CORTLANDVILLE TOWN BOARD AGENDA JUNE 6, 2018 - 5:00 P.M. Held in Blodgett Mills

Pledge Allegiance to the Flag

11. CHILL HILLIAM TO OTHER	A.	CALL	THE	MEETING	TO	ORDER
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D	ADDDOVE	MINITITES
В.	APPROVE	MINUIES

B-1 Town Board Minutes of May 16, 2018

- C. PURCHASE ORDERS
- D. AUTHORIZATION TO PAY THE BILLS
- E. PRIVILEGE OF THE FLOOR

F. REPORTS – (Town Clerk)

- F-1 Receive & file the Fire & Safety Inspection Monthly Report for May 2018 & Paid fees Report from January 1, 2018 –May 31, 2018 submitted by Desiree' Campbell
- F-2 Receive & file the Supervisor's Monthly Report for May 2018
- F-3 Receive & file the Town Clerk's Monthly Report for May 2018
- F-4 Receive & file the Tax Collector's Monthly Report for May 2018
- F-5 Receive & file the Cortland County SPCA Town of Cortlandville, including the Village of McGraw Monthly Report for May 2018

G. COMMUNICATIONS

G-1 Receive & file the correspondence dated June 1, 2018 from Charter Communications regarding new Director of Government Affairs, Alice Kim

H. OLD BUSINESS

I. NEW BUSINESS

- I-1 Town Clerk
- I-2 Town Attorney

- I-3 CDBG #287HR326-16 Town-wide Housing Rehabilitation Grant Program:
 - a.) Authorize the Supervisor to sign the "Owner-Occupied Loan Agreement" for Earl & Donna Fox, 3133 Gracie Road
 - b.) Authorize the Supervisor to sign the "Owner-Occupied Loan Agreement" for Darik & Amber Hanback 3673 Pendleton Street
 - c.) Authorize payment of the following vouchers: (Originals in Supervisor's packet to be signed & initialed by Town Board)
 - 1.) Voucher #41, Reome Electrical & General Contractor in the amount of \$9,500.00
 - 2.) Voucher #42, Bonsbak Inc., in the amount of \$3,550.00
 - 3.) Voucher #43, Thoma Development Consultants, \$6,491.00
- I-4 Set a Public Hearing date of June 20, 2018 at 5:00 p.m. regarding the Town's 2016 CDBG #287HR326-16 Town-wide Housing Rehabilitation Grant Program; this will be the second Public Hearing in the administrative phase of this grant program
- I-5 Authorize the Supervisor to sign the Agreement with CHA regarding the Susquehanna River Basin Commission Water Supply Well Permitting CHA Project #32316/CHA Proposal #X54349-P1, per Water & Sewer Superintendent Peter Alteri a pump test is required on the Terrace Road Well
- I-6 Authorization to amend the 2018 Budget General Fund Part Town (GFB) Capital Project HG Gutchess Lumber Sports Complex
- I-7 Authorization to hire Megan B. Johnson as full-time Assistant Bookkeeper effective June 11, 2018
- I-8 Authorization to appoint Kevin McMahon, part-time Code Enforcement Officer effective May 13, 2018 through June 24, 2018. Authorization to change Kevin McMahon, Code Enforcement Officer part-time status to full-time effective June 25, 2018
- I-9 Receive & file the correspondence dated June 1, 2018 from Cortland County Board of Elections regarding polling dates for Primary & Election

J. ADJOURN

06/01/2018 12:54:03PM

Cash Receipts Report From: 05/01/2018 To: 05/31/2018

For User: Desiree Campbell

Payment Date: 05/01/2018

Module: Periodic Inspection

Transaction: Inspection at Label Shopper 1111-1121

Type: Periodic Inspection

Pavor: Cortlandville Assoc LLC

Route 222, on 3 /27/2018

\$120.00

Payment Type:

Payment #:

Payment Detail:

Check #47174

00000471

\$120.00

Fee Type

Fee Amount

FS Mercantile

\$120.00

Transaction: Inspection at Save-A-Lot 1111-1121 Route Type: Periodic Inspection

222. on 3 /27/2018 Payor: Cortlandville Assoc LLC

Payment Amount:

Payment Amount:

\$180.00

Payment Type:

Payment #:

Payment Detail:

Check #47173

00000470

\$180.00

Fee Type FS Mercantile **Fee Amount** \$180.00

Transaction: Inspection at Shipwreck Golf 759 Route

Type: Periodic Inspection

13, on 4 /23/2018

Payor: Shipwreck Golf & Dones

Payment Amount:

\$100.00

Payment Type:

Payment #: 00000472 **Payment Detail:**

\$100.00

Fee Type

Fee Amount

FS Public Assembly

Check #12811

\$100.00 Periodic Inspection Group Totals:

\$400.00

05/01/2018 Group Totals:

\$400.00

Payment Date: 05/02/2018

Module: Periodic Inspection

Transaction: Inspection at Ann Phillip Nail & Salon 762

Type: Periodic Inspection

Route 13, on 4 /23/2018

Payor: Phi Nguyen

Payment Amount:

\$90.00

Payment Type:

Payment #:

Payment Detail:

Cash

00000473

\$90.00

Fee Type

Fee Amount

FS Business

\$90.00

Transaction: Inspection at Faith Baptist Church 1731

Type: Periodic Inspection

Route 13, on 4 /19/2018

Payor: Church Faith Baptist

Payment Amount:

\$100.00

Payment Type:

Payment #:

Payment Detail:

Check #002551

FS Public Assembly

00000474

\$100.00

Fee Type

Fee Amount

\$100.00

Periodic Inspection Group Totals:

\$190.00

05/02/2018 Group Totals:

\$190.00

Payment Date: 05/04/2018

Module: Periodic Inspection

Payment Date: 05/04/2018

Module: Periodic Inspection

Transaction: Inspection at Crossroads Veterinarian

Clinic 3512 Route 281, on 4 /3 /2018

Payor: 3512 State Rt 281 LLC

Type: Periodic Inspection

Payment Amount:

\$90.00

Payment Type:

Payment #: Check #004415

00000476

Payment Detail:

\$90.00

Fee Type FS Business **Fee Amount**

\$90.00

Periodic Inspection Group Totals:

\$90.00

05/04/2018 Group Totals: _____

\$90.00

Payment Date: 05/10/2018

Module: Periodic Inspection

Transaction: Inspection at Christ Community Church

Type: Periodic Inspection

1093 Route 13, on 4 /23/2018 Payor: The Presbytery of Susqe Valley

Payment Amount:

\$100.00

Payment Type:

Payment #:

Payment Detail:

Check #2348557

FS Public Assembly

00000477

\$100.00

Fee Type

Fee Amount

\$100.00

Periodic Inspection Group Totals:

\$100.00

05/10/2018 Group Totals:

\$100.00

Payment Date: 05/14/2018

Module: Periodic Inspection

Transaction: Inspection at 4386,4392 Route 11, on 4

Type: Periodic Inspection

/27/2018

Pavor: Homer-Cortland Comm Agency Inc

Payment Amount:

\$180.00

Payment Type:

Payment #:

Payment Detail:

Check #22066

00000480

\$180.00

Fee Type FS Public Assembly

\$180.00

Fee Amount

Transaction: Inspection at Pit Stop, Dunkin Donuts,

Type: Periodic Inspection

Quesaritos 3742 Route 11, on 5 /2 /2018

Check #207719

Pavor: Marshall Family Assoc LP

Payment Amount:

\$120.00

Payment Type:

Payment #: 00000484 Payment Detail:

Fee Type

\$120.00

FS Mercantile

Fee Amount \$120.00

Transaction: Inspection at Ukrainian Pentecostal

Type: Periodic Inspection

Church 729 McLean Rd, on 4 /18/2018

Payor: Church Ukrainian Pentecostal

Payment Amount:

\$100.00

Payment Type:

Payment #:

Payment Detail:

Check #2951

\$100.00

00000481

Fee Type FS Public Assembly **Fee Amount**

\$100.00

Periodic Inspection Group Totals:

\$400.00

05/14/2018 Group Totals:

\$400.00

Payment Date: 05/17/2018 Module: Periodic Inspection Payment Date: 05/17/2018

Module: Periodic Inspection

Transaction: Inspection at Cortland Bulk Milk Co-Op,

Alnye 3819 Route 11, on 5 /7 /2018

Payor: Cortland Bulk Milk Co-Op

Type: Periodic Inspection

Payment Amount:

Payment Type:

00000486 Check #21438

Payment Detail: Payment #: \$90.00

Fee Type FS Business

Payor: Cortland Bulk Milk Co-Op

\$90.00 **Payment Amount:**

Payment Detail: Payment #: Payment Type: \$90.00

\$180.00

Fee Amount

Check #21438 00000487

Fee Amount Fee Type \$90.00 FS Business

Transaction: Inspection at Country Max Route 13, on 5 Type: Periodic Inspection

/2 /2018

Payor: Farmington Lawn Care Inc

Payment Amount:

\$180.00

\$90.00

\$90.00

Payment Type: Check #92025

FS Mercantile

Payment #:

Payment Detail: \$180.00

00000489 Fee Amount Fee Type \$180.00

Transaction: Inspection at Days Inn 3775 Route 11, on

Type: Periodic Inspection

5 /1 /2018

Payor: Shree Jageshwar LLC

Payment Amount:

\$180.00

Payment Type:

Payment #:

Payment Detail:

\$180.00

00000488 Check.#2158 **Fee Amount**

Fee Type FS Business

Periodic Inspection Group Totals:

\$540.00

05/17/2018 Group Totals:

\$540.00

Payment Date: 05/18/2018

Module: Periodic Inspection

Transaction: Inspection at KFC 3890 Route 281, on 4

Type: Periodic Inspection

/24/2018

Payor:

Payment #:

\$50.00 **Payment Amount: Payment Detail:**

Payment Type: Check #248699

00000490

\$50.00

Fee Type FS Public Assembly **Fee Amount**

\$50.00 **Periodic Inspection Group Totals:**

\$50.00

05/18/2018 Group Totals:

\$50.00

Payment Date: 05/21/2018

Module: Periodic Inspection

Transaction: Inspection at 1130 Route 13, on 5

Type: Periodic Inspection

/10/2018

Payor:

\$100.00 Payment Amount:

Payment #: Payment Type: 00000494 Check #22031

Payment Detail: \$100.00

Fee Type FS Public Assembly Fee Amount \$100.00 Payment Date: 05/21/2018 Module: Periodic Inspection

Transaction: Inspection at 3505 Route 281, on 4

Type: Periodic Inspection

/26/2018

Payor: The Salvation Army

Payment Amount:

\$180.00

Payment Type:

Payment #:

Payment Detail:

Fee Type

Check #032103

00000497

\$180,00

FS Mercantile

Fee Amount \$180.00

Transaction: Inspection at 823 Route 13, on 4 /20/2018

Type: Periodic Inspection

\$240.00

Payment Type:

Payment #:

Payment Detail:

Check #203807

Payor: J M Murray Center Inc

00000498

\$240.00

Fee Type FS Square ft. Fee Amount \$240.00

Payor: J M Murray Center Inc

Payment Amount:

Payment Amount:

Payment Amount:

\$240.00

Payment Type:

Payment #:

Payment Detail:

Check #203807

00000500

\$240.00

Fee Type FS Business Fee Amount \$240.00

Transaction: Inspection at 880 Route 13, on 4 /26/2018 Type: Periodic Inspection

\$120.00

Payor: Robert M Homer Payment Type:

Payment #: 00000495 Payment Detail:

\$120.00

Fee Type FS Business

Check #20083

Fee Amount

\$120.00

\$880.00

Periodic Inspection Group Totals: 05/21/2018 Group Totals:

\$880.00

\$240.00

Payment Date: 05/29/2018

Module: Periodic Inspection

Transaction: Inspection at 641 Route 13, on 3 /30/2018 Type: Periodic Inspection

Payor: Pyrotek Inc Payment Type:

Payment #:

Payment Detail:

Check #283638

00000527

\$240.00

Payment Amount:

Fee Type

Fee Amount

FS Business

\$240.00

Transaction: Inspection at Walmart, Alliance Bank, Elite Type: Periodic Inspection Sports, Smart Style 819 Bennie Rd, on 5

/4 /2018

Payor: Wal-Mart Stores East, Lp

Payment Amount:

\$240.00

Payment Type:

Payment #:

Payment Detail:

Check #2132342

00000525

\$240.00

Fee Type FS Mercantile **Fee Amount**

\$240.00

Periodic Inspection Group Totals:

\$480.00

05/29/2018 Group Totals:

\$480.00

Payment Date: 05/30/2018 Module: Periodic Inspection Payment Date: 05/30/2018 Module: Periodic Inspection Transaction: Inspection at Doug's Fish Fry 3638 Route Type: Periodic Inspection 281, on 3 /28/2018 \$100.00 **Payment Amount:** Pavor: Bruench Incorporated Payment Detail: Payment #: Payment Type: \$100.00 Check #11127 00000504 **Fee Amount** Fee Type \$100.00 FS Public Assembly Periodic Inspection Group Totals: \$100.00 \$100.00 05/30/2018 Group Totals: Payment Date: 05/31/2018 Module: Periodic Inspection . Transaction: Inspection at Americu 3918-3944 Route .Type: Periodic Inspection 281, on 3 /19/2018 **Payment Amount:** \$90.00 Payor: 93-1 Cortland Associates, LLC **Payment Detail:** Payment #: Payment Type: \$90,00 00000524 Check #001089 **Fee Amount** Fee Type \$90.00 FS Business Transaction: Inspection at CFCU 3918-3944 Route 281, Type: Periodic Inspection on 3 /9 /2018 **Payment Amount:** \$90.00 Payor: 93-1 Cortland Associates, LLC Payment Detail: Payment #: Payment Type: \$90.00 Check #001089 00000515 **Fee Amount** Fee Type \$90.00 FS Business Transaction: Inspection at China City 3918-3944 Route Type: Periodic Inspection 281. on 2 /12/2018 \$50.00 Payment Amount: Pavor: 93-1 Cortland Associates, LLC Payment Detail: Payment Type: Payment #: \$50.00 Check #001089 00000520 **Fee Amount** Fee Type \$50.00 FS Public Assembly Transaction: Inspection at Cricket Wireless 3918-3944 Type: Periodic Inspection Route 281, on 3 /19/2018 \$90.00 Payment Amount: Payor: 93-1 Cortland Associates, LLC Payment Detail: Payment #: Payment Type: \$90.00 00000517 Check #001089 **Fee Amount** Fee Type \$90.00 FS Business Transaction: Inspection at Cutting Crew 3918-3944 Type: Periodic Inspection Route 281, on 3 /9 /2018 \$90.00 Payment Amount: Payor: 93-1 Cortland Associates, LLC

 Payment Type:
 Payment #:
 Payment Detail:

 Check #001089
 00000516
 \$90.00

Fee Type Fee Amount
FS Business \$90.00

Payor: 93-1 Cortland Associates, LLC Payment Amount: \$50.00

 Payment Type:
 Payment #:
 Payment Detail:

 Check #001089
 00000521
 \$50.00

Fee Type Fee Amount
FS Public Assembly \$50.00

Payment Date: 05/31/2018 Module: Periodic Inspection

Transaction: Inspection at Metro Matrress 3918-3944

Type: Periodic Inspection

Route 281, on 3 /9 /2018

Payor: Cortland Station Inc.

Payment Amount:

\$90.00

Payment Type:

Payment #:

Payment Detail:

Check #001089

00000518

\$90.00

Fee Type FS Business **Fee Amount** \$90.00

Transaction: Inspection at Metro PCS 3930 Route 281,

Type: Periodic Inspection

on 8 /31/2017

Payor: Cortland Station Inc

Payment Amount:

\$90.00

Payment Type:

Payment #:

Payment Detail:

Check #001089

00000519

\$90,00

Fee Type FS Business **Fee Amount** \$90.00

Periodic Inspection Group Totals:

\$640.00

05/31/2018 Group Totals:

\$640.00

Totals:

Cash

\$90.00

Check

\$3,780.00

Grand Total:

\$3,870.00

Cash Receipts Report

From: 05/01/2018 To: 05/31/2018 For User: Desiree Campbell

Payment Date: 05/10/2018

Module: Permit

Transaction: 18-041

Type: Permit App

Payor: Doug Smith

\$40.00

Payment Type:

Payment #:

Payment Detail:

Cash

00000478

\$40.00

Fee Type Decks

Fee Amount

Permit Group Totals:

Payment Amount:

\$40.00

\$40.00

05/10/2018 Group Totals:

\$40.00

Payment Date: 05/18/2018

Module: Permit

Transaction: 18-045

Type: Permit App

Payor: Eric Maki

Payment #:

Payment Amount:

\$46.00

Payment Type: Check #2967

00000491

Payment Detail:

Fee Type

\$46.00

Fee Amount Pool/Deck/Shed \$46.00

Permit Group Totals:

\$46.00

05/18/2018 Group Totals:

\$46.00

Payment Date: 05/24/2018

Module: Permit

Transaction: 18-047

Type: Permit App

Payor: Arthur Perlman Payment Type:

Payment #:

Payment Amount:

\$46.00

Check #6920

00000502

Payment Detail:

\$46.00

Fee Type Pool/Deck/Shed **Fee Amount** \$46.00

Permit Group Totals:

\$46.00

05/24/2018 Group Totals:

\$46.00

Payment Date: 05/31/2018

Module: Permit

Transaction: D18-07

Type: Permit App

Payment Amount:

\$1,083.00

Payment Type:

Payor: National Contractors, LLC

Payment #:

Payment Detail:

Check #15111

00000505

\$1,083.00

Fee Type

Demolition- Commercial

Fee Amount \$1,083.00

Permit Group Totals:

\$1,083.00

05/31/2018 Group Totals:

\$1,083.00

Totals:

Cash

\$40.00

Check

\$1,175.00

Grand Total:

\$1,215.00

Inspections Report From: 5/1/2018 To: 5/31/2018

3901 Route 11 Cortlandville 5/21/2018 FS Business Desiree C	3819 Route 11 Cortlandville 5/7/2018 FS Business Desiree C	3742 Route 11 Cortlandville 5/2/2018 FS Mercantile Desiree C	1259 Fisher Ave Cortlandville 5/24/2018 FS Business Desiree C	Route 13 Cortlandville 5/2/2018 FS Mercantile Desiree C	1130 Route 13 Cortlandville 5/10/2018 FS Public Desiree C	3333 Clute Rd Cortlandville 5/15/2018 FS Public Assembly Desiree Cortlandville	3775 Route 11 Cortlandville 5/1/2018 FS Business Desiree C:	3819 Route 11 Cortlandville 5/7/2018 FS Business Desiree Ca	3947 Route 281 Cortlandville 5/18/2018 FS Mercantile Desiree Cortlandville	Address Municipality Date Inspection Inspector Type
										nicipality
										ction
Desiree Campbell	Desiree Campbell	Desiree Campbell	Desiree Campbell	Desiree Campbell	Desiree Campbell	Desiree Campbell	Desiree Campbell	Desiree Campbell	Desiree Campbell	Inspector
Marvin Windows of Failed NY	Cortland Bulk Milk Passed Co-Op	Marshall Family Assoc LP	CMA Properties LLC	Farmington Lawn Care Inc		Church Baptist	Shree Jageshwar LLC	Cortland Bulk Milk Co-Op	Sunoco Inc	Primary Contact
Failed	Passed	Passed	Failed	Failed	Passed	Passed	Failed	Failed	Failed	Result

