

**CORTLANDVILLE TOWN BOARD
AGENDA
MARCH 21, 2018 - 5:00 P.M.**

Pledge Allegiance to the Flag

PUBLIC HEARING:

1.) Aquifer Protection Permit – Prop Inc., (Bestway) 3877 Luker Road, Tax Map #86.17-01-01.000, to construct a cold storage building for lumber

2.) Aquifer Protection Permit – Cortland Commerce Center (David Yaman) 850 Lime Hollow Road, Tax Map #95.00-10-02.000, to construct a 35,000 sq. ft. Medical Manufacturing Facility

- a.) Open the Public Hearing
 - b.) Town Clerk to read Legal Notice
 - c.) Privilege of the Floor
 - d.) Close the Public Hearing
-

A. CALL THE MEETING TO ORDER

B. APPROVE MINUTES

- B-1 Town Board Minutes of February 21, 2018 (handed out at the March 7, T.B.M.)
- B-2 Town Board Minutes of March 7, 2018
- B-3 Receive & file the Zoning Board of Appeals Minutes of February 27, 2018
- B-4 Receive & file the Planning Board Minutes of March 6, 2018

C. PURCHASE ORDERS

D. AUTHORIZATION TO PAY THE BILLS

E. PRIVILEGE OF THE FLOOR

F. REPORTS – (Town Clerk)

- F-1 Receive & file the Town Justice, Fran Casullo Monthly Report of February 2018
- F-2 Receive & file the Town Justice, Lenore LeFevre Monthly Report of February 2018
- F-3 Receive & file the Code Enforcement Report of February 2018, submitted by Desiree' Campbell

G. COMMUNICATIONS

H. OLD BUSINESS

- H-1 Aquifer Protection Permit Application – Prop Inc.
- H-2 Aquifer Protection Permit Application – Cortland Commerce Center, LLC
- H-3 Consider Zoning Change

I. NEW BUSINESS

- I-1 Town Clerk
- I-2 Town Attorney
- I-3 CDBG #287HR326-16 Town-wide Housing Rehabilitation Grant Program:
 - a.) Authorize payment of the following vouchers: **(Originals in Supervisor's packet to be signed & initialed by Board Members)**
 - 1.) Voucher #25, Reome Electric & General Contracting, in the amount of \$13,200.00
 - 2.) Voucher #26, O'Donnell Construction, in the amount of \$3,800.00
 - 3.) Voucher #27, Thoma Development Consultants, in the amount of \$6,911.60
- I-4 CDBG #287SB902-18 Royal Nissan of Cortland, Inc.:
 - a.) Receive & file the Executed Grant Agreement (1 original filed in Town Clerk's Office)
 - b.) Discussion & possible award of RFP
- I-5 Authorize the Supervisor to sign the Agreement with CHA regarding the Town's Comprehensive Plan
- I-6 Receive & file the following correspondences regarding the proposed Zoning Amendment:

- a.) Stephen Jones, dated March 9, 2018 addressed to the Cortlandville Planning Board
- b.) Stephen Jones, dated March 9, 2018 addressed to Town Board

- I-7 Authorize the Supervisor to sign the 2018 Contract with Valley View Gardens & Landscaping, Inc. for landscape maintenance of the Raymond G. Thorpe Municipal Building
- I-8 Authorization to amend the General Fund Balance to set up a new budget account for the expenses for environmental monitoring of the South Hill Dump and authorize the Supervisor to sign the Proposal with CHA to preform post-closure monitoring for South Hill Dump
- I-9 Authorize Supervisor to let out to bid for the Gutches Lumber Sports Complex Phase I
- I-10 Receive, file & discuss the Draft Agricultural & Farmland Protection Plan dated March 2018
- I-11 Receive & file the Aquifer Protection Permit of the Cortlandville Fire Department and forward to the Town & County Planning Boards for their review & recommendations

J. ADJOURN

LEGAL NOTICE
TOWN OF CORTLANDVILLE
AQUIFER PROTECTION PERMIT
PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, pursuant to Section 178-46 of the Code of the Town of Cortlandville, a public hearing will be held before the Town Board of the Town of Cortlandville, County of Cortland, New York, at the Raymond G. Thorpe Municipal Building, 3577 Terrace Road, Town of Cortlandville, New York, on March 21, 2018 at 5:00 p.m. or as soon thereafter as the parties may be heard concerning an application for an Aquifer Protection Permit.

The application is by Prop Inc., to permit the construction of a 100' x 120' (12,000 sq. ft.) cold storage warehouse for lumber storage and a 2,304 sq. ft. utility building. The property is located on the west side of Luker Road approximately 250 ft. southwest of the NYS Route 281/Luker Road intersection, tax map #86.17-01-01.000.

The Applicant is the owner of the property, which is located in the primary area of the Aquifer Protection District of the Town of Cortlandville, and is located in a Zoning District denominated B-3 (Planned Commercial Business).

At the time and place of said hearing all parties in interest and citizens shall have an opportunity to be heard.

The Town Board will examine the environmental impact of the application at the time of the hearing.

Dated: March 9, 2018

KRISTIN ROCCO-PETRELLA, RMC
Town Clerk/Tax Collector
Town of Cortlandville
3577 Terrace Road
Cortland, New York

LEGAL NOTICE
TOWN OF CORTLANDVILLE
AQUIFER PROTECTION PERMIT
PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, pursuant to Section 178-46 of the Code of the Town of Cortlandville, a public hearing will be held before the Town Board of the Town of Cortlandville, County of Cortland, New York, at the Raymond G. Thorpe Municipal Building, 3577 Terrace Road, Town of Cortlandville, New York, on March 21, 2018 at 5:00 p.m. or as soon thereafter as the parties may be heard concerning an application for an Aquifer Protection Permit.

The application is by David Yaman (Cortland Commerce Center, LLC), to permit the construction of a 35,050 sq. ft. building for use as a medical manufacturing facility with accessory parking for 58 vehicles. The property is located on the south side of Lime Hollow Road, approximately 375 ft. west of the Lime Hollow Road/NYS Route 13 intersection, tax map #95.00-10-01.100 (portion of) and #95.00-10-02.000.

The Applicant is the owner of the property, which is located in the primary area of the Aquifer Protection District of the Town of Cortlandville, and is located in a Zoning District denominated I-2 (General Industrial).

At the time and place of said hearing all parties in interest and citizens shall have an opportunity to be heard.

Dated: March 9, 2018

KRISTIN ROCCO-PETRELLA, RMC
Town Clerk/Tax Collector
Town of Cortlandville
3577 Terrace Road
Cortland, New York

F-1

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



March 9, 2018

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

RE: Justice Report for the month of February, 2018

Dear Mr. Tupper:

Please be advised the Court completed 599 cases for the month of February and turned over \$53,207.00 in fines and forfeitures to the New York State Comptroller for that period.

The Court also completed five alcohol cases 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, flowing style.

Francis J. Casullo
Town Judge
Town of Cortlandville

FJC:mcc

PC Kristin E. Rocco-Petrella, Cortlandville Town Clerk

F-2

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



March 9, 2018

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

RE: Justice Report for the month of February, 2018

Dear Mr. Tupper:

Please be advised the Court completed 386 cases for the month of February and turned over \$39,980.00 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".

Lenore M. LeFevre
Town Judge
Town of Cortlandville

LML:mcc

PC Kristin E. Rocco-Petrella, Cortlandville Town Clerk

Cash Receipts Report
RECEIVED MAR 20 2018
From: 02/01/2018 To: 02/28/2018
For User: All

03/20/2018
12:56:40PM

F-3
DICK T.

