



# City Council Minutes

## The City of Cortland

February 5, 2013

Council Meeting #3  
February 5, 2013  
Regular Session  
City Hall  
7:00 PM

Present: Mayor Brian Tobin, Aldermen Ken Dye, Julie Bird, Kathryn Silliman, John Bennett, Dan Quail, Carlos Ferrer, Linda Ferguson and Thomas Michales.

Staff Present: Corporation Counsel Kelly Colasurdo, Director of Administration & Finance Mack Cook, and Donna Coye from the City Clerk's Office

### Public Hearing

Proposed abandonment of an alley way between 12 and 14 William Street and authorize the quit-claiming of said alley way to Ann and Louis Gebhardt, owners of both properties.

There was no one to speak; therefore the Public Hearing was closed.

Mayor Tobin called the third Common Council meeting of the year to order at 7:00 P.M.

### PLEDGE OF ALLEGIANCE

### Public Comments

To speak was Tom Gobel in regards to the status of the Armory and any restrictions of its use, which Mayor Tobin said he would need to revisit the agreement. He also questioned when students graduated from the College, whether they were encouraged to seek employment here; he had a question for Corporation Counsel in regards to the YMCA purchasing the property on Homer Avenue, taking that parcel off the tax roles. The Mayor noted that there is a purchase offer, but nothing is final.

Also to speak was Mike Dexter representing the Landscape and Design Commission to inform the public that they will be planting trees again through the lottery program and people can go on the City website to look at the trees available. He suggested interested people should start submitting applications now. National Grid is trimming trees through the City's agent, Nelson Tree Service and any concerns or complaints on the trimming should be directed to an Alderman, himself, or the Mayor's Office.

## **MINUTES**

### Minutes of the January 15, 2013 Meeting

Alderman Quail noted the misspelling Vince Minnella's name on page one.

**RESOLUTION #11 of 2013** – Resolution to approve the minutes of the January 15, 2013 minutes, as amended

Motion By: Alderman Ferrer  
Seconded By: Alderman Bennett

Approved: Ayes – 8  
Nays - 0

### Minutes of the January 24, 2013 Special Meeting

**RESOLUTION #12 OF 2013** – Resolved to approve the minutes of the January 24, 2013 meeting

Motion By: Alderman Ferrer  
Seconded By: Alderman Bird

Approved: Ayes - 8  
Nays - 0

Bills were reviewed.

### Ward Reports

Ward 4 – Alderman Bennett

Ward 4 will be holding a neighborhood watch set up meeting at Barry School Thursday the 7th at 6:30 pm. This is to see if we can get enough people interested to form a Ward 4 watch program, if we have enough interest, then we will start to get everything in place.

Ward 8 – Alderman Michales

Alderman Michales stated that he is trying to arrange a Ward meeting but has conflicting schedules so it may be March when the next meeting will take place.

Ward 1 – Alderman Bird

Nothing to report.

Ward 3 – Alderman Dye

Nothing to report.

## Ward 2 – Alderman Silliman

It's been fairly quiet in the second ward. Since the last city council meeting, I have not heard anything from anyone about the change in the legislative districts and a corresponding change in the city districts. I have heard from people about the high cost of Time Warner services. They say that the cost creeps up and up and the service stays the same or goes down. They'd like to see some competition in the market. The people on Harrington are relieved and appreciative that the city took care of 18 Harrington in a timely manner. The group Sustainable Cortland is having a meeting about a community garden in Suggett Park on Monday, Feb. 11th, 7pm, at Parker School.

A resident who lives across from the college said that now that smoking is banned on campus, smokers are coming across the street and smoking in front of her house! Some of them told her that they were advised to go there to smoke. She doesn't like the smoke and has young children who don't need to be around it either.

## Ward 7 – Alderman Ferguson

The tree application has been put on the Ward 7 website and the Ward's Facebook site.

## Ward 6 – Alderman Ferrer

Nothing to report.

## Ward 5 – Alderman Quail

Ward 5 Neighborhood Watch February 21<sup>st</sup> at 6:30 currently scheduled to be at Daily Grind South, which may change as we are looking for a little bit larger facility. Alderman Quail stated that he attended the Waste Water Commission meeting the other night as a Pall representative, not as a City representative. We had a clerical error and had to submit a grievance to get a refund of \$52,000. Several people complained about the 4<sup>th</sup> Ward and the cigarette smoking. The smoke is coming right into houses. Alderman Quail noted also that he attended the Youth of the Year Award, which the Mayor will discuss further. He also wanted to thank Nick Dovi for taking a number of sneakers down from the power lines.

## **Mayor Report**

Mayor Tobin noted that the Youth Leadership Awards were held last week, it was good to see Dan there; his daughter was recognized – congratulations to her. There were two awards given out. The Youth Leadership Award is organized in conjunction with the City's Youth Bureau and the Cortland Area Community Care Coalition.

**ABSTRACT OF AUDITED VOUCHERS, TO BE PAID MARCH 01, 2013**

CLAIMANT	DESCRIPTION	CODE NUMBER	VENDOR #	AMOUNT	TOTAL
<b>ASSESSMENT</b>					
DAVID BRIGGS	CONTRACT - MARCH	A-1355-415-00	6830	\$1,600.00	<b>\$1,600.00</b>
<b>CLERK</b>					
CDW GOVERNMENT STAPLES INC. & SUB. RICOH USA INC.	SANDISK CARD TONER COPIER LEASE	A-1410-403-00 A-1410-403-00 A-1410-403-01	10631 58475 30406	\$64.52 \$77.66 \$26.77	<b>\$168.95</b>
<b>CENTRAL SERVICE / COPY MACHINES</b>					
CORTLAND WHOLESALE ELECTRIC AMES LINEN MEDCO SUPPLY CO. AMES LINEN DEWALD ROOFING CO. INC. SYRACUSE TIME & ALARM CO. THYSSENKRUPP ELEVATOR CORP.	LAMPS KWIK-WASH MEDICAL SUPPLIES MATS ROOF LEAK OVER MAYORS MAINT. CONTRACT ELEVATOR MAINT.	A-1620-405-01 A-1620-405-02 A-1620-405-02 A-1620-415-00 A-1620-415-00 A-1620-415-00 A-1620-415-00	15800 2500 39625 2500 17395 61103 18515	\$7.95 \$148.00 \$504.45 \$227.75 \$810.00 \$930.00 \$1,016.73	<b>\$3,644.88</b>
<b>CENTRAL SERVICE / COPY MACHINES</b>					
COMDOC HUMMEL'S OFFICE PLUS EATERN MANAGED PRINT NETWORKS EATERN MANAGED PRINT NETWORKS	COPIER LEASE - FINANCE COPY PAPER COPIES -FINANCE COPIES - MAYOR	A-1670-415-00 A-1670-415-00 A-1670-415-00 A-1670-415-00	11452 11018 19375 19375	\$163.77 \$379.90 \$63.46 \$14.24	<b>\$621.37</b>
<b>DATA PROCESSING</b>					
CDW -G DELL MARKETING HEWLETT-PACKARD CO. HEWLETT-PACKARD CO. THE CORTLAND CONNECTION	COMPUTER PARTS SLIM AC ADAPTER COMPUTERS MONITORS MONTHLY SERVICE - WEB DESIGN	A-1680-403-00 A-1680-405-00 A-1680-405-00 A-1680-405-00 A-1680-415-00	10631 17274 28561 28561 60055	\$122.00 \$74.98 \$1,680.00 \$330.00 \$600.00	<b>\$2,806.98</b>
<b>ANIMAL CONTROL</b>					
CORTLAND COUNTY SPCA	CONTRACT - MARCH	A-3510-415-00	13400	\$6,708.34	<b>\$6,708.34</b>
<b>Dpw</b>					
CASELLA WASTE SYSTEMS CASELLA WASTE SYSTEMS	CONTRACT 01/01 - 01/31/13 FRONT LOADING	A-8160-415-00 A-8160-415-00	52201 52201	\$24,206.20 \$665.00	<b>\$24,871.20</b>
<b>WORKERS COMPENSATION</b>					
CORTLAND COUNTY SELF INS. FUND	WORKERS COMP 2013	A-9040-800-00	13380	\$172,463.28	<b>\$172,463.28</b>
<b>TOTAL</b>				<b>\$212,885.00</b>	



## Mack Cook

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**From:** John McNerney <mcnerney@cortland.org>  
**Sent:** Tuesday, February 05, 2013 3:10 PM  
**To:** Mack Cook; Brian Tobin; mayorofc; Sherrie Massmann  
**Cc:** carolinekaltefleiter@cortland.edu; Andrea Piedigrossi; ward2  
**Subject:** Wickwire Pool

Mayor and Mack-

Over the course of the last 9 months I have had the opportunity to work with Caroline Kaltefleiter, Ph.D. and her students from the Communication Studies Dept regarding Wickwire Pool. They have worked very hard creating a media hub and awareness regarding the project and would like to give a presentation to the city council about the importance of Wickwire Pool and share some fund-raising ideas with our city leaders.

Would it be OK to have them on the agenda for Feb. 19th or March 5th?

Thanks,

John McNerney  
Youth Bureau Director  
[mcnerney@cortland.org](mailto:mcnerney@cortland.org)



# Parker School – Suggett Park Neighborhood Garden Plan

February 2013

A neighborhood garden at Suggett Park open to Parker Elementary students, their families and the surrounding neighborhood.

## I. Garden Audience:

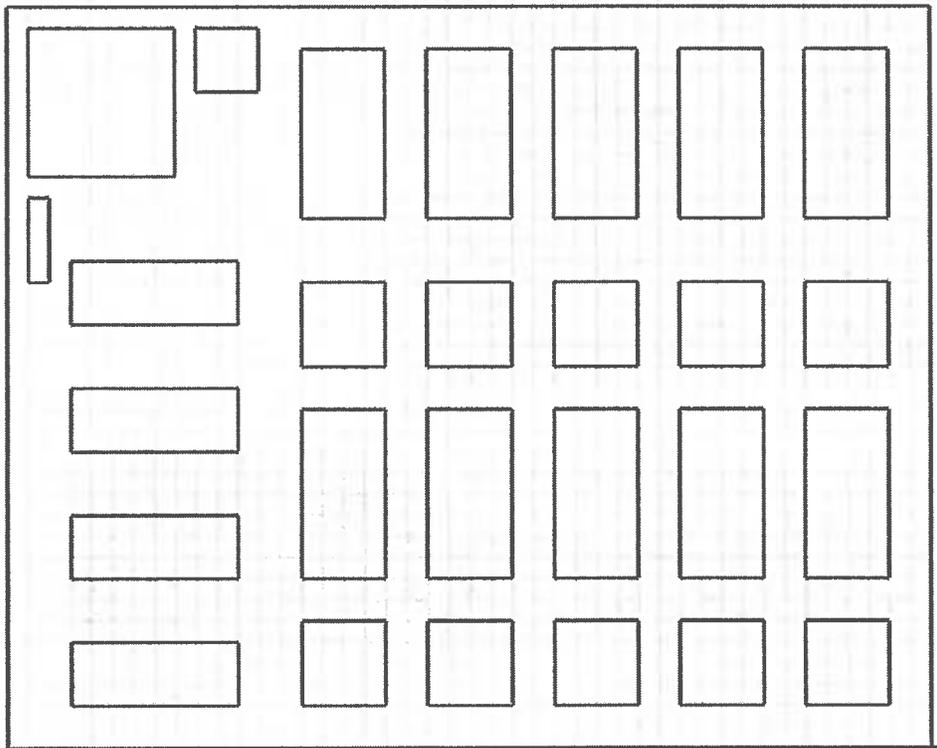
As a neighborhood garden set in a public park, Suggett Park, near an elementary school, Parker Elementary School, a main garden audience will be the school community (classes of students and families).

