

**CORTLANDVILLE TOWN BOARD
AGENDA
SEPTEMBER 18, 2019 - 5:00 P.M.**

Pledge Allegiance to the Flag

A. CALL THE MEETING TO ORDER

B. APPROVE MINUTES

B-1 Town Board Minutes of August 21, 2019

B-2 Receive & file the Cortlandville Board of Assessment Review Minutes of 2018

C. PURCHASE ORDERS

C-1 P.O. #1411, CB Truck Bodies & Equipment, to purchase a Knapheide Platform Body PVMX-413C, in the amount of \$2,980.00

D. AUTHORIZATION TO PAY THE BILLS

E. PRIVILEGE OF THE FLOOR

E-1 District Attorney Patrick Perfetti

F. REPORTS – (Town Clerk)

F-1 Receive & file the Monthly Report of the Code Enforcement Officer for August 2019, submitted by Kevin McMahan

F-2 Receive & file the Monthly Report of the Town Clerk for August 2019

F-3 Receive & file the Monthly Report of the Town Justice for August 2019, submitted by Judge Casullo & Judge Lefevre

F-4 Receive & file the Monthly Report of the Cortland Community SPCA for August 2019

F-5 Receive & file the Monthly Report of the Supervisor for August 2019

G. COMMUNICATIONS

G-1 Receive & file the correspondence dated September 6, 2019 from Charter Communication regarding programming

G-2 Receive & file the correspondence dated September 15, 2019 from Charter Communication regarding programming

G-3 Receive & file the correspondence dated September 16, 2019 from Charter Communication regarding notice of name change

H. OLD BUSINESS

I. NEW BUSINESS

I-1 Town Clerk

I-2 Town Attorney

- I-3 Grants:
a.) Receive & file the executed Grant Agreement regarding the Town-wide Housing Rehabilitation Project CDBG #287HR323-19
b.) Authorize Town Clerk to seek request for proposal for Program Delivery & Administrative Services for the NYS Community Development Block Grant Town – wide Housing Rehabilitation Project CDBG #287HR323-19
- I-4 Re-appoint Greg Robinson to the Cortlandville Board of Assessment Review effective October 1, 2019 for a five-year term to expire September 30, 2024
- I-5 Accept the letter of intent to retire dated September 4, 2019 from Kathy Wickwire, Cortlandville Planning Board effective September 25, 2019
- I-6 Appoint Chris Newell as Chairperson to the Cortlandville Planning Board effective September 25, 2019
- I-7 Appoint Ann Hotchkin to the Cortlandville Planning Board as of September 25, 2019, to fulfill the five –year term of Kathy Wickwire. The term will expire December 31, 2023
- I-8 Set a Public Hearing date of October 2, 2019 at 5; 00 p.m. regarding the enactment of a Local Law amending Chapter 178, Article XVIII, Section 178-112 the Zoning Code of the Town of Cortlandville to permit illuminated signs on properties which are classified as 1.) Business use for freestanding signs; 2.) Professional offices; 3.) Recreational and social activities, and 4.) Religious institutions
- I-9 Authorize the subordination of a deferred payment loan held by the Town with Matthew & Heather Shimer. If adopted, authorize the Supervisor to execute a Subordination Agreement to memorialize the subordination
- I-10 Amend Resolution #199 of 2019 “Authorize Supervisor to sign Purchase Order #0152” to account for a price increase of \$10.00 per computer
- I-11 Receive & file the correspondence dated September 16, 2019 from Pan Jenkins, Cheri Sheridan, & Olga Sheridan regarding the definition of Town’s Zoning Code for Commercial Garages

J. ADJOURN

F-4

Town of Cortlandville-Including Village of McGraw
Monthly Report • August 2019

Dogs Impounded	4
Citizen	1
CCSD	0
SPCA	2
OS	1

Dispositions	4
Redeemed	3
Adopted	0
Euthanized	0
DOA	0
Still at Shelter	1
Transferred	0

*** Dog Seizure and
Disposition Report
Attached 2 of 3;
Waiting for Town Clerk
of Taylor to License 3rd
Dog.

Complaints This Month	17
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Dog Control:

Dog at Large	6
Unlicensed	
Unvaccinated	
Dog Nuisance	
Harass/Barking/Loud	2
Unable to Care for Dog	

Animal Cruelty:

Dog/Cat Abandonment	1
Dog/Cat Abuse	
Dog/Cat Neglect	
Dog/Cat Sick or Injured	2
Loose Farm Animal	1
Animal Neglect/Cruelty	
Inappropriate Shelter	1
Hot/Cold Vehicle	3

Dispositions:

Compliance Order	1
No Violation	
Completed	6
Unable to Locate	1
Animal Picked Up	6
Returned to Owner	
Pending Investigation	
Charges/Arrest	2

YTD: 100
Animal Control:
 Injured Wildlife: 1

Tickets Issued:		
<u>Ticket #</u>	<u>App Date</u>	<u>Offense</u>
340	8/19/2019	DAL
341	8/19/2019	Dog Harass
350	8/19/2019	Cruelty

Tickets Issued: 3
Dogs Impounded this month: 4
Cats Impounded this month: 6

Tickets Issued YTD: 18
Dogs Impounded YTD: 28
Cats Impounded YTD: 62



September 6, 2019

Re: Charter Communications – Upcoming Change

Dear Municipal Official:

At Charter, locally known as Spectrum, we continue to enhance our services in order to offer more entertainment and communication choices, and to deliver the best value to our customers. We are committed to offering our customers with products and services we are sure they will enjoy.

Programming fees charged by TV networks we carry are the greatest single factor in higher cable prices, and continue to rise. Despite our best efforts to control these costs, this has resulted in a change in the rates we charge our customers.

Effective on or after September 6, 2019, customers are being noticed via bill message of the following monthly pricing changes, which will take effect on or after October 6, 2019. Customer promotional rates will not change until the end of the promotion period.

Services/Products/Equipment	Pricing Adjustment
Broadcast TV Surcharge	Will increase by \$1.51. This reflects the costs incurred from local Broadcast TV Stations.
Spectrum Receiver	Will increase by \$0.49 per receiver.
Digital Adapter	Will increase by \$2.00 per adapter.
Spectrum TV Select	Will increase by \$7.50
Spectrum TV Silver	Will increase by \$7.50
Spectrum TV Gold	Will increase by \$7.50

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,

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



September 15, 2019

Re: Charter Communications – Upcoming Change

Dear Municipal Official:

Charter Communications, locally known as Spectrum, is making its customers aware of the following programming changes in the channel lineup serving your community.

On or around October 15, 2019, Fox College Sports will no longer be available on all service tiers.

On or around October 19, 2019, ESPN Classic will no longer be available on all service tiers.