6/1/2018 1:09:14 PM

105.00-02- 07.000	86.13-01- 49.000	Identifier
819 Bennie Rd	3948 Route 281	Address
Cortlandville	Cortlandville	Municipality
5/4/2018	5/18/2018	Date
FS Mercantile	FS Mercantile	Inspection Type
5/4/2018 FS Mercantile Desiree Campbell	5/18/2018 FS Mercantile Desiree Campbell	Inspector
Wal-Mart Stores East, Lp	Flower Shop Cortlandville LLC	Primary Contact Resul
Passed	Passed	Result

Total Inspections:

12

Paid Fees Report From: 1/1/2018 To: 5/31/2018

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

	Fees display in red in the case that a single non-cash payment is received for multiple fees.	a single non-cash payment is receiv	ed for multiple fees.		
Fee Group Payment Type Payment Date Identifier Address	Fee Туре	Payer	Payment	Receipt#	Fee Amount
FS Fees Cash					
5/2/2018 105.11-01- 01.000	FS Business	Phi Nguyen	Cash	00000473	\$90.00
4/25/2018 87.00-04- 08 000	FS Business	Tennlab Properties, LLC	Cash	00000461	\$120.00
3821 Buck Dr Check			Fee	Fees Paid By Cash:	\$210.00
1/29/2018 86.09-04- 09.100 4073 Route 281	FS Business	Richard Osborne	Check #1082	00000391	\$180.00
1/29/2018 105.00-03- 08.000 Route 13	FS Business	Sky Hospitality, LLC	Check #1861	00000403	\$180.00
2/21/2018 95.16-01- 15.000 951 Route 13	FS Public Assembly	Rose Student Housing LLC	Check #0000	00000482	\$240.00
2/26/2018 86.13-01- 27.000 1111-1121 Route 222	FS Business	Cortlandville Assoc LLC	Check #46925	00000425	\$120.00
3/23/2018 96.10-01- 17.000 1170 Starr Rd	FS Multiple Dwellings 59	Joan M Robinson	Check #2243	00000433	\$182.00
6/1/2018					ъ

											Fee Group Paymer Pr	
	5/14/2018 3742 Route 11	5/14/2018 76.15 30.00 4386,4392 Route 11	5/4/2018 9 3512 Route 281	5/1/2018 86.13-0 27.000 11111-1121 Route 222	4/25/2018 87 19 3736 Kellogg Rd	4/24/2018 806 Route 13	4/19/2018 842 Bennie Rd	4/4/2018 96.09- 02.200 3654-3666 Route 281	4/3/2018 807 Route 13	3/28/2018 96.09- 02.200 3654-3666 Route 281	Group Payment Type Payment Date Address	
	97.02-01- 24.000	76.15-01- 30.000 oute 11	95.16-01- 23.000 81	86.13-01- 27.000 oute 222	87.00-03- 19.000 Rd	105.08-01- 06.000	105.00-02- 01.000 d	96.09-01- 02.200 oute 281	105.08-01- 04.000	96.09-01- 02.200 oute 281	Identifier	
	FS Mercantile	FS Public Assembly	FS Business	FS Mercantile	FS Business	FS Business	FS Business	FS Public Assembly	FS Business	FS Mercantile	Fee Type	
The state of the s	Marshall Family Assoc LP	Homer-Cortland Comm Agency Inc	3512 State Rt 281 LLC	Cortlandville Assoc LLC	Cortland Line Realty, LLC		JPB, LLC			Gator Cortlandville Partners	Payer	
The second secon	Check #207719	Check #22066	Check #004415	Check #47174	Check #15945	Check #21101	Check #0113454	Check #1408	Check #011664	Check #0000	Payment	
	00000484	00000480	00000476	00000471	00000462	00000460	00000456	00000444	00000442	00000483	Receipt# F	
	\$120.00	\$180.00	\$90.00	\$120.00	\$240.00	\$120.00	\$240.00	\$100.00	\$90.00	\$180.00	Fee Amount	

5/31/2018 86.13-01- 65.110 3930 Route 281	5/31/2018 86.13-01- 65.110 3918-3944 Route 281	5/31/2018 86.13-01- 65.110 3918-3944 Route 281	5/31/2018 86.13-01- 65.110 3918-3944 Route 281	5/30/2018 95.12-01- 08.000 3638 Route 281	5/29/2018 105.00-02- 07.000 819 Bennie Rd	5/21/2018 95.16-01- 24.100 3505 Route 281	5/21/2018 96.09-03- 08.000 1130 Route 13	5/17/2018 96.13-01- 05.000 Route 13	5/17/2018 97.00-01- 07.100 3819 Route 11	Fee Group Payment Type Payment Date Identifier Address
FS Business	FS Public Assembly	FS Business	FS Business	FS Public Assembly	FS Mercantile	FS Mercantile	FS Public Assembly	FS Mercantile	FS Business	Fee Type
Cortland Station Inc	93-1 Cortland Associates, LLC	Cortland Station Inc.	93-1 Cortland Associates, LLC	Bruench Incorporated	Wal-Mart Stores East, Lp	The Salvation Army		Farmington Lawn Care Inc	Cortland Bulk Milk Co- Op	Payer
Check #001089	Check #001089	Check #001089	Check #001089	Check #11127	Check #2132342	Check #032103	Check #22031	Check #92025	Check #21438	Payment
00000519	00000520	00000518	00000516	00000504 \$	00000525	00000497 \$	00000494 \$	00000489 \$	00000487	Receipt# Fee Aı
\$90.00	\$50.00	\$90.00	\$90.00	\$100.00	\$240.00	\$180.00	\$100.00	\$180.00	\$90.00	Fee Amount

5/17/2018 97.00-01- 07.100 3819 Route 11	5/17/2018 97.02-01- 04.000 3775 Route 11	5/18/2018 86.17-01- 07.200 3890 Route 281	5/21/2018 95.16-02- 76.000 880 Route 13	5/21/2018 95.00-10- 08.100 823 Route 13	5/29/2018 105.00-03- 14.000 641 Route 13	5/31/2018 86.13-01- 65.110 3918-3944 Route 281	Fee Group Payment Type Payment Date Identifier Address			
FS Business	FS Business	FS Public Assembly	FS Business	FS Business	FS Business	FS Business	FS Business	FS Business	FS Public Assembly	Fee Туре
Cortland Bulk Milk Co- Op	Shree Jageshwar LLC		Robert M Homer	J M Murray Center Inc	Pyrotek Inc	93-1 Cortland Associates, LLC	93-1 Cortland Associates, LLC	93-1 Cortland Associates, LLC	93-1 Cortland Associates, LLC	Payer
Check #21438	Check #2158	Check #248699	Check #20083	Check #203807	Check #283638	Check #001089	Check #001089	Check #001089	Check #001089	Payment
00000486	00000488 \$1	00000490	00000495 \$1	00000500 \$2	00000527 \$2	00000515	00000517	00000524	00000521	Receipt# Fee Ar
\$90.00	\$180.00	\$50.00	\$120.00	\$240.00	\$240.00	\$90.00	\$90.00	\$90.00	\$50.00	Fee Amount

	3/27/2018 77. 07 1819 Route 13	3/29/2018 95 72 873 Route 13	4/4/2018 96.09- 02.200 3654-3666 Route 281	4/19/2018 96.09- 02.200 3654-3666 Route 281	4/24/2018 87. 03. 3885 Route 11	5/1/2018 86.13-1 27.000 1111-1121 Route 222	5/1/2018 10: 07. 759 Route 13	5/2/2018 77. 02. 1731 Route 13	5/10/2018 96. 36. 1093 Route 13	5/14/2018 95. 08. 729 McLean Rd	Fee Group Payment Type Payment Date Ide Address
	77.00-12- 07.000	95.16-02- 72.000	96.09-01- 02.200 ute 281	01-	87.00-04- 03.000	01-	105.00-03- 07.000	77.17-01- 02.000	96.09-01- 36.000	95.11-04- 08.000 .d	Identifier
	FS Business	FS Public Assembly	FS Mercantile	FS Mercantile	FS Business	FS Mercantile	FS Public Assembly	FS Public Assembly	FS Public Assembly	FS Public Assembly	Fee Type
	1657 Hillside LLC	879 Route 13 LLC		Big Lots*	Cazenovia Equipment	Cortlandville Assoc LLC	Shipwreck Golf & Cones	Church Faith Baptist	The Presbytery of Susqe Valley	Church Ukrainian Pentecostal	Payer
	Check #1113	Check #1613	Check #666873	Check #810641	Check #114447	Check #47173	Check #12811	Check #002551	Check #2348557	Check #2951	Payment
e	00000435	00000441	00000443	00000455	00000459	00000470	00000472	00000474	00000477	00000481	Receipt# F
	\$180.00	\$50.00	\$180.00	\$180.00	\$180.00	\$180.00	\$100.00	\$100.00	\$100.00	\$100.00	Fee Amount