The garden will need to be kid and family friendly. Because of this the garden will be organic (pesticide-free) and have kid appropriate tools for gardening. There will be certain raised beds for the school classes.

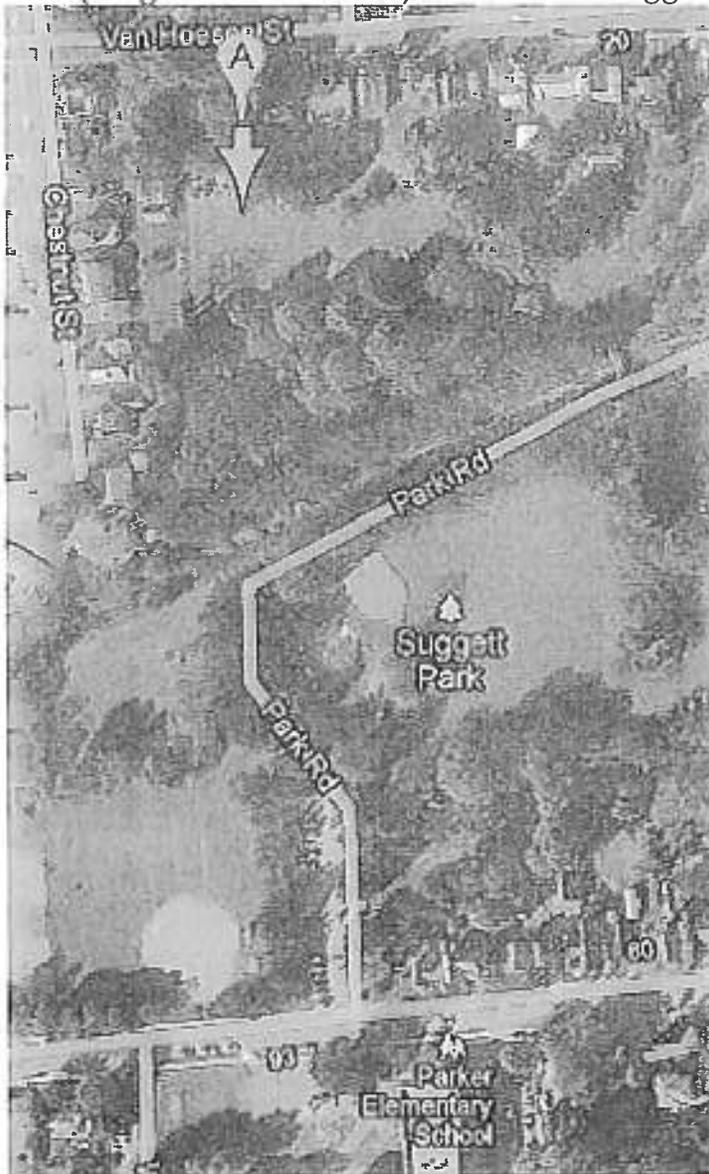
The garden is also open to the entire community and will adapt based on the interests of community gardeners.

## II. Garden Size and Location

The garden will be fenced in and will measure approximately 35 ft by 44 ft.



The garden will be located in a sunny, low traffic and secure section of Suggett Park (see green arrow below), based on the suggestion of John McNerney.



The area is a large open space, near houses and with a light that secures the area at night (see below).



### **III. Garden Structures**

The main structure in the fenced in garden space will be the tool shed. The shed will store gardening tools and materials.

#### **Shed:**



This shed measures 7.5 by 7 feet and will cost approximately \$1000. Community members will help assemble the shed as a community service project.

### **IV. The Garden Plots**

#### **A. Plots**

The garden beds will be raised beds built by the Master Gardener Volunteers, led by Claudia Hitt of Cornell Cooperative Extension.

Community members looking to garden will have the opportunity to choose between 4 x 4 or 4 x 8 plots. There will be 10 of each, totaling 20 community plots.

There will be 4 school plots, each measuring 3 x 12.

#### **B. Soil Quality**

Claudia Hitt of Cornell Cooperative Extension will test the soil quality.

#### **C. Plants**

Primarily vegetables will be grown in the garden. Some flowers and other decorative plants will be used around the perimeter and around the shed to beautify the area.

#### **D. Water Access**

There is water at the pavilion near by. Modifications would have to be made to have it accessible to gardeners at all times.

Rain Barrel from Cortland Soil and Water Conservation District.

#### **E. Garden Harvest**

The produce from the garden plots will go to each gardener responsible for the plot.

Parker School children will use the produce from the school garden plots. The possibility of a Harvest Dinner at Parker School in the fall?

Any surplus produce will be donated to the appropriate families or organizations.

#### **V. Garden Security**

The garden will be enclosed with a fence. This will deter not only animals but also potential vandals. The shed will be locked to ensure that tools are not stolen. All gardeners (those renting a plot for the season) will have key, including the school.

The area is lit at night, also deterring vandals.

A "vandal's garden" will be planted at the entrance, and will be marked with a sign: "If you must take food, please take it from here."

#### **VI. Funding and Support**

The start-up funding will come through Seven Valley Health Coalition's NYS Healthy Places to Live, Work and Play Grant. The funding is only available until March 1, 2013.

The garden will also be supported by Sustainable Cortland and the City of Cortland's Environmental Advisory Committee.

The garden will be self-sustaining and community members who wish to have a garden plot will be asked to contribute a small amount to the garden each season, approximately \$15-20 (suggested donation).

#### **VII. Maintenance**

There will be no grass within the fenced in area. All the grass will be removed. Around the raised beds there will be mulch or another natural material. The Garden is responsible for the upkeep and will assure this will Garden Rules that all members sign at the beginning of the season.

### **Garden Timeline:**

January/February: Meetings to plan out garden

March 1<sup>st</sup>: Deadline by which Garden must be approved in order to be eligible for funding.

Early April: Children will be starting seeds in their classrooms and gardeners will be encouraged to start seeds at home

March/April: Gardeners will be preparing the soil, building the raised beds, installing the shed, etc.

May/June: Gardeners will start planting garden

### **Garden Rules:**

- I will pay a fee of \$\_\_\_ to help cover garden expenses.
- I will have something planted in the garden by (date) and keep it planted all summer long.
- If I must abandon my plot for any reason, I will notify the garden leadership.
- I will keep weeds at a minimum and maintain the areas immediately surrounding my plot if any.
- If my plot becomes unkempt, I understand I will be given 1 month's notice to clean it up. At that time, it will be re-assigned or tilled in.
- I will keep trash and litter out of the plot, as well as from adjacent pathways and fences.
- I will participate in the fall cleanup of the garden.
- I will not plant tall crops that would shade neighboring plots.
- I will pick only my own crops unless given permission by another plot user.
- I will not use fertilizers, insecticides or weed repellents that will in any way affect other plots.
- I agree to volunteer hours toward community gardening efforts (include a list of volunteer tasks which your garden needs).
- I will not bring pets to the garden.
- I understand that neither the garden group nor owners of the land are responsible for my actions. I therefore agree to hold harmless the garden group owners of the land for any liability, damage, loss or claim that occurs in connection with the use of the garden by me or any guests.

## Appendix:

### A. List of Garden Materials Needed (separated by monthly budget)

February:

Shed, Tools, Trays, Soil, Seeds

March:

Fence, Raised Beds, Compost Area, Cold Frame

April:

Baskets for Harvesting, Signs, Garden Sign, Water hose/ watering can  
Fertilizers

\*Something to promote to gardeners:

SVHC GARDENING WORKSHOP

March 16 (Saturday)



## Mack Cook

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**From:** Kevin Whitney <kwhitney@cortland-co.org>  
**Sent:** Friday, February 08, 2013 2:08 PM  
**To:** Brian Tobin; Mack Cook; Chief F. Michael Catalano; Paul Sandy; David Guerrero; Charles Glover; Wayne Friedman (External)  
**Cc:** Martin Murphy; Mike Park; Robert J. Corpora; Jack Hess  
**Subject:** County Radio User Agreements  
**Attachments:** City of Cortland.doc; City of Cortland Equipment Price Sheet.xls; City of Cortland AES.doc; City of Cortland Equipment Price Sheet AES.xls

Hello All,

I have almost all the user agreements signed for the new radio project. I know I had indicated to the City not to sign due to the chance of receiving Round 2 funding for the radio project which will alter the style of radios received for law enforcement agencies. The model of radios for the law enforcement agencies will increase from a 1500 style series to a 2500 series. This is to meet the State's standard of universal encryption instead of proprietary Motorola encryption.

We have not placed the radio order as we are told the award of the grant could be announced any day. We are starting to have our backs against a wall regarding placing this order. We are going to hold out as long as we can but that time is nearing fast.

Any ways, to insure we can process the order as soon as we are notified, I would ask if you could receive approval to sign the User Agreement. I have included it in two formats. The language in both user attachments does not change and it is as we worked out back last summer. The difference lies with Exhibit A. I have prepared two versions of the agreement with the exhibit A's reflecting the different style of radios being received. I also included an accurate spreadsheet for both versions as well. Please note the original spreadsheet the day of our meeting had very preliminary numbers that were not locked in or even close to being accurate. It was meant as a demonstration piece. The attached excel sheets are the most accurate numbers and quantities.

City of Cortland Word Document and City of Cortland Excel Sheet are if we do not receive any grant funding

City of Cortland AES Word Document and City of Cortland AES Excel Sheet is the equipment that will be provided if we do receive the grant funding

If this is confusing by any means please don't hesitate to call me. I believe your next meeting is the 19<sup>th</sup>. It would be extremely helpful and appreciative if you could have this item on your agenda for consideration and approval. I can't order the radios until I have all the user agreements signed and returned. At this point I only lack a few and I am told they are in the mail.

Thanks,

Kevin Whitney  
Chairman, Judiciary and Public Safety Committee  
Cortland County Legislator – Town of Cortlandville

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Thanks,

Kevin Whitney  
Chairman, Judiciary and Public Safety Committee  
Cortland County Legislator – Town of Cortlandville  
607 423-2073

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# Interoperable Communications System Agreement

The parties to this Agreement shall be the County of Cortland, a municipal corporation of the State of New York, (hereinafter "County") and \_\_\_\_\_, with its principal offices located at \_\_\_\_\_ (hereinafter "User").