To view a current 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

Charter

COMMUNICATIONS

September 16, 2019

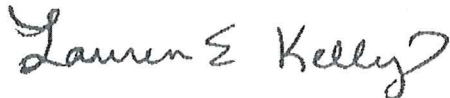
Re: Time Warner Cable Northeast LLC – Notice of Name Change

Dear Municipal Official:

Time Warner Cable Northeast LLC recently changed its name to Spectrum Northeast, LLC. As a result, Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. ("Charter"), now holds the franchise to operate the cable system in your community. This was only a name change – there was no change of control of the franchise holder or transfer of the franchise. There will be no change in the service your community receives from Charter, and we look forward to continuing to serve your community.

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,



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



Homes and Community Renewal

RECEIVED SEP 17 2019

1-3a

ANDREW M. CUOMO
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

September 12, 2019

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

Re: Executed Grant Agreement
NYS CDBG Project # 287HR323-19

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, <https://hcr.ny.gov/community-development-block-grant>.

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
September 12, 2019
Page 2

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

Sincerely,

A handwritten signature in black ink, appearing to read 'JP', with a large, stylized flourish on the left side.

Jason Purvis
Vice President, Federal Programs
Office of Community Renewal

Enclosure

cc: Kristin Rocco Petrella, Clerk/Treasurer/Registrar, Town of Cortlandville
Ben Mattison, Community Developer, OCR

RECEIVED

AUG 13 2019

RECEIVED JUL 16 2019

OFFICE OF COMMUNITY RENEWAL
NEW YORK STATE

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

Project No. 287HR323-19

AGREEMENT, made effective as of the 27th day of June, 2019, 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 the Town of Cortlandville ("Recipient"), a unit of general local government, with offices at 3577 Terrace Road, Cortland, New York 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 2019 Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in an amount not to exceed \$336,000 ("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 **June 28, 2021**.

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. Program Income is defined as the gross income, which includes principal and interest, of the Recipient or its Subrecipients that was generated from the use of CDBG funds when such total exceeds \$35,000 as provided in 24CFR570.489(e). When the income is generated by an activity that is only partially funded with CDBG funds, the income must be prorated to reflect the percentage of CDBG used.

The gross income from the CDBG funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by the Recipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, the Recipient must submit the account bank settlements to OCR, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000. The OCR will provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to HTFC at the end of the State's fiscal year with a Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by the Recipient or Subrecipients without HTFC written consent.

Gross income accrued after the grant has been closed out by the HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the HTFC.

Real property sold with five (5) years from the date of closeout by the HTFC, must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the HTFC, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by the Recipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

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 c) 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 <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

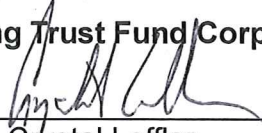
25. Expenditure of Funds. Recipient shall complete the Environmental Review Record, obtain approval for a Request for Release of Funds and submit the first request for funds to the OCR within 270 days of the date of the grant award.

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: Crystal Loffler

Title: ~~Acting President~~ Deputy Commissioner
Office of Community Renewal

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

(Not Applicable)

Schedule B

2019 Awarded Budget & Projected Accomplishments

Project Number: 287HR323-19				
Community	C/T/V	County	Type	Awarded Amount
Cortlandville	Town	Cortland	Rehabilitation	\$336,000

Award Budget:

Funding Source	Amount
CDBG	\$336,000.00
Other	\$20,000.00
Projected Total Funding:	\$356,000.00

Activity Budget Detail

Activity(ies)	Projected Use	Amount
Town of Cortlandville Grant Administrati	Grant Administration	\$16,800
Town of Cortlandville Housing Rehabilita	Rehab & New Construction (SU)	\$275,600
Town of Cortlandville Program Delivery	Program Delivery	\$43,600
		\$336,000

Projected Accomplishmen

287HR32319-01	Town of Cortlandville Housing Rehabilitation	
	Persons	
	Owner	19
	LMI Owner	19
	Units	
	Owner	10
	LMI Owner	10

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

SPECIAL CONDITIONS

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)

Town of Cortlandville
Town Board Meeting – September 18, 2019

RESOLUTION # AUTHORIZE TOWN CLERK TO SEEK “REQUEST FOR PROPOSALS” FOR PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES FOR THE NEW YORK STATE COMMUNITY DEVELOPMENT BLOCK GRANT TOWN-WIDE HOUSING REHABILITATION PROJECT

(CDBG #287HR323-19)

Motion by Councilman
Seconded by Councilman
VOTES: AYE - Tupper, Testa, Proud, Ross, Withey NAY - 0
ADOPTED

BE IT RESOLVED, the Town Board does hereby authorize the Town Clerk to seek “Request for Proposals” for program delivery and administrative services for the New York State Community Development Block Grant – Town-wide Housing Rehabilitation Project (CDBG #287HR323-19), and it is further

RESOLVED, the proposals are due no later than 12:00 p.m. on Wednesday, October 23, 2019 and shall be awarded at the Regular Town Board Meeting on Wednesday, November 6, 2019.

TOWN OF CORTLANDVILLE
REQUEST FOR PROPOSALS

CDBG PROGRAM DELIVERY
AND ADMINISTRATIVE SERVICES

1. Request: The Town of Cortlandville, located in Cortland County, is seeking proposals from qualified consultants or consulting firms to provide program delivery and administrative services in conjunction with the Town's \$336,000 New York State Community Development Block Grant (NYS CDBG) Housing Rehabilitation award, CDBG Project #287HR323-19. **M/WBE firms and Section Businesses are strongly encouraged to respond.** The relevant information is set forth below.

2. Description of Grant: The New York State Community Development Block Grant (CDBG) program provides financial assistance to eligible cities, towns and villages in order to develop viable communities by providing decent, affordable housing and suitable living environments, as well as expanding economic opportunities, principally for persons of low and moderate income. With \$336,000 in NYS CDBG funds, the Town will provide assistance to 10 low and moderate income households in the form of a 100% deferred payment loan. Structured as a non-interest bearing, 5-year diminishing lien, the loan will only need to be repaid if the house is sold within 5 years of completion of the rehabilitation. Priority will be given to household components that pose a health and safety threat to the occupants. There are currently 24 households on the Town's waiting list, with 20 households determined to be substandard and low and moderate income households. The Town has an additional waiting list of 10 households that are interested in future grant funding opportunities.