	1/10/2018 76.18-01- FS Pul 26.200 1234 Fisher Ave	1/10/2018 105.00-03- FS Business 04.000 797 Route 13	1/29/2018 86.13-01- FS Me 37.200 1067 Route 222	2/13/2018 96.09-02- FS Me 41.000 1040 McLean Rd	2/26/2018 86.13-01- FS Business 27.000 11111-1121 Route 222	3/9/2018 76.19-01- FS Mu 37.200 4295 Route 11	Fee Group Payment Type Payment Date Identifier Fee Type Address
	FS Public Assembly		FS Mercantile EN	FS Mercantile Uni Inc		FS Multiple Dwellings 59 Del	ype Payer
	C	HS Associates LLC C	ENY RT 222 & 281 LLC C	ted Refining Holding	Cortlandville Assoc LLC C	Delvecchio Family LLC C	
Fees Paid By Check:	Check #32543 0	Check #305510 0	Check #0006971443 0	Check #140283 0	Check #46924 0	Check #12981 0	Payment R
	00000393	00000394	00000402	00000413	00000424	00000429	Receipt# Fee !
\$7.258.00	\$200.00	\$180.00	\$180.00	\$90.00	\$90.00	\$336.00	Fee Amount

Fees Paid By Check: \$

\$7,258.00

FS Fees Total: \$7,468.00

Total Paid Fees: \$7,468.00

06/01/2018

Unpaid Fees Report

Fee Date From: January 01, 2018

To: May 31, 2018

Fee Group: All Municipality: All

Parent Type Transaction				
Fee Type	Fee Date	Owner Business		Amount
FS Business				
Inspection at 4037-4059 Re	oute 281, on 4 /20/2018			
FS Business	4/20/18	J M Murray Center Inc		\$240.00
Inspection at China City, FS Square ft.	Verizon, Smoker's Choice 3 2/20/18	8918-3944 Route 281, on 2 /20/2018 Cortland Station Inc.		\$60.00
Inspection at Cortland He	alth Center, Pro Active 125	59 Fisher Ave, on 5 /24/2018		
FS Business	5/31/18	CMA Properties LLC		\$180.00
Inspection at Marvin Win	dows 3901 Route 11, on 5 //	21/2018		
FS Business	5/21/18	Marvin Windows of NY		\$180.00
			Total:	\$660.00

Unpaid Fees Report

Fee Date From: January 01, 2018

To: May 31, 2018

Fee Group: All Municipality: All

arent Type Transaction			
Fee Type	Fee Date	Owner Business	Amount
Mercantile			
Inspection at 3934 Route 281, o	n 1 /19/2018		
FS Mercantile	1/19/18	Cortlandville Crossing LLC	\$180.00
Inspection at 3934 Route 281, o	n 2 /20/2018		
FS Public Assembly	2/20/18	Dollar Tree	\$60.00
Inspection at 3934 Route 281, o	n 2 /27/2018		
FS Mercantile	2/27/18	Dollar Tree	\$90.00
Inspection at 3934 Route 281, o	n 3 /14/2018		
FS Business	3/21/18	Cricket Wireless	\$120.00
Inspection at 3934 Route 281, or	n 3 /19/2018		
FS Business	3/19/18	Cricket Wireless	\$90.00
Inspection at 3934 Route 281, or	1 3 /9 /2018		
FS Business	3/9/18	Cricket Wireless	\$90.00
FS Business	4/3/18	Cricket Wireless	\$90.00
Inspection at A-Plus Sunoco 394	7 Route 281, on 5 /18	3/2018	
FS Mercantile	5/18/18	Sunoco Inc	\$90.00
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 Cortland Carpet, I	Delvecchio Law Firm	4030 Route 281, on 4 /18/2018	
FS Business	4/18/18	Delvecchio Family LLC	\$180.00
Inspection at Doug's Powersport	s 4019 Route 281, on	4 /18/2018	
FS Business	4/18/18	Earl D Clark	\$120.00
Inspection at Thrifty Shopper 36	554-3666 Route 281, c	on 1 /8 /2018	
FS Mercantile	1/8/18	Gator Cortlandville Partners	\$180.00

06/01/2018

Unpaid Fees Report

Fee Date From: January 01, 2018

To: May 31, 2018

Fee Group: All Municipality: All

Fee Type	Fee Date	Owner Business		Amount
FS Mercantile	5/18/18	Flower Shop Cortlandville LLC		\$180.00
			Total:	\$1,471.00
S Public Assembly				
Inspection at 3333 Clute Rd,	on 5 /15/2018			
FS Public Assembly	5/15/18	Church Baptist		\$100.00
Inspection at 3369 Walden O	aks Blvd, on 4 /25/2018			
FS Business	4/25/18	Walden Oaks Country Club Inc		\$90.00
Inspection at Page Green Rd,	on 4/3/2018			
FS Public Assembly	4/3/18	Churches of Christ		\$90.00
			Total :	\$280.00

MONTHLY REPORT OF SUPERVISOR

F-2

TO THE TOWN BOARD OF THE TOWN OF CORTLANDVILLE

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me during the month of May, 2018:

DATED: June 1, 2018

Richard C. Tupper

		Balance	_		Balance
		04/30/2018	Increases	Decreases	05/31/2018
A GENERAL FUND -	TOWNWIDE				
CASH - CHECKING		0.00	244,225.48	244,225.48	0.0
CASH - SAVINGS		1,976,837.74	316,484.17	244,225.48	2,049,096.4
PETTY CASH		750.00	0.00	0.00	750.0
SPECIAL RESERVE -	UNEMPLOYMENT	83,604.03	1.37	0.00	83,605.4
SPECIAL RESERVE -	RETIREMENT	30,099.56	0.50	0.00	30,100.0
	TOTAL	2,091,291.33	560,711.52	488,450.96	2,163,551.8
B GENERAL FUND - (OUTSIDE VILLAG	E			
CASH - CHECKING		0.00	25,863.97	25,863.97	0.0
CASH - SAVINGS		598,659.07	22,883.20	25,863.97	595,678.3
STARR RD PARK RGT	MEMORIAL FUN	1,645.51	0.02	0.00	1,645.5
SPECIAL RESERVE -	RETIREMENT	19,010.93	0.32	0.00	19,011.2
	TOTAL	619,315.51	48,747.51	51,727.94	616,335.0
CD1- BLODGETT MILI	S REHAB PROGR	AM			
		0.00	0.00	0.00	0.0
CASH - SAVINGS		7,969.82	0.13	7,969.82	0.1
	TOTAL	7,969.82	0.13	7,969.82	0.1
CD3- TOWNWIDE REHA	BILITATION				
CASH - CHECKING		0.00	54,535.16	54,535.16	0.0
	TOTAL	0.00	54,535.16	54,535.16	0.0
CD4- COMMUNITY DEV	ELOPMENT				
CASH - CHECKING		1,701.27	0.00	1,701.27	0.00
CASH - SAVINGS		333,921.81	5,396.09	112,328.81	226,989.0
	TOTAL	335,623.08	5,396.09	114,030.08	226,989.0
DA HIGHWAY FUND -	TOWNWIDE				
		0.00	0.00	0.00	0.00
CASH - SAVINGS		275,152.04	4.60	0.00	275,156.6
	TOTAL	275,152.04	4.60	0.00	275,156.6
TA TRUST & AGENCY					
CASH - CHECKING		27,796.09	292,043.42	285,328.83	34,510.68
	TOTAL	27,796.09	292,043.42	285,328.83	34,510.68

	Balance 04/30/2018	Increases	Decreases	Balance 05/31/2018
TE EXPENDABLE TRUST FUND				
CASH - CHECKING	791.93	0.00	0.00	791.9
TOTAL	791.93	0.00	0.00	791.9
SS SEWER DISTRICT				
CASH - CHECKING	173,698.44	183,658.70	303,438.62	53,918.5
CASH - SAVINGS	690,837.84	173,709.99	129,740.18	734,807.6
PETTY CASH	100.00	0.00	0.00	100.0
SPECIAL RESERVE - IMPROVEMENTS	382,097.50	6.28	0.00	382,103.7
SPECIAL RESERVE - RETIREMENT	13,402.93	0.22	0.00	13,403.1
TOTAL	1,260,136.71	357,375.19	433,178.80	1,184,333.1
SW WATER DISTRICT				
CASH - CHECKING	131,131.55	89,751.59	163,452.95	57,430.1
CASH - SAVINGS	1,728,511.82	131,160.44	32,321.40	1,827,350.8
PETTY CASH	100.00	0.00	0.00	100.0
SPECIAL RESERVE - IMPROVEMENTS	374,739.44	6.16	0.00	374,745.6
SPECIAL RESERVE - RETIREMENT	13,025.62	0.22	0.00	13,025.8
TOTAL	2,247,508.43	220,918.41	195,774.35	2,272,652.4
F CORTLANDVILLE FIRE DISTRIC	r			
	0.00	0.00	0.00	0.0
TOTAL	0.00	0.00	0.00	0.0
HE SAUNDERS ROAD SEWER PROJEC	r			
	0.00	0.00	0.00	0.0
TOTAL	0.00	0.00	0.00	0.0
DB HIGHWAY FUND - OUTSIDE VIL	LAGE			
CASH - CHECKING	0.00	153,837.33	153,837.33	0.0
CASH - SAVINGS	1,427,396.95	588,399.14	153,837.33	1,861,958.7
SPECIAL RESERVE - EQUIPMENT	338,203.89	5.56	0.00	338,209.4
SPECIAL RESERVE - RETIREMENT	353.07	0.01	0.00	353.0
TOTAL	1,765,953.91	742,242.04	307,674.66	2,200,521.2
G GUTCHESS LUMBER SPORTS COM	PLEX			
CASH - CHECKING	0.00	42,183.70	42,183.70	0.0
CASH - SAVINGS	3,100,321.34	51.81	42,183.70	3,058,189.4
TOTAL	3,100,321.34	42,235.51	84,367.40	3,058,189.4
	11 721 060 10	2 224 200 50	2 022 020 00	12 022 021 7
TOTAL ALL FUNDS	11,731,860.19	2,324,209.58	2,023,038.00	12,033,031