## Witnesseth:

WHEREAS, Cortland County operates a Department of Emergency Communications which among other things, is responsible for administering the operation of a county-wide emergency communications center; and

WHEREAS, the Cortland County Interoperable Communications System ("CCICS") is an integrated system of equipment and facilities necessary for the provision of county-wide emergency communication services; and

WHEREAS, to provide for the safety and protection of the public and public safety responders, and to maintain the integrity of the CCICS, it is necessary to establish procedures for the use of the CCICS;

NOW, THEREFORE, in consideration of the benefits conferred and obligations incurred herein, the parties do mutually agree as follows:

- Purpose:** The CCICS is a system for providing emergency communication services, coordinated and operated by the County, which system includes, but is not limited to, communication towers, base stations, antennas, system controllers, equipment shelters, system frequencies, and subscriber radio equipment. The County hereby grants User access to the CCICS for the purpose of providing emergency communication services, subject to the terms of this Agreement.
- Term:** This Agreement shall take effect on January 1<sup>st</sup>, 2013 and shall be for a term of five years. Thereafter, this Agreement shall be automatically renewed without further action of the parties for three additional five year terms. Either party may terminate this Agreement by providing written notice, as provided for herein, at least sixty (60) days prior to the end of the five year term. Either party may terminate this Agreement for cause at any time, provided, however, that the party seeking to terminate shall provide written notice stating the cause and shall provide the other party thirty days to cure. Upon termination of this Agreement, unless otherwise authorized by the County, User agrees to remove any CCICS talk groups and frequencies from User's equipment at User's expense.
- Obligations of the Parties:**

3.1 - **OWNERSHIP AND USE OF RADIO EQUIPMENT** – The County hereby grants to User the rights to use, and operate the radio equipment listed on Exhibit A (hereinafter "County-assigned equipment"), attached hereto and made a part hereof. The County shall own such equipment for a period of ten years which shall commence on January 1<sup>st</sup>, 2013 and upon the expiration of said ten year period, ownership shall transfer to User unless the county requests the return of same prior thereto. The User's obligation to return the equipment provided hereunder shall survive the expiration or termination of this agreement. User agrees not to sell, transfer or pledge this equipment without the prior written approval of the county. User agrees to repair and replace the County-assigned equipment under the terms of the warranty, as provided for in §3.3 of this Agreement. User agrees to repair and/or replace any broken or lost equipment at User's expense. If for any reason,

User fails to use such equipment, User shall notify the County and if requested by the County, shall return such equipment to the County in working order within 30 days of the request of the County.

3.2 - **PAYMENT** – The County has bonded and leased debt costs associated with the purchase of the County-assigned equipment and contractual obligations in connection with FCC rebanding. As such, the County agrees to provide the County-assigned equipment listed on Exhibit A to the User without charge therefore. There will be no user fee associated with the use of this system.

3.3 - **EQUIPMENT MAINTENANCE** - User is responsible for the operational integrity and compatibility of all County-assigned equipment, as well as any User-owned subscriber equipment (i.e. portables, mobiles, vehicular repeaters, and control stations) that interfaces with the CCICS. User shall, at its own cost and expense, maintain all such equipment in proper working order in accordance with factory and CCICS specifications and cause all replacements, hardware or software upgrades or modifications, and repairs to be made timely to any such equipment that interfaces with the CCICS. To ensure system integrity, User shall use only a factory-authorized radio service shop(s), approved by the County, to perform the maintenance, upgrading, modification, or repair of such equipment. With respect to County-assigned equipment, User agrees to provide for the repair and/or replacement of such equipment through the warranty to the extent covered by said warranty. Upon expiration of said warranty, User shall continue to maintain such equipment in full working order at User's expense for so long as such equipment remains a part of the CCICS.

3.4 - **USE OF ADDITIONAL EQUIPMENT AND ACCESSORIES** - The County shall maintain a list of approved subscriber equipment, required options and feature sets, and related peripheral accessories, and User agrees to use only approved equipment while accessing the CCICS. User shall not assign new subscriber equipment to the network or add an accessory to a CCICS radio unless the make, model, options, and feature sets of the equipment/accessory have been tested and approved by the County. User may request that a particular radio or accessory be added to the list of approved equipment/accessories by providing the make and model number of the item as well as sufficient technical details to allow the County to determine if the equipment is compatible with the CCICS network and its critical operating features. User is advised that some CCICS feature sets (e.g. Advanced Digital Privacy encryption) may be proprietary to a particular vendor and may not properly interface with the CCICS.

It may be necessary for the USER to provide a sample of said equipment for testing on the system to verify it will not cause adverse effects to the system. User shall provide a sample of any equipment for the purpose of testing if requested to do so by the County.

The County shall present any and all requests or actions listed in this section to the Cortland County Communications Advisory Board hereinafter "CAB" for their review and endorsement prior to approval. User is further advised that the use of unapproved equipment or accessories may adversely affect the CCICS system.

3.5 - **EQUIPMENT PROGRAMMING** – The programming or reprogramming of any piece of radio equipment, including County-assigned equipment that interfaces with the CCICS, must occur through the use of designated authorized programming vendors and/or technicians. The County, upon consultation with the CAB, must approve in writing any programming or reprogramming to include the addition of non-CCICS licensed frequencies on such equipment, and such programming or reprogramming must be done by a County-approved vendor or technician.

3.6 - **SYSTEM FEATURES** - User may request the County to make changes to feature sets and talk groups. The County, upon consultation with the CAB, will consider whether there is a demonstrated need for such change together with the potential impact of such on the network as a whole and for the other system subscribers.

3.7 - **SYSTEM KEYS** – The County may, at their discretion, make system keys available to User for purposes of accessing and changing radio programming settings. System keys shall remain the property of the County, and User shall return any system keys upon the request of the County. User shall not copy or transfer system keys to any entity without the prior written authorization of the County.

3.8. - **SYSTEM USE** - User agrees to use the CCICS and maintain its County-assigned or User-owned radio equipment in accordance with FCC rules and regulations and in accordance with CCICS policies and procedures. User agrees to use only those frequencies authorized by the County and further agrees to use the CCICS in a professional manner for official business purposes only. User shall attempt no modifications to county equipment unless authorized and shall not attempt to program or re-program equipment from the county or any source without the prior authorization of the County.

3.9 - **FAILURE TO COMPLY** – If, after all attempts to resolve non-compliance issues and after given reasonable time to comply, the County may, at their sole discretion, terminate User’s IP address and remove the User-owned subscriber equipment from the CCICS for failure to comply with the terms of this Agreement; and reactivate User-owned subscriber equipment upon demonstration of compliance. Any failure to comply will be reported to the CAB.

4. **Liability**: In no event shall the County or CAB be liable to User or to any third party who acts in reliance on User for any damages resulting from this Agreement, including indirect, incidental, special or consequential. This limitation includes damages attributed to any malfunction of the CCICS system, regardless of the cause of action, arising out of or connection with a party’s performance.
5. **Independent Contractor**: All users, including all its officers and agents, agree that its relationship to the County and any of its Departments is that of an independent contractor and said user covenants and agrees that it will not conduct itself as, nor hold itself out, nor claim to be an officer or employee or agent of the County.
6. **System Governance**: At all times, User shall ensure that its officers, employees, volunteers and agents comply with FCC regulations applicable to the system. Consistent therewith the County shall establish policies and procedures for access to CCICS and for the operation of the CCICS, which policies and procedures shall be adopted by the County only after consultation with the CAB. The County agrees to make such policies and procedures available to User by mailing a written copy thereof and/or by posting them on its website. Users may request changes to the CCICS policies and procedures by submitting such request to the County, who shall consult with the CAB. Final approval of such changes remains with the County.
7. **Assignment**: Pursuant to General Municipal Law §109, User shall not assign any of its rights, interests or obligations under this Agreement.
8. **Statutory Compliance**: In acceptance of this Agreement, User agrees to comply in all respects with all Federal, State, and County laws and regulations which pertain to the services provided herein.

9. **Licenses and Permits:** If the User wants to add their own frequencies to any radio equipment used to on the CCICS than the User agrees that it will obtain at its own expense all licenses or permits necessary for the operation of its radio equipment prior to the commencement of its use of the CCICS.
10. **Appropriations:** It is understood by and between the parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement. No liability on account thereof shall be incurred by the County, City, Towns or Villages beyond funds appropriated and available for the purpose of this Agreement.
11. **Retention of Records:** User agrees to retain all books, records and other documents relevant to this Agreement for Five (5) years after the termination of this Agreement, or the length of time the state or federal government required retention period, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.
12. **Acceptance of Substituted Service:** The User hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County or any other municipality subject to this agreement does not waive personal service herein and will require service of process in conformity with CPLR§311(4).
13. **Dissolution/Consolidation Of Services:** Should the User dissolve under the provisions of state law and cease to exist as a municipal corporation, non-profit corporation or business corporation providing EMS or other services, any equipment provided by the county shall revert to the ownership of the County of Cortland and User agrees to return same to the County within thirty (30) days of dissolution. Should a municipal corporation's fire or police department be consolidated or dissolved, the municipal User agrees to return any requested equipment to the County within thirty (30) days' of dissolution or consolidation.
14. **Set-Off Rights:** The County of Cortland shall have all of its common law, equitable and statutory rights of set-off hereunder. These rights shall survive the expiration or termination of this agreement, to the extent same are applicable and shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to User (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, snow and ice payments, contractual payments, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies or monetary penalties and/or interest relative thereto.
15. **Personal Use Prohibited:** The User understands and agrees that the equipment provided hereunder and the frequencies owned by the county are for Fire, EMS, Police, Public Service and/or municipal use only. Inconsistent uses may constitute a breach of this agreement and may constitute a crime.

16. **No Arbitration:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof must instead only be heard in the Supreme Court of the State of New York, with venue in Cortland County or, if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse division.
17. **Governing Law:** This Agreement shall be governed by the laws of the State of New York. User shall abide by all applicable federal, state and local laws, rules and regulations pertaining to the User's obligations hereunder for the duration of this agreement.
18. **Contract Modifications:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both parties, except as otherwise provided in this Agreement.
19. **Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
20. **Clauses Required by Law:** The parties to this Agreement understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If through mistake or inadvertence, such provision is not inserted; such provision shall be deemed to have been inserted and shall have the full force and effect of law.
21. **Notices:** Notices provided for in this Agreement shall be delivered by mail to the following:

For Cortland County:  
 Chairman of the Legislature  
 60 Central Avenue  
 Cortland, NY 13045

For User:

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the date and year hereafter written.

Dated: \_\_\_\_\_

County of Cortland

By: \_\_\_\_\_  
 Michael R. Park, Legislative Chairman

Dated: \_\_\_\_\_

City of Cortland

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A**

The County shall provide User with the following pieces of radio equipment for use with the Cortland County Interoperable Communications System (“CCICS”).