3. Services to be Provided:

a. Rehabilitation Program:

1. Provide final design for all rehabilitation activities;
2. Establish or update eligible contractors list;
3. Identify all eligible properties and contact homeowners;
4. Establish rehabilitation guidelines;
5. Provide client intake and qualification;
6. Perform preliminary property inspections, prepare work write-ups and cost estimates;
7. Assist homeowners in contractor selection;
8. Bid all work;
9. Encumber contracts;
10. Prepare loan documents or deferred payment agreements;

11. Work with Town's legal counsel placing mortgages on project properties, if required;
12. Provide all necessary final inspections;
13. Act as liaison between Town, property owner, and contractor;
14. Monitor total expenditures on all properties and provide data on program for all reports;
15. Provide an EPA Lead Based Paint Risk Assessor to assure program complies with Lead Based Paint Hazard requirements;
16. Provide BPI certified energy audits for each project.

b. General Administration:

1. Prepare all necessary contract and payment documentation;
2. Maintain separate grant accounting system;
3. Prepare and submit status of fund reports and other reports to Town as directed;
4. Work with Town to assure all accounting is included in Town accounting system.

c. Miscellaneous:

1. Prepare Environmental Review pursuant to NEPA and NYS guidelines;
2. Prepare all documentation as required by NYS;
3. Attend meetings, as necessary;
4. Advise Town Clerk, Town Board and Supervisor in all matters relating to grant;
5. Prepare any amendments as necessary;
6. Prepare and submit Annual Performance Reports and Semi Annual Status Reports and any other reports as required by NYS;
7. Prepare all close-out documentation required by NYS.

4. Submission Requirements:

- a. Statement of qualifications, including identification of similar programs that have been administered;
- b. Relevant references (minimum of five) including at least one each from the Office of Community Renewal (OCR) and the NYS Division of Housing and Community Renewal that are aware of work experience;
- c. Management plan including identification and description of the location in the Town of Cortlandville where client services will be provided;
- d. Timetable for completion of projects;
- e. Cost proposal including:
 1. Attach list of reimbursable costs and method of charging.
 2. Attach schedule for disbursement of fee.
 3. Attach fee for Lead Based Paint Risk Assessor services for each project.
 4. Attach fee for energy audit for each project.
- f. Resumes, identity and qualifications of professional personnel to be assigned to the program. Including rehabilitation specialist, administrative support staff and a list of supervisor(s).

5. Evaluation Factors:

- a. Qualifications and references; including experience in similar community development projects administration (Minimum Qualifications are providing Program Delivery and Administrative services for at least one CDBG housing rehabilitation program funded by OCR); weighted at 50%;
- b. Management and availability; including project schedules, management plan, level of services provided, physical proximity to organization's personnel; weighted at 20%;
- c. Cost and reasonableness of fee; consider fees as related to service, charges for reimbursable costs; weighted at 15%;
- d. Other factors deemed important by the community; including previous experience with the consultant; weighted at 15%.

6. Time Frame:

- a. Contract to be executed by Town and Consultant immediately following OCR approval if applicable;
- b. Consultant will initiate services for Environmental Review within 2 weeks of execution of contact;
- c. All projects to be completed on or about June 28, 2021;
- d. All requests for funds must be submitted to OCR by July 28, 2021.

7. Method of Payment:

- a. Administration and Program Delivery to be paid with CDBG funds in accordance with the schedule outlined in the contract and pursuant to OCR regulations;
- b. All invoices for services will be reviewed and approved by the Cortlandville Town Board, which meet the first and third Wednesday of each month.

8. Submission of Proposals:

- a. The Town of Cortlandville will accept proposals from qualified consultants and consulting firms until Noon on Wednesday, October 23, 2019. Proposals should be clearly marked “RFP – CDBG Housing Rehabilitation 2019” on the outside of the envelope and shall be received in the Town Clerk’s Office, which is located at the Raymond G. Thorpe Municipal Building, 3577 Terrace Road, Cortland, New York 13045. Only one copy is required to be submitted.

9. Selection and award of contract:

- a. Proposals will be reviewed immediately upon receipt. Selection will be made on or about November 6, 2019 with contracts awarded upon OCR Review.

10. Budget:

- a. Will be provided upon request.

11. Questions about this RFP:

- a. For further information please contact Town Clerk, Kristin Rocco-Petrella by phone at (607) 756-5725 or by email, townclerk@cortlandville.org.

TOWN OF CORTLANDVILLE**LEGAL NOTICE**

PLEASE TAKE NOTICE that a Public Hearing will be held by the Town Board of the Town of Cortlandville on October 2, 2019 at 5:00 p.m. at the Raymond G. Thorpe Municipal Building, 3577 Terrace Road, Cortland, New York 13045, concerning the enactment of a Local Law amending Chapter 178, Article XVIII, Section 178-112 the Zoning Code of the Town of Cortlandville to permit illuminated signs on properties which are classified as: 1. Business uses for freestanding signs; 2. Professional offices; 3. Recreational and social activities, and 4. Religious institutions.

The text of the proposed Local Law is available for examination at the office of the Town Clerk and is also available online at <https://www.cortlandville.org>.

At said hearing, all persons wishing to comment on the proposed Local Law shall be given the opportunity to be heard,

By order of the Town Board of the Town of Cortlandville.

Dated: September 16, 2019

Kristin Rocco-Petrella, RMC
Town Clerk/Tax Collector
Town of Cortlandville

Town of Cortlandville
Town Board Meeting – September 18, 2019

RESOLUTION # AMEND RESOLUTION #199 OF 2019, “AUTHORIZE
SUPERVISOR TO SIGN PURCHASE ORDER #0152” TO
ACCOUNT FOR A PRICE INCREASE OF \$10.00 PER
COMPUTER

Motion by Councilman
Seconded by Councilman
VOTES: AYE – Tupper, Testa, Proud, Ross, Withey NAY – 0
ADOPTED

WHEREAS, per Resolution #199 of 2019, the Town authorized and directed the Supervisor to sign Purchase Order #0152 to be paid to HP Inc. to purchase eight (8) new desktop computers for offices in the Raymond G. Thorpe Municipal Building in order to be compatible with the upgrade from Windows 7 to Windows 10 (NYS AGG BUY Enterprise Desktops, Reference Model #31374936) at the unit price of \$547.83, for the total cost of \$4,382.64, and

WHEREAS, HP Inc. has upgraded the processor on the NYS AGG BUY to the i5 9500, resulting in a price increase of \$10.00 per computer, therefore

BE IT RESOLVED, the Town Board does hereby amend Resolution #199 of 2019, “Authorize Supervisor to Sign Purchase Order #0152”, regarding the purchase of eight (8) new desktop computers for the offices in the Raymond G. Thorpe Municipal Building, due to a change in the HP model from the NYS AGG BUY (Reference Model #31666081), resulting in a price increase of \$10.00 per computer, for the unit price of \$557.83, and for the total cost of \$4,462.64.

Leach 2019 PJ to Cortlandville Pl Bd and officials 9 16 2017 submitted

1-11

Dear Mr DelVecchio, Mr Tupper, Ms Wickwire and Cortlandville Planning Board members; Cortlandville Town Board members and officials; Mr Dineen and Cortland County Planning Board members,

We are submitting 12 copies of the following documents for the record.

