

WHEREAS, people truly caring for other people in our City of Cortland first came together in 1891, united by the same mission to provide quality health care services, Cortland Regional Medical Center was founded on April 1st of that year;

WHEREAS, Cortland Regional Medical Center and all its constituencies—Physicians, Management, Employees, Volunteers, and Benefactors have remained a constant resource of dynamic, quality health care for 125 years of dedicated service to the residents of our city and our neighbors throughout the County of Cortland and surrounding communities;

WHEREAS, Cortland Regional Medical Center launched a year-long celebration in April, commemorating all the thousands of individuals whose skills, leadership, and stewardship have contributed in the past and who continue to provide service in the pursuit of excellent health care as is the mission of Cortland Regional Medical Center;

WHEREAS, Cortland Regional Medical Center first began, with funds donated by the Loyal Circle of Kings Daughters, as a hospital with six-beds, one matron, and a maintenance boy at 33 Clayton Avenue;

WHEREAS, Cortland Regional Medical Center is now a full-service health care facility, located at 134 Homer Avenue, and the second largest private employer in the city , and it continues to expand its facilities and enhance services as the needs of Cortland residents grow and change ;

WHEREAS, the quality of life may be measured by the beauty, stability, and health of the environment in which we live;

WHEREAS, Cortland Regional Medical Center is hosting a Summer Anniversary Celebration for the greater Cortland community on Saturday, August 13th;

NOW, THEREFORE, BE IT RESOLVED that the City of Cortland takes pride in Cortland Regional Medical Center, it's staff and physicians who have helped improve the quality of life for our community. I, Brian Tobin, Mayor of the City of Cortland, on behalf of the Common Council, do hereby proclaim August 13, 2016 as the **125th ANNIVERSARY CELEBRATION OF CORTLAND REGIONAL MEDICAL CENTER** with all good wishes thereto for another 125 years of service to the citizens of Cortland and our neighboring communities.

**COMMUNITY CHOICE
AGGREGATION:
IMPLEMENTATION PLAN**

VILLAGE, TOWN, CITY OF _____

PARTICIPATING IN
NEW YORK
ENERGY BUYING GROUP ____

JUNE 2016

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I. INTRODUCTION

Pursuant to the *Order Authorizing Framework for Community Choice Aggregation Opt-Out Program in Case 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs* (issued April 21, 2016) (“Order” or “CCA Order”), the New York State Public Service Commission (“NYSPSC”) has authorized the establishment of Community Choice Aggregation (CCA) programs by New York municipalities. CCA Programs will be allowed to aggregate electric supply, natural gas supply, or both, and to offer energy related value-added products and services for customers within their geographic territory. *See Order*, Appendix D: CCA Rules Summary ¶¶ 1, 4-6.

There are numerous benefits and opportunities available to municipalities and consumers through a CCA Program. While many large industrial and commercial consumers with dedicated energy procurement operations have been able to leverage their size and expertise to obtain lower energy rates, similar opportunities have not, until now, been available to individual residential and small commercial retail consumers, who are typically unable to obtain significant price reductions since they lack the same bargaining power, expertise, and the economies of scale enjoyed by larger consumers. Aggregation—the combining of multiple energy loads—augments the benefits of retail energy competition for consumers with lower energy usage by increasing their market power. In addition, competitive bids, evaluated by experts as part of CCA Programs, protect consumers from unscrupulous and opportunistic suppliers aiming to place them in unfavorable supply deals.

Three types of municipalities have been deemed eligible by the NYSPSC to create CCA Programs: villages, towns, and cities.¹ As stated in the Order, a municipality or a group of municipalities may engage the services of a Consultant to act as a CCA Administrator to complete any or all tasks with the aim of establishing a CCA Program. *Order*, ¶¶ 2-3. The Municipal Electric and Gas Alliance (“MEGA”) would be engaged to serve as CCA Administrator to those municipalities looking to explore and adopt a local law authorizing CCA, both to aid in the creation of the CCA and the required public outreach and education related thereto, and to implement and administer the CCA once formed. The terms “MEGA” and “CCA Administrator” are used interchangeably throughout this document. The CCA Administrator will provide administrative services to municipalities on an individual basis or in