### **CITY OF CORTLAND DEPARTMENT OF PUBLIC WORKS**

- 29 - XTL 1500 Dash Mount Mobiles
- 2 - XTL 1500 Control (Base) Stations
- 6 - XTS Model 1.5 Display Portables with Speaker Mics
- 3 - Portable Radio Chargers
- 1 - Six Unit Charger

### **CITY OF CORTLAND FIRE DEPARTMENT**

- 12 - XTL 2500 Remote Mount Model Mobiles with Status Dek Head
- 16 - XTL 1500 Dash Mount Mobiles
- 72 - XTS 1500 Model 1.5 Display Portables with Speaker Mics
- 6 - XTL 1500 Control (Base) Stations
- 16 - Portable Radio Chargers
- 9 - Six Unit Chargers
- 2 - Impress Vehicle Chargers
- 12 - Spare Batteries

### **CITY OF CORTLAND POLICE DEPARTMENT**

- 21 - XTL 2500 Remote Mount Mobiles with AES Encryption
- 1 - XTL 2500 Control (Base) Station with AES Encryption
- 47 - XTS 2500 Model 1.5 Display Portables with Speaker Mics and AES Encryption
- 45 - Portable Radio Chargers
- 45 - Leather Carrying Cases with snap / 2.5 Belt Loop and T-Strap
- 1 - Six Unit Charger

**CITY OF CORTLAND WATER DEPARTMENT**

2 - XTS 1500 Model 1.5 Display Portables with Speaker Mics

2 - Portable Radio Chargers

**CITY OF CORTLAND YOUTH BUREAU**

4 - XTL 1500 Dash Mount Mobiles

1 - XTL 1500 Control (Base) Station

4 - XTS 1500 Model 1.5 Display Portables with Speaker Mics

1 - Six Unit Charger

**XTS1500 MODEL 1.5 DISPLAY PORTABLE:**

Qty	AFC	Model	Description	List \$	Ext \$	Dis %	Contract \$	Qty	Extended \$	Ext Equip \$	Ext Install Ser \$
1	687	H68DDPW6BN	PORTABLE ASTRO DIGITAL XTS1500 450-520 MHZ	\$750.00	\$750.00	20%	\$600.00	84	\$50,400.00		
1	687	Q376EJ	ENH: SOFTWARE TRUNKING 9600 BAUD	\$930.00	\$930.00	20%	\$744.00	84	\$62,400.00		
1	687	INCL	ALT: BATT IMPRESS NICKEL METAL HYDRIDE	\$0.00	\$0.00	20%	\$0.00	0	\$0.00		
1	687	Q393	ALT: BATT NINIH FM 2000 MAH (NTN9057)	\$47.00	\$47.00	20%	\$37.80	84	\$3,158.40		
			<b>SUB TOTAL:</b>				\$1,344.00		\$112,896.00		

ENH: TWO (2) YEAR EXPRESS SERVICE P \$84.00  
 TOTAL: \$119,952.00

OPTIONS  
 ENH: ADP PRIVACY \$75.00  
 ADD: CHANNEL ANNOUNCEMENT \$100.00  
 TOTAL: \$175.00  
 PROGRAMMING: \$51.00

XTS2500 MODEL 1.5 DISPLAY PORTABLE WITH AES:

1	407	H48DDPW6BN	XTS2500 450-520 MHZ R2/1-5W/06 C/NO KEYPAD/ MOD 1.5	\$950.00	\$950.00	20%	\$780.00	47	\$35,720.00		
1	407	Q574	ENH: SOFTWARE TRUNKING 9600 BAUD	\$1,875.00	\$1,875.00	20%	\$1,340.00	47	\$62,900.00		
1	407	Q159	ADD: XTS2500 UCM HARDWARE ENCRYPTION	\$150.00	\$150.00	20%	\$120.00	47	\$5,640.00		
1	407	Q829	ADD: AES ENCRYPTION	\$475.00	\$475.00	20%	\$380.00	47	\$17,860.00		
1	407	Q393	ALT: BATTERY IMPRESS NINIH FM 2000MAH	\$47.00	\$47.00	20%	\$37.80	47	\$1,787.20		
			<b>SUB TOTAL:</b>				\$2,637.80		\$3,948.00		

ENH: TWO (2) YEAR EXPRESS SERVICE P \$84.00  
 TOTAL: \$2,721.80

OPTIONS  
 MAH(NTN9283) \$47.00  
 ALT: IP67 IMMERSIBLE OPTION \$150.00  
 TOTAL: \$197.00  
 PROGRAMMING: \$51.00

LEATHER C CASE WISNAP 2.5 BELT LOOP & T-STRAP \$84.00  
 CARRY CASE 1 271 NNTN4116 \$45.00

REMOTE SPEAKER MIC WITH EMERGENCY: \$120.00  
 REMOTE SPEAKER MIC WITH EMERGENCY: \$350.00

XTS2500 \$350.00  
 REMOTE SPEAKER MIC WITH EMERGENCY: \$282.50

HEADSET \$148.00  
 HEADSET \$148.00

XTS2500 \$350.00  
 HEADSET \$148.00

Model	Qty	APC	Description	List \$	Ext \$	Dis %	Contract \$	Qty	Extended \$	Ext Equip \$	Ext Install Ser \$	
<b>HEADSETS/TEMPLE TRANSDUCER:</b>												
Basic	1	478	TEMPLE TRANSDUCER W/BROOM MIC & PTT - RECEIVER	\$225.00	\$225.00	25%	\$168.75	0	\$0.00	\$0.00	\$0.00	
<b>SPARE BATTERY IMPRESS:</b>												
Basic	1	453	IMPRESS NI/MH, 2100 MAH, 7.5V BATTERY	\$140.00	\$140.00	30%	\$98.00	0	\$0.00	\$0.00	\$0.00	
<b>SPARE BATTERY NON IMPRESS:</b>												
Basic	1	453	ALT:BATT NI/MH FM 2000 MAH	\$180.00	\$180.00	30%	\$126.00	42	\$765.00	\$765.00	\$765.00	
<b>IMPRESS VEHICLE CHARGER</b>												
Standard	1	407	VEHICLE CHARGER IMPRESS FUNCTION	\$380.00	\$380.00	30%	\$266.00	2	\$532.00	\$532.00	\$532.00	
<b>XTL1500 DASH MOUNT MOBILE MODEL:</b>												
Basic	1	775	XTL 1500 MOBILE 10-45 WATT, 450-520MHZ	\$1,600.00	\$1,600.00	20%	\$1,280.00	40	\$51,200.00	\$51,200.00	\$51,200.00	
Basic	1	500	ADD: ANTENNA 3.5DB 450-470MHZ	\$50.00	\$50.00	20%	\$40.00	40	\$1,600.00	\$1,600.00	\$1,600.00	
Basic	1	775	ENH: 9000 ASTRO DIGITAL ENHANCED	\$830.00	\$830.00	20%	\$664.00	40	\$32,560.00	\$32,560.00	\$32,560.00	
Basic	1	728	ADD: AUXILIARY SPEAKER 7.5 WATT	\$60.00	\$60.00	20%	\$48.00	40	\$1,920.00	\$1,920.00	\$1,920.00	
<b>SUB TOTAL:</b>												
Basic	1	185	ENH: TWO YEAR EXPRESS SERVICE PLUS	\$121.00	\$121.00	0%	\$121.00	40	\$4,840.00	\$4,840.00	\$4,840.00	
<b>OPTIONS</b>												
Basic	1	500	RS232 DATA INTFC CABLE-DASH 0'	\$50.00	\$50.00	20%	\$40.00	0	\$0.00	\$0.00	\$0.00	
<b>TOTAL:</b>												
INSTALLATION: \$278.00												
PROGRAMMING: \$56.00												
<b>TOTAL:</b>												
\$13,622.00												
\$2,744.00												
<b>\$121,863.00</b>												

Ext. Install Sur. \$

Ext. Equip. \$

Extended \$

Contract \$

Dis %

Est. \$

List \$

Description

Model

Qty APC

XTL2500 DASH MOUNT MOBILE MODEL

Standard	Mobile	Qty	APC	Model	Description	List \$	Est. \$	Dis %	Contract \$	Qty	Extended \$	Ext. Equip. \$	Ext. Install Sur. \$
Standard	Mobile	1	518	M21S8MPW1 N	XTL 2500 UHF R2 450-520 MHZ, 10-40W	\$1,497.00	\$1,497.00	20%	\$1,197.60	0	\$0.00	\$0.00	
Standard	Mobile	1	518	G442	ADD: XTL2500 CONTROL HEAD	\$292.00	\$292.00	20%	\$233.60	0	\$0.00	\$0.00	
Standard	Mobile	1	518	G444	ADD: ADD: CONTROL HEAD SOFTWARE	\$0.00	\$0.00	20%	\$0.00	0	\$0.00	\$0.00	
Standard	Mobile	1	518	G86	ADD: DASH MOUNT	\$125.00	\$125.00	20%	\$100.00	0	\$0.00	\$0.00	
Standard	Mobile	1	518	W22	ADD: PALM MICROPHONE	\$72.00	\$72.00	20%	\$57.60	0	\$0.00	\$0.00	
Standard	Mobile	1	518	B18	ADD: AUXILIARY SPEAKER 7.5 WATT	\$60.00	\$60.00	20%	\$48.00	0	\$0.00	\$0.00	
Standard	Mobile	1	518	G428	ADD: ANTENNA 3.5DB 450-470MHZ	\$50.00	\$50.00	20%	\$40.00	0	\$0.00	\$0.00	
Standard	Mobile	1	518	G808	ENH: SOFTWARE ASTRO DIGITAL CAI	\$515.00	\$515.00	20%	\$412.00	0	\$0.00	\$0.00	
Standard	Mobile	1	518	G51	ENH: SOFTWARE SMARTZONESINGLETONE	\$975.00	\$975.00	20%	\$780.00	0	\$0.00	\$0.00	
Standard	Mobile	1	518	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFT	\$300.00	\$300.00	20%	\$240.00	0	\$0.00	\$0.00	
Standard	Mobile	1	500	G114	ENH: ENHANCED DIGITAL ID DISPLAY	\$75.00	\$75.00	20%	\$60.00	0	\$0.00	\$0.00	
Standard	Mobile	1	185	G24	SUB TOTAL:	\$121.00	\$121.00	0%	\$121.00	0	\$0.00	\$0.00	
Standard	Mobile	1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	\$121.00	\$121.00	0%	\$121.00	0	\$0.00	\$0.00	
Standard	Mobile	1	518	G193	TOTAL:	\$3,297.00	\$3,297.00	20%	\$2,637.60	0	\$0.00	\$0.00	\$0.00
Standard	Mobile	1	518	G193	OPTIONS	\$357.00	\$357.00	0%	\$357.00	0	\$0.00	\$0.00	\$0.00
Standard	Mobile	1	518	G193	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$58.00	\$58.00	0%	\$58.00	0	\$0.00	\$0.00	\$0.00
Standard	Mobile	1	518	G193	TOTAL:	\$357.00	\$357.00	0%	\$357.00	0	\$0.00	\$0.00	\$0.00
Standard	Mobile	1	518	G193	INSTALLATION:	\$58.00	\$58.00	0%	\$58.00	0	\$0.00	\$0.00	\$0.00
Standard	Mobile	1	518	G193	PROGRAMMING:	\$58.00	\$58.00	0%	\$58.00	0	\$0.00	\$0.00	\$0.00

MOBILE SUBSCRIBERS

XTL2500 REMOTE MOUNT MOBILE WITH AES ENCRYPTION:

Standard	Mobile	Qty	APC	Model	Description	List \$	Est. \$	Dis %	Contract \$	Qty	Extended \$	Ext. Equip. \$	Ext. Install Sur. \$
Standard	Mobile	1	518	M21S8MPW1 N	XTL 2500 UHF R2 450-520 MHZ, 10-40W	\$1,497.00	\$1,497.00	20%	\$1,197.60	0	\$0.00	\$25,149.00	
Standard	Mobile	1	514	G442	ADD: XTL2500 CONTROL HEAD	\$292.00	\$292.00	20%	\$233.60	21	\$4,905.60	\$0.00	
Standard	Mobile	1	518	G444	ADD: ADD: CONTROL HEAD SOFTWARE	\$0.00	\$0.00	20%	\$0.00	21	\$0.00	\$0.00	
Standard	Mobile	1	500	G87	ADD: REMOTE MOUNT	\$297.00	\$297.00	20%	\$237.60	21	\$4,998.60	\$0.00	
Standard	Mobile	1	514	G810	ADD: REMOTE MOUNT CABLE (30 FT)	\$25.00	\$25.00	20%	\$20.00	21	\$420.00	\$0.00	
Standard	Mobile	1	518	W22	ADD: PALM MICROPHONE	\$72.00	\$72.00	20%	\$57.60	21	\$1,209.60	\$0.00	
Standard	Mobile	1	518	B18	ADD: AUXILIARY SPEAKER 7.5 WATT	\$60.00	\$60.00	20%	\$48.00	21	\$1,008.00	\$0.00	
Standard	Mobile	1	518	G428	ADD: ANTENNA 3.5DB 450-470MHZ	\$50.00	\$50.00	20%	\$40.00	21	\$840.00	\$0.00	
Standard	Mobile	1	518	G808	ENH: SOFTWARE ASTRO DIGITAL CAI	\$515.00	\$515.00	20%	\$412.00	21	\$8,652.00	\$0.00	
Standard	Mobile	1	518	G51	ENH: SOFTWARE SMARTZONESINGLETONE	\$975.00	\$975.00	20%	\$780.00	21	\$16,386.00	\$0.00	
Standard	Mobile	1	518	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFT	\$300.00	\$300.00	20%	\$240.00	21	\$5,046.00	\$0.00	
Standard	Mobile	1	500	G114	ENH: ENHANCED DIGITAL ID DISPLAY	\$75.00	\$75.00	20%	\$60.00	21	\$1,260.00	\$0.00	
Standard	Mobile	1	500	G159	ADD: ENCRYPTION UCM	\$150.00	\$150.00	20%	\$120.00	21	\$2,520.00	\$0.00	
Standard	Mobile	1	500	G843	ADD: AES ENCRYPTION	\$475.00	\$475.00	20%	\$380.00	21	\$7,860.00	\$0.00	