Town Clerk Monthly Report May 01, 2018 - May 31, 2018

Account#	Account Description	Fee Description	Qty	
A1255	Clerk Fees	Certified Copies - N	Marriage 2	
		FOIL - Fee	10	
		Interest on NOW A	ccount 1	
	Conservation	Conservation	16	
	Marriage License Fee	marriage license	4	70.00
			Sub-Total:	\$140.81
A1550	Clerk Fees	Dog Redemption F	ee 1	30.00
	*		Sub-Total:	\$30.00
A2544	Dog Licensing	Female, Spayed	31	310.00
		Female, Unspayed	1	19.00
		Male, Neutered	32	320.00
		Male, Unneutered	4	76.00
		Replacement Tags	1	4.00
	Late Fee	Late Fee	9	45.00
			Sub-Total:	\$774.00
B1540	Ordinance Permit Fee	Fire Inspection Fee	31	3,870.00
			Sub-Total:	\$3,870.00
B1570	Ordinance Permit Fee	Demolition Permit	1	1,083.00
			Sub-Total:	\$1,083.00
B1603	Clerk Fees	Genealogy	1	22.00
		Vitals - Death	10	100.00
			Sub-Total:	\$122.00
B2111	Ordinance Permit Fees	Building	11	794.00
			Sub-Total:	\$794.00
		To	otal Local Shares Remitted:	\$6,813.81
Amount paid to:	NYS Ag & Markets for spay/neuter program			78.00
Amount paid to:	NYS Department of Health			90.00
Amount paid to:	NYS Environmental Conservation			1,604.31
	nty & Local Revenues: \$8,586.12	=	otal Non-Local Revenues:	\$1,772.31

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Kristin E. Rocco-Petrella, RMC, Town Clerk, Town of Cortlandville during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Town Clerk

Trial Balance Report 2018

4-4

Date: 06/05/2018	Town/County		
Warrant	\$11,891,729.58		
Adjustments	\$0.00		
Adjusted Warrant	\$11,891,729.58		
Full Payments	\$10,736,453.62		
Partial Payments	\$21,181.73		
Direct to County	\$729,725.18 NOT Deposited in the bank	Direct to Cty	\$729,725.18
Over Paid	\$0.00 (to be refunded)	Direct Penalties	\$0.00
Tax Collected	\$11,487,360.53 Collected 96.60 %	Total Direct	\$729,725.18
Tax Less Direct	\$10,757,635.35		
Service Charge	\$20.00 Service Charge Billed \$-20.00		
Surcharge	\$0.00	Credit	\$68,278.22
Misc Coll.	\$146.00	Cash	\$177,378.23
Full/Partial Penalties	\$31,787.28	Check	\$10,543,932.18
Net Deposit	\$10,789,588.63 Does not include any overpayments shown above	Total Deposit Includes over	Deposit \$10,789,588.63 Includes overpayments shown above
NOT Collected	\$404,369.05		

Balance Successful

This sheet should match your bank records.

WARRANT

06/05/2018

Cortlandville

Description		Original Tax Amount	Adjustment	Adjusted Tax Amount	Tax Collected
County Taxes		55,481.04	0.00	55,481.04	53,594.45
County Taxes		364,664.53	0.00	364,664.53	352,264.40
Relevy Sewer		15,133.43	0.00	15,133.43	14,618.83
County Taxes		7,936,881.20	0.01	7,936,881.21	7,666,993.71
Relevy Water		13,201.43	0.00	13,201.43	12,752.53
Town of Cortlandvill		8,070.42	0.00	8,070.42	7,795.99
Town of Cortlandvill		51,936.75	0.00	51,936.75	50,170.68
Cortlandville Fire		765,460.07	0.00	765,460.07	739,431.19
Town of Cortlandvill		1,749,627.91	-0.01	1,749,627.90	1,690,133.16
School Relevy		384,178.99	0.00	384,178.99	371,115.28
Village Relevy		26,305.40	0.00	26,305.40	25,410.91
Cortlandville sewer		308,967.21	0.00	308,967.21	298,461.02
Cortlandville water		211,821.20	0.00	211,821.20	204,618.38
	Totals:	11,891,729.58	0.00	11,891,729.58	11,487,360.53

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Summary Report -
Summary Report -
Summary Report -

06/05/2018

!!! Warning !!! Report by deposit date may not match the balancing report because of batches left open for a long time or deposited late.

Batch		Payment	Totaltax	Penalty	Servicechg	Surcharge	Misc
148	89	60,546.46	58,782.98	1,763.48	00:00	0.00	0.00
Totals for 05/01/2018		60,546.46	58,782.98	1,763.48	0.00	0.00	0.00
149	6:	12,768.79	12,322.75	430.04	0.00	0.00	16.00
Totals for 05/03/2018		12,768.79	12,322.75	430.04	0.00	0.00	16.00
150	09	18,167.25	17,608.52	556.73	0.00	0.00	2.00
Totals for 05/04/2018		18,167.25	17,608.52	556.73	0.00	0.00	2.00
151	51	6,121.15	5,881.88	235.27	0.00	0.00	4.00
Totals for 05/07/2018		6,121.15	5,881.88	235.27	0.00	00:00	4.00
152	25	11,356.81	10,910.40	436.41	0.00	0.00	10.00
Totals for 05/08/2018		11,356.81	10,910.40	436.41	0.00	00.00	10.00
37	153	3,518.37	3,379.20	135.17	0.00	0.00	4.00
16	154	5,449.14	5,231.87	209.27	0.00	0.00	8.00
Totals for 05/09/2018		8,967.51	8,611.07	344.44	0.00	00.00	12.00
155	35	6,175.84	5,936.38	237.46	00:00	0.00	2.00
Totals for 05/10/2018		6,175.84	5,936.38	237.46	0.00	00.00	2.00
15	156	4,395.31	4,218.56	168.75	00.00	0.00	8.00
Totals for 05/15/2018		4,395.31	4,218.56	168.75	0.00	00.00	8.00
157	25	126.97	122.52	2.45	00:00	0.00	2.00
16	158 1	108,558.56	104,377.46	4,173.10	0.00	0.00	8.00
Totals for 05/16/2018	1	108,685.53	104,499.98	4,175.55	0.00	0.00	10.00

Batch	Payment	Totaltax	Penalty	Servicechg	Surcharge	Misc
159	9 8,721.18	8,381.90	335.28	0.00	0.00	4.00
Totals for 05/17/2018	8,721.18	8,381.90	335.28	0.00	0.00	4.00
160	549.81	549.81	0.00	0.00	0.00	00.0
Totals for 05/18/2018	549.81	549.81	00.00	0.00	0.00	0.00
161	6,541.38	6,285.94	251.44	0.00	0.00	4.00
Totals for 05/21/2018	6,541.38	6,285.94	251.44	0.00	0.00	4.00
162	2 -61.26	-61.26	0.00	0.00	0.00	0.00
163	3 2,651.05	2,547.16	101.89	0.00	0.00	2.00
Totals for 05/24/2018	2,589.79	2,485.90	101.89	0.00	00.00	2.00
164	4 2,081.27	1,999.30	79.97	0.00	0.00	2.00
Totals for 05/25/2018	2,081.27	1,999.30	79.97	0.00	00.00	2.00
165	5 29,819.59	28,668.84	1,146.75	0.00	0.00	4.00
Totals for 05/29/2018	29,819.59	28,668.84	1,146.75	0.00	0.00	4.00
166	3 10,355.12	9,939.55	397.57	0.00	0.00	18.00
Totals for 05/30/2018	10,355.12	9,939.55	397.57	0.00	0.00	18.00
167	7 29,342.53	28,188.96	1,127.57	0.00	0.00	26.00
Totals for 05/31/2018	29,342.53	28,188.96	1,127.57	0.00	00.00	26.00
168	3 10,178.75	9,777.65	391.10	0.00	0.00	10.00
Totals for 06/01/2018	10,178.75	9,777.65	391.10	0.00	0.00	10.00
169	391.34	374.37	14.97	0.00	0.00	2.00
170	17,792.95	17,098.99	683.96	0.00	0.00	10.00
Totals for 06/04/2018	18,184.29	17,473.36	698.93	0.00	0.00	12.00

\$0.00

\$146.00

\$0.00

\$12,878.63

\$342,523.73

\$355,548.36

879 McLean Road Cortland, NY 13045 607.753.9386

F-5

Town of Cortlandville-Including Village of McGraw Monthly Report • May 2018

Dogs Impounded	2	Dispositions	
Citizen		Redeemed	
CCSD		Adopted	
SPCA	2	Euthanized	
os		DOA	
		Still at Shelter	
		Transferred	

Complaints This Month	19	YTD: 60	
Dog Control:			
Dog at Large	4		
Unlicensed	1		
Unvacinated			
Bite Case	1		
Harass/Barking/Loud	2		
Lost Dog	1		
Animal Cruelty:			
Dog/Cat Abandonment	2		
Dog/Cat Abuse	1		
Dog/Cat Neglect			
Dog/Cat Sick or Injured	2		
Injured Wildlife	1		
Injured Farm Animal	1		
Hot/Cold Vehicle	3		
Dispositions:			
Compliance Order	3		
No Violation			
Completed	4		
Unable to Locate	5		
Animal Picked Up	3		
Returned to Owner	3		
Pending Investigation			
Charges/Arrest	1		
Tickets Issued:	0	Tickets Issued YTD:	0
Dogs Impounded this month:	2	Dogs Impounded YTD	7
Cats Impounded this month:	2	Cats Impounded YTD:	10
Citizen Assist:	0	Citizen Assist YTD:	0



6-1

June 1, 2018

Re: Government Affairs Point of Contact

Dear Municipal Official:

We are in the process of internal assignment modifications in Government Affairs. While we are assessing processes and improvements to better serve the needs of our communities, I would like to notify you of your new point of contact for Government Affairs and franchising in your municipality:

Alice Kim
Director, Government Affairs
Charter Communications
6005 Fair Lakes Road
East Syracuse, NY 13057
315-634-6170
Alice.kim@charter.com

If you have any additional questions or concerns, please feel free to contact me at 518-640-8557 or via email at charles williams@charter.com.