Payment Date: 02/05/2018

Module: Permit

Transaction: 18-010

Type: Permit App

Payor: Thoma

Payment Amount: \$50.00

Payment Type:

Payment #:

Payment Detail:

Check #469

00000410

\$50.00

Fee Type

Fee Amount

Res Remodel

\$50.00

Transaction: 18-011

Type: Permit App

Payor: Thoma

Payment Amount: \$50.00

Payment Type:

Payment #:

Payment Detail:

Check #469

00000411

\$50.00

Fee Type

Fee Amount

Res Remodel

\$50.00

Permit Group Totals: \$100.00

02/05/2018 Group Totals: \$100.00

Payment Date: 02/07/2018

Module: Permit

Transaction: 15-79

Type: Permit App

Payor: Empire Construction of CNY LLC

Payment Amount: \$50.00

Payment Type:

Payment #:

Payment Detail:

Check #6091

00000412

\$50.00

Fee Type

Fee Amount

Permit Renewal

\$50.00

Permit Group Totals: \$50.00

02/07/2018 Group Totals: \$50.00

Payment Date: 02/13/2018

Module: Periodic Inspection

Transaction: Inspection at Red Apple 1040 McLean Rd,
on 1/12/2018

Type: Periodic Inspection

Payor: United Refining Holding Inc

Payment Amount: \$90.00

Payment Type:

Payment #:

Payment Detail:

Check #140283

00000413

\$90.00

Fee Type

Fee Amount

FS Mercantile

\$90.00

Periodic Inspection Group Totals: \$90.00

02/13/2018 Group Totals: \$90.00

Payment Date: 02/16/2018

Module: Permit

Transaction: 18-012

Type: Permit App

Payor: Thoma

Payment Amount: \$50.00

Payment Type:

Payment #:

Payment Detail:

Check

00000414

\$50.00

Fee Type

Fee Amount

Res Remodel

\$50.00

Payment Date: 02/16/2018

Module: Permit

NOI 01 JAN 03 11:20AM

Transaction: 18-013

Type: Permit App

Payor: Thoma

Payment Amount: \$50.00

Payment Type:
Check #469

Payment #:
00000415

Payment Detail:
\$50.00

Fee Type	Fee Amount
Res Remodel	\$50.00

Transaction: 18-014

Type: Permit App

Payor: Thoma

Payment Amount: \$50.00

Payment Type:
Check

Payment #:
00000416

Payment Detail:
\$50.00

Fee Type	Fee Amount
Res Remodel	\$50.00

Permit Group Totals: \$150.00
02/16/2018 Group Totals: \$150.00

Payment Date: 02/20/2018

Module: Permit

Transaction: D18-01

Type: Permit App

Payor: John Bergeron

Payment Amount: \$250.00

Payment Type:
Cash

Payment #:
00000417

Payment Detail:
\$250.00

Fee Type	Fee Amount
Demolition- Commercial	\$250.00

Permit Group Totals: \$250.00
02/20/2018 Group Totals: \$250.00

Payment Date: 02/23/2018

Module: Permit

Transaction: 18-015

Type: Permit App

Payor: Thoma

Payment Amount: \$50.00

Payment Type:
Check

Payment #:
00000418

Payment Detail:
\$50.00

Fee Type	Fee Amount
Res Remodel	\$50.00

Permit Group Totals: \$50.00
02/23/2018 Group Totals: \$50.00

Payment Date: 02/26/2018

Module: Periodic Inspection

Transaction: Inspection at Jazzercise 1111-1121 Route 222, on 1 /16/2018

Type: Periodic Inspection

Payor: Cortlandville Assoc LLC

Payment Amount: \$90.00

Payment Type:
Check #46924

Payment #:
00000424

Payment Detail:
\$90.00

Fee Type	Fee Amount
FS Business	\$90.00

Transaction: Inspection at Sherwin Williams 1111-1121 Route 222, on 1 /12/2018

Type: Periodic Inspection

Payor: Cortlandville Assoc LLC

Payment Amount: \$120.00

Payment Type:
Check #46925

Payment #:
00000425

Payment Detail:
\$120.00

Fee Type	Fee Amount
FS Business	\$120.00

Periodic Inspection Group Totals: \$210.00

Payment Date: 02/27/2018

Module: Permit

Transaction: 14-35 Type: Permit App

Payor: John Barden

Payment Amount: \$50.00

Payment Type:

Payment #:

Payment Detail:

Check #1269

00000423

\$50.00

Fee Type	Fee Amount
Permit Renewal	\$50.00

Transaction: 17-001 Type: Permit App

Payor: Robert C Jones

Payment Amount: \$50.00

Payment Type:

Payment #:

Payment Detail:

Check #6749

00000420

\$50.00

Fee Type	Fee Amount
Permit Renewal	\$50.00

Transaction: 17-004 Type: Permit App

Payor: Robert C Jones

Payment Amount: \$50.00

Payment Type:

Payment #:

Payment Detail:

Check #6749

00000419

\$50.00

Fee Type	Fee Amount
Permit Renewal	\$50.00

Transaction: 18-016 Type: Permit App

Payor: Pyrotek Inc

Payment Amount: \$44.00

Payment Type:

Payment #:

Payment Detail:

Money Order

00000421

\$44.00

Fee Type	Fee Amount
Commer.- New & Additn	\$44.00

Transaction: D18-02 Type: Permit App

Payor: John Bergeron

Payment Amount: \$57.60

Payment Type:

Payment #:

Payment Detail:

Cash

00000422

\$57.60

Fee Type	Fee Amount
Demolition- Res	\$57.60

Permit Group Totals: \$251.60

02/27/2018 Group Totals: \$251.60

Payment Date: 02/28/2018

Module: Permit

Transaction: 18-017 Type: Permit App

Payor: Steve Randall Remodeling

Payment Amount: \$118.00

Payment Type:

Payment #:

Payment Detail:

Check #104

00000426

\$118.00

Fee Type	Fee Amount
Res Remodel	\$118.00

Permit Group Totals: \$118.00

02/28/2018 Group Totals: \$118.00

Totals:	
Cash	\$307.60
Check	\$918.00
Money Order	\$44.00

Paid Fees Report

From: 2/1/2018 To: 2/28/2018

Fees display in red in the case that a single non-cash payment is received for multiple fees.

Fee Group	Payment Type	Payment Date	Identifier	Fee Type	Payer	Payment	Receipt #	Fee Amount
<u>FS Fees</u>								
<u>Check</u>								
		2/26/2018	86.13-01-27.000	FS Business	Cortlandville Assoc LLC	Check #46925	00000425	\$120.00
			1111-1121 Route 222					
		2/26/2018	86.13-01-27.000	FS Business	Cortlandville Assoc LLC	Check #46924	00000424	\$90.00
			1111-1121 Route 222					
		2/13/2018	96.09-02-41.000	FS Mercantile	United Refining Holding Inc	Check #140283	00000413	\$90.00
			1040 McLean Rd					