¹ Under the Order, municipalities at the smallest level of government are authorized to create a CCA; counties are not eligible to create a CCA. See Order, Appendix D ¶ 1(a). This means that, where a Village is located within a Town, only the Village government may create a CCA for residents of the Village, while the Town may create a CCA only for residents of the Town who live outside Village limits. The Order does not preclude Towns and Villages from working in concert to form a CCA for all residents, so long as the appropriate legal steps are taken to adopt a CCA covering all residents. Nor does the Order prevent Counties from advocating for or offering assistance to local governments in forming CCAs, although a County itself is precluded from pursuing aggregation. Through this Implementation Plan and its CCA Administration Agreements with individual communities, MEGA intends to provide advice and assistance in creating CCA Programs which transcend the jurisdictional boundaries to which individual municipalities are constrained, and to facilitate and encourage cooperative relationships between and among the various levels of local government to create successful aggregations.

groups. At this time, MEGA intends to divide groups of participating municipal CCAs into regionally based aggregation groups, which would be referred to as “Buying Groups” or “Aggregation Groups” a description of which will be included as Appendix A.²

The Municipalities seek to collectively aggregate the retail energy loads of eligible participants, as defined by the Order, residents and small commercial retail customers (“Participants”) and to solicit bids for the purchase of electricity, natural gas and/or energy related value-added products and services. MEGA, on behalf of the Aggregation Group, would solicit bids seeking competitive pricing, various contract terms, and options for increased volumes of renewable energy and other energy related value-added products and services, based upon the needs and priorities of participating municipalities. By taking advantage of a combined pool of eligible energy accounts, Municipalities have the potential to attract lower rates and the option of acquiring a cleaner power supply.

II. PROCESS

To begin the process, Municipalities would execute the Community Choice Aggregation Administration Agreement (“CCA Administration Agreement” or “Agreement”) to retain the services of MEGA as CCA Administrator. Community-specific versions of this Agreement would be reviewed and, if necessary, revised, based on consultations with individual municipalities. Under this Agreement, MEGA would be responsible for advising and supporting the Municipalities on public outreach and education related to formation of the CCA, assisting with planning and implementing the CCA Program once it is adopted, soliciting bids for energy supply and selecting the energy supplier(s), and monitoring the program, once implemented, to assure that all contractual obligations are met by suppliers, and that NYSPSC regulatory compliance is attained at all times. Municipalities will be advised that, pursuant to the CCA Order, they are ultimately responsible for ensuring compliance with the Order and applicable law. *Order*, Appx. D, ¶ 3(b). As such, each municipality must designate a CCA Liaison, with whom MEGA will work closely to keep municipal officials informed and address any public concerns.

The CCA Administrator will customize Appendix B (Opt-Out Letter) and Appendix C (Education and Outreach Plan) to this Implementation Plan to fit the circumstances and needs of individual municipalities, such as the schedule and nature of public education and outreach activities. Once Municipalities adopt these community-specific Implementation Appendices, by resolution or in conjunction with the passage of the Local Law discussed below, they will be incorporated into this Implementation Plan. A Data Protection Plan (“DPP”) will also be adopted and, where community-specific modifications are necessary, customized for each Municipality. Once finalized, both the IP and DPP documents will be made available to Participants within each Municipality.

² This Appendix is meant to be a dynamic document, and will be updated periodically as the Municipalities seeking to form CCAs complete the process of enacting the Local Laws and approvals necessary to participate in this program.

Prior to adoption of a Local Law creating a CCA, Municipalities will hold a public hearing, among other community specific avenues, in order to provide Participants of each Municipality participating in the Aggregation Group a meaningful opportunity to be heard regarding the details of the CCA Program. The CCA Administrator will address the concerns of the Participants of the CCA in the development of the IP and DPP.

The opt-out notice for the CCA Program shall be provided in advance to all eligible energy Participants in each of the Municipalities according to the opt-out procedure developed by the CCA Administrator and outlined in Section III.F below. The opt-out notice and disclosures shall comply with the Order and all applicable rules and regulations of the NYSPSC and shall fully inform such Participants in advance that they have the right to opt-out of the CCA Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the CCA Program. A sample opt-out letter is included as Appendix B; this letter will be customized for and adopted by each Municipality, and incorporated into this Implementation Plan.

