Major Industries located within the TOWN and discharging to the Village sewerage system shall be billed by the CITY through the TOWN, for treatment of sewage at the City sewage Treatment Plant. This bill shall include both CITY operation and maintenance and CITY capital charges. The TOWN shall pay VILLAGE capital and operation and maintenance attributed to such major industries as described by paragraph 10 and 11.
11. The Formula used in determining the TOWN's share of quarterly operation and maintenance expenses associated with the VILLAGE sewerage system shall be:

$$OMc = OM1 \left(\frac{Qc}{Qh + Qc} \right) + OM2 \left(\frac{Qc - Qi}{Qh + Qc - Qi} \right)$$

Qh is the total quarterly sewage flow originating with and attributable to the VILLAGE.

Qc is the total quarterly sewage flow attributable to the TOWN and entering the VILLAGE Sewerage System.

OM1 is the appropriate quarterly budget allocation or audited expense for operation and maintenance of that portion of the VILLAGE sewerage that would transport TOWN sewage to the CITY system, less any outside revenue received for operation and maintenance purposes. It is hereby agreed that the appropriate operation and maintenance expenses shall be made up of the operation and maintenance for the Port Watson Street and Night Owls lift stations, plus 9.28% of the remaining budget allocation or audited expense for operation and maintenance of the VILLAGE Sewerage System. The 9.28% is based on the fraction of linear feet (LF) of pipe within the TOWN compared to the total LF of pipe owned by the VILLAGE as follows:

$$3,885 \text{ LF} / 41,879 \text{ LF} = 0.092767$$

This number is subject to change and may be reviewed upon the renewal of the agreement or upon the request of either party.

OM2 is the appropriate quarterly budget allocation or audited expense for operation and maintenance costs, incurred in treating, at the City Sewage Treatment Plant, all sewage (excluding major industries) from the VILLAGE sewerage system.

OMc is the quarterly charge to the TOWN for VILLAGE operation and maintenance costs.

Qi is the total quarterly sewage flow originating from industries within the TOWN and discharging into the VILLAGE sewage collection system.

12. The formula used in determining the TOWN's share of the quarterly capital costs associated with the VILLAGE sewerage shall be:

$$C_c = C_1 \left(\frac{Q_c}{Q_h + Q_c} \right) + C_2 \left(\frac{Q_c - Q_i}{Q_c + Q_h - Q_i} \right) + C_3$$

Where Q_h , Q_c , and Q_i are previously defined in Section 12. C is the quarterly capital cost attributed to the construction of the VILLAGE sewerage system, which falls within the TOWN. It is hereby agreed that C_1 shall be \$0.00 at this time. If, in the future, the VILLAGE does a capital improvements project to the sewerage system which falls within the TOWN, C_1 will then contain a dollar amount.

C_2 is the quarterly charge for capital costs incurred in treating, at the City Sewage Treatment Plant, all sewage (excluding major industries) from the VILLAGE sewerage system.

C_3 is the quarterly charge for engineering costs for the Agreement. It is hereby agreed that C_3 shall be \$0.00. The cost for this updated Agreement was shared by both the VILLAGE and the TOWN.

C_c is the quarterly charge to the TOWN for VILLAGE capital costs.

13. In the event of default of the payments provided for herein for a period of Thirty(30) days after written notice and demand, the VILLAGE may at its own discretion, charge a penalty of ten percent (10%) per annum on the unpaid balance.
14. The parties hereto specifically agree that each quarterly demand by the VILLAGE for payment of capital costs and operation and maintenance expenses, pursuant to this Agreement, shall include a detailed statement of the total quarterly flows metered at the master sewage meter installed to meter sewage entering the City sewer system. The parties hereto also specifically agree that the demand by the VILLAGE for payment of fourth quarter operation and maintenance expenses shall include a detailed statement of the final verified operation and maintenance expenses for that year, as outlined or inferred hereinbefore. The parties hereto also specifically agree that the demand by the VILLAGE for payment of fourth quarter capital costs shall also include a detailed statement of the annual capital costs associated with the VILLAGE sewerage system.
15. The TOWN shall save and hold harmless the VILLAGE from and against all suits or claims that may be based upon any alleged injury to any person or property in the course of the performance of the construction of the sewers on the collection and disposal of sewage, as called for in this Agreement, by the TOWN, whether such claims shall be made by an employee of the TOWN or by a third person, and whether or not it shall be claimed that the alleged injury was caused through a negligent act or omission of the TOWN, and the TOWN shall, at its own cost and expense, pay all charges of attorneys and all costs and other expenses arising therefrom, or incurred in connection therewith, and any judgment that shall be rendered against the VILLAGE in any such action or actions, the TOWN shall, at its own cost and expense, satisfy and discharge the same. The VILLAGE shall save and hold harmless the TOWN from and against all suits or claims that may be based upon any alleged injury to any person or property in the course of the performance of this Agreement by the VILLAGE, whether such claims shall be made by an employee of the VILLAGE, or by a third person, and whether or not it shall be claimed that the alleged injury was caused through a negligent act or omission of the VILLAGE, and VILLAGE shall, at its own cost and expense, pay all charges of attorneys and all costs and other expenses arising therefrom, or incurred in connection therewith, and any judgments that shall be rendered against the TOWN in any such action or actions, the VILLAGE shall, at its own cost and expense, satisfy and discharge the same.
16. All claims, disputes and other matters in question between the parties to this Agreement shall be decided by arbitration in accordance with pertinent Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into on accordance herewith will be specifically enforceable under prevailing arbitration law of any court having jurisdiction.