Certland County Contract Subscribers

Qty	APC	Model	Description	List \$	Ext \$	Dis %	Contract \$	Qty	Extended \$	Ext Equip \$	Ext Install Ser \$
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	\$121.00	\$121.00	0%	\$121.00	21	\$2,541.00	\$2,541.00	
			TOTAL:		\$3,347.00		\$3,347.00		\$72,395.40	\$72,395.40	\$1,176.00
1	518	G193	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$10.00	\$10.00	20%	\$8.00	0	\$0.00	\$0.00	
			TOTAL:		\$357.00		\$357.00	21	\$72,395.40	\$72,395.40	\$7,487.00
			PROGRAMMING:	\$56.00	\$56.00	0%	\$56.00	21	\$1,176.00	\$1,176.00	\$1,176.00
1	518	M21SSMRPW1 N	XTL2500 TRUNK REMOTE MOUNT MODEL W/STATUS DEK:	\$1,487.00	\$1,487.00	20%	\$1,189.60	12	\$14,271.20	\$14,271.20	
			ADD: XTL2500 CONTROL HEAD	\$292.00	\$292.00	20%	\$233.60	12	\$2,803.20	\$2,803.20	
			ADD: CONTROL HEAD SOFTWARE	\$0.00	\$0.00	20%	\$0.00	12	\$0.00	\$0.00	
			ADD: REMOTE MOUNT	\$297.00	\$297.00	20%	\$237.60	12	\$2,851.20	\$2,851.20	
			ADD: PALM MICROPHONE	\$72.00	\$72.00	20%	\$57.60	12	\$691.20	\$691.20	
			ADD: AUXILIARY SPEAKER 7.5 WATT	\$60.00	\$60.00	20%	\$48.00	12	\$576.00	\$576.00	
			ADD: ANTENNA 3.5DB 450-470MHZ	\$50.00	\$50.00	20%	\$40.00	12	\$480.00	\$480.00	
			ENH: SOFTWARE ASTRO DIGITAL CAI	\$515.00	\$515.00	20%	\$412.00	12	\$4,944.00	\$4,944.00	
			ENH: SOFTWARE SMARTZONE/SINGLE TONE	\$975.00	\$975.00	20%	\$780.00	12	\$9,360.00	\$9,360.00	
			ENH: ASTRO PROJECT 25 TRUNKING SOFT	\$300.00	\$300.00	20%	\$240.00	12	\$2,880.00	\$2,880.00	
			ENH: ENHANCED DIGITAL ID DISPLAY	\$75.00	\$75.00	20%	\$60.00	12	\$720.00	\$720.00	
			ADD: REMOTE MOUNT CABLE 75 FT.	\$45.00	\$45.00	20%	\$36.00	12	\$432.00	\$432.00	
			ADD: DEK STATUS 8 MESSAGES	\$475.00	\$475.00	20%	\$380.00	12	\$4,560.00	\$4,560.00	
			SUB TOTAL:		\$3,722.40		\$3,722.40		\$41,284.80	\$41,284.80	
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	\$121.00	\$121.00	0%	\$121.00	12	\$1,452.00	\$1,452.00	
			TOTAL:		\$3,843.40		\$3,843.40		\$42,736.80	\$42,736.80	\$4,284.00
1	518	G193	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$10.00	\$10.00	20%	\$8.00	0	\$0.00	\$0.00	
			TOTAL:		\$357.00		\$357.00	12	\$4,284.00	\$4,284.00	\$672.00
			PROGRAMMING:	\$56.00	\$56.00	0%	\$56.00	12	\$672.00	\$672.00	\$672.00

MOBILE SUBSCRIBERS

Qty	APC	Model	Description	List \$	Ext \$	Dis %	Contract \$	Qty	Extended \$	Ext Equip \$	Ext Install Ser \$
1	518	M21SSMRPW1 N	XTL2500 TRUNK REMOTE MOUNT DUAL HEAD AMBULANCES MODEL W/STATUS DEK:	\$1,487.00	\$1,487.00	20%	\$1,189.60	12	\$14,271.20	\$14,271.20	
			ADD: XTL2500 CONTROL HEAD	\$292.00	\$292.00	20%	\$233.60	12	\$2,803.20	\$2,803.20	
			ADD: CONTROL HEAD SOFTWARE	\$0.00	\$0.00	20%	\$0.00	12	\$0.00	\$0.00	
			ADD: REMOTE MOUNT	\$297.00	\$297.00	20%	\$237.60	12	\$2,851.20	\$2,851.20	
			ADD: PALM MICROPHONE	\$72.00	\$72.00	20%	\$57.60	12	\$691.20	\$691.20	
			ADD: AUXILIARY SPEAKER 7.5 WATT	\$60.00	\$60.00	20%	\$48.00	12	\$576.00	\$576.00	
			ADD: ANTENNA 3.5DB 450-470MHZ	\$50.00	\$50.00	20%	\$40.00	12	\$480.00	\$480.00	
			ENH: SOFTWARE ASTRO DIGITAL CAI	\$515.00	\$515.00	20%	\$412.00	12	\$4,944.00	\$4,944.00	
			ENH: SOFTWARE SMARTZONE/SINGLE TONE	\$975.00	\$975.00	20%	\$780.00	12	\$9,360.00	\$9,360.00	
			ENH: ASTRO PROJECT 25 TRUNKING SOFT	\$300.00	\$300.00	20%	\$240.00	12	\$2,880.00	\$2,880.00	
			ENH: ENHANCED DIGITAL ID DISPLAY	\$75.00	\$75.00	20%	\$60.00	12	\$720.00	\$720.00	
			ADD: REMOTE MOUNT CABLE 75 FT.	\$45.00	\$45.00	20%	\$36.00	12	\$432.00	\$432.00	
			ADD: DEK STATUS 8 MESSAGES	\$475.00	\$475.00	20%	\$380.00	12	\$4,560.00	\$4,560.00	
			ADD: DUAL CONTROL HARDWARE	\$570.00	\$570.00	20%	\$456.00	12	\$5,472.00	\$5,472.00	
			SUB TOTAL:		\$5,700.00		\$5,700.00		\$68,400.00	\$68,400.00	

Ceriland County Contract Subscribers

Model	Qty	APC	Description	List \$	Ext \$	Dis %	Contract \$	Qty	Extended \$	Ext Equip \$	Ext Install Ser \$	
<b>CONTROL STATION - DESKTOP REMOTE MC1000</b>												
Desk Top Remotes	1	124	L3273AC	\$545.00	\$545.00	15%	\$403.25	0		\$0.00		
Desk Top Remotes	1	124	L3276AC	\$865.00	\$865.00	15%	\$590.75	0		\$0.00		
Desk Top Remotes	1	124	DDN8340	\$50.00	\$50.00	15%	\$42.50	0		\$0.00	\$0.00	
			CONTROL STATION, REMOTE, INSTALL:	\$500.00	\$500.00	0%	\$500.00	0		\$0.00	\$0.00	
<b>CONTROL STATION - ANTENNA SYSTEMS</b>												
ControlSta	1	207	DDCOD470	\$450.00	\$450.00	7%	\$428.87	1		\$428.87		
ControlSta	1	207	L1705	\$3.00	\$3.00	7%	\$2.79	1		\$2.79		
			ANTENNA, VERTICAL DIPOLE ENCLOSED, 450-470 MHZ CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT									