In consultation with Municipalities, the CCA Administrator will prepare and negotiate one or more Energy Services Agreements (ESAs) on behalf of Municipalities with one or more supplier(s). Such Agreements are to determine the basic terms and conditions available to Participants for electricity and/or natural gas supply, renewable or “green” power or energy related value-added products and services. Energy Service Agreement(s) shall set forth the overall terms and conditions of any program, and shall provide that eligible Participants will have the ability to enter into contracts with the energy supplier(s) based on the terms of the Energy Services Agreement(s). The local electric or natural gas utility will continue to provide and service the delivery of the energy purchased by the energy supplier, as well as metering, repairs, and outage restoration services.

III. OPERATIONAL PLAN

A. Aggregation Services

1. Energy Services Company (ESCO): The CCA Administrator will use an experienced entity such as an ESCO to deliver energy supply services to Participants of the Aggregation Group. The ESCO shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including but not limited to: no switching conditions where cancellation fees apply, the conditions under which a Participant may opt-out without penalty, and any other terms required by law or regulation. The ESCO must provide the CCA Administrator, upon request, an electronic file containing the Participants’ aggregate usage, charges for retail supply service and such other information reasonably requested by CCA Administrator, which will be handled in accordance with the DPP.
2. Database: The ESCO shall create and maintain a secure database of all Participants. The database will include the name, address, utility account number, and ESCO’s account

number of each active Participant, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the ESCO will develop and implement processes to accommodate Participants who (i) leave the Aggregation Group due to relocation, opting-out, etc. (ii) decide to join the Aggregation Group, such as by terminating service previously provided via a direct consumer contract with an ESCO; (iii) relocate anywhere within the jurisdictional limits of the Municipality or the Aggregation Group's geographic area, or (iv) move into the Municipality and elect to join the Aggregation Group. This database shall also be capable of removing a Participant from the Aggregation Group who has duly opted-out of the CCA Program. The ESCO will use this database to perform audits for clerical and mathematical accuracy of Participants' energy supply bills. All customer information shall be handled in accordance with the DPP and any other applicable law or regulation.

3. Participant Education: The CCA Administrator shall develop and implement, with the assistance of the Municipality and the ESCO and as the CCA Administrator deems appropriate, an educational program that: generally explains the CCA Program to all Participants in the Aggregation Group, provides updates and disclosures mandated by the Order and the applicable NYSPSC rules and regulations, and implements a process to allow any Participant the opportunity to opt-out of the CCA Program. The fundamental goal of CCA education and outreach is to enable Participants to make an informed choice(s) about their energy supply options. The Municipality will remain ultimately responsible for making certain that the CCA Program is deployed in compliance with legal requirements, that it serves the energy supply interests of its residents, and that consumer information is appropriately protected. Because education is critical to the success of CCA Programs, one of the Municipalities' responsibilities, as stated in the CCA Administration Agreement, is to endorse and promote the CCA Program to Participants. The education and outreach campaign will be tailored to each municipality, and will be provided to potential Participants over no less than a two-month period and over multiple communication platforms. The education and outreach campaign will minimally consist of the following means and activities, as appropriate to local circumstances, to raise awareness and educate the Participants on the benefits and procedures of the CCA:
 - A. Informational community meetings
 - B. Distribution and/or public posting of printed materials
 - C. Town newsletters
 - D. Web-based education
 - E. Local newspaper articles
 - F. Social media campaign (Facebook, Twitter, G+ Google, etc.)
 - G. Education on municipal and community websites
 - H. Educational water or tax bill inserts, where applicable
 - I. Press releases distributed to local print and electronic media

Other educational and informational avenues that may be used are: informational videos, radio commercials, local cable TV, local radio shows, lawn signs, billboards, door hanger

advertising and professional distribution services. Municipalities will be asked to provide input on and support the customization of public education and outreach techniques which best fit their community. A template supporting the customization of the public outreach plan is attached as Appendix C.