Fees Paid By Check: \$300.00

FS Fees Total: \$300.00

Total Paid Fees: \$300.00

03/20/2018

Unpaid Fees Report

Fee Date From: January 01, 2018 To: March 20, 2018

Fee Group : All

Municipality : All

Parent Type**Transaction**

Fee Type	Fee Date	Owner Business	Amount
FS Business			
Inspection at Cannon Pools 807 Route 13, on 2 /12/2018			
FS Business	2/12/18	Bestway Enterprises Inc	\$90.00
Inspection at China City, Verizon, Smoker's Choice 3918-3944 Route 281, on 2 /20/2018			
FS Square ft.	2/20/18	Cortland Station Inc.	\$60.00
Inspection at Economy Paving 1819 Route 13, on 3 /5 /2018			
FS Business	3/5/18	1657 Hillside LLC	\$180.00
Total :			\$330.00
FS Mercantile			
Inspection at Bargain Outlet 3654-3666 Route 281, on 1 /8 /2018			
FS Mercantile	1/8/18	Gator Cortlandville Partners	\$180.00
Inspection at Big Lots - Storage 3654-3666 Route 281, on 1 /8 /2018			
Oper- Manuf/Storage Haz	1/8/18	Gator Cortlandville Partners	\$1.00
Inspection at Cortoland Station Inc. 3918-3944 Rte 281, on 1 /19/2018			
FS Mercantile	1/19/18	Cortlandville Crossing LLC	\$180.00
Inspection at Cortoland Station Inc. 3918-3944 Rte 281, on 2 /20/2018			
FS Public Assembly	2/20/18	Dollar Tree	\$60.00
Inspection at Cortoland Station Inc. 3918-3944 Rte 281, on 2 /27/2018			
FS Mercantile	2/27/18	Dollar Tree	\$90.00
Inspection at Real Deals 3654-3666 Route 281, on 1 /8 /2018			
FS Mercantile	1/8/18	Gator Cortlandville Partners	\$180.00
Inspection at Thrifty Shopper 3654-3666 Route 281, on 1 /8 /2018			
FS Mercantile	1/8/18	Gator Cortlandville Partners	\$180.00
Total :			\$871.00

03/20/2018

Unpaid Fees Report

Fee Date From: January 01, 2018 To: March 20, 2018

Fee Group : All
Municipality : All

Parent Type
Transaction

Fee Type	Fee Date	Owner Business	Amount
FS Public Assembly			
Inspection at Cortland Buffet 3654-3666 Route 281, on 1 /8 /2018			
FS Public Assembly	1/8/18	Gator Cortlandville Partners	\$100.00
Total :			\$100.00
Grand Total :			\$1,301.00

Inspections Report

From: 2/1/2018 To: 2/28/2018

Identifier	Address	Municipality	Date	Inspection Type	Inspector	Primary Contact	Result
86.13-01-65.100	3918-3944 Route 281	Cortlandville	2/20/2018	FS Business	Desiree Campbell	Cortland Station Inc.	Open
86.13-01-65.110	3918-3944 Rte 281	Cortlandville	2/27/2018	FS Mercantile	Desiree Campbell	Cortlandville Crossing LLC	Passed
86.13-01-65.110	3918-3944 Rte 281	Cortlandville	2/20/2018	FS Mercantile	Desiree Campbell	Cortlandville Crossing LLC	Passed
76.19-01-37.200	4295 Route 11	Cortlandville	2/14/2018	FS Multiple Dwelling	Desiree Campbell	Delvecchio Family LLC	Passed
105.08-01-04.000	807 Route 13	Cortlandville	2/12/2018	FS Business	Desiree Campbell	Bestway Enterprises Inc	None

Total Inspections: 5

Complaint By Date

Complaint #	Open Time	Location	Identifier	Complaint Type	Status*	Owner	Complainant
<i>Open Date: 02/22/18</i>							
12-004	11:53:47	1092 Route 222	86. 13-01- 53.000	Snow Removal	O	Samuel Fish	Internal
					Open Date: 02/22/18 Total #: 1		
<i>Open Date: 02/23/18</i>							
18-005	12:03:01	Bank of America, 1094 Route 222	86. 13-01- 54.000	Snow Removal	O	Far Constellation Realty Ban	Internal
18-006	12:06:47	Burger King, 1096 Route 222	86. 13-01- 57.100	Snow Removal	O	1096 State Route 222 LLC	Internal
					Open Date: 02/23/18 Total #: 2		
<i>Open Date: 02/28/18</i>							
18-003	11:34:40	4355 Cosmos Hill Rd	76. 17-01- 01.000	Rubbish/Garbage	O	Richard Neiderman	Anonymous
					Open Date: 02/28/18 Total #: 1		
					Grand Total: 4		

*Status: C= completed, O= open, V= void

Permit Search

Search Date : March 20, 2018

<u>Permit #</u>	<u>Permit Type</u>	<u>Date</u>	<u>Status</u>	<u>Identifier</u>	<u>Location Name</u>	<u>Street#</u>	<u>Address</u>	<u>Contact</u>	<u>Department</u>
D18-02	Demolition	02/27/2018	Open	95.16-01-20.00 0		3538	Route 281	John Bergeron	
D18-02	Demolition	02/27/2018	Open	95.16-01-20.00 0		3538	Route 281	Melvin Simon	



Homes and Community Renewal

RECEIVED MAR 19 2018

1-4a

ANDREW M. CUOMO
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

March 16, 2018

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

Re: Executed Grant Agreement
NYS CDBG Project # 287SB902-18 - *Royal Nissan of Cortland, Inc*

Dear Supervisor Tupper:

Enclosed is a fully executed copy of your New York State Community Development Block Grant (NYS CDBG) Agreement for the project listed above. Please retain this agreement in your NYS CDBG grant administration files.

The Office of Community Renewal (OCR) provides a Grant Administration Manual to assist recipients in the administration of their grants. The manual outlines some of the key tasks that should be conducted when administering a NYS CDBG grant and provides information regarding program regulations and policies. It also contains exhibits and forms to be referenced or used during the implementation of a NYS CDBG grant. The Grant Administration Manual, including forms and instructions, can be found at this location on our website, www.nyshcr.org/Forms/NYS-CDBG.

We strongly encourage you to begin the environmental review process for your project as soon as possible to avoid consequential delays in the progress of your project and the disbursement of program funds. Please refer to the OCR Grant Administration Manual for guidance on the environmental review and request for release of funds process. Please note that environmental review documentation must be submitted to the OCR for review and concurrence of release of funds approval prior to the request for funds for any activities including any exempt activities. Costs incurred for exempt activities prior to the submittal of the environmental documents will only be reimbursed by NYS CDBG funds if the OCR concurs with the exempt determination for those activities.

Federal CDBG Program regulations require that OCR identify that the funds awarded in this contract are federal funds and provide the following information for use in preparing any fiscal audit, should the threshold requiring submission of a single audit in accordance 2 CFR Part 200 be met.

Catalog of Federal Domestic Assistance (CFDA) number: 14.228
NYS Community Development Block Grant (CDBG) funds
Source of Funds: U.S. Department of Housing and Urban Development (HUD)

Honorable Richard C. Tupper
March 16, 2018
Page 2

If you have any questions regarding the implementation of your program, please do not hesitate to contact Economic Developer, Kristi Schwebke, at (518) 474-2057.

Sincerely,



Christian M. Leo
President
Office of Community Renewal

CML/pd

Enclosure

cc: Kristin Rocco Petrella, Clerk/Treasurer/Registrar, Town of Cortlandville
Kristi Schwebke, Economic Developer, OCR

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

Project No. 287SB902-18

AGREEMENT, made effective as of the 25th day of January, 2018, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and Town of Cortlandville ("Recipient"), a unit of general local government, with offices at 3577 Terrace Road, Cortland, NY 13045

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in non-entitlement areas located in the State of New York ("State"); and

WHEREAS, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project"), as described in the Recipient's Program Year 2018 Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in an amount not to exceed \$100,000.00 ("Grant Funds").