- * Town of Cortlandville definition of **Commercial Garage**
- * Leach's signed narrative which accompanies his September 12, 2019 application, in which he explains the building was built for his garbage and recycling business equipment. "This equipment is for the operation related to Leach's Trash Service, residential and commercial hauling..."
- * Chapter 178, Article VIII, 178-36.2 : Uses subject to Conditional Permit in B2 (trash and recycling business does not appear on this list)
- * Leach's GML form indicating he is applying for Article VIII 178-36-2F. (Commercial garages and automotive repair shops)
- * Chapter 178, Article XIV 178 -75 A and B : Structure/use requirements for Conditional Permit
- * Pam Jenkins' 2017 Notice of Administrative Appeal of the Code Enforcement Officer's determinations. This will be followed by a 2019 Appeal.
- * October 2017 Judge Cerio's Order on Jenkins II Article 78 (first and last page)
- * June 2019 Judge Cerio's Order on Jenkins 11 Article 78 (first and last page)

Leach does not own or operate a **Commercial Garage** on the 3.11 acre site of his trash and recycling business. He never has. Tallmadge Tire is a Commercial Garage. CARS on Rt 13 is a Commercial Garage, various auto repair and muffler

shops are Commercial Garages. Leach's Trash and recycling business is not a Commercial Garage.

Leach's signed narrative details how the building was built for his trash and recycling business...he does not plan to operate a Commercial Garage at that site.

Parking a garbage truck or recycling equipment in that building does not cause that building to meet the **Cortlandville definition of a Commercial Garage**.

Under General Municipal Law Article VIII 178-36-2F does not apply, he cannot apply for that permit.

Every other time Leach built or expanded his trash business on that site he was required to apply for a Use Variance.

This is another expansion of Leach Custom Trash.

Please see Judge Cerio's Order of June 2019.

Thank you,

Pam Jenkins, Cheri Sheridan, Olga Sheridan

607 756-6715

4023 Collegeview Drive

Cortland, NY 13045

CC

Kristin Rocco-Petrella, Town Clerk

Mary Roodenburg,

Douglas H Zamelis, Esq.

- (3) A group of individuals living together in the same dwelling unit shall be presumed not to be a functional family unit, as defined in this section, if the dwelling unit is occupied by four or more unrelated adults over the age of 16 years and is not occupied by minor children.
- (4) The presumptions set forth in Subsections (2) and (3) of this definition may be rebutted by evidence of characteristics set forth in Subsection (1) of this definition.

GARAGE, COMMERCIAL

An enclosed building used as a business for the indoor storage or repair of motor vehicles, including painting and the sale of parts and accessories. A junkyard or auto salvage yard is not to be construed as a garage.

GARAGE, PRIVATE

An enclosed building for use by the inhabitants of a dwelling for private storage.

GARAGE SALE

Sale of used goods from a private residence.

GASOLINE STATION

A building servicing motor vehicles and/or supplying fuel, lubrication, supplies or accessories but not including painting or body repair. (See "filling station.")

GRADING

Alteration of the surface or subsurface conditions of land or water bodies by excavating, filling (including hydraulic fill) or stockpiling of earth materials or any combination thereof.

[Added 1-16-2008 by L.L. No. 1-2008]

GROUP HOME

A single-family residence used for the provision of health or social care for unrelated persons.

HABITABLE FLOOR

Any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof (a floor used only for storage purposes is not a habitable floor).

HAZARDOUS MATERIAL

Any substance found listed in either 40 CFR Part 261, 40 CFR Part 302, or 6 NYCRR Part 371, alone or in combination, including but not limited to petroleum products, organic chemical solvents, heavy metal sludges, acids with a pH less than or equal to two alkalis with a pH greater than or equal to radioactive substances, pathological or infectious wastes or any material exhibiting the characteristics of ignitability, corrosivity, reactivity or EP toxicity.

[Added 5-1-1988 by L.L. No. 1-1988]

HOME OCCUPATION

An occupation or profession which is carried on by a person residing in the dwelling unit, and is clearly incidental and accessory or secondary to the use of the dwelling unit for residential purposes. Home occupations shall be such things as hairdressing, tailoring, teaching, carpentry, electrical and plumbing work and similar activities, and professional offices such as doctors, lawyers, architects, and real estate brokers. For the purposes of this chapter, a home occupation shall be limited by the following requirements:

- (1) There shall be no more than one paid employee on premises.
- (2) There shall be no indication from the exterior that the building is used as other than a dwelling, except as permitted under Article XVIII, Signs.
- (3) The home occupation shall encompass no more than 1/4 of the total floor space of the principal dwelling structure (including basement). If an accessory structure is used for this purpose, floor area is limited to 200 square feet.

HORTICULTURE

The science or art of growing fruit, flowers, vegetables or ornamental plants.

HOSPITAL

This narrative is to be added to the description of my conditional permit request for the addition to our storage building.

In 2017 I asked and received a conditional permit to construct an addition to my existing truck equipment storage building at 1834 Route 13. I had the addition constructed and received a certificate of occupancy and began usage of the building, at such time legal action commenced. Originally I intended to have the building be drive through capable but after negative court decisions I have had to change my intended use. In 2017 flow control legislation was enacted locally which limits my over the road transportation operations. Therefore, no need for a drive through of the building and consequently I have sold my spare tractor trailer that was to be housed in the addition.

Now my intentions are to put my garbage hauling trucks and equipment in the addition which will allow me to put under cover my recycle trailers used for household recycling, my sweeper and my snow removal equipment. This equipment is for the operation related to Leach's Trash Service, residential and commercial hauling, on this site since 1986.

Lastly, I cannot use the land behind the building, as it cannot be used in conjunction with the hauling business; therefore the construction included a wall, eliminating the drive through ability. Also, the addition is merely an extension of my already constructed building on the original property owned by me since 1986.

Sincerely,

A handwritten signature in cursive script that reads "Gregory K. Leach".

Gregory K. Leach

Town of Cortlandville, NY
Friday, September 13, 2019

Chapter 178. Zoning

Article VIII. Highway Commercial Business B-2 District

[Added 1-16-2008 by L.L. No. 1-2008^[1]]

[1] *Editor's Note: This local law also repealed former Art. VIII, Business Transition District, added 7-19-1989 by L.L. No. 2-1989.*

§ 178-35. Statement of intent.

- A. The purpose of this district is to provide areas in the Town for retail sales and commercial business enterprises that primarily serve the motoring public and that are auto-oriented in size and use, and that are compatible with, but function independently from, other adjacent and nearby nonresidential uses on highways designed to handle large traffic volumes. It is the intent of this district to prohibit uses that would be detrimental to adjoining districts, community aesthetics, aquifer protection and an orderly flow of on-site and off-site vehicular traffic.
- B. In addition to the requirements of this article, compliance with the applicable provisions of Article X, Aquifer Protection District, is required.