The New York State Energy Research and Development Authority (NYSERDA) is available to provide technical assistance to Municipalities and CCA Administrators in their development of CCA Programs, related outreach and education. *Order*, Appendix D ¶12. The CCA Administrator will evaluate such resources, and will avail itself of them if and when it becomes desirable.

4. **Customer Service:** The ESCO shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate Participant inquiries and complaints about billing, and answer questions regarding the CCA Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how Participants may remit payment, and how collection of delinquent accounts will be addressed. The ESCO and the CCA Administrator, on behalf of each Municipality, will enter into an Energy Services Agreement.
5. **Billing:** The local utilities will provide a monthly billing statement to each Participant which shall include the charges of the ESCO, and the ESCO shall not charge any additional administrative fee. The CCA Administrator is authorized to recover its administrative costs through a reasonable fee built into the per kWh or per therm rates for power or natural gas and assessed on customer bills. *Order*, Appendix D ¶ 28.
6. **Compliance Process:** Both the ESCO and the CCA Administrator shall develop internal controls and processes to ensure that each Municipality remains in good standing and that each Municipality and the CCA Program comply with the Order and all applicable NYSPSC rules, and regulations as they may be amended from time to time. It will be the ESCO's responsibility to deliver timely reports at the request of the CCA Administrator. Such reports will include (i) the number of Participants in the CCA Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the CCA Administrator; (iv) comparison of Participants' charge for the supply of energy from one designated period to another identified by the CCA Administrator. The CCA Administrator shall monitor and promptly notify the Municipalities of any changes in market conditions, law or regulatory conditions, including amendments to the Order or changes to any NYSPSC rules or regulations applicable to the CCA program. Likewise, the ESCO shall also develop a process to monitor and shall promptly notify the CCA Administrator in writing of any such changes of law or regulation applicable to the CCA Program. The CCA Administrator must submit annual reports to the NYSPSC which provide information requested in the Order, or otherwise required by NYSPSC rules or regulations. *Order*, Appendix D ¶ 38. At the request of the CCA Administrator, ESCOs and Municipalities will provide information necessary for the timely completion and submittal of these annual reports.

7. Notification to Local Utilities: The eligible Participants³ in each Municipality who do not opt-out of the CCA Program will be enrolled automatically in the CCA Program by an ESCO. Participants of the Aggregation Group will not be asked to take affirmative steps to be included in the Aggregation Group. To the extent that local utilities require notification of participation, the ESCO shall provide such notice to the local utilities. The ESCO will inform the local utilities from time to time, through electronic means, of any new Participants who are enrolling in the Aggregation Group.

8. Solicitation of Bids: The process of soliciting bids for energy and related services and awarding of Energy Services Agreement(s) for the Aggregation Group, shall be conducted in the following manner:
 - A. The CCA Administrator, on behalf of the Aggregation Group, will solicit bids for energy supply and other related services, as allowed by the Order and in accordance with any specific terms or requirements established by the Aggregation Group in their CCA Administration Agreement, Local Law Authorizing CCAs, and/or community-specific implementation plans.
 - B. The CCA Administrator will request Aggregate Data, as defined by the NYSPSC, from the local utilities serving Participants in the Aggregation Group. This data, which will not include confidential customer information, will be provided to potential bidders when Invitations to Bid/Requests for Proposals are released seeking ESCOs to provide supply service to the Aggregation Group.
 - C. The CCA Administrator will prepare Invitations to Bid/Requests for Proposals pursuant to public bidding standards for electricity and/or natural gas supplies and energy related value-added products and services.
 - D. The CCA Administrator will analyze the RFP or bid responses and prepare a report resulting from such analysis for the Aggregation Group.
 - E. In consultation with the Aggregation Group, the CCA Administrator will prepare and negotiate one or more Energy Services Agreement(s) on behalf of Municipalities with one or more supplier(s). Such Agreement(s) are to determine the basic terms and conditions available to Participants for electricity and/or natural gas supply, renewable or “green” power or energy related value-added products and services. Energy Services Agreement(s) shall set forth the overall terms and conditions of any program, and shall provide that eligible Participants will have the ability to enter into contracts with the energy supplier(s) based on the terms of the Energy Services Agreement.