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. Contents of Agreement. The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; **b)** the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); **c)** applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; **d) Schedule A**, "Special Conditions", and **Schedule B**, "Awarded Budget and Projected Accomplishments", attached hereto and **Schedule C**, "Environmental Review and Release of Funds Requirements, attached hereto.

2. Recipient Performance. **a)** The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: **(i)** the Recipient's application, as amended by the Special Conditions attached as Schedule A; **(ii)** this Agreement; and **(iii)** all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. **b)** The

period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end **January 24, 2020**.

3. Grant Funds. a) The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG funds from HUD pursuant to the Act. b) The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. c) The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: (i) to conform to any revision to which the parties may agree with respect to the Recipient's Application; or (ii) if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.

4. Disbursement of Grant Funds. a) The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension or termination of the Recipient's funding under this Agreement. b) The Recipient shall certify with each request for Grant Funds that: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source. c) The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

5. Use of Grant Funds to Make Loans. If the Recipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG

Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of Recipient, sub-recipient or "borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

6. Subcontracts. The Recipient shall: **a)** require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; **b)** adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; **c)** require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; **d)** remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

7. Program Income. The definition of "program income" and accompanying regulations regarding its usage are found at 24 CFR 570.489(e). Program income generated as a result of Program Year 2000, or later, grant supported activities must be segregated from income derived from activities funded with CDBG funds awarded by HUD prior to Program Year 2000.

8. Records. The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government. All such records shall be maintained and available for inspection, copying and audit during the term and for seven years following the final disbursement of the Grant Funds.

9. Reports. The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

10. Performance Review. The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of

ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

11. Notice of Investigation or Default. The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project, or **(iii)** the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

12. Default. **a)** If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment(s). **b)** The following shall constitute an Event of Default hereunder: **(i)** if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; **(ii)** if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; **(iii)** if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; **(iv)** if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; **(v)** if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date, or any wrongdoing on the part of Recipient, sub-recipient or "borrower". **c)** Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: **(i)** terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; **(ii)** commence a legal or equitable action to enforce performance of this Agreement; **(iii)** withhold or suspend payment of Grant Funds; **(iv)** exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any

activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

13. Equal Opportunity Requirements and Procedures. Under Article 15A of the New York State Executive Law, all award recipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article. Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified Minority and Women-Owned Business Enterprises are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by HTFC pursuant to Section 313 of the Article. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <http://www.esd.ny.gov/MWBE.html>

14. Indemnification. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

15. Non-Liability. Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

16. Statute of Limitations. No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work

performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

17. Service of Process. In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.

18. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.

19. Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

20. Nonwaiver. The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.

21. Assignment. No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.

22. Successors. This Agreement shall be binding upon the successors in office of the respective parties.

23. Assurance of Authority. The Recipient hereby assures and certifies that: a) The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. b) A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an

official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. d) The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. e) Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.

24. Photography Release. Recipient shall require any Third Party to execute a photography release, an example of which is available in the OCR website at <http://www.nyshcr.org/Forms/NYS-CDBG> or a release in substantially similar form thereof.

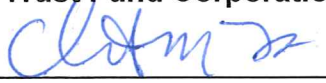
25. Expenditure of Funds. Recipient shall complete the Environmental Review Record, obtain approval for a Request for Release of Funds and submit the first request for funds to the OCR within 270 days of the date of the grant award.

26. Project Completion. Recipient shall submit the Final Annual Performance Report and report all accomplishments within six (6) months of the final request for funds or within thirty (30) days of the termination date of this agreement, whichever occurs first.

27. Entire Agreement. This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: 

Name: Christian M. Leo

Title: President

Town of Cortlandville

By: 

Name: Richard Tupper

Title: Supervisor

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A
SPECIAL CONDITIONS

As a condition necessary to execute the NYS CDBG grant agreement, the Town of Cortlandville must:

N/A

Schedule B

2018 Awarded Budget & Projected Accomplishments

Project Number:		287SB902-18		
Community	C/T/V	County	Type	Awarded Amount
Cortlandville	Town	Cortland	Small Business	\$100,000

Award Budget:

Funding Source	Amount
CDBG	\$100,000.00
Equity	\$52,200.00
Local	\$108,800.00
Projected Total Funding:	\$261,000.00

Activity Budget Detail

Activity(ies)	Projected Use	Amount
assistance to Royal Motors	ED Grant FF & E	\$95,000
	Program Delivery	\$1,000
T. of Cortlandville grant administration	Grant Administration	\$4,000
		\$100,000

Projected Accomplishmen

287SB90218-01	assistance to Royal Motors	
	Jobs Created/Retained	
	New Full Time	6
	New Full Time - made available to LMI	4
	New Full Time - taken by LMI	4

Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCCEP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - Norty Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSERDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)

SCHEDULE C

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release of Funds (RROF) or concurrence must be approved by the Office of Community Renewal (OCR) prior to incurring any project costs.

Exempt costs that are directly associated with the completion of the ERR and obtaining approval for release of funds or concurrence and incurred prior to the release of funds will be eligible for reimbursement. However, Recipients still incur costs for exempt activities at their own risk.

For any activities that are other than exempt, any costs incurred prior to the release of funds will not be eligible for NYS CDBG reimbursement. Recipients that incur costs for activities other than exempt prior to the approval of the release of funds or issuance of a concurrence letter do so at their own risk.

Carefully review all Environmental Review requirements, which can be found in Chapter 2 of the OCR. This includes, but is not limited to:

1. Designate a Certifying Officer and Environmental Responsibility Certification.
2. Establish the Environmental Review Record
 - a. Program activities
 - b. Program classification
 - c. Regulatory compliance documentation
 - d. Environmental assessment and determination (when applicable)
 - e. Public notices (when applicable)
3. Determine NEPA
 - a. Exempt
 - b. Categorically Excluded (a) and/or (b)
4. Compliance with Related Laws at 24 CFR 58.5, 24 CFR 58.6 and HUD Environmental Procedures at 24 CFR 50.4
5. Determine SEQR
 - a. Type I
 - b. Type II
 - c. Unlisted
6. SHPO compliance
7. THPO compliance
8. Documentation that all environmental permitting has been addressed, for example, Army Corps of Engineers, Department of Health, Department of Environmental Conservation, Etc.
9. Documentation of compliance with floodplain management
10. Environmental Impact Statement (if applicable)
11. Documentation of publication of NOI/RROF or combined FONSI/NOIRROF (when applicable)



February 9, 2017

Supervisor Richard Tupper
Town of Cortlandville
Raymond G. Thorpe Municipal Building
3577 Terrace Road
Cortland, New York 13045

*RE: Town of Cortlandville- Comprehensive Plan
CHA Proposal No. X49379*

Dear Supervisor Tupper,

CHA is pleased to submit this proposal for the preparation of a Comprehensive Plan for the Town. As previously discussed, the Town has not updated the plan in quite some time, and significant development has occurred in the Town over the years. There is also the potential for future changes to occur within the Town due to ongoing improvements along the NYS Route 281 and Route 13 corridors. Also, the Town's current undertaking of the Farmland Protection Plan will provide an integral component to an updated Comprehensive Plan.

Our Scope of Services, Schedule, and Fee are outlined below. As always, we look forward to our continued working relationship with the Town and are enthusiastic about completing this project with you. If you have any questions, or require additional information, please feel free to contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Trasher', is written over a horizontal line.