§ 178-36. (Reserved)

[1] *Editor's Note: Former § 178-36, Permitted structures and uses, was repealed 12-16-2009 by L.L. No. 3-2009.*

§ 178-36.1. Permitted uses subject to site plan approval.

- A. Permitted structures and uses subject to site plan approval shall be as follows:
 - (1) All those permitted structures and uses, and those permitted uses subject to site plan approval, allowed under a B-1 District, except for multiple-family dwellings and their permitted accessory uses.
[Amended 12-16-2009 by L.L. No. 3-2009]
 - (2) Retail stores and sales.
 - (3) Bakeries, laundromats, dry-cleaning pick-up establishments, drugstores and pharmacies.
 - (4) Banks, savings and loans, and credit bureaus.
 - (5) Indoor and drive-through restaurants and taverns.
 - (6) Veterinary clinics, animal shelters, kennels and pet shops.
 - (7) Indoor theaters.
 - (8) Indoor commercial recreation facilities.

- (9) Automobile and vehicular sales; used vehicle sales permitted only in combination with new vehicle sales.
 - (10) Customary uses accessory to the above, as defined in this chapter, which are an integral part of and used solely for the permitted use and deemed appropriate by the Zoning Officer.
[Amended 12-16-2009 by L.L. No. 3-2009]
- B. Upon determination by the Zoning Officer that a specific use originally permitted within this district is to be changed so that it involves a separate, different and distinct service, use, process or product, or involves a new operator, an application for a conditional permit must be made to the Planning Board. Prior to authorizing issuance of the conditional permit, the Planning Board may require the correction of any and all phases of the operation, which may become or have become detrimental to the neighborhood.
[Amended 12-16-2009 by L.L. No. 3-2009]

§ 178-36.2. Uses subject to conditional permit.

Uses subject to conditional permit shall be as follows:

- A. Residential:
 - (1) Multiple-family dwellings with over four dwelling units.
- B. Religious institutions:
 - (1) Churches, chapels, temples, synagogues and related uses.
- C. Educational institutions:
 - (1) Schools, public and private; all age groups.
 - (2) Libraries.
- D. Recreational facilities and social activities:
 - (1) Public and private clubs.
 - (2) Parks and playgrounds.
 - (3) Public swimming pools.
 - (4) Miniature golf, golf courses and driving ranges.
 - (5) Campgrounds, public and commercial.
 - (6) Outdoor amusement centers, outdoor theaters and drive-in theaters.
- E. Health, medical, and care services:
 - (1) Hospitals.
 - (2) Clinics.
 - (3) Child day-care centers.
 - (4) Nursing homes.
 - (5) Mortuaries and funeral homes.
 - (6) Cemeteries.

- F. Commercial garages and automotive repair shops.
- G. Car wash operations.
- H. Outdoor and drive-in restaurants.
- I. Motor vehicle leasing facilities.
- J. Outdoor sales of:
 - (1) Boats.
 - (2) House trailers.
 - (3) Recreational vehicles.
 - (4) Horticultural products and supplies.
- K. Animal hospitals.
- L. Used car sales.

§ 178-36.3. Hours of operation.

No business establishments in any B-2 District shall be open to the public except between the hours of 6:00 a.m. and 12:00 midnight without prior Planning Board approval, and the Planning Board may modify hours of operation with the granting of a conditional use permit based upon the intensity of the use and potential impact on neighboring areas.

§ 178-36.4. Dimensional requirements.

- A. Lot area. The minimum lot area shall be appropriate to accommodate the necessary structures and comply with this chapter, as well as other Town requirements.
- B. Floor area. Any separate commercial, retail, professional or business use, owned or leased, shall not exceed 30,000 square feet in floor area without first obtaining a conditional permit unless otherwise noted herein.

§ 178-36.5. Prohibited uses.

Prohibited uses shall be as follows:

- A. Outside storage. The outside storage of any equipment, products, raw materials, waste or similar materials in this district that is detrimental to nearby residential uses, adjacent districts, community aesthetics, and aquifer protection, as determined by the Planning Board, is prohibited, as well as the outside storage of disabled vehicles, parts thereof, vehicles not qualifying for a New York State automobile inspection sticker, wrecked vehicles and parts thereof, and junk of any kind.

GENERAL MUNICIPAL LAW

Zoning Referral Form

Conditional Permits, Special Permits, Site Plan Reviews & Variances

Director
CORTLAND COUNTY PLANNING DEPARTMENT
37 Church St.
Cortland, NY 13045-2838
Telephone: (607) 753-5043
Fax: (607) 753-5150

GML No. _____
(Tax Map Number)

Date: _____

Submitting Officer: Bruce Weber, Planning & Zoning Officer

Municipality: Town of Cortlandville

Mailing Address: 3577 Terrace Road, Cortland, NY 13045

Phone Number: (607) 756-7052

Fax Number: (607) 758-7922

Type of Referral

The applicant request the following:

Variance: _____ Bulk - Article _____
_____ Use - Article _____

Section _____
Section _____

Special Permit: Article _____

Section _____

Conditional Permit: Article V III

Section 178-36-2F

Site Plan Review: Article _____

Section _____

Reason(s) for request: For the application of construction of
a ~~24~~ 48 x 27 truck bay.

Is the above action a Type 1 _____ ; Type 2: _____ , or unlisted action under the State Environmental Quality Review Act? Attach required environmental assessment forms for Type I and unlisted actions.

The following information is required for your application to be complete:

1. Name of petitioner: LEACH Properties LLC

Owners name (if different): Deborah Leach

Date of acquisition: _____

*Town of Cortlandville, NY
Sunday, September 15, 2019*

Chapter 178. Zoning

Article XIV. Conditional Permit

§ 178-73. Purpose.

- A. The uses and structures listed in each district, with the exception of the Aquifer Protection District, which require conditional permits are recognized as potentially desirable for the town. However, the uses and structures requiring conditional permits may, because of their nature, present some degree of hazard or danger to the Town and its people. In the Aquifer Protection District, special permits shall be considered pursuant to Article X.
[Amended 5-1-1988 by L.L. No. 1-1988]
- B. The purpose of this article is to establish guidelines for the Planning Board to use in determining whether or not a conditional permit should be issued.

§ 178-74. Application procedure; Planning Board review and decision.