³ For purposes of this provision, customers receiving service directly from an ESCO at the time of aggregation are not considered “eligible Participants” who would be automatically enrolled on an opt-out basis. Such customers are permitted to voluntarily join the CCA on an opt-in basis, but they will not be automatically enrolled in the CCA, in accordance with the Order.

- F. After the CCA Administrator has entered into and executed energy supply contracts with an ESCO, the CCA Administrator will request customer-specific customer contact information. The local utilities will provide the customer-specific data to the CCA Administrator in order to mail opt-out notices to Participants. All customer-specific data will be handled and protected in accordance with the DPP and relevant regulations, laws, and NYSPSC Orders, as well as in accordance with the relevant Data Security Agreements (a.k.a. Data Protection Plans) put in place by and entered into with affected utilities. *See Order* at 51.
- G. The CCA Administrator will provide opt-out notifications to the Participants on municipal letterhead and envelopes. The opt-out period will be 30-days as per the CCA Order. The opt-out letter will be filed with the NYSPSC by the CCA Administrator at least 5 days prior to when the CCA Administrator intends to send them. A sample opt-out letter is included as Appendix B. This letter will be tailored to each community's circumstances, adopted by the participating Municipality, and incorporated into this Implementation Plan.
- H. The selected ESCO shall allow customers to opt-out and return to local utility service any time prior to the end of the third monthly billing cycle, after the enrollment, without an early termination fee. The CCA Administrator will ensure this provision is included in any Energy Services Agreement signed for the provision of supply service to the Aggregation Group.

B. Energy Services Agreement (ESA)

The CCA Administrator, on behalf of the Municipalities in the Aggregation Group, and the selected ESCO shall duly execute and enter into an Energy Services Agreement (ESA) to serve the Aggregation Group.

At least 120 days prior to the expiration of any ESA, the CCA Administrator shall, after consulting with the Aggregation Group, begin developing a new round of RFPs for the next contract period, making any necessary alterations of contract terms or expansions of the CCA Program to be covered by the subsequent ESA(s), and pursuing new or renewed ESAs to provide service upon the expiration of the current ESA.

The ESA shall include a commitment by the ESCO to refrain from contacting customers directly with solicitations or offers unrelated to that customer's CCA participation or contracted-for energy supply. ESCOs will not be permitted to sell customer contact information to third parties for commercial or advertising purposes. However, this provision will not preclude the ESCO from—and should, in fact, encourage ESCO participation in—outreach efforts by the CCA Administrator and Municipality to inform customers of new initiatives or offerings associated with the CCA, such as additional green energy options or upcoming CCA milestones.

C. Energy Services Company Requirements

The Energy Services Agreement shall require the ESCO to satisfy each of the following requirements:

1. Have sufficient sources of energy to provide retail firm energy to the Aggregation Group.
2. Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission.
3. Maintain licenses or certifications required by State of New York in order to operate as an energy services company.
4. Comply with the necessary local utility requirements to operate as an ESCO.
5. Maintain a Service Agreement for Network Integration Transmission Service under the Open Access Transmission Tariff.
6. Maintain the necessary corporate structure to sell retail firm energy to the Participants of the Aggregation Group.
7. Maintain an Electronic Data Interchange (EDI) computer network, or accepted standard, that is fully functional at all times and capable of handling the Participants in the Aggregation Group.
8. Maintain the marketing ability to reach all Participants of the Aggregation Group to educate them on the terms of the CCA Program.
9. Maintain a staffed call center capable of handling calls from the Participants of the Aggregation Group.
10. Maintain a local or toll-free telephone number for customer service and complaints related to each Municipality's CCA Program.
11. The ESCO serving Participants in Municipalities in the Aggregation Group will be required to disclose in the Energy Services Agreement any subcontractors that it uses in fulfillment of the services described above.
12. Agree in a binding written agreement with the CCA Administrator, on behalf of each Municipality, to hold each Municipality financially harmless from any and all financial obligations arising from supplying power to the Aggregation Group.
13. Satisfy the credit requirements of the Municipality.
14. Have the binding authority (to the satisfaction of legal counsel) to execute the Energy Services Agreement with the CCA Administrator, on behalf of each Municipality, and be fully bound by all of its terms and conditions.
15. Assist the CCA Administrator in filing all reports required by the Order, and any applicable NYSpsc law, rule or regulation, as may be amended from time to time.
16. Assist the CCA Administrator in developing and sustaining needed outreach and educational efforts.
17. Comply with all applicable laws and regulations of the State of New York and any applicable provisions of the local law which address CCA Programs and ESAs.