We look forward to our continued relationship with your municipality.

Sincerely,

Charlie Williams

Vice President, Government Affairs

Charter Communications

Cherle III

OWNER-OCCUPIED LOAN AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

1. The Town agrees to lend \$27,160.00 plus additional funds if there are any approved change orders to the Borrower (the "total CDBG assistance"); \$ N/A of which shall be provided as a direct loan with an interest rate of zero percent (0%) repayable pursuant to the terms and conditions noted below under the heading "Direct Loan" if applicable, and \$27,160.00 of which shall be provided as a deferred payment loan with an interest rate of zero percent (0%) repayable pursuant to the terms and conditions noted below under the heading "Deferred Payment Loan". The direct loan and/or deferred payment loan portions of the CDBG assistance may also be referred to as the loan or loans, collectively.

A. **Direct Loan**

Not Applicable

B. **Deferred Payment Loan**

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

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

- b. The Borrower voluntarily or involuntarily no longer makes the property his/her/their primary residence within five years from the date of completion of the CDBG project including but not limited to, relocation, death, nursing home confinement, or imprisonment; or
- c. The Borrower sells, conveys or otherwise transfers ownership or title in the Property within five years from the date of completion of the CDBG project; or
- d. The Borrower rents, leases, or allows the use of the Property for any other person other than the Borrower within five years from the date of completion of the CDBG project; or
- e. The Borrower violates any other terms of this Agreement within five years from the date of completion of the CDBG project.

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

- 2. The Borrower agrees to sign a new Owner-Occupied Loan Agreement and Note and Mortgage if the amount of funds advanced is different from the amount identified in #1 above.
- 3. The Borrower agrees and accepts as a condition of this assistance from the Town to bring current, and keep current for the duration of this loan, all real property taxes, assessments, and water/sewer charges pertaining to all property owned by Borrower in the Town of Cortlandville, Cortland County, New York.
- 4. The Borrower will provide proof of fire insurance on the subject property to the Town with the Town of Cortlandville listed as a Loss Payee or Mortgagee, as determined by the Town. The insurance shall be in an amount adequate to cover all outstanding debts on the property including the Town's loan or loans, whichever is greater. The insurance will be kept current for the life of the loan or loans.
- 5. The Borrower will sign a Note and Mortgage in the amount of \$27,160.00, even date herewith, as a condition of this Agreement, and in the event that said Note and Mortgage terms conflict with the terms and conditions stated herein, said Note and Mortgage provisions shall prevail.
- 6. The Borrower acknowledges the rights of the Town as creditor and agrees to notify the Town prior to incurring any additional debt on the subject property which could cause a lien to be filed against said property.

- 7. At the option of the Town, the direct loan and /or deferred payment loan portions of the CDBG assistance, whichever is applicable, will be paid in full if the property is sold and/or if the Borrower no longer uses the subject property as Borrower's primary place of residence before the term of the direct loan and/or deferred payment loan expires, whichever is applicable. In the event a pay off is required hereunder, the Borrower will be credited with a residency credit on the deferred payment loan portion of the CDBG assistance determined as noted in condition 1.B. above.
- 8. At the option of the Town, no advance shall be due unless (a) all work usually done at that stage of construction is done in a good and workmanlike manner, and (b) all materials and fixtures usually installed and furnished by that stage of construction are installed and furnished. The Town shall inspect the work prior to the making of any installment. Work is to be done to the Town's satisfaction. No installment is to be paid unless construction is approved by an engineer, architect, or other party satisfactory to the Town.
- 9. At the option of the Town, if the work stops or does not proceed at a reasonable speed, the Town may employ workmen and purchase materials to complete or protect the work. If mechanics liens or orders or assignments of contract are filed against the property, the Town may pay and satisfy them. If any taxes, assessments, sewer rates, or water rates charged against the property are not paid when due, the Town may pay them. Payments made by the Town under this Paragraph are secured by the aforementioned Note and Mortgage as if they were installments paid to the Borrower.
- 10. At the option of the Town, Borrower agrees to pay for and indemnify the Town for all claims or liens for materials, labor, or services furnished for the improvements on the property. Borrower shall defend any action or proceeding brought against the Town on these liens or claims with an attorney of the Town's choice.
- 11. The Borrower agrees to maintain the subject property and make immediate corrections to any code violations. Yearly inspections of the subject property may be made for the term of the loan or loans, whichever term is longer, by the Town Code Enforcement Office or other Town representatives.
- 12. Compliance with HUD requirements: The Borrower shall comply with all of the following requirements:
 - (a) The regulations for the CDBG Program contained in 24, Part 570.
- (b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion, national origin, sex, familial status, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project assisted with Community Development Block Grant funds.

- (c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234), if the rehabilitated property is located within the Town's floodplain area.
- (d) The regulations, policies, guidelines, and requirements of OMB Circular A-102 Revised (Handbook 1300.17), which relates to the acceptance and use of federal funds.
- (e) Requests from HUD, the Town and/or the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the loan and cooperate fully with the Town in supplying information to meet CDBG audit requirements.
- (f) The regulations of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; which directly prohibits discrimination in the sale, financing, rental, or advertisement of housing on the basis of race, color, religion, national origin, sex, familial status, or handicap.
- (g) The lead-based paint requirements of 24 CFR, Part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 480l e t seq.).
- 13. The Borrower will, if requested by the Town, cooperate fully and adjust for clerical errors, execute, or re-execute any and all agreements or other documents executed as evidence of the Borrower's debt to the Town as deemed necessary or desirable in the reasonable discretion of the Town to enable the Town to fully complete the transaction as intended, and to protect the Town's interests to the satisfaction of its Town's legal counsel.
- 14. In the event the direct loan and/or deferred payment loan is provided to rehabilitate a multi-family, owner-occupied property, the Borrower agrees to comply with the Town's requirements to make units both available and affordable to low-to-moderate income persons/households. In order to insure the rental unit(s) are available to low/mod persons/households, the Borrower agrees to rent the non owner-occupied unit(s) to only low-to-moderate income individuals or households for the longer of the term of the direct loan or deferred payment loan portion of the total CDBG assistance, whichever is applicable. The most current HUD income limits for the County as adjusted for family size shall be used to determine if a person/household meets the low-to-moderate income test.

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

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

- (ii) the subject property's rental unit(s) is renting above the FMR and is occupied by a low/mod household(s), the property owner agrees to immediately reduce the rent for said unit(s) to the established FMR (net of utility allowances for utilities paid by tenant) at the time of signing the agreement to participate in the rehabilitation program.
- (iii) the unit(s) is renting above the FMR and is occupied by a non low/mod tenant, the property owner will not be required to reduce the rent nor be required or allowed to displace the non low/mod tenant(s). The property owner agrees to comply with the FMR requirements when and if the non low/mod tenant(s) first vacate the property.
- (iv) the unit(s) is vacant, the property owner agrees to rent to a low/mod household and to comply with the FMR requirements immediately upon occupancy.

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

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

- 15. In the event there is more than one Borrower, each shall be jointly and severely responsible for the direct loan and/or deferred payment loan, whichever is/are applicable.
- 16. This Agreement is binding upon the parties hereto, their heirs, successors, representatives, administrators, and assigns. The Borrower shall not assign without Town approval.

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

Town of Cortlandville

Richard Tupper, Supervisor

BORROWER:

Earl D. Fox

Donna M. Fox

Laura Fox

ACKNOWLEDGEMENT

STATE OF NEW YORK) COUNTY OF CORTLAND) ss:
On the day of in the year 2018 before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Tupper, Supervisor of the Town of Cortlandville, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.
Notary Public
STATE OF NEW YORK COUNTY OF CORTLAND ss: On the day of day of in the year 2018 before me, the undersigned, a Notary Public in and for said state, personally appeared Earl D. Fox and Donna M. Fox, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.
Notary Public KATHARINE L. BLAISDELL Notary Public, State of New York No. 01BL6251151 Qualified in Cortland County My Commission Expires 11/14/20 19 COUNTY OF CORTLAND) SS:
On the 10 day of May in the year 2018 before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Fox, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the

individual, or the person upon behalf of which the individual acted, executed the

instrument.

Notary Public

KATHARINE L.

Notary Public. Sta

KATHARINE L. BLAISDELL
Notary Public, State of New York
No. 01BL6251151
Qualfied in Cortland County
My Commission Expires 11/14/20 19

SCHEDULE A

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

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

AND ALSO:

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

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

OWNER-OCCUPIED LOAN AGREEMENT

1-36

Made this <u>16</u> day of May 2018 by Darik Hanback and Amber Hanback, residing at 3673 Pendleton Street, Cortland, New York (the "Borrower") and the Town of Cortlandville, a municipal corporation with offices at 3577 Terrace Road, Cortland, New York (the "Town"), through the Town of Cortlandville's Community Development Block Grant (CDBG) Program (the "program").