- A. Application shall be made to the Zoning Officer and shall include detailed site plan to scale. Topographic information may be required in certain instances. With each application a fee shall be paid in the amount as set forth from time to time by Town Board resolution, except with an application for a change in use, in which case a fee in a different amount as set forth from time to time by Town Board resolution shall be paid.
[Amended 4-1-1987 by L.L. No. 4-1987; 8-5-1998 by L.L. No. 2-1998]
- B. At its next regular meeting following application, the Planning Board shall review the plan and give tentative approval or ask for revisions or for more detail. More detail may include complete architectural drawings of proposed structures and landscaping. (At the same time the Planning Board may set a date for a final review of the application).
- C. Referral; public hearing.
- (1) Within five days of first review, the Planning Board shall refer the application to the Cortland County Planning Board along with Town comments and recommendations (if required by General Municipal Law) and set a date for final review.
 - (2) The Planning Board may conduct a public hearing on the application. If a public hearing is considered desirable by a majority of the authorized members of the Planning Board, such public hearing shall be conducted within 45 days of the acceptance of the application and shall be advertised in a newspaper of general circulation in the Town at least five days before the public hearing.
[Added 5-1-1988 by L.L. No. 1-1988]
- D. The Town Planning Board will take no final action until it has received comments and recommendations from the County Planning Board or 45 days have passed from the date of submittal to the County Planning Board, if such is required by General Municipal Law § 239.
- E. The Town Planning Board, on the date set for final review, shall:

- (1) Approve with county recommendations;
 - (2) Approve against county recommendations with a majority plus one vote;
 - (3) Disapprove; or
 - (4) Give conditional approval.
- F. The Town Planning Board will make a factual record of all proceedings in issuing a conditional permit, and such record shall contain the reasons for the decision.
- G. If approval or conditional approval is given, a building permit shall be authorized at such time as all conditions are met. Application to the Zoning Officer for any building permit or certificate of zoning compliance authorized by resolution of the Planning Board under which a conditional permit is granted shall be made within 60 days from the date the resolution is filed with the Town Clerk or within a time period agreed upon by the applicant and the Planning Board. If a building permit is not applied for within this time frame or a building permit has expired, the applicant shall submit a new application to the Planning Board.
[Amended 8-17-1988 by L.L. No. 2-1988; amended 12-16-2009 by L.L. No. 3-2009]
- H. The Planning Board, on its own motion, may revoke any conditional permit for noncompliance with conditions set forth in the granting of said permit after first holding a public hearing and giving notice of such hearing as provided in § 178-74C. The foregoing shall not be the exclusive remedy, and it shall be unlawful and punishable hereunder for any person to violate any condition imposed by a conditional permit.
[Added 8-17-1988 by L.L. No. 2-1988]

§ 178-75. Structure/use requirements for permit approval.

- A. In order to grant approval for a conditional permit, the applicant must prove that the structure and/or use:
- (1) Is appropriate for the particular lot and area, and will not conflict with allowed uses.
 - (2) Is in compliance with all other applicable sections of this chapter.
 - (3) Is physically and visually compatible with general neighborhood or planned neighborhood development.
 - (4) Provides a suitable transition when located between differing uses or districts where none is provided or provides a visual buffer by landscaped green areas or fencing.
 - (5) Has adequate space and plans for off-street parking.
 - (6) Has future expansion or revision capabilities without need for variances.
 - (7) Provides for safe handling of vehicular traffic to and from the site without causing congestion. No new vehicular entrances shall be permitted within 50 feet of an existing intersection.
 - (8) Provides for safe passage of pedestrians.
 - (9) Enhances neighboring property and does not lead to depreciation of properties (by reason of noise, traffic, dust, fumes, smoke, odor, fire, glare, flashing lights or sewage disposal).
- B. In granting a conditional use, the Planning Board shall make findings of fact consistent with the provisions of this chapter. The Planning Board shall not approve a conditional use except in conformity with the spirit, purposes, conditions and standards outlined in this chapter. In order to obtain the Planning Board's approval of a conditional permit, the applicant must prove that the location, structure, and/or use:
[Added 1-16-2008 by L.L. No. 1-2008]

- (1) Is consistent with the general intent of the Town of Cortlandville's Land Use and Aquifer Protection Plan.
- (2) Is in conformity with all applicable requirements of this chapter and all Town ordinances.
- (3) Will not pose a significant threat to the quality and/or quantity of Cortlandville's sole source aquifer or its delineated wellhead protection zones.
- (4) Is in the best interests of the Town, the community, and the public welfare, and shall not be a detriment to the properties in the immediate vicinity.
- (5) Is suitable for the property in question and designed to be constructed, operated, and maintained so as to be in harmony with and appropriate in appearance with the existing or intended character of the general vicinity.
- (6) Does not cause unsuitable effects on highway traffic and safety with adequate access to protect streets from undue congestion and hazard.

§ 178-76. Additional specific requirements.

A. Residential.

- (1) Multifamily dwellings with over four dwelling units must have two means of egress and ingress. One may be for emergency use only.
- (2) Public sewer and water facilities must be provided for multifamily dwellings with over four dwelling units.
- (3) Customary home occupations must be of a type that will not create noise and traffic problems in residential neighborhoods.
- (4) Customary home occupations must have sufficient off-street parking for all customer vehicles.
- (5) In the B2 and B3 District, multiple-family is only allowed as a mixed use with commercial. For one-story structures the commercial use shall have a minimum of 50% of the gross floor area in use for business. For multistory buildings the commercial use shall have a minimum gross floor area equal to the story with the greatest floor area. For projects with multiple structures, these percentages shall apply to gross square footage allowing for a mix of commercial and residential structures.
[Added 12-16-2009 by L.L. No. 3-2009]

B. Agricultural related uses.

- (1) Liquid and solid manure storage facilities shall be sited in a manner to reduce odor problems with adjacent residential areas.
- (2) Land application of human and animal waste products shall be carried out in a manner to reduce environmental hazard.
- (3) Visual screening of used equipment may be required for agricultural implement sales areas.

C. Educational and cultural facilities.

- (1) Lighting of fields and parking areas shall not create a glare on adjacent residential properties or roadways.
- (2) Pedestrian access must be located in a manner to reduce impact on neighborhoods.
- (3) Architectural design shall be compatible with neighborhoods.

Leach: Notice of Administrative Appeal of the Code Enforcement Officer's determinations which were that Leach did not have to apply for a USE VARIANCE, for the 48 x 27 ft building on the 3.11 acre trash transfer station, at 1834 Rt 13, Cortland, in the B2 zone where the use (trash business) is prohibited. Mr Weber determined that Leach only needed to apply for a Conditional Permit.

Board members,

This is an appeal for you to annul, revoke or reverse the determinations made by Mr Weber, who informed me in writing on March 6, 2017 that he made those determinations at a date unknown to himself, that Leach did not need to apply for a USE VARIANCE, but that Leach only needed to apply for a Conditional Permit, to build a building on the 3.11 acres where the use (trash business) is prohibited.

Mr Weber informed me that his determination was not based upon codes or documents . He could produce no codes or documents to support his determination that Leach did not need to apply for a use variance.

In January of 2003 Leach applied for and received a use variance to build the trash transfer station on the 3.11 acres, a prohibited use in B2 zoning district, in Area 1 of the Aquifer Protection District.

In March of 2008 Leach a received a use variance to increase tonnage at the trash transfer station from 5000 to 7499 tons, on the 3.11 acres, a prohibited use in B2 zoning district, in Area 1 of the Aquifer Protection District.