James F. Trasher, P.E.
Vice President

cc: John Proud, Town Councilor

JFT/bc

V:\CHA200_Proposals\Facilities\Proposal_16\Campus and Institutional\Government\X49379_Town of Cortlandville Comprehensive Plan\X49379 Town of Cortlandville Comprehensive Plan Proposal-2_9_17.doc

SCOPE OF WORK

Project Approach

Cortlandville has experienced substantial new development and the redevelopment of existing properties in many areas since it adopted the *Development Plan for Cortlandville* (1978). Development activity has occurred west and southwest of the City of Cortland along the NYS Route 281 and Route 13 corridors. Active agricultural land continues to decline while development increases. Evidence of this trend is reflected by numerous “for sale” signs marketing large agricultural parcels.

Within the last decade the community has seen more than 500,000 square feet of commercial and industrial development on more than 150 acres. Cortlandville continues to see steady growth in population. The 2010 Decennial Census indicated the population of Cortlandville increased 7.5 percent (590 individuals) between 2000 and 2010 from a population of 7,919 to 8,509. This increase in population also creates a demand for housing.

With the exception of the *Land Use and Aquifer Protection Plan adopted in 2002*, the Development Plan has not been updated or supplemented. Land uses have changed substantially since that time as rural land has given way to more suburban types of development.

Typical of a community experiencing change is the challenge of balancing the issues of growth and quality of life. The goals for preparing the Comprehensive Plan are as follows:

- Develop a vision, which reflects the overall values of the Town;
- Establish realistic and quantifiable goals that can be obtained and are consistent with the Towns values;
- Prepare a plan which provides the technical foundation for implementation of the Towns vision.

CHA will work with the Comprehensive Plan Committee (Committee) to provide the necessary guidance and know-how that will enable the Town to make informed decisions regarding Cortlandville’ s future. Our creative implementation strategy is results orientated and one which we have found successful in our thirty five years of providing comprehensive planning to municipal clients. CHA brings experience, dedication and the ability to take a “fresh look” at those areas that make the Town of Cortlandville unique.

The most successful Comprehensive Plans are those that involve active collaboration between the community, the Committee and CHA. A community that is engaged in this planning process will lead to a plan that most accurately reflects its values and goals and as a result is more likely to be implemented. Included in this scope are a number of ways by which the committee and the community will be active participants in the planning process.

The planning process will be based upon the following major tasks outlined below in the Scope of Work. Project completion through Plan adoption is anticipated to occur within a maximum of twelve months from the notice to proceed. Work completed beyond this timeframe will be considered beyond the scope of this project.



Plan Scope

Task 1.0 Community Involvement

The community involvement process is a critical plan element. The community involvement process will be a collaborative effort among all of the participants. CHA and the Committee shall develop and carry out a program of community outreach that will consist of the following:

1.1 Comprehensive Plan Committee (Committee)

The Town shall establish an ad hoc Comprehensive Plan Committee to oversee the Comprehensive Planning activities and process, chair and administer the community meeting, review and critique the draft materials provided by CHA, provide input to the plan and act as a sounding board for the community. CHA shall provide technical assistance to the Committee.

1.2 Website

The Town's website will be used to keep the community informed of project progress and encourage participation and input into the comprehensive plan process. CHA will work with the Town's website manager to include some or all of the following elements:

- Project overview
- Schedule of public meetings
- Summaries of public meetings
- Copies of final reports or documents prepared for the project such as resource maps, vision statement, plan goals, recommendations and action items.
- A contact page that allows users to ask questions and provide feedback into the various elements of the Plan.

1.3 Public Workshops

CHA shall conduct two (2) public workshops during the planning process to inform and solicit input into the comprehensive plan.

1.4 Committee Workshops

CHA shall attend, prepare, and assist for a series of six Committee workshops. The Town may consider having the Planning Board also participate. CHA shall present reports on the progress of the Plan for discussion and comments by the board. Specific time will be set aside at the workshop for public participation and comments, however the work of the Committee will be the main agenda at these meetings. The materials to be presented at the Committee workshops will be available to Committee members at least one week in advance of the workshop. The subject of the workshops are as follows:

Workshop No. 1 - Orientation - Project Kick-off meeting

Workshop No.2 - Inventory and Analysis

Workshop No. 3 - Visioning: Goals and Objectives

Workshop No. 4 - Plan Recommendations

Workshop No. 5 - Action Plan for Implementation

Workshop No.6 - Draft Plan

1.5 Board Actions

Upon recommendation of the Committee, the Town Board can begin the plan adoption process. This will require the Town Board to refer the proposed comprehensive plan to the county planning board for review and recommendation as required by section 239-m of the general municipal law. The Town Board will also be responsible for compliance with the State Environmental Quality Review Act. CHA will provide guidance to the Town Board throughout the adoption process to ensure all proper actions have been taken to adopt the plan.

1.6 Public Hearing

CHA shall attend, assist and prepare for one Public Hearing with the Town Board during the plan adoption process.

Task 2.0 Inventory & Analysis

This work task documents the current conditions of the community by plan elements including resources, assets, problems, needs and opportunities. It includes written descriptions, tables and graphics as may be appropriate. It is a summary data collection and review of previous reports, studies, etc.

Selected trends over the past decade or so will be analyzed to determine where the Town is heading if it stays on its current course. This work task is also the basis for formulating community goals and objectives (measurable if possible). The work product will consist of graphics (maps and photographs), tables and text for new plan elements and those elements described in section 272-a of Town Law.

In order to provide additional focus to critical resources or geographic areas of the Town, the Board may choose to divide the Town into several planning districts. The boundaries of the districts can be manmade or natural features and/or based on a common use such as residential neighborhoods, commercial areas, Town Center, agricultural areas, mixed use, and other relevant designations. The discussion that follows summarizes the information that will be collected and analyzed as part of our scope of services.

All work associated with the inventory and analysis will be based on readily available information. Original studies, research and reports are not included and not the intent of the comprehensive planning process.



2.1 Existing Land Use

The inventory includes land characteristics and potential use, existing land use inventory, existing land use problems, and opportunities and constraints. Special attention will be focused on existing land uses that reflect the character of the community or the character the community wishes to retain such as agricultural land uses and cultural features.

2.2 Agricultural Resources

Farmlands and farming activities will be inventoried including the extent and type of current agricultural activities, farmer-owned and leased land, and the challenges and opportunities for farming as a land use and business in Cortlandville will be explored. Information from the Town of Cortlandville Agriculture and Protection Plan currently underway will be utilized to complete this section of the Comprehensive Plan.

2.3 Population Characteristics and Housing Conditions

The most current data on population characteristics including demographics, income, education levels, and forecasts will be reviewed. Current housing stock, conditions, types and values, as available through the Census data, will be evaluated.

2.4 Transportation

We will complete an overview of transportation infrastructure, including roadways, pedestrian and bikeway systems, other public and private transportation facilities or systems. This will include a review of existing traffic studies addressing roads within the Town. A graphic delineating the Town's road system along with designated trails and other pedestrian and bicycle features will be developed from existing GIS data.

2.5 Open Space and Recreation

An inventory of public open spaces, parks, golf courses, preserves, etc. will be conducted. Recreational needs will be identified with guidance from the committee and public input.

2.6 Infrastructure

Working with municipal officials, existing sewer, water and stormwater systems will be identified. Based on this inventory existing and projected needs will be analyzed.

2.7 Community Facilities

Educational facilities, fire stations, equipment and personnel; police stations, equipment and personnel; libraries, medical, municipal buildings and other facilities will be inventoried.

2.8 Environmental and Physical Characteristics

Natural resources including flood plains, watersheds, wetlands, topography and soils, environmentally sensitive areas and areas of local concern will be identified through available mapping.