Qty	ABC	Model	Description	List \$	Ext \$	Dis %	Contract \$	Qty	Extended \$	Ext Equip \$	Ext Install Ser \$
<b>SUB TOTAL:</b>											
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	\$121.00	\$121.00	0%	\$121.00	0	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>											
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	\$121.00	\$121.00	0%	\$121.00	0	\$0.00	\$0.00	\$0.00
<b>CONTROL STATIONS</b>											
<b>CONTROL STATION - LOCAL XTL1500:</b>											
1	518	G183	XTL 1500 MOBILE 10-45 WAIT 450-420	\$1,600.00	\$1,600.00	23%	\$1,232.00	0	\$1,088.00	\$1,088.00	\$11,088.00
1	518	G183	ENH: 9600 ASTRO DIGITAL ENHANCED	\$830.00	\$830.00	25%	\$622.50	0	\$5,602.50	\$5,602.50	\$1,815.75
1	518	G183	ADD: CONTROL STATION POWER SUPPLY	\$289.00	\$289.00	25%	\$217.25	0	\$1,815.75	\$1,815.75	\$334.00
1	500	G768	ADD: CONTROL STATION MOUNT	\$48.00	\$48.00	25%	\$36.00	0	\$1,140.75	\$1,140.75	\$508.25
1	500	G382	ADD: CONTROL STATION NIC	\$169.00	\$169.00	25%	\$126.75	0	\$508.25	\$508.25	\$1,088.00
1	500	G116	ADD: EXTERNAL ALARM RELAYS AND CABL	\$75.00	\$75.00	25%	\$56.25	0	\$0.00	\$0.00	\$0.00
1	500	G89	ADD: NO ANTENNA NEEDED	\$0.00	\$0.00	25%	\$0.00	0	\$1,088.00	\$1,088.00	\$20,477.25
1	500	G24	ENH: 2 YEAR EXPRESS SERVICE PLUS	\$121.00	\$121.00	0%	\$121.00	0	\$21,566.25	\$21,566.25	\$10,710.00
<b>SUB TOTAL:</b>											
1	185	G24	ENH: TWO (2) YEAR EXPRESS SERVICE P	\$121.00	\$121.00	0%	\$121.00	0	\$1,190.00	\$1,190.00	\$504.00
<b>CONTROL STATION, REMOTE, ANTENNA INSTALL:</b>											
1	124	L3216	MC2000I ADV DIGITAL DESKSET	\$1,265.00	\$1,265.00	15%	\$1,088.00	0	\$0.00	\$0.00	\$0.00
1	124	L3278AC	ADAPTER	\$865.00	\$865.00	15%	\$735.75	0	\$0.00	\$0.00	\$0.00
1	124	DN8340	GENERIC RADIO CABLE WITH UNTERMINAT	\$50.00	\$50.00	15%	\$42.50	0	\$0.00	\$0.00	\$0.00
<b>CONTROL STATION - DESKTOP REMOTE MC2000</b>											
1	207	DOC00470	ANTENNA VERTICAL DIPOLE ENCLOSED 450-470 MHZ	\$459.00	\$459.00	7%	\$428.87	0	\$3,841.83	\$3,841.83	\$2,511.00
1	207	DN6386	CABLE: 1/2" LDF HELIX POLY JKT PER FOOT	\$3.00	\$3.00	7%	\$2.79	0	\$217.82	\$217.82	\$1,004.40
20	207	DN6386	1/2" TYPE N MALE POSITIVE STOP CONNECTOR	\$8.00	\$8.00	7%	\$7.56	0	\$111.80	\$111.80	\$1,088.33
1	207	DN6386	GROUNDING KIT FOR 7/8" COAXIAL CABLE	\$22.50	\$22.50	7%	\$21.07	0	\$315.97	\$315.97	\$711.45
1	207	DN6499	7/8" TYPE N FEMALE POSITIVE STOP CONNECTOR	\$37.75	\$37.75	7%	\$35.11	0	\$8,207.00	\$8,207.00	\$4,452.28
20	207	DN8579	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	\$4.25	\$4.25	7%	\$4.00	0	\$508.65	\$508.65	\$23,320.49
28	207	L1700	1/2" TYPE N MALE PLATED CONNECTOR	\$55.00	\$55.00	7%	\$51.25	0	\$23,320.49	\$23,320.49	\$23,320.49
20	207	DN6789	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	\$1.00	\$1.00	7%	\$0.93	0	\$2,591.17	\$2,591.17	\$2,591.17
<b>SUB TOTAL:</b>											
<b>CONTROL STATIONS 2500 W/AES</b>											
<b>CONTROL STATION - LOCAL XTL2500 W/AES:</b>											
1	518	M21SSMPW1 N	XTL 2500 UHF F2 450-520 MHZ, 10-40W	\$1,497.00	\$1,497.00	20%	\$1,197.60	1	\$1,197.60	\$1,197.60	\$233.80
1	518	G444	ADD: XTL2500 CONTROL HEAD	\$292.00	\$292.00	20%	\$233.60	1	\$0.00	\$0.00	\$100.00
1	518	G444	ADD: DASH MOUNT	\$125.00	\$125.00	20%	\$100.00	1	\$135.20	\$135.20	\$215.20
1	500	G382	ADD: CONTROL STATION DESK MICROPHONE	\$269.00	\$269.00	20%	\$215.20	1	\$58.00	\$58.00	\$0.00
1	500	G685	ADD: CONTROL STATION OPERATION	\$70.00	\$70.00	20%	\$56.00	1	\$412.00	\$412.00	\$780.00
1	518	G142	DEL: OMIT SPEAKER	\$3.00	\$3.00	20%	\$2.40	1	\$240.00	\$240.00	\$80.00
1	518	G806	ENH: SOFTWARE ASTRO DIGITAL CAI	\$975.00	\$975.00	20%	\$780.00	1	\$80.00	\$80.00	\$120.00
1	518	G361	ENH: SOFTWARE SMARTZONE/SINGLE TONE	\$300.00	\$300.00	20%	\$240.00	1	\$380.00	\$380.00	\$380.00
1	518	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFT	\$75.00	\$75.00	20%	\$60.00	1	\$120.00	\$120.00	\$380.00
1	500	G114	ADD: ENHANCED DIGITAL ID DISPLAY	\$150.00	\$150.00	20%	\$120.00	1	\$3,429.60	\$3,429.60	\$121.00
1	500	G150	ADD: ENCRYPTION UCM	\$475.00	\$475.00	20%	\$380.00	1	\$3,429.60	\$3,429.60	\$3,550.60
1	500	G843	ADD: AES ENCRYPTION	\$475.00	\$475.00	20%	\$380.00	1	\$56.00	\$56.00	\$56.00
<b>SUB TOTAL:</b>											
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	\$121.00	\$121.00	0%	\$121.00	1	\$121.00	\$121.00	\$121.00
<b>TOTAL:</b>											
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	\$56.00	\$56.00	0%	\$56.00	1	\$56.00	\$56.00	\$56.00

Cortland County Contract Subscribers

Subscriber Cost

ControlSta	Qty	APC	Model	Description	List \$	Ext \$	Dis %	Contract \$	Qty	Extended \$	Ext Equip \$	Ext Install Sur \$
ControlSta	1	207	DDN6386	1/2" TYPE N MALE POSITIVE STOP CONNECTOR	\$26.00	\$26.00	7%	\$24.18	1	\$24.18	\$24.18	
ControlSta	1	207	L3546	CABLE: 7/8" ALUMINUM COAXIAL PER FOOT	\$6.00	\$6.00	7%	\$5.58	1	\$5.58	\$5.58	
ControlSta	1	207	DS9G7806B2A	GROUNDING KIT FOR 7/8" COAXIAL CABLE	\$22.50	\$22.50	7%	\$20.93	1	\$20.93	\$20.93	
ControlSta	1	207	DDN6488	7/8" TYPE N FEMALE POSITIVE STOP CONNECTOR	\$37.75	\$37.75	7%	\$35.11	1	\$35.11	\$35.11	
ControlSta	1	207	DDN6400	7/8" TYPE N MALE POSITIVE STOP CONNECTOR	\$37.75	\$37.75	7%	\$35.11	1	\$35.11	\$35.11	
ControlSta	1	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	\$4.25	\$4.25	7%	\$3.95	1	\$3.95	\$3.95	
ControlSta	1	207	DDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$55.00	\$55.00	7%	\$51.15	1	\$51.15	\$51.15	
ControlSta	1	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	\$1.80	\$1.80	7%	\$1.77	1	\$1.77	\$1.77	
ControlSta	1	207	DDN6786	1/4" TYPE N MALE CONNECTOR FOR F511-30A	\$27.25	\$27.25	7%	\$25.34	1	\$25.34	\$25.34	
				SUB TOTAL:	\$27.25	\$27.25		\$632.77		\$632.77	\$632.77	\$632.77
				TOTAL:	\$1,190.00	\$1,190.00	0%	\$632.77	1	\$632.77	\$632.77	\$1,190.00
				CONTROL STATION, & ANTENNA INSTALLATION:				\$1,190.00		\$1,190.00	\$1,190.00	\$1,190.00
										Total Subscriber & Install \$	\$543,718.92	\$49,136.00
											\$483,909.84	\$43,731.04
												11%

Subscriber Cost



# CEDARWOOD ENGINEERING SERVICES PLLC

248 Main Street, PO Box 203, North Creek NY 12853 • Phone 518-251-4210 • FAX 518-251-5158

## **Environmental Information Summary City of Cortland Wastewater Plant Upgrade City of Cortland, NY**

### **General Description**

The City of Cortland is upgrading their wastewater treatment plant to comply with new regulatory nutrient standards, improve existing aging systems, and to maximize energy efficiency. The plant is located along with west side of the City of Cortland and borders the Tioughnioga River at the end of Port Watson Street. There has been some form of wastewater treatment system on the site since the 1939, and the site has served the intended use well, as even with the recent floods the plant has survived without any major damage. There is a project location map included in this package.

### **Construction Scope and Impact**

The Construction will consist of various elements which are as follows:

- 1.) Conversion of aeration tanks to a modified nutrient removal process
- 2.) Installation of a new screening device and support equipment
- 3.) Rehabilitation of the existing sludge digesters
- 4.) A new solids handling building constructed near an existing tank (30'x 40')
- 5.) A new anaerobic digester near the current digester complex (40" Diameter)
- 6.) A new building to convert biogas to electricity (20' x 50')
- 7.) Modifications to yard piping to connect all the elements

Of these seven items 1, 2, and 3 are work to be done in the existing tanks for buildings and do not require any excavation or disturbance of soil. Items 4, 5, 6, and 7 are shown on the attached drawing in a red highlight and depict the extent of the proposed construction. As can be seen from this drawing all the construction is within the plant site and no excavation are deeper than 5' – 6'. Groundwater is at approximately 10' below the existing grade.

The construction of all the new facilities are contained in areas that were disturbed in construction during 1978 and some in areas disturbed in 1978 were then disturbed during the 1994 upgrade. There are no virgin areas being excavated.

The affected area is about 20,000 FT<sup>2</sup> or less than 1 acre so it does not require a SWPPP. In fact there is approximately 3,000 sq.ft. of building or tankage where pervious surfaces are replaced by impervious surfaces. There will be no significant impact on storm water generated on site after the proposed upgrade.

One of the elements of the project is to take biogas produced from the treatment plant sludge and one of the local industries and convert that biogas into electricity and heat to be used on-site, so the utility usage and energy consumption will be reduced. The reduction of energy consumption is a positive environmental aspect of the project.

There is impact on wetlands as there is no wetlands on site.

There should be no change in odor producing processes as they already exist on-site.

There is no land use change required for the project and again all elements are on-site.

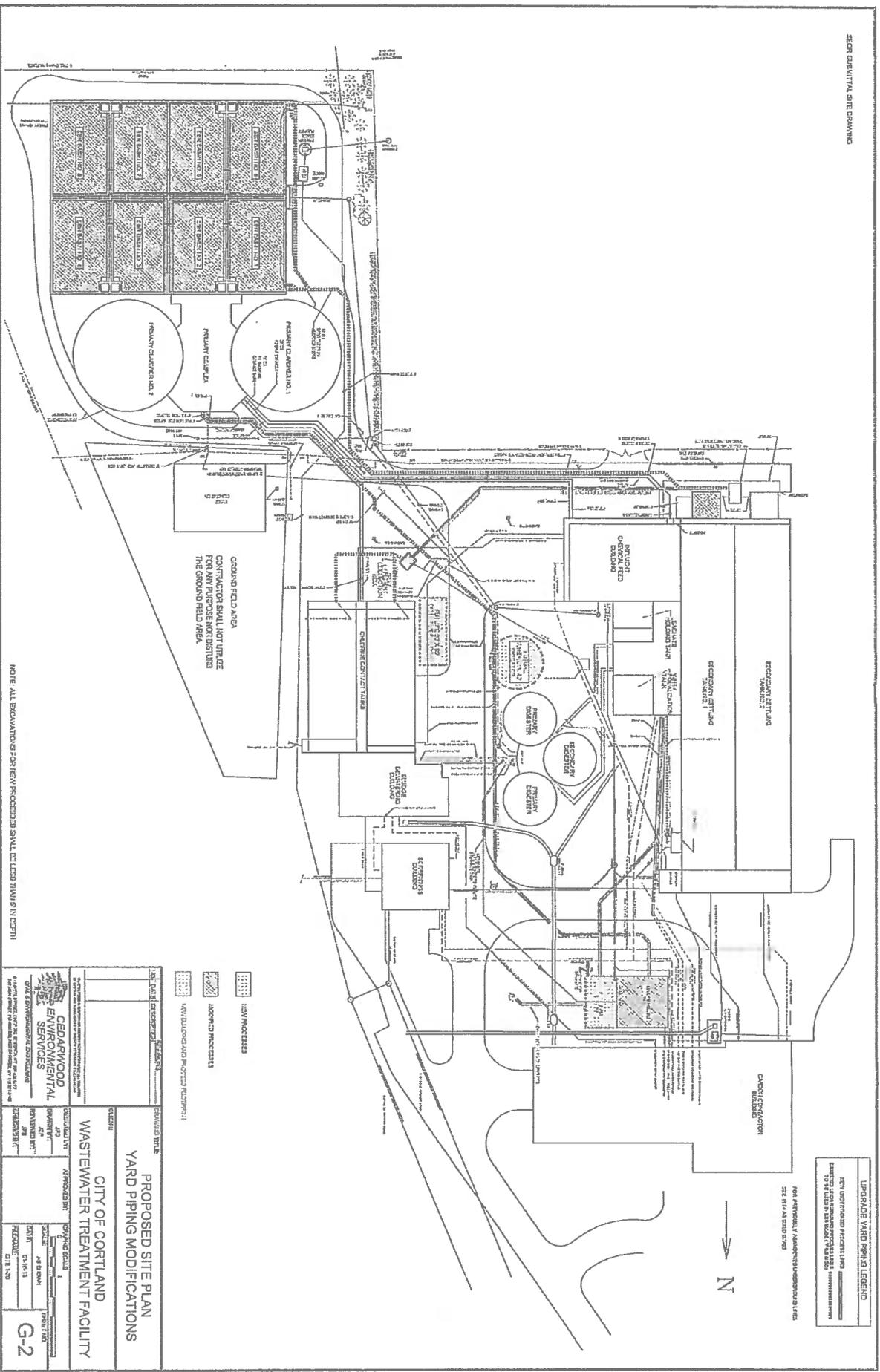
There will be an increase in truck traffic, where delivery of off-site waste from a local industry will be made to the biogas digester. This will be about 5-6 trips per/day.