In July of 2015 Leach applied for and received a use variance for a fueling facility and 2000 gallon fuel storage tank: a prohibited use in B2 zoning district, in Area 1 of the Aquifer Protection District

Regarding the Leach application to build a 48x 27 foot building on the trash transfer station property, a prohibited use in B2 zoning district, in Area 1 of the Aquifer Protection District: The February 10 2017 recommendations from Dan Dineen , Cortland County Director of Planning, to the Cortland County Planning Board state that "It should be noted that the original development of this property as a transfer station required a use variance as a transfer station is not a permitted use in the B2 district. It appears that a use variance would also be required as the proposal is an expansion of a use that required a use variance. It is therefore recommended that before any positive consideration is given to this proposal, that the Town consider whether a use variance is required for expansion of a use which required a use variance when originally developed on the site."

The zoning officer failed to require the applicant to apply for a use variance . Trash transfer station building is not an approved use in B2 for a conditional permit. Mr Weber informed me that his determination was not based upon codes or documents . He could produce no codes or documents to support his determination that Leach did not need to apply for a use variance.

Thank you,

Pam Jenkins, 4023 Collegeview Drive, Cortland, NY 13045

7629A State Highway 80 • Cooperstown, New York 13326

• 315.858.6002 • dzamelis@windstream.net •

STATE OF NEW YORK

SUPREME COURT

COUNTY OF MADISON

In the Matter of the Application for a Judgment
Pursuant to Article 78 of the Civil Practice Law
and Rules of:

TOWN OF
CORTLANDVILLE
PLANNING BOARD,

Respondents

PAMELA JENKINS, CHERI SHERIDAN and OLGA
SMITH

Petitioners

NOTICE OF ENTRY

Index No.: 2017-1248

Hon. Donald F. Cerio, Jr.

GREGORY LEACH, LEACH PROPERTIES, LLC, and

PLEASE TAKE NOTICE THAT the attached is a true copy of the Decision and Order of the
Honorable Donald F. Cerio, Jr, of the Cortland County Supreme Court dated October 2, 2017,
which was filed and entered in the Office of the Cortland County Clerk on October 4, 2017.

Dated: October 5, 2016

Douglas H.

By: _____

Douglas H. Zamelis

Zamelis

Attorney for Petitioners

7629A State Highway 80

Cooperstown, New York 13326

(315) 858-6002

TO:

Richard C. Lewis, Esq.

Hinman Howard & Kattell

80 Exchange Street

P.O. Box 5250

Binghamton, New York 13902

John B. Folmer, Esq.

Town of Cortlandville Town Attorney

3577 Terrace Rd.

Cortland, New York 13045

STATE OF NEW YORK
COUNTY OF MADISON SUPREME COURT

In the matter of the Application for Judgment Pursuant
to Article 78 of the Civil Practice Law and Rules of:

Decision and Order

PAMELA JENKINS, CHERI SHERIDAN AND OLGA
SMITH,

Index No. 2017-
1248

Petitioners,

-against-

GREGORY LEACH, LEACH PROPERTIES,
LLC, and TOWN OF CORTLANDVILLE
PLANNING BOARD,

Respondent

s.

The present matter comes before the Court upon the Petitioners' Notice of Verified Petition and Verified Petition, dated April 4, 2017, pursuant to Civil Practice Law and Rules Article 78, seeking to null and vacate the February 21, 2017, determination by Respondent Town of Cortlandville Planning Board, which granted a conditional permit to Respondent Leach to construct an addition to his solid waste transfer facility located in Cortlandville, County of Cortland, New York. Respondent Leach (Leach) filed a Verified Answer on July 10, 2017, and an Amended Verified Answer, dated July 18, 2017, raising therein both Objection in Point of Law and a Counterclaim sounding in the nature of harassment as it pertained primarily to Petitioner Pamela Jenkins. ¹ Respondent Town of Cortlandville Planning Board (Board) filed a

¹ This court, by Decision and Order dated June 26, 2017, directed that the respondents file their respective answers by not later than July 10, 2017. Respondent Leach filed his Amended Verified Answer on July 20, 2017.

Verified Answer and Certified record of the underlying proceedings, on July 10, 2017.¹²

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Petitioners subsequently moved, by Notice of Motion and Reply Affirmation in Support of Motion to Dismiss Counterclaim, dated July 12, 2017, to dismiss the counterclaim as asserted in the Leach Amended Verified Answer alleging that such consisted of a so-called SLAPP Suit, i.e., a Strategic Lawsuit Against Public Participation (See Civil Rights Law "70-a and 76-a). Respondent Leach, in response to the motion, submitted an Affidavit in Opposition to Motion of counsel dated July 19, 2017, opposing the relief sought and asserting that Petitioner Jenkins was using the legal process merely as a device by which to harass Respondent Leach.⁴

On July 20, 2017, in Cortland County Supreme Court, the parties appeared by counsel and were heard.

Thereafter, under cover letter dated July 26, 2017, received on July 27, 2017, Respondent Leach submitted: (1) the undated Attorney Affirmation of counsel; (2) the July 25, 2017, Affidavit of Gregory Leach (Respondent, herein), and; (3) the July 25, 2017, Affidavit of Larie Cifaratta. Petitioners' counsel responded by letter dated July 27, 2017, received on August 1, 2017, seeking to strike the Respondent's late submission or, in the alternative, to find such submissions to be without merit.

¹ Respondent Cortlandville filed its Verified Answer and Certified Record of Proceedings on July 14, 2017, though having mailed copies of such to counsel and the clerk on July 7, 2017.

² Though the matter of standing had been tangentially addressed by the respondents, no motion to dismiss nor objection in point of law was raised specifically addressing the matter of the petitioners' standing to commence the present Article 78 proceeding. As such, this court declines to address the issue of standing.

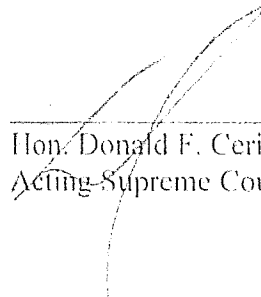
ORDERED, that the grant of the conditional permit as granted by the Cortlandville Planning Board to the respondent on February 21, 2017, is vacated and annulled, and the matter is remanded to the Planning Board of the Town of Cortlandville for further consideration consistent with Environmental Conservation Law Article 8, 6 NYCRR Section and the Town of Cortlandville Zoning Law, specifically, Sections 178-75(A) and (B); and it is

ORDERED, Respondent Leach is enjoined from using or occupying the drive-through addition which is the subject of the instant proceeding until further order of this court; and it is

ORDERED, that the Petitioners' motion seeking to dismiss the Respondent's counterclaim is denied, subject to renewal, and further subject to the Scheduling Order set forth herein.

Enter.