2.9 Historic and Cultural Resources

This section will include an inventory of significant cultural resources within the Town. It will also identify events and activities of historical or cultural importance to the Town and surrounding area, as obtained through the Town Historian.

2.10 Growth Management

We will review and analyze existing Growth Management tools such as zoning and development regulations and their effectiveness in directing desired development to appropriate locations within the Town.

Task 3.0 Development of a Comprehensive Vision

3.1 Vision Statement

CHA will work with the committee to establish a vision statement for the Town and for each planning element, as appropriate. This statement will serve as the guiding framework for decisions and recommendations throughout the planning process. As a simple statement, the vision clearly states the plan's overriding theme and what the community desires the Town to be in the future.

CHA will moderate a workshop with the Committee. We will assist this group in identifying the Town's vision statement through the following process:

- Based upon input received during the workshops 1 and 2 and the review of existing planning documentation and information collected to prepare the inventory and analysis, CHA will generate a draft vision statement for consideration.
- CHA will moderate a brainstorming session that will discuss the vision statement(s) and add or delete language as needed.

This vision statement(s) will be included in all comprehensive planning documentation.

3.2 Goals and Objectives

CHA will assist the Committee establish the goals of the plan. Goals will support the vision statement and will be measurable and quantified where possible. These goals and objectives will translate into action policies and programs, and will focus on priority elements as directed by the Committee.



The goals and objectives will set the framework for the eventual implementation of the updated Comprehensive Plan.

Task 4.0 Plan Recommendations

CHA will prepare a preliminary draft Comprehensive Plan that will include recommendations for land use, transportation, community facilities, and utilities or a combination of these as deemed appropriate based on the results of the inventory, visioning, and public input. These recommendations may be organized by planning area or topic, depending on the preference of the Town. The recommendations will accompany a land use plan graphic that will illustrate the proposed land uses at a level of detail appropriate for future refinement as zoning districts. The planning process may also reveal the need for a more detailed or focused planning effort on specific areas of the Town in order to determine the most appropriate land uses and related features.

4.1 Land Use

The land use is the major component of the comprehensive plan as it will affect and be affected by the other elements of the plan. This component can range from very specific (level at which zoning can be revised) to very generic when consensus cannot be reached and further study at a more detailed level is required later. This component could include residential, commercial and industrial development, as well as open space, recreation, and agricultural uses.

4.2 Transportation

Transportation recommendations will address major existing deficiencies in the transportation network and the intended future condition. As many communities look to conserve energy, save on maintenance costs, and improve the health and well-being of their residents, recommendations may focus on increased pedestrian and multi-use path options, organization of land uses to reduce vehicular trips, preservation of rural character, and the reduction of congestion.

4.3 Community Facilities

A plan for community facilities will likely include recommendations to maintain or improve upon current levels of service for public education, emergency services, and community provided services/facilities such as libraries.

4.4 Utilities

Recommendations are likely to focus on water supply and distribution, sewage collection and treatment, and stormwater management, including local flooding issues. Water and sewer availability are typically strong growth management factors and how, where and at what rate the Town grows may well be dictated by water and sewer policies.

Task 5.0 Implementation and Action Plan

Critical to the Comprehensive Plan will be the identification of appropriate implementation strategies. To be successful the implementation strategies must be well defined and obtainable within a specific time frame. The implementation strategies will be developed consistent with the vision of the town and plan recommendations and may include such things as zoning modifications, neighborhood plans, capital improvement plans, etc. Action items will be prioritized by the community and will become part of the final plan.

Task 6.0 Plan Adoption

The plan adoption process will include the preparation of a Draft Plan that will be referred to the Town Board on behalf of the Committee. The Town Board will then have the opportunity to formally review the document (it is our hope that there will be a committee liaison to the Town Board that will be providing frequent updates on the planning process and that the Board will be fully engaged in the planning process from the early stages). The Town Board would then provide the document for public review and set a date for a public hearing to adopt the Plan. The Town Board would also be responsible for undertaking the State Environmental Quality Review Act (SEQR) process and will refer the Plan to the County for Section 239-m review. The public hearing will provide the public an opportunity for a final review of the Draft Plan. Comments will be incorporated into a Final Plan.

6.1 Draft Plan Preparation

CHA will prepare a preliminary Draft Plan for review by the Steering Committee and will make one round of revisions prior to referral of the Draft Plan to the Town Board. The Draft Plan will include an introduction, inventory and analysis (sometimes incorporated as an appendix), vision/goals & objectives that will also provide the results of the community outreach component, plan recommendations, and the implementation plan.

6.2 State Environmental Quality Review Act (SEQR)

The preparation of a Comprehensive Plan is a Type 1 Action under SEQR Part 617.4 and will require the completion of a Full Environmental Assessment Form (LEAF). The overall goal of a Comprehensive Plan is to provide a framework for a community to guide land use to meet its existing and future needs with respect to public health, safety, and general welfare. As a Comprehensive Plan is generally considered to be protective of the built and natural environment; it is anticipated that an Environmental Impact Statement will not be required and Negative Declaration will be prepared and filed.

6.3 Final Plan

CHA will incorporate any changes to the Plan authorized by the Town Board during the public comment period. For the purposes of this scope, it is assumed that these changes will be minor and editorial in nature. Any major changes in the plan are not included in this scope and are not anticipated assuming the public outreach tasks previously described are implemented. By this stage



of the planning process, there is typically no new information and consensus of critical issues, such as land use, has been achieved.

CHA will provide electronic copies of a final draft Comprehensive Plan available for public review through links on the town website. Two hard copies will be also available at the Town Hall and Town Library. CHA will assist the Town in the conducting the required public hearing.

CHA will make one (1) set of final revisions upon completion of the public hearing and will provide one color plot of the Future Land Use Plan as well as color PDF version of the Final Plan for the Town. Printing of multiple copies of the plan can be provided as additional services.

SCHEDULE

CHA will begin work upon the Town's issuance of a Notice To Proceed. Once work has commenced, CHA anticipates that the Final Comprehensive Plan will be completed within 12 months.

FEE

CHA will be compensated on a lump sum basis, as follows:

Task 1.0	Community Involvement	\$ 38,100.00
Task 2.0	Inventory & Analysis	\$ 21,950.00
Task 3.0	Development of a Comprehensive Vision	\$ 10,700.00
Task 4.0	Plan Recommendations	\$ 31,000.00
Task 5.0	Implementation and Action Plan	\$ 4,500.00
Task 6.0	Plan Adoption	\$ 19,900.00
	*Estimated Expenses	\$ 5,000.00
	TOTAL FEE	\$131,150.00

*All project expenses including postage, mileage, printing/reprographics, photo developing, etc. will be billed at cost.

In accordance with the Municipality Consulting Agreement between the Town of Cortlandville and CHA, dated January 1, 2018, hereby authorizes the Engineer to proceed with the additional services.

Upon return of a fully-executed authorization, this Supplement shall become a part of the Agreement identified above.

Approved By Client:

NAME: Richard C. Tupper

SIGNATURE: _____

TITLE: Supervisor

DATE: MARCH 21, 2018



From: "Bruce Weber" <bweber@cortlandville.org>
To: <townclerk@cortlandville.org>
Date: 03/09/2018 11:04 AM
Subject: Fwd: Fw: ZONING CHANGES



Kristin,

So we don't double our efforts will you make sure this gets to the Town Board. Thanks, Bruce

-----Original Message-----

From: "Katherine Wickwire" <Kwickwire@twcny.rr.com>
To: "bruce weber" <Bweber@cortlandville.org>, <joanpts@yahoo.com>
Date: Fri, 9 Mar 2018 10:11:31 -0500
Subject: Fw: ZONING CHANGES

I received this letter today. He would like it included in the record. Kathy

From: Stephen Jones
Sent: Friday, March 09, 2018 6:17 AM
To: jfolmer@cortlandville.org ; townclerk@cortlandville.org ; kwickwire@twcny.rr.com ; nrenzie@twcny.rr.com ; jad@cardinalelawfirm.com ; cnewell@twcny.rr.com ; nasrin.parvisi@gmail.com
Subject: FW: ZONING CHANGES

Dear Cortlandville Planning Board Members,

I am forwarding the following letter, regarding the change of zoning requests presently before the board, to you for your consideration, and the inclusion of same in the public record.