There is no significant change in viewshed as most of the new construction is alongside existing structure of the same high or taller. There should be no change in visual impact.

The greatest positive impact is the compliance with the nutrient goal set forth by NYSDEC and USEPA for waters tributary to the Chesapeake Bay. The enhanced treatment will remove both nitrogen and phosphorus to be in compliance with the new regulations. Non-compliance is just not an option. Again this is a strong environmental positive for the project.

### **Schedule**

The construction is scheduled to begin in late 2013 and be completed in 2015. As most of the construction will be done in-house, no long periods of noise or dust is expected due to the majority of the project being completed with the use of existing structures.



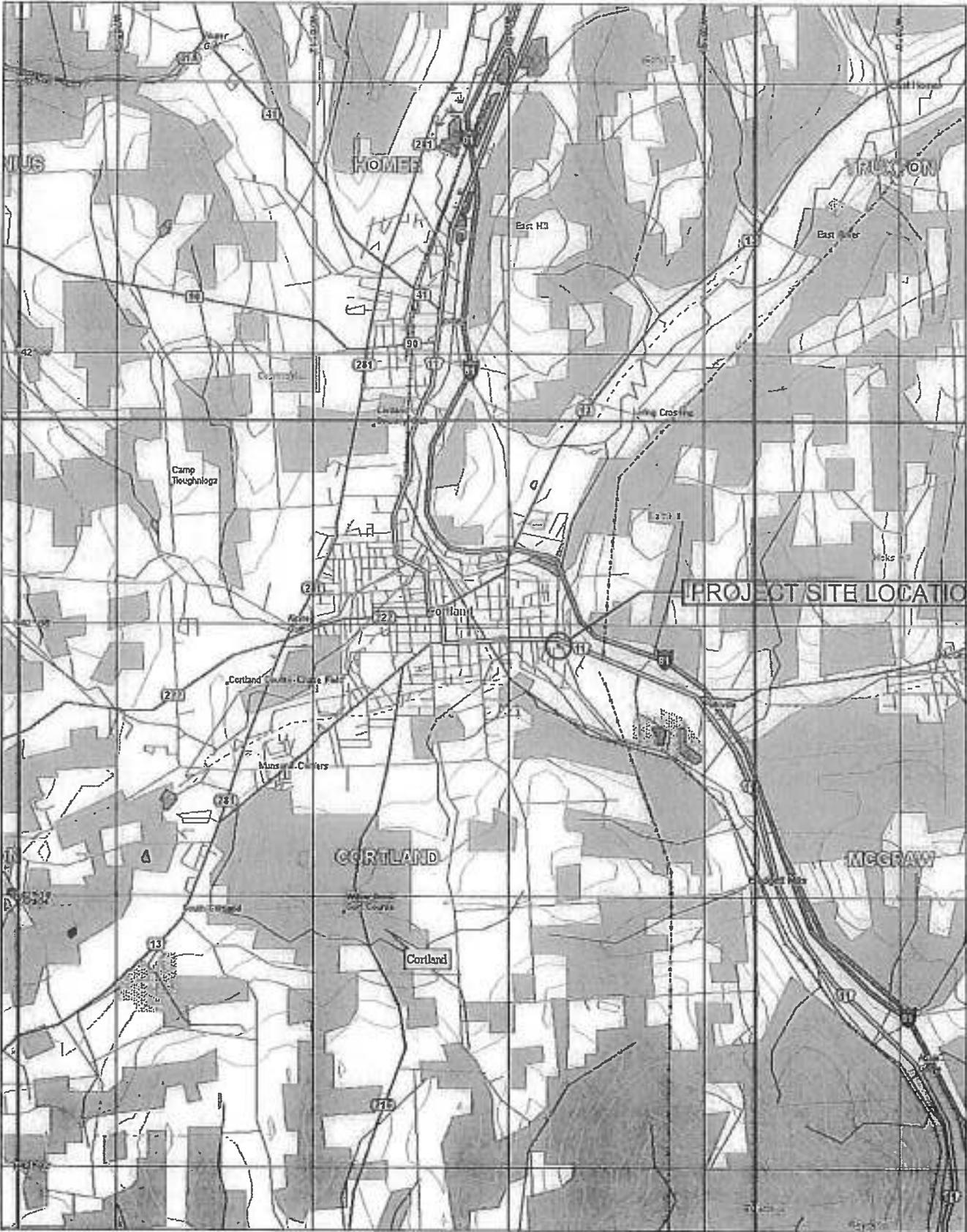
NOTE: ALL DEMONITIONS FOR HEAVY PROGRESS SHALL BE CLEAR THRU IN DEPTH

UPGRADE YARD PIPING LEGEND  
 NEW PIPING ACCORDING TO THIS PLAN  
 EXISTING PIPING ACCORDING TO THIS PLAN  
 EXISTING PIPING NOT TO BE USED IN THIS WORK  
 EXISTING PIPING TO BE REMOVED



- NEW PIPING
- EXISTING PIPING
- EXISTING PIPING TO BE REMOVED
- EXISTING PIPING NOT TO BE USED IN THIS WORK

<p>PROPOSED SITE PLAN          YARD PIPING MODIFICATIONS</p>	
<p>CLIENT          CITY OF CORTLAND          WASTEWATER TREATMENT FACILITY</p>	<p>CONTRACT TITLE          WASTEWATER TREATMENT FACILITY          YARD PIPING MODIFICATIONS</p>
<p>DATE: 11/15/11</p>	<p>SCALE: AS SHOWN</p>
<p>DESIGNED BY: [Name]</p>	<p>PROJECT NO.: G-2</p>
<p>DRAWN BY: [Name]</p>	<p>DATE: 11/15/11</p>
<p>CHECKED BY: [Name]</p>	<p>REVISION: 01E 1/20</p>



3-D TopoQuads Copyright © 1999 DeLorme Yarmouth, ME 04096  
 2/12/13

2000 ft Scale: 1 : 63,750 Detail: 11-5 Datum: WGS84

**CITY OF CORTLAND  
 WASTEWATER TREATMENT PLANT**

**617.20**  
**Appendix A**  
**State Environmental Quality Review**  
**FULL ENVIRONMENTAL ASSESSMENT FORM**

**Purpose:** The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

**Full EAF Components:** The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

---

**THIS AREA FOR LEAD AGENCY USE ONLY**

**DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions**

Identify the Portions of EAF completed for this project:

Part 1

Part 2

Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment, therefore a negative declaration will be prepared.
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED** negative declaration will be prepared.\*
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a positive declaration will be prepared.

\*A Conditioned Negative Declaration is only valid for Unlisted Actions

**CORTLAND WASTEWATER TREATMENT PLANT UPGRADE PROJECT**

---

Name of Action

**CITY OF CORTLAND**

---

Name of Lead Agency

**BRUCE ADAMS**

**CHIEF OPERATOR**

---

Print or Type Name of Responsible Officer in Lead Agency

---

Title of Responsible Officer

---

Signature of Responsible Officer in Lead Agency

---

Signature of Preparer (If different from responsible officer)

**FEBRUARY 20, 2013**

---

Date

website

## PART 1--PROJECT INFORMATION

Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action CORTLAND WASTEWATER TREATMENT PLANT UPGRADE

Location of Action (include Street Address, Municipality and County)

251 PORT WATSON STREET, CORTLAND NEW YORK 13045 - CORTLAND COUNTY

Name of Applicant/Sponsor CITY OF CORTLAND

Address 25 COURT STREET

City / PO CORTLAND

State NY

Zip Code 13045

Business Telephone 607-756-7227

Name of Owner (if different) N/A

Address .

City / PO

State

Zip Code

Business Telephone

Description of Action:

Upgrade of the Cortland Wastewater Treatment Plant

This project is contained to the wastewater treatment plant site and will consist of mainly equipment replacement to improve the solids handling process and compliance with the Chesapeake Bay requirements as promulgated by NYSDEC.

The project will also include construction of a new 40' diameter anaerobic digester, and two small buildings (30' x 50').

All improvements shall be contained to the existing WWTP site.

A site drawing is included.

The current SPDES permit will not need to be modified for the improvements proposed in this project.

Please Complete Each Question--Indicate N.A. if not applicable

**A. SITE DESCRIPTION**

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use:  Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Other WASTEWATER TREATMENT PLANT

2. Total acreage of project area: 8.8 acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	<u>0</u> acres	<u>0</u> acres
Forested	<u>0</u> acres	<u>0</u> acres
Agricultural (Includes orchards, cropland, pasture, etc.)	<u>0</u> acres	<u>0</u> acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	<u>0</u> acres	<u>0</u> acres
Water Surface Area	<u>0</u> acres	<u>0</u> acres
Unvegetated (Rock, earth or fill)	<u>0</u> acres	<u>0</u> acres
Roads, buildings and other paved surfaces	<u>8.8</u> acres	<u>8.8</u> acres
Other (Indicate type) _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? Fox Gravelly Silt Loam

- a. Soil drainage:  Well drained 100 % of site  Moderately well drained \_\_\_\_\_ % of site.  
 Poorly drained \_\_\_\_\_ % of site

b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? \_\_\_\_\_ acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site?  Yes  No

a. What is depth to bedrock >60 (in feet)

5. Approximate percentage of proposed project site with slopes:

- 0-10% 100 %  10- 15% \_\_\_\_\_ %  15% or greater \_\_\_\_\_ %

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places?  Yes  No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks?  Yes  No.

8. What is the depth of the water table? 10 (in feet)

9. Is site located over a primary, principal, or sole source aquifer?  Yes  No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area?  Yes  No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered?  Yes  No

According to:

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes  No

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes  No

If yes, explain:

14. Does the present site include scenic views known to be important to the community?  Yes  No

15. Streams within or contiguous to project area:

West Branch Tioughnioga River, Class: B(T)

a. Name of Stream and name of River to which it is tributary

Chenango River

16. Lakes, ponds, wetland areas within or contiguous to project area:

N/A

b. Size (in acres):

17. Is the site served by existing public utilities?  Yes  No
- a. If YES, does sufficient capacity exist to allow connection?  Yes  No
- b. If YES, will improvements be necessary to allow connection?  Yes  No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617?  Yes  No
20. Has the site ever been used for the disposal of solid or hazardous wastes?  Yes  No

**B. Project Description**

1. Physical dimensions and scale of project (fill in dimensions as appropriate).

- a. Total contiguous acreage owned or controlled by project sponsor: 8.8 acres.
- b. Project acreage to be developed: N/A acres initially; N/A acres ultimately.
- c. Project acreage to remain undeveloped: N/A acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing N/A; proposed N/A
- g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?
- h. If residential: Number and type of housing units:

	One Family	Two Family	Multiple Family	Condominium
Initially	_____	_____	_____	_____
Ultimately	_____	_____	_____	_____

- i. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; \_\_\_\_\_ length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? \_\_\_\_\_ ft.