Notice of the demand for arbitration shall be filed with the other party to the Agreement and with the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after institution of legal or equitable proceedings based on such claims, dispute or other matter in question would be barred by the applicable statute of limitations,

The award rendered by the arbitrators shall be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal.

No arbitration arising out of or relating to this Agreement shall include by consolidation, joinder or in any other manner, any other person or entity who is not a party to this Agreement unless 1) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and 2) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

17. This Agreement supersedes any and all prior Agreements between the parties hereto upon the execution hereof.
18. This Agreement shall be reviewed every five (5) years and, by written mutual agreement of the TOWN and the VILLAGE, may be amended from time to time as circumstances change. The ultimate term of this Agreement shall end in the year 2049, at which time a new agreement shall be made and approved by both VILLAGE and TOWN.
19. The parties understand that each is now, or may be, party to other contracts pertaining to the collection, transportation, treatment and discharge of sewage. This Agreement, including the "User Charge System" calculations, is based in part upon the terms and conditions of said other contracts. Each party reserves the right to recalculate and renegotiate the terms of this Agreement prior to its expiration date should there be a change in the terms of any of the other contract which substantially affects the terms, conditions or calculations set forth herein.
20. The TOWN and the VILLAGE each agree to control infiltration and inflow to the maximum extent practicable. The TOWN and the VILLAGE each agree to maintain master sewage meters on their collection system for the purpose of monitoring infiltration and/or inflow. If such infiltration and /or inflow is detected in significant quantities, the cost for treating same shall be charged to the municipality from which it originated.
21. Any and all proposed changes to this Agreement or the existing sewer system by the TOWN or VILLAGE shall be submitted in writing to both parties prior to incorporation and must be approved by both parties in writing, before the changes can be incorporated.
22. All plans for installation and/or extension of sewers by and for the TOWN shall be approved by the VILLAGE, the Cortland County Board of Health, the New York State Department of Environmental Conservation, and any and all other agencies having jurisdiction of the work. It shall be the duty of the TOWN to obtain this approval at no cost to the VILLAGE.
23. The TOWN shall have the right to audit the VILLAGE sewerage capital, operation and maintenance accounts.

IN WITNESS HEREOF, the parties hereto, have signed this Agreement on the date first above written.

TOWN OF CORTLANDVILLE

BY _____
Town Supervisor

VILLAGE OF MCGRAW

BY _____
Village Mayor

STATE OF NEW YORK :

SS:

COUNTY OF CORTLAND :

On this _____ day of _____, _____, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, that he is the Supervisor of the TOWN OF CORTLANDVILLE, the municipality described in and which executed the foregoing instrument; that he knows the seal of said municipality; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the Town Board and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK :

SS:

COUNTY OF CORTLAND :

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, That he is the Mayor of the Village of McGraw the municipality described in and which executed the foregoing instrument; that he knows the said instrument is an impression of such seal; that it was so affixed by order of the Village Board and that he signed his name thereto by like order.

Notary Public

1-14

RECEIVED DEC 16 2019



Facility Fees

	County Applicants	Non County Applicants
Facility Rental - per hour	\$75.00	\$150.00
Facility Supervision - per hour	\$15.00	\$15.00
Use of field lights - per hour	\$50.00	\$50.00
Deposit	\$100	\$100

Town of Cortlandville
Town Board Meeting – December 18, 2019

RESOLUTION # ACCEPT RESIGNATION FROM PATRICIA L. ROMER AS
 DEPUTY TOWN CLERK EFFECTIVE
 DECEMBER 31, 2019

Motioned by Councilman
Seconded by Councilman
VOTES: AYE – NAY – 0
 ADOPTED

BE IT RESOLVED, the Town Board does hereby accept, with deep regret, the letter of resignation from Patricia L. Romer as Deputy Town Clerk, to be effective December 31, 2019, and it is further

RESOLVED, the letter of resignation dated December 5, 2019 is hereby received and filed.