Thank you for your time and the incredible service and guidance you provide the community at large.

Most sincerely,

Steve and Doris Jones
 1142B The Park
 Cortland, NY 13045

Sent from Mail for Windows 10
 882 Carrick Bend Circle
 Unit 101
 Naples, FL 34110
 March 7, 2018
 Cortlandville Town Board
 Town of Cortland
 Raymond G. Thorpe Municipal Building
 3577 Terrace Road
 Cortland, NY 13045

To the Members of the Cortlandville Town Board:

We write this to voice our opposition to the proposed zoning changes effecting Tompkins Street from the Cortland city line extending to McLean Road. This area has existed as a blend of small, mostly day time businesses and residential neighborhoods for several decades. This

area, has some unique features, the character of which is not necessarily evident while driving along Tompkins Street. One of these parcels of approximately five (5) acres is the six (6) businesses and the forty three (43) residential properties which comprise "Village Park." Further development of potentially high traffic, extended hours businesses with their accompanying lighting, noise, and security issues in this area will undoubtedly have a substantial negative impact on both present and future desirability, livability, as well as the sale value and marketability of these units. All of this without even addressing the environmental impacts on the infrastructure and the aquifer.

By simple extrapolated calculation, this single 5 acre parcel (of both businesses and residences) contains rateables of over \$5,000,000 in assessed valuation. That is more than \$1,000,000 per acre. Our thought is that this has to be one of the most valuable residential parcels in the town of Cortlandville. To take any action that would make this area less desirable would seem to be not only financially unwise, but would also be at odds with sound mixed usage development principles.

On a more personal level a decision to permit both a Byrne Dairy Convenience Store and Filling Station, as well as the proposed Storage Squad facility would not only impact the valuation of the Village Park properties as stated above, but would additionally and inexorably impact the lives of the people who presently live there and who have lived there for many years and call it home. [We are sure that we need not point out that there are already three (3) gas stations, and (3) three convenience stores along this same strip from Broadway and McLean Road, a distance of less than one mile. There is also a plethora of storage facilities throughout the township.]

There is a potential resultant effect of these changes that takes a longer view. As Village Park residences are sold for myriad reasons, these primarily privately owned units, with a then substantially reduced attractiveness (again, see reasons above), become more attractive to investors looking to turn Village Park into a primarily "renter" community. The pride of home ownership is then lost, along with the pride of both neighborhood and community. One only has to look at other areas of both the city and the township to see how this transition works over the years to come. [Aside: we think of the grand Victorian houses all over the town that have been turned into multifamily housing and witness exactly how the lack of resident owners, and typically a subsequent rise of police activity impacts the quality of living in those areas.]

Finally, that which is seen, in the myopic view as progress, perhaps in a desire to help balance cash strapped budgets, all too often becomes, in the longer view, a defacto collapse of a community, and its most prize elements: the people, the families, and the sociability that creates loving and caring neighborhoods, which we all call "home."

Thank you for your concern and service to our community.

Most respectfully,

Steve and Doris Jones

1142B The Park

Cortland, New York 13045

Sjones4@twcny.rr.com

Patty O'Mara

From: supervisor1@cortlandville.org on behalf of Stephen Jones <sjones4@twcny.rr.com>
Sent: Friday, March 09, 2018 6:36 AM
To: Patty O'Mara
Subject: [supervisor1] ZONING CHANGES

Dear Cortlandville Town Board Members, et al.,

We are sending this letter to express our concern and opposition to the pending Tompkins Street zoning changes currently before the Board, and of course, for inclusion in the public record. We thank all of you for your continued service. We recognize the many hours each of you puts into serving our community, as well as all that you must continually balance for the betterment of both each resident and all residents of Cortlandville.

Most sincerely,
Steve and Doris Jones
1142B The Park
Cortland, NY 13045

Sent from [Mail](#) for Windows 10

882 Carrick Bend Circle
Unit 101
Naples, FL 34110

March 7, 2018

Cortlandville Town Board
Town of Cortland
Raymond G. Thorpe Municipal Building
3577 Terrace Road
Cortland, NY 13045

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Finally, that which is seen, in the myopic view as progress, perhaps in a desire to help balance cash strapped budgets, all too often becomes, in the longer view, a defacto collapse of a community, and its most prized elements: the people, the families, and the sociability that creates loving and caring neighborhoods, which we all call “home.”

Thank you for your concern and service to our community.

Most respectfully,

Steve and Doris Jones
1142B The Park
Cortland, New York 13045

Sjones4@twcny.rr.com

Sent from Mail for Windows 10

1-8

**AUTHORIZATION TO AMEND THE 2018 BUDGET
GENERAL FUND TOWN WIDE (GFA)**

March 21, 2018

Town Board Meeting

This authorization is to amend GFA to set up a new budget account for the expenses for the Environmental monitoring for the South Hill Dump site.

To record increases in appropriations to be financed from appropriation of additional fund balance from 2017 in the General Fund A.

Debit A599 Appropriated Fud balance - \$25,160.00
Credit A8090.4 – Environmental - \$25,160.00

Thank you
Marcia Hicks
Bookkeeper



March 1, 2018

Mr. Richard C. Tupper, Supervisor
Town of Cortlandville
Raymond G. Thorpe Municipal Building
3577 Terrace Road
Cortland, New York 13045

**RE: Proposal to Perform Post-Closure Monitoring for the South Hill Dump Site
CHA Proposal No.: X53505**

Dear Supervisor Tupper:

CHA Consulting Inc. (CHA) is pleased to submit this proposal to provide post-closure monitoring services for the closed South Hill Dump Site (Site #712009). All monitoring activities will be conducted in accordance with the approved December 2015 Site Management Plan (SMP), prepared by MACTEC Engineering and Consulting, P.C. (MACTEC), for the site. Our proposed Scope of Services, Schedule, and Fee are summarized in the following sections.

I. SCOPE OF SERVICES

2017 Periodic Review Report

CHA will prepare a Periodic Review Report (PRR) for the New York State Department of Environmental Conservation (NYSDEC) in accordance with the SMP, based upon the following work performed:

- The 2017 Annual Groundwater Sampling event, performed by MACTEC (July 2017)
- Landfill maintenance (i.e. mowing), performed by Aztech Environmental Technologies (Aztech) (August 2017)

The PRR will detail the results of the groundwater monitoring and maintenance activities performed during the 2017 calendar year.

2018 Annual Groundwater Sampling

There are eleven (11) existing monitoring wells on the landfill site, all of which are to be sampled on an annual basis. The well sampling program is summarized as follows:

1. All eleven (11) monitoring wells will be gauged, and water levels will be recorded prior to commencing groundwater sampling activities.
2. Groundwater samples will be analyzed for volatile organic compounds (VOCs) via United States Environmental Protection Agency (USEPA) Method 8260B, and target analyte list (TAL) metals via USEPA Method 6010B.