WITNESSETH THAT:

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

WHEREAS the Borrower has applied for such a loan, or loans, and is qualified and eligible for funds from this program, to be spent on their property located at 3673 Pendleton Street, Cortland, New York, (the "subject property" as described in the attached Schedule A) for certain repairs and improvements (the "CDBG project"), and

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

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

1. The Town agrees to lend \$31,384.29 plus additional funds if there are any approved change orders to the Borrower (the "total CDBG assistance"); \$\frac{N/A}{A}\$ of which shall be provided as a direct loan with an interest rate of zero percent (0%) repayable pursuant to the terms and conditions noted below under the heading "Direct Loan" if applicable, and \$31,384.29 of which shall be provided as a deferred payment loan with an interest rate of zero percent (0%) repayable pursuant to the terms and conditions noted below under the heading "Deferred Payment Loan". The direct loan and/or deferred payment loan portions of the CDBG assistance may also be referred to as the loan or loans, collectively.

A. Direct Loan

Not Applicable

B. Deferred Payment Loan

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

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

- b. The Borrower voluntarily or involuntarily no longer makes the property his/her/their primary residence within five years from the date of completion of the CDBG project including but not limited to, relocation, death, nursing home confinement, or imprisonment; or
- c. The Borrower sells, conveys or otherwise transfers ownership or title in the Property within five years from the date of completion of the CDBG project; or
- d. The Borrower rents, leases, or allows the use of the Property for any other person other than the Borrower within five years from the date of completion of the CDBG project; or
- e. The Borrower violates any other terms of this Agreement within five years from the date of completion of the CDBG project.

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

- 2. The Borrower agrees to sign a new Owner-Occupied Loan Agreement and Note and Mortgage if the amount of funds advanced is different from the amount identified in #1 above.
- 3. The Borrower agrees and accepts as a condition of this assistance from the Town to bring current, and keep current for the duration of this loan, all real property taxes, assessments, and water/sewer charges pertaining to all property owned by Borrower in the Town of Cortlandville, Cortland County, New York.
- 4. The Borrower will provide proof of fire insurance on the subject property to the Town with the Town of Cortlandville listed as a Loss Payee or Mortgagee, as determined by the Town. The insurance shall be in an amount adequate to cover all outstanding debts on the property including the Town's loan or loans, whichever is greater. The insurance will be kept current for the life of the loan or loans.
- 5. The Borrower will sign a Note and Mortgage in the amount of \$31,384.29, even date herewith, as a condition of this Agreement, and in the event that said Note and Mortgage terms conflict with the terms and conditions stated herein, said Note and Mortgage provisions shall prevail.
- 6. The Borrower acknowledges the rights of the Town as creditor and agrees to notify the Town prior to incurring any additional debt on the subject property which could cause a lien to be filed against said property.

- 7. At the option of the Town, the direct loan and /or deferred payment loan portions of the CDBG assistance, whichever is applicable, will be paid in full if the property is sold and/or if the Borrower no longer uses the subject property as Borrower's primary place of residence before the term of the direct loan and/or deferred payment loan expires, whichever is applicable. In the event a pay off is required hereunder, the Borrower will be credited with a residency credit on the deferred payment loan portion of the CDBG assistance determined as noted in condition 1.B. above.
- 8. At the option of the Town, no advance shall be due unless (a) all work usually done at that stage of construction is done in a good and workmanlike manner, and (b) all materials and fixtures usually installed and furnished by that stage of construction are installed and furnished. The Town shall inspect the work prior to the making of any installment. Work is to be done to the Town's satisfaction. No installment is to be paid unless construction is approved by an engineer, architect, or other party satisfactory to the Town.
- 9. At the option of the Town, if the work stops or does not proceed at a reasonable speed, the Town may employ workmen and purchase materials to complete or protect the work. If mechanics liens or orders or assignments of contract are filed against the property, the Town may pay and satisfy them. If any taxes, assessments, sewer rates, or water rates charged against the property are not paid when due, the Town may pay them. Payments made by the Town under this Paragraph are secured by the aforementioned Note and Mortgage as if they were installments paid to the Borrower.
- 10. At the option of the Town, Borrower agrees to pay for and indemnify the Town for all claims or liens for materials, labor, or services furnished for the improvements on the property. Borrower shall defend any action or proceeding brought against the Town on these liens or claims with an attorney of the Town's choice.
- 11. The Borrower agrees to maintain the subject property and make immediate corrections to any code violations. Yearly inspections of the subject property may be made for the term of the loan or loans, whichever term is longer, by the Town Code Enforcement Office or other Town representatives.
- 12. Compliance with HUD requirements: The Borrower shall comply with all of the following requirements:
 - (a) The regulations for the CDBG Program contained in 24, Part 570.
- (b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion, national origin, sex, familial status, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project assisted with Community Development Block Grant funds.

- (c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234), if the rehabilitated property is located within the Town's floodplain area.
- (d) The regulations, policies, guidelines, and requirements of OMB Circular A-102 Revised (Handbook 1300.17), which relates to the acceptance and use of federal funds.
- (e) Requests from HUD, the Town and/or the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the loan and cooperate fully with the Town in supplying information to meet CDBG audit requirements.
- (f) The regulations of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; which directly prohibits discrimination in the sale, financing, rental, or advertisement of housing on the basis of race, color, religion, national origin, sex, familial status, or handicap.
- (g) The lead-based paint requirements of 24 CFR, Part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 480l et seq.).
- 13. The Borrower will, if requested by the Town, cooperate fully and adjust for clerical errors, execute, or re-execute any and all agreements or other documents executed as evidence of the Borrower's debt to the Town as deemed necessary or desirable in the reasonable discretion of the Town to enable the Town to fully complete the transaction as intended, and to protect the Town's interests to the satisfaction of its Town's legal counsel.
- 14. In the event the direct loan and/or deferred payment loan is provided to rehabilitate a multi-family, owner-occupied property, the Borrower agrees to comply with the Town's requirements to make units both available and affordable to low-to-moderate income persons/households. In order to insure the rental unit(s) are available to low/mod persons/households, the Borrower agrees to rent the non owner-occupied unit(s) to only low-to-moderate income individuals or households for the longer of the term of the direct loan or deferred payment loan portion of the total CDBG assistance, whichever is applicable. The most current HUD income limits for the County as adjusted for family size shall be used to determine if a person/household meets the low-to-moderate income test.

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

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

- (ii) the subject property's rental unit(s) is renting above the FMR and is occupied by a low/mod household(s), the property owner agrees to immediately reduce the rent for said unit(s) to the established FMR (net of utility allowances for utilities paid by tenant) at the time of signing the agreement to participate in the rehabilitation program.
- (iii) the unit(s) is renting above the FMR and is occupied by a non low/mod tenant, the property owner will not be required to reduce the rent nor be required or allowed to displace the non low/mod tenant(s). The property owner agrees to comply with the FMR requirements when and if the non low/mod tenant(s) first vacate the property.
- (iv) the unit(s) is vacant, the property owner agrees to rent to a low/mod household and to comply with the FMR requirements immediately upon occupancy.

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

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

- 15. In the event there is more than one Borrower, each shall be jointly and severely responsible for the direct loan and/or deferred payment loan, whichever is/are applicable.
- 16. This Agreement is binding upon the parties hereto, their heirs, successors, representatives, administrators, and assigns. The Borrower shall not assign without Town approval.

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

Town of Cortlandville

Richard Tupper, Supervisor

BORROWER:

Darik Hanback

Amber Hanback

ACKNOWLEDGEMENT

STATE OF NEW YORK COUNTY OF CORTLAND)	ss:
Notary Public in and for sa of the Town of Cortlandvill satisfactory evidence to be instrument and acknowled	id state, e, perso e the ind ged to i e instru	in the year 2018 before me, the undersigned, a personally appeared Richard Tupper, Supervisor nally known to me or proved to me on the basis of dividual whose name is subscribed to the within me that he executed the same in his capacity, and ment, the individual, or the person upon behalf of ed the instrument.
		Notary Public
STATE OF NEW YORK COUNTY OF CORTLAND)	SS:
Notary Public in and for sa Hanback, personally know evidence to be the individu and acknowledged to me th	nid state on to m als who nat they strumer	involuir
		Notary Public

ADELINE MONTALVO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01M06274569
Qualified in Cortland County
My Commission Expires January 07, 20

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cortiondville, County of Cortiond and State of New York, being a part of Lot No. 75 in said town and bounded and described at follows:

BEGINNING of a point in the center line of Ederation of South Penaleton Street, sold point of beginning being located at the southeast corner of the kinds of Charlotte D. Allen Smith (as described in a deed from W. Verne Mickman and Hazel E. Hickman to Charlotte D. Allen Smith (as described in a deed from W. Verne Hickman and Hazel E. Hickman to Charlotte D. Allen dated October 11, 1950, recorded October 23, 1950 in Liber 216 of Deeds at page 278 of the Carlotte October 23, 1950 in Liber 216 of Deeds at page 278 of the Carlotte County Claric's Office); running thence westerly along the advisor line between the lands of Charlotte D. Allen and Hazel L. Smith, on the south, a distance of 162 feet to a point on said line; running thence northerly on a line parallel with the center the of said highway a distance of 35 feet to a point in the lands of Charlotte D. Allens running thence easierly a distance of 162 feet to a line parallel with the south boundary line of the Lot herein described to the center of said highway; running thence southerly along the center of said highway; running thence southerly along the center of said highway; running thence southerly along the center of said highway; running thence southerly along the center of said

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cortlandville, County of Cortland and State of New York, being a part of Lot No. 75 in sold fown and bounded and described as follows:

BEGINNING at the southwest comer of the parcel of land described in a deed from Charlotte D. Alien Smith (tornerly Charlotte D. Alien) to Edith Hicla, which deed is dated December 13, 1951, recorded July 3, 1952 in Liber 221 of Deeds at page 506; running thence westerly along first party's (Charlotte D. Alien Smith's) south the a abtance of approximately one hundred nineteen and four tenths south the a abtance of approximately one hundred nineteen and four tenths (119A) teel to the said Charlotte D. Alien Smith's west line a distance of number therape northerly along Charlotte D. Alien Smith's west line a distance of fifty five (55) feet to a point, running thence earliety a distance of approximately one hundred nineteen and four tenths (119A) feet to the northwest comer of the parcel of land conveyed by Charlotte D. Alien Smith to Edith Hicla by deed referred to above; running thence southerly along the west line of said parcel owned by Edith Hicla a distance of fifty five (55) feet to the point or place of beginning.