D. Activation of Service

After a notice is mailed to all Participants in each Municipality, providing an opportunity to opt-out of the CCA Program within 30 days, all eligible customers who do not opt-out in writing, or using another accepted opt-out method, will be automatically enrolled in the CCA Program. Customer enrollment with the ESCO will occur thereafter without further action by the customer on terms set forth in the Energy Services Agreement and according to the retail tariffs of the local utility.

E. Changes, Extension, Renewal, or Termination of Service

The Energy Services Agreement with the ESCO will specify when service shall begin and end. If the Energy Services Agreement is extended or renewed, Participants will be notified as to any change in rates or service conditions and other information required by law. The CCA Administrator will provide to the NYSPSC in a report its plans for negotiating any CCA extensions, or termination of a CCA program a minimum of 120 days before expiration of existing CCA program.

F. Opt-Out Procedures

Participants from each Municipality may opt-out of the CCA Program at any time during the opt-out period without penalty. Participants who opt-out of the Aggregation Group will not be switched from their current supplier or their applicable utility. As required by the Order, it shall be the duty of each Municipality, in cooperation with the CCA Administrator, to fully inform their eligible Participants in advance that they have the right to opt-out of the CCA Program.

G. Opt-In Procedures

Eligible participants in each Municipality may request to join the Aggregation Group after the expiration of any enrollment period by contacting the ESCO, who shall accept them into the CCA Program. The acceptance of larger commercial or industrial customers into the CCA on an opt-in basis will be determined for each Aggregation Group by the CCA Administrator based on added value to eligible CCA Program Participants. This will be subject to terms and conditions mutually agreed upon in the Energy Services Agreement. The agreed-upon terms and conditions shall be consistent with the local utility's supplier enrollment requirements. Participants in the Aggregation Group who move from one location to another within the jurisdictional limits of each Municipality shall continue as a Participant of the Aggregation Group, but may have to contact the ESCO to resume service once a new account has been established at the new address. If any termination fees exist, termination fees shall not be assessed to Participants who cancel their CCA service as a result of moving out of the premises or the municipality served.

H. New Accounts

ESCO shall facilitate the addition of new customer accounts to the CCA Program during the term of the Energy Services Agreement. Participants wishing to opt-in to the CCA Program

may contact the ESCO to obtain enrollment information. After the initial opt-out period is completed, CCA Administrator and the ESCO may establish protocols and procedures to hold additional opt-out processes for eligible new residential and small commercial accounts that were not mailed opt-out notices in earlier opt-out rounds within the term of the ongoing CCA Program. Any new eligible residential and small commercial accounts shall be able to enroll in the CCA Program under the same terms, conditions, and pricing as accounts that were initially enrolled during the first opt-out round. However, such newly enrolled accounts will only have the ability to participate in the ongoing CCA Program for the remaining length of the contract term of the Energy Services Agreement with the ESCO.

IV. REPORTING

The CCA Administrator will file an annual report with the Secretary by March 31 of each year, as required by NYSPSC rules. The annual report will cover the previous calendar year. The data in the annual report will include, but not be limited to:

1. Number of customers enrolled
2. Number of customers who cancelled their supply from the CCA Program, during the year
3. Number of complaints received by the CCA liaison
4. The rate paid for energy supply (commodity)
5. Value - added services provided during the year
6. Number of customers who opted-out in response to the initial opt-out letter(s)
7. Plans for soliciting a new CCA contract, negotiating an extension, or ending a CCA program -- if a CCA supply contract is scheduled to expire less than one year following the filing of the annual report

V. MISCELLANEOUS GOVERNANCE GUIDELINES

The Municipalities in the Aggregation Group shall approve, by resolution passed by majority vote and/or in conjunction with the adoption of a Local Law authorizing creation of a CCA, a community-specific version of Appendix B (Opt-Out Letter) and Appendix C (Education and Outreach Plan) to this Implementation Plan.[1] Once adopted, these community-specific Appendices shall be incorporated into the Implementation Plan and updated, where appropriate, to reflect local circumstances and needs.