2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? <50 tons/cubic yards.
3. Will disturbed areas be reclaimed  Yes  No  N/A

a. If yes, for what intended purpose is the site being reclaimed?

- b. Will topsoil be stockpiled for reclamation?  Yes  No
- c. Will upper subsoil be stockpiled for reclamation?  Yes  No

4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? 0 acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

Yes  No

6. If single phase project: Anticipated period of construction: 24 months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated \_\_\_\_\_ (number)

b. Anticipated date of commencement phase 1: \_\_\_\_\_ month \_\_\_\_\_ year, (including demolition)

c. Approximate completion date of final phase: \_\_\_\_\_ month \_\_\_\_\_ year.

d. Is phase 1 functionally dependent on subsequent phases?  Yes  No

8. Will blasting occur during construction?  Yes  No

9. Number of jobs generated: during construction 10 ; after project is complete 0

10. Number of jobs eliminated by this project 0

11. Will project require relocation of any projects or facilities?  Yes  No

If yes, explain:

12. Is surface liquid waste disposal involved?  Yes  No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount SEWAGE, SPDES # NY 002 7561

b. Name of water body into which effluent will be discharged WEST BRANCH TIOUGHNIOGA RIVER

13. Is subsurface liquid waste disposal involved?  Yes  No Type \_\_\_\_\_

14. Will surface area of an existing water body increase or decrease by proposal?  Yes  No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain?  Yes  No

16. Will the project generate solid waste?  Yes  No

a. If yes, what is the amount per month? <30 tons

b. If yes, will an existing solid waste facility be used?  Yes  No

c. If yes, give name Cortland Cnty Landfill ; location McGraw, Ny 13101

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill?  Yes  No

e. If yes, explain:

17. Will the project involve the disposal of solid waste?  Yes  No

a. If yes, what is the anticipated rate of disposal? \_\_\_\_\_ tons/month.

b. If yes, what is the anticipated site life? \_\_\_\_\_ years.

18. Will project use herbicides or pesticides?  Yes  No

19. Will project routinely produce odors (more than one hour per day)?  Yes  No

20. Will project produce operating noise exceeding the local ambient noise levels?  Yes  No

21. Will project result in an increase in energy use?  Yes  No

If yes, indicate type(s)

22. If water supply is from wells; indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day <5000 gallons/day.

24. Does project involve Local, State or Federal funding?  Yes  No

If yes, explain:

City of Cortland

EFC

NYSERDA

25. Approvals Required:

			Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Approval of Plans	June 2013
			Bond Resolution	June 2013
			SEQR	March 2013
City, Town, Village Planning Board	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
City, Town Zoning Board	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
City, County Health Department	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Approval of Plans	June 2013
Other Local Agencies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Building Permit	June 2013
Other Regional Agencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
State Agencies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	EFC Approval of Plans	June 2013
			NYSDEC Approval of Plans	June 2013
Federal Agencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision?  Yes  No

If Yes, indicate decision required:

- |   |   |  |                                      |
|---|---|--|--------------------------------------|
| <input type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance    | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Site plan        | <input type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan    | <input type="checkbox"/> Other       |

2. What is the zoning classification(s) of the site?

R-1

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

Same

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans?  Yes  No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Residential, Industrial, Commercial and Agricultural

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile?  Yes  No

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

a. What is the minimum lot size proposed? \_\_\_\_\_

10. Will proposed action require any authorization(s) for the formation of sewer or water districts?  Yes  No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

Yes  No

a. If yes, is existing capacity sufficient to handle projected demand?  Yes  No

12. Will the proposed action result in the generation of traffic significantly above present levels?  Yes  No

a. If yes, is the existing road network adequate to handle the additional traffic.  Yes  No

**D. Informational Details**

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

**E. Verification**

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

Applicant/Sponsor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

## PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

**General Information (Read Carefully)**

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been reasonable? The reviewer is not expected to be an expert environmental analyst.
- ! The Examples provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

**Instructions (Read carefully)**

- a. Answer each of the 20 questions in PART 2. Answer Yes if there will be any impact.
- b. Maybe answers should be considered as Yes answers.
- c. If answering Yes to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily significant. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the Yes box in column 3. A No response indicates that such a reduction is not possible. This must be explained in Part 3.

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

**Impact on Land**

1. Will the Proposed Action result in a physical change to the project site?

NO  YES

**Examples that would apply to column 2**

- |  |                          |                          |                              |                             |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year.                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO  YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------	--------------------------	--------------------------	--

**Impact on Water**

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law; ECL)

NO  YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO  YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No



1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

NO  YES

Examples that would apply to column 2

- |  |                          |                          |                              |                             |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion.                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

-IMPACT ON AIR

7. Will Proposed Action affect air quality?

NO  YES

Examples that would apply to column 2

- |   |                          |                          |                              |                             |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use.                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas.               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

NO  YES

Examples that would apply to column 2

- |   |                          |                          |                              |                             |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

NO  YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IMPACT ON AGRICULTURAL LAND RESOURCES**

10. Will Proposed Action affect agricultural land resources?

NO  YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IMPACT ON AESTHETIC RESOURCES**

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

NO  YES

Examples that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES**

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

NO  YES

Examples that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Any impact to an archaeological site or fossil bed located within the project site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
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• Other impacts:


 Yes  No

**IMPACT ON OPEN SPACE AND RECREATION**

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

 NO  YES

Examples that would apply to column 2

• The permanent foreclosure of a future recreational opportunity.


 Yes  No

• A major reduction of an open space important to the community.


 Yes  No

• Other impacts:


 Yes  No

**IMPACT ON CRITICAL ENVIRONMENTAL AREAS**

14. Will Proposed Action Impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

 NO  YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

• Proposed Action to locate within the CEA?


 Yes  No

• Proposed Action will result in a reduction in the quantity of the resource?


 Yes  No

• Proposed Action will result in a reduction in the quality of the resource?


 Yes  No

• Proposed Action will Impact the use, function or enjoyment of the resource?


 Yes  No

• Other impacts:


 Yes  No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

**IMPACT ON TRANSPORTATION**

15. Will there be an effect to existing transportation systems?

NO       YES

Examples that would apply to column 2

- |  |                          |                          |                              |                             |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems.             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**IMPACT ON ENERGY**

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO       YES

Examples that would apply to column 2

- |   |                          |                          |                              |                             |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other Impacts:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**NOISE AND ODOR IMPACT**

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO       YES

Examples that would apply to column 2

- |  |                          |                          |                              |                             |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day).   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |



	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

NO  YES

**If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3**

## Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

### Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

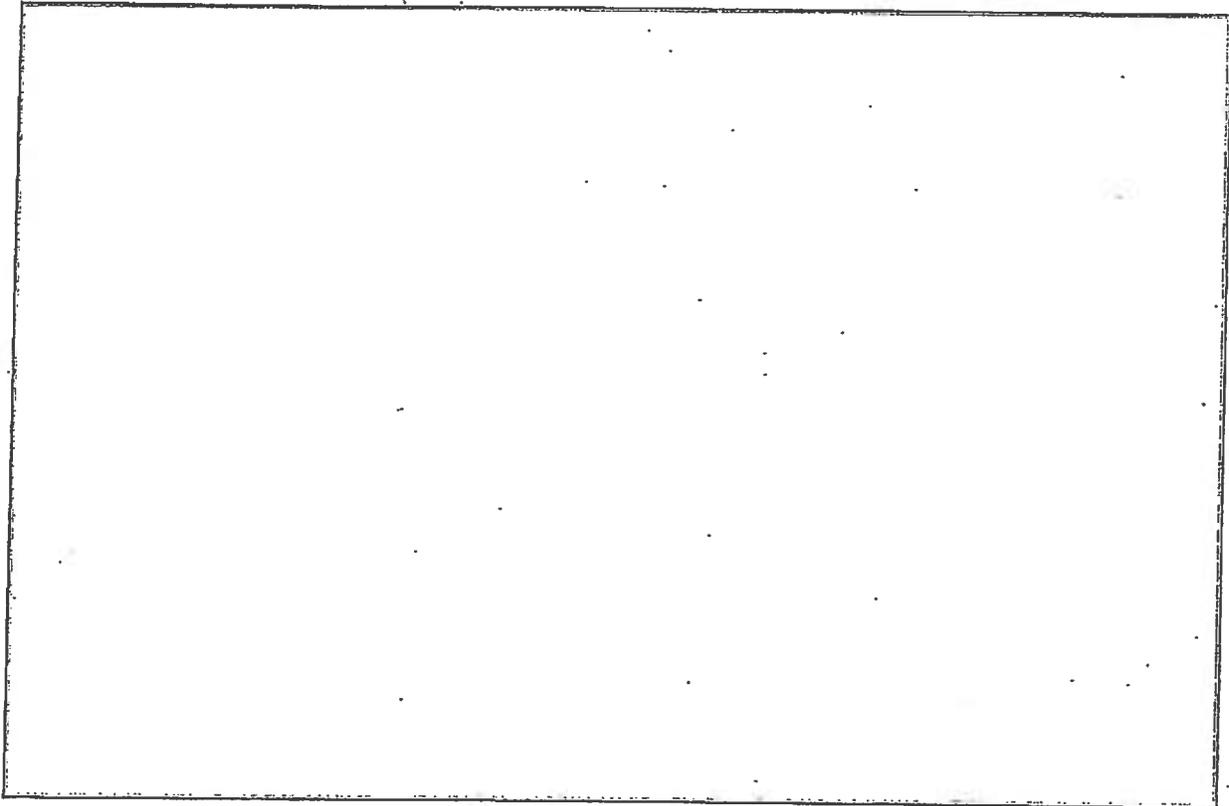
Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is important.

To answer the question of Importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.







## Cortland Police Department

### Memorandum

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**TO:** Mack Cook, Director of Administration and Finance

**FROM:** F. Michael Catalano, Chief of Police

**DATE:** February 14, 2013

**RE:** Request to increase hourly wage for Parking Enforcement Officer

Currently the hourly wage for the Parking Enforcement Officer position is \$8.75 per hour. We have had a very difficult time recruiting and retaining PEO's for the last couple of years. Retaining a PEO position is dependant upon passing a civil service exam and scoring within the top three grade level. Routinely, the civil service list is far from extensive and is easily exhausted, thus we hire provisionally far too often. I believe part of the problem is the duties and requirements of the job itself (physical demands, weather conditions, abusive public), coupled with being a part time job with a low starting wage.

I propose the city raise the hourly wage to a minimum of \$10.50 per hour. I would like to see if this encourages a more varied base of people taking the civil service exam, or pique the interest of people to look at the job. Additionally, New York State is suggesting raising the minimum wage from \$7.25 per hour to \$8.75 per hour which would effectively put the current position's wage to the proposed New York State minimum, making it even more difficult to recruit and retain PEOs.

Our current budget line is \$18,291 for year 2013. This amount would adequately cover the increase in wage based on two PEO's working a total of 35 hours a week. We are already two months into this year and have only had one PEO working part time.

The next civil service exam is schedule around the month of March. I would like to advise civil service of the increase wage when the test is posted. Thank you for your consideration.