ALSO ALL THAT TRACT OR PARCE. OF LAND situate in the Town of Contionchile, County of Cortional and State of New York, being a part of Lat No. Seventy five in said town and bounded and described as follows:

BEGINNING of a point in the conter line of South Pendiaton Street Education, sold point of beginning being located a distance of \$28.9 feet more or less from the intersection of solid center line of South Pancilaton Street with the center of line of Cross Road at the south line of Lot No. seventy live (75) Corticinaville, which point is the northeast corner of a parcel of land described in a deed from Charlotte D. (Alich) Smith, (formerly Charlotte D. Alien) to Edith Hicks, dotted December 13, 1951 and recorded July 3, 1952 in the Corlland County Clerk's Office in Liber 221 Doeds at page 508; running thence westerly along the north line of land awned by Edith Hicks a distance of 281 A feet to a point located at the northwest corner of a parcel of lands described in a deed from Chattotte D. (Allen) Smith to Edith tilicla, dated March 14, 1953 and recorded July 14, 1953 in Liber 224 of Deeds at page 878; running thence normally on a line parallel with the center the of South Pendieton Street Edension a chitance of 15 feet to a point; thence running ecisterly 281.4 +/- feet to a point in the center line of South Pendleton Street Education which is located a distance of 20 feet north of the place of beginning: knence running south along the center kne of said street distance of 20 feet to the piece of beginning.

May 31, 2018

Re: SRBC Pump Testing Requirement for Terrace Rd Well

Dear Supervisor Tupper and Member s of the Town Board,

Since August of 2016, we have been working with Clough Harbor and Associates (CHA) on the Susquehanna River Basin Commission (SRBC) renewal/permitting process, for our production wells.

As part of our continued effort in permitting our wells, The SRBC has now required that a pump test be performed on the Terrace rd. well.

Attached is the pump testing proposal submitted by C.H.A .for \$16,400.00.

To Date we have paid CHA and the SRBC \$45,275.00 out of the \$117,000.00 we budgeted for this project.

As part of an ongoing process, and previously approved in the budget, I'm not sure if this dollar amount has to be approved by the Board so I'm submitting this request as a formality.

Thank you.

Sincerely,

Peter Alteri Jr Town of Cortlandville Water/Sewer Department



May 30, 2018

Mr. Pete Alteri Water and Sewer Superintendent Town of Cortlandville 3577 Terrace Road Cortlandville, NY 13045

RE: Town of Cortlandville – Susquehanna River Basin Commission Water Supply Well Permitting CHA Project 32316/CHA Proposal No: X54349-P1

Dear Mr. Alteri:

CHA is pleased to submit this proposal to assist the Town of Cortlandville in renewing their water supply withdrawal permits with the Susquehanna River Basin Commission (SRBC). Our proposed scope of services, assumptions, schedule and fees are provided below.

I. <u>UNDERSTANDING OF THE PROJECT</u>

CHA has completed Test Waiver Applications for the Lime Hollow #2 and Lime Hollow #7 water supply wells, as well as the Terrace Road well. CHA has also completed Groundwater Withdrawal Permit Applications for both Lime Hollow Wells. Based on feedback from the SRBC, they will require the Town to perform a pump test on the Terrace Road well. The expectation is that the pump test will be performed in the summer of 2018 and during a period of dry weather. The following scope of work describes the tasks associated with performance of a pump test.

CHA has met with the Cortland County Soil and Water Conservation District (SWCD) and they have indicated a willingness to continue to assist the Town with activities required by SRBC.

II. SCOPE OF WORK

CHA proposes to complete our scope of services in five tasks as described below:

Task 1: Complete Pump Testing Plan

CHA will prepare a brief plan outlining the tasks associated with performing a 72-hour pump test for the Terrace Road well to be reviewed by SRBC. The intent is to make sure the test is performed in a manner to satisfy SRBC.

Task 2: Check Condition of Adjacent Monitoring Wells

CHA has been presented with information that there are three monitoring wells, owned by the Town, near the Terrace Road water supply well. With support from SWCD staff, CHA will collect water levels from the wells and sound the total depth of each well. CHA recommends redeveloping the wells for up to 2 hours each to make sure the wells remain in hydraulic contact with the aquifer.

Task 3: Oversight During Pump Test

Staff from CHA and SWCD will provide oversight during the entire duration of the pump test. Prior to the start of the pump test, staff will install pressure transducers in each monitoring well a minimum of 48 hours in advance of the pump test. The pressure transducers will be connected to a data logger. The pump test consists of 3 parts: (1) a pre-pumping period (48 hours), (2) a pumping period (72 hours), and (3) a recovery period (24 hours). Data will be collected during each part of the test.

Staff will check the data loggers periodically throughout the test but will not be present on site for the entire duration of the test (for the purposes of the proposal, we assume a maximum of 4 hours a day).

Task 4: Data Analysis

At the conclusion of the test, CHA will evaluate the data, calculate aquifer transmissivity and specific yield, and prepare distance drawdown calculations.

Task 5: Complete Groundwater Withdrawal Application for Terrace Road Well

CHA has completed about 90% of the groundwater withdrawal application for the Terrace Road well, but some additional effort is required after completion of the pump test. CHA will bring the application to 100% and submit to SRBC.

III. ASSUMPTIONS

- 1. This proposal assumes that SRBC will not require any other work other than that described above.
- 2. CHA assumes that the SWCD will provide staff to support tasks 2 and 3.
- 3. CHA has included the cost of renting pressure transducers and a data logger for the pump test. SWCD may ultimately provide this equipment based on a recent conversation. We have included the equipment rental as a separate cost for convenience.
- 4. CHA assumes that no water level monitoring devices are needed for Terrace Road well.
- 5. CHA assumes that the Town will essentially control the pump test from their SCADA system and that the Town will make appropriate arrangements with the Town of Homer to pump any excess water not needed by Cortlandville into Homer's system.
- 6. CHA will perform coordination and communication with SRBC throughout the process.
- 7. SRBC fees are not included in this proposal; all fees will be paid directly by the Town.

IV. SCHEDULE

CHA will complete the work described above over the summer/early fall of 2018.

V. PROFESSIONAL FEES

CHA will provide the services described above on an hourly basis based upon the hourly rate schedule previously established for the project. We anticipate our level of effort on the tasks described in our Scope of Services to be as follows:



Task	Description	Fee
1	Pump Test Plan	\$2,800
2	Monitoring Well Condition Assessment	\$1,400
3	Pump Test Oversight	\$4,100
4	Data Evaluation	\$4,300
5	Complete Groundwater Withdrawal Application	\$3,300
	Transducer/Data Logger Rental*	\$500
	Total	\$16,400

^{*}May be provided by Cortland County SWCD

The above estimated fees include reimbursable expenses, such as postage, mileage, printing/reproduction, etc., which will be billed at cost.

We look forward to working with you on this project. If you should have any questions or require additional information, please feel free to contact our office.

Sincerely,

Christopher Burns, Ph.D., P.G.

Chartopia grans

Vice President

Erin Crotty, Environmental Market Leader Vice President

CB/

Authorized by:

Signature

Richard B. Tupper, Town of Cortlandville Supervisor

Name and Title

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AUTHORIZATION TO AMEND THE 2018 BUDGET GENERAL FUND PART TOWN (GFB) Capital Project HG – Gutchess Lumber Sports Complex

June 6, 2018

Town Board Meeting

This authorization is to amend GFB - \$254,729.72 This is to account for the expenditures not allowed to be spent from the bond money for the Gutchess Lumber Sports Complex Project.

Debit B9901.9 - \$254,729.72 Credit B391 - \$254,729.72

<u>In the Capital fund – HG</u> Debit HG630 – \$254,729.72 Credit HG5031 - \$254,729.72

Thank you Marcia Hicks Bookkeeper



Cortland County Board of Elections 112 River Street, Suite 1 Cortland, NY 13045-2828 Tel: 607-753-5032 Fax: 607-758-5513

Robert C. Howe, Commissioner

Thomas H. Brown, Commissioner

Cortland County Poll Sites

From: Cortland County Board of Elections

Date: June 1, 2018

Re:

Use of Facility for 2018 Elections

This letter is to inform you that the Board of Elections will need the use of your facility for the following 2018 Elections:

State/Local Primary Election, Thursday, September 13, 2018, 11:00AM to 9:30PM (if there is a Primary held)

General Election, Tuesday, November 6, 2018, 5:00AM to 9:30PM

We will also need access to your building sometime during the week before the Elections to allow our Voting Machine Custodians to set up the voting machine and booth(s).

We thank you for your cooperation in the past and if there should be any questions or problems concerning the above, please contact our office at 753-5032.

Sincerely,

Robert C. Howe, Commissioner

Thomas H. Brown

Thomas H. Brown, Commissioner