Municipalities will [2]also be asked to review and, if applicable, suggest community-specific revisions to the DPP.

VI. LIABILITY

THE MUNICIPALITIES IN THE AGGREGATION GROUP SHALL NOT BE LIABLE TO PARTICIPANTS FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE CCA PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY EACH MUNICIPALITY. CUSTOMERS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE ESCO PURSUANT TO THE ENERGY

SERVICES AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS
THIRD-PARTY BENEFICIARIES. [LB3]

VII. INFORMATION AND COMPLAINT NUMBER

1. Copies of this Plan, the DPP, and any community-specific Appendices shall be available from each Municipality in the Aggregation Group free of charge [LB4] and/or posted on the Municipality's website.
2. Participants of the CCA Program may call the CCA Administrator at XXX-XXX-XXXX to request information or register complaints.

APPENDIX A: GEOGRAPHIC EXTENT OF NEW YORK ENERGY BUYING GROUP __

Buying groups are aggregations of eligible municipalities sharing the same utility territory and New York State Independent System Operator load zone.

This Appendix is meant to be a dynamic document, and will be updated periodically as the Municipalities seeking to form CCAs complete the process of enacting the Local Laws and approvals necessary to participate in this program.

APPENDIX B: SAMPLE OPT-OUT LETTER (ON MUNICIPALITY LETTERHEAD AND ENVELOPE)

Month xx, 2017

Dear Residential or Small Business Customer:

On April 21, 2016 the State of New York Public Service Commission authorized the establishment of Community Choice Aggregation (CCA) Programs. Community officials are happy to offer eligible residents and small businesses better pricing over local utility energy rates by banding together all eligible energy consumers. Aggregation, the combining of multiple energy consumers, now provides the benefits of retail energy competition for consumers with lower energy usage that have long been available to bigger consumers.

(NAME OF COMMUNITY) ran a transparent, competitive bid to select an ESCO to provide better energy options to residents and small businesses with energy service in the community. After researching competitive energy pricing options, we have chosen _____, to provide your energy services through (Month) 20__.

As an eligible Participant, your account will be transitioned to the CCA Program within 31 days, unless you opt-out by Month XX, 2017. There are no enrollment or switching fees and your new electricity rate will be **\$.0XXX and your natural gas rate will be \$.000XXX.**

No Rate Increase for Term of Contract

While local utility rates will continue to change, (SELECTED ESCO NAME)'s rates will provide price stability through (Month) 20__.

No Changes in Billing or Service Delivery

You will continue to receive one monthly bill from your local utility. Other than the price and the supplier, nothing regarding your energy service will change. Your utility will continue to deliver your energy service, restore energy in case of an outage, and to be responsible for maintaining the system that delivers energy to your home or business.

Enrollment Information

After your enrollment is finalized, (SELECTED ESCO NAME) will send you a letter confirming your enrollment and welcoming you to the CCA Program. Your local utility will also send you a letter confirming your enrollment with (SELECTED ESCO NAME) as your new energy supplier. As required by law, this letter will inform you of your option to rescind your enrollment with adequate notice prior to the scheduled switch.

How to Opt-Out

If you do not wish to participate in (NAME OF COMMUNITY)'s CCA Program, you must opt-out by Month XX, 2017. If you wish to opt-out, please return the enclosed postcard.

If you have any questions, please refer to the enclosed Frequently Asked Questions or contact (SELECTED ESCO NAME) toll-free at XXX-XXX-XXXX. Representatives are available 24 hours a day, 7 days a week.