3. All wells will be sampled via passive sampling technology (i.e. HydraSleeves), as required by the SMP.
4. CHA will use a turbidity meter to collect turbidity readings for each sample, and will be documented on the well sampling logs.
5. Sampling of the upgradient well will be conducted first and will proceed through all the wells with the most contaminated well sampled last. Proper decontamination procedures will be followed for all sampling activities.
6. For QA/QC purposes, one (1) MS/MSD and one (1) blind field duplicate sample will be collected during the sampling event. One (1) trip blank will accompany the samples. The QA/QC samples will be submitted to the subcontracted laboratory for analysis along with the groundwater samples.
7. One (1) surface water sample and one (1) sediment sample will be collected from the stormwater detention basin and will be analyzed for VOCs, TAL metals, and polychlorinated biphenyls (PCBs) via USEPA Method 8082.
8. CHA will sample leachate seeps for VOCs, TAL Metals, and PCBs, if seeps are observed on the site at the time of the groundwater monitoring event.
9. All reporting and deliverables from the laboratory will be in accordance with the NYSDEC July 2005 ASP, Category B.
10. A qualified third party will conduct an independent evaluation of data reduction and reporting by the laboratory. The data validation will be performed in accordance with the following documents: "USEPA Contract Laboratory Program National Functional Guidelines for Organic Data Review EPA 540/R-99-008, October 1999" and "USEPA Contract Laboratory Program National functional Guidelines for Inorganic Data Review, EPA 540/R-04-004, October 2004".

2018 Site Inspections

Semi-annual inspections of the landfill site will be performed to identify and document any problems that may have developed with time after final closure of the landfill. One of the inspections will take place while CHA is on site to collect the water samples. CHA will document our observations on a post-closure inspection checklist, in accordance with the SMP.

CHA will immediately report any deficiencies to the Town so that the Town can make any adjustments/repairs necessary before CHA submits the annual report to NYSDEC.

2018 Periodic Review Report

CHA will prepare a PRR detailing the results of all groundwater monitoring and site inspection activities completed for the year. The Annual Report will contain all applicable data, analyses, and site inspection reports, and will be submitted to NYSDEC within 45 days of the end of the certification period. The PRR will be submitted in hard-copy format to the NYSDEC Central Office in Albany and Regional Office in Syracuse, and in electronic format to the NYSDEC Central Office, Regional Office, and NYSDOH Bureau of Environmental Exposure Investigation, per the requirements in the SMP.



II. PROJECT SCHEDULE

CHA will prepare the 2017 PRR within 45 days from receipt of authorizing this proposal. The 2018 activities will be performed in accordance with the following schedule (weather dependent):

- Semi-annual landfill inspections - April 2018 and October 2018
- Groundwater sampling activities will be performed in October 2018
- PRR – within 45 days of the end of the certification period

III. FEE

CHA proposes to be compensated for a not-to-exceed fee of \$25,160 on a time and material basis in accordance with 2018 Municipal Rate Schedule used by CHA (provided below). CHA will invoice for equipment rental, field supplies, and laboratory services at cost.

The fee for each of the four tasks is provided below. The 2018 PRR cost is higher due to the origination of this document for the first time, subsequent events are not anticipated to require as much up-front work to create the document. The April site inspection cost is higher because CHA will be changing locks and verifying the condition of each monitoring well.

2017 PRR	\$ 7,200.00
2018 Annual Groundwater Sampling	\$ 7,400.00
2018 Site Inspections	\$ 3,360.00
2018 PRR	<u>\$ 7,200.00</u>
TOTAL	\$25,160.00

ASSUMPTIONS

The following assumptions are relevant to this proposal:

- We propose to use staff from the Syracuse office to complete this work. The staff are trained to collect groundwater samples following protocols outlined in the approved Site Management Plan.
- The proposed staff are at a level commensurate with the skills needed to collect samples with the required data integrity.
- The staff have the appropriate health and safety training to collect water samples that have organic and inorganic contaminants.
- For health and safety purposes, CHA will utilize a two-person team to complete all field tasks. This is also a more efficient means for sample collection due to the amount of equipment and sample bottles needed at each well location.
- The maintenance of the cap including mowing, plowing access roads in the winter, repairing animal burrows, etc. will be performed by the Town.
- CHA has budgeted for one-half day of field work for each of the site inspections and one (1) full day of field work for the groundwater sampling event.



Thank you for considering CHA for your engineering needs. If this proposal is acceptable, please sign below and return a copy to our office. Should you have any questions, please do not hesitate to contact Laura Cassalia at (315) 228-0717.

Very truly yours,



James F. Trasher, P.E.
Vice President

SM/sc

cc: John Folmer, Town Attorney

Accepted by:

March 21, 2018

Richard C. Tupper, Supervisor

Date

2018 Town of Cortlandville Rates

<u>Title</u>	<u>Rate per Hour</u>
Senior Project Manager/Vice President	\$180
Principal Engineer/Associate Vice President	\$175
Project Manager/Principal Planner	\$150
Senior Engineer/Senior Landscape Architect	\$115
Chief Inspector	\$110
Senior Code Administrator	\$110
Engineer/Landscape Architect III/IV	\$90
Senior Planner/Senior Inspector	\$100
Senior GIS Specialist/Project Scientist	\$95
Landscape Architect/ Engineer II	\$85
Asst. Engineer/Technician/GIS	\$75
Technical Aid/Administrative Assistant	\$50

NOTICE TO BIDDERS

**Town of Cortlandville
Cortland County, New York**

**Gutchess Lumber Sports Complex Phase 1
Contract 1G-General Construction**

Sealed bids will be received by the **Town of Cortlandville at 3577 Terrace Road, Cortland, NY 13045** until **10:00 a.m., April 12, 2018**, at which time they will be publicly opened and read.

The work site is located at the corner of State Route 13 and Byrne Hollow Crossing in the Town of Cortlandville.

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion the work shown on the Drawings and described in these Specifications including, but not necessarily limited to, the following: construction of an outdoor athletic complex including 2 full size synthetic turf baseball fields with dugouts, bullpens and fencing & gates; field irrigation; sports, parking lot, and walkway lighting; scoreboards; concrete sidewalks; playground; parking area; entrance road; water and sanitary sewer systems; electrical systems; storm water drainage; erosion and sediment control; landscaping; and complete site restoration.

Drawings and Specifications may be examined at the Town of Cortlandville Town Hall, 3577 Terrace Road, Cortland, New York 13045.

Complete sets of the Drawings, Specifications, and Bid Forms may be obtained from the Town of Cortlandville Town Hall, 3577 Terrace Road, Cortland, New York 13045 (Issuing Office), in accordance with the Instructions to Bidders. Contract Documents will be provided electronically on a compact disc (CD) in PDF format and may be obtained at no cost. Contractors that obtain Contract Documents from a source other than the Issuing Office must notify the Issuing Office in order to be placed on the official Plan Holders List, receive Addenda, and other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List may not be accepted.

All bids must be made on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope. This is a lump sum bid as described in the Instructions to Bidders. No Bidder may withdraw his bid within forty-five calendar days after the actual date of the opening thereof. Each bid must be accompanied by a bid security in the amount of five percent of the base bid in accordance with the Instructions to Bidders.

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

This project is funded (in part) by a grant from the New York State Empire State Development (NYSES). Approximately \$862,000 of the project cost will be financed with state money; therefore, the successful Bidder will be required to comply with participation requirements for New York State Certified MWBEs (Minority and Women Owned Business Enterprises) and SDVOBs (Service Disabled Veteran Owned Business Enterprises).