DATED: October 2, 2017
 Oneida, New York



Hon. Donald F. Cerio, Jr.
Acting Supreme Court Justice

STATE OF NEW YORK
COUNTY OF MADISON SUPREME COURT

In the matter of the Application for Judgment Pursuant to
Article 78 of the Civil Practice Law and Rules of:

Decision and Order

PAMELA JENKINS, CHERI SHERIDAN AND OLGA
SMITH,

Index No. 2017-
1248

Petitioners,

-against-

GREGORY LEACH, LEACH PROPERTIES,
LLC, and TOWN OF CORTLANDVILLE
PLANNING BOARD,

Respondents

The present matter comes before the Court upon the February 21, 2019, Notice of Motion filed on behalf of Respondent Gregory Leach and Leach Properties, LLC, which was accompanied by the February 20, 2019, Petition of Gregory Leach and the February 21, 2019, Attorney Affirmation of Richard C. Lewis, Esq., seeking clarification of this court's October 2, 2017, Decision and Order. John B. Folmer, Esq., Town Attorney for Respondent Town of Cortlandville Planning Board, submitted an Affidavit dated February 26, 2019, in furtherance of the aforesaid motion. Douglas H. Zamelis, Esq., thereafter submitted an Affirmation in Opposition to Motion to Clarify dated March 12, 2019, in response to the above. Respondent Leach subsequently submitted the March 19, 2019, Attorney Affirmation in Response of Attorney Lewis.¹

This matter was scheduled to be heard in Madison County Supreme Court at the motion term held on April 12, 2019.

Town Attorney Folmer, by Memo dated July 24, 2018, provided to the Court Clerk for filing the following: The July 24, 2018, Affidavit of Attorney Folmer, with attachments, and the July 24, 2018, Affidavit of Katherine S. Wickwire, with attachments. This court is also in receipt of Attorney Zamelis' letter to Attorney Folmer dated August 1, 2018, in response to the aforesaid submissions.

Initially, this court notes that the previous Decision and Order of this court which addressed the petitioners' Notice of Verified Petition and Verified Petition dated April 4, 2017, which sought to annul and vacate the respondent's February 21, 2017, grant of a condition permit to Respondent Leach (Leach) to construct an addition to his solid waste transfer facility located in Cortlandville, Cortland, New York, was issued on October 2, 2017. That particular Decision and Order, at the first decretal paragraph, held as follows:

ORDERED, that the grant of the conditional permit as granted by the Cortlandville Planning Board to the respondent on February 21, 2017, is vacated and annulled, and the matter is remanded to the Planning Board of the Town of Cortlandville for further consideration consistent with Environmental Conservation Law Article 8, 6 NYCRR Section and the Town of Cortlandville Zoning Law, specifically, Sections 178-75(A) and (B). (Emphasis added).

The second decretal paragraph provided that:

ORDERED, Respondent Leach is enjoined from using or occupying the drive-through addition which is the subject of the instant proceeding until further order of this court.

It is from these two decretal paragraphs that the present motion ensues.²

In the first instance, this court finds that the present motion is more akin to a motion to resettle the prior order of this court as a matter of clarification rather than as a motion to reargue or renew pursuant to CPLR Section 2221. (See *Foley v. Roche*, 68 ad2d 558, 1st Dpt. 1999; *Simon v. Mehryara*, 16 AD3d 664, 2nd Dpt. 2005). The respondents' motion, if deemed to be made pursuant to Section 2221, would be substantively and procedurally infirmed and subject to summary dismissal as it does not seek to reargue that the court had overlooked or misapprehended matters of fact or law, or, for that matter, that there exist new facts exist or a change in the law would otherwise affect the earlier decision. Here, as a motion to resettle, the movant seeks merely to clarify that which this court had previously decided with respect to the October 2, 2017, Decision and Order and does not, nor can it, seek a substantive change in this court's prior order. Any such substantive change to this court's order would need be the product of appellate review rather than a motion to clarify (or resettle).

This court, upon review of the relevant decretal paragraphs of the referenced Decision and Order clearly states that the prior determination by the Town of Cortlandville Planning Board was annulled and vacated. As such, the February 21, 2017, determination of the Cortlandville Planning Board in granting to the respondent a conditional permit was for all intents and purpose invalidated by this court. This court's direction that the matter be remanded to the Cortlandville Planning Board "for further consideration" required the Planning Board to comply fully with all provisions of the Environmental Conservation Law, Article 8, and to comply with the Town of Cortlandville Zoning

Law, specifically Sections 178-75(A) and (B). To clarify further, this court, in effect, set aside, dismissed and otherwise nullified those actions undertaken by the Planning Board with respect to the issuance of the conditional permit and required the Planning Board to undertake a thorough and complete review of the respondents' application in conformity with the

2

It should be noted for the record that the parties had entered into an "Agreement & Mutual Release" with respect to the respondents' counterclaim which was "So Ordered" by this court on or about October 30, 2017.

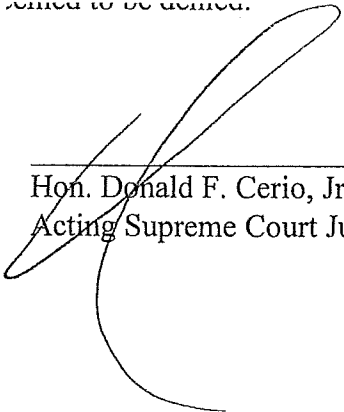
relevant mandates as contained in Environmental Conservation Law and the Cortlandville Zoning Law. In so doing, the Planning Board was not to simply reconstruct that which it had previously undertaken to do but to begin anew the processes required by which to assess and review the propriety of the respondents' application in conformity with the applicable law as set forth above. To merely reconfirm post hoc ergo propter hoc that which had been previously undertaken by the Planning Board during the course of its original review of this application would serve to suffer a disservice upon the petitioners as the mechanism by which a full, fair and open review of the application would be substantially abbreviated thereby depriving the petitioners, or others, of their right to notice and an opportunity to express reservations or objections to the application or to otherwise seek denial of the application. It is the Planning Board's obligation to fully comply with the provisions of the relevant and controlling provisions of law which this court addressed, in coordination with any other applicable provisions of law. As this court had found in its Decision and Order that the Planning Board had failed to comply with the requisite provisions of law as identified, nullification was appropriate as was a remand for further consideration of the respondents' application.

Therefore, upon the foregoing, the respondents' motion to resettle, or, more precisely, to clarify the October 17, 2017, Decision and Order, is granted as set forth herein and the Respondent Cortlandville Planning Board is ordered to comply with the provisions of the Environmental Conservation Law in toto and Town of Cortlandville Zoning Law as previously directed in all respects.

All other relief not specifically granted herein is deemed to be denied.

Enter.

DATED: June 11, 2019
Wampsville, New York



Hon. Donald F. Cerio, Jr.
Acting Supreme Court Justice