Sincerely,

Mayor/Supervisor of (NAME OF COMMUNITY)

APPENDIX C: DETAILS OF _____ (MUNICIPALITY'S) EDUCATION AND OUTREACH PLAN

The goal of the CCA Education and Outreach Plan is to ensure all Participants in our Aggregation Group understand the CCA process and benefits of our CCA Program with specific focus on Participants' opportunity to opt-out of the CCA Program. The fundamental goal of CCA education and outreach is to enable Participants to make informed choices about their energy supply options. As such we propose to employ the following tactics, over a minimum of two months, to raise awareness and educate on CCA:

A minimum of one informational community meeting is required, additionally our community, with the support of MEGA, will deploy the following tactics:

Informational Community Meetings (REQUIRED-a minimum of one)

	Date/Time of Meeting	Meeting Location
Meeting One		
Meeting Two		

Printed Materials

Town Newsletters

	Due Date	Contact Name/E-mail
Article One		
Article Two		

Inserts in water or tax bills

	Due Date	Contact Name/E-mail
Insert One		

Web-based Education

Materials Posted on Municipal and/or Community Websites

	Website URL	Contact Name/E-mail
Site One		
Site Two		

Social Media (Facebook, Twitter etc.)

	Website URL	Contact Name/E-mail
Site One		
Site Two		

Press

Local Newspaper Articles/Press Releases

	Paper Name	Contact Name/E-mail
One		
Two		
Three		

We would like to explore the possibility of the following additional educational/outreach tactics:

- Information Videos**
- Radio Commercials**
- Local Cable TV**
- Local Radio Shows**
- Lawn Signs**
- Billboards**
- Door Hanger Advertising**
- Other** _____

Review of all materials will be the responsibility of our municipal CCA Liaison:

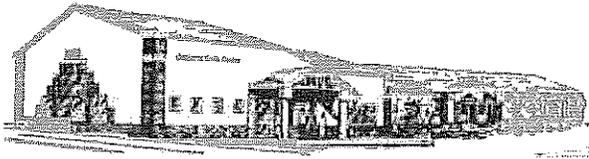
_____ (Name)

_____ (Title)

_____ (Office)

_____ (Phone Number)

_____ (E-mail)



CORTLAND YOUTH BUREAU

35 Port Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023 • www.cortland.org

TO: Mayor Brian Tobin
Members of the City Council
Mack Cook, Director of Administration and Finance
Lori Crompton, Finance Department

FROM: John McNerney, Youth Bureau Director

RE: CYB Donations

DATE: July 11th, 2016

I would like to ask the common council to accept and recognize the following donations. The donations should be appropriated to the Youth Bureau budget.

<i>Donation</i>	<i>Amount</i>	<i>Event/Project</i>	<i>Budget Line</i>
<i>McNeil Development Co.</i>	<i>\$100.00</i>	<i>Porch Fest</i>	<i>A-7550.5405</i>

The donation below should be appropriated to the following Trust Fund accounts.

<i>McNeil Development Co, LLC</i>	<i>\$2,000.00</i>	<i>Wickwire Pool</i>	<i>Wickwire Pool Trust Fund</i>
<i>Diane and Donald Chu</i>	<i>\$200.00</i>	<i>Wickwire Pool</i>	<i>Wickwire Pool Trust Fund</i>

Attached is a copy of the checks and supporting details on the donations for your records. Feel free to contact me with any questions at 753-3021 ext. 423





CORTLAND POLICE DEPARTMENT

2016 Police Vehicle Auction Proceeds



July 12, 2016

TO: Mack Cook, Director of Administration & Finance
FROM: Deputy Chief Paul A. Sandy
RE: Request for Proceeds from Police Vehicle Sale

POLICE VEHICLES:(A3120.206.00 account – Operational Equipment > \$5,000.00)

I am requesting the Common Council appropriate proceeds from the sale of one (1) retired marked police vehicle from the City of Cortland Police Department. The vehicle was a 2009 Chevrolet Tahoe (Car 21), which had 121,401 miles and was beginning to be the subject of numerous mechanical issues. The vehicle was sent to auction on June 30, 2016 and sold for \$6,00000. Once all necessary fees were deducted the vehicle netted a total of \$5,680.00. The vehicle was replaced by a 2016 4x4 Chevrolet Silverado Crew Cab truck. I am requesting the full \$5,680.00 be appropriated to the above noted account, which if appropriated will be directly applied toward the purchase of new police vehicles in 2016 & 2017.

\$5,680.00

Resolution # _____

**AUTHORIZED REPRESENTATIVE RESOLUTION FOR THE CITY OF CORTLAND
CLINTON AVENUE STREETScape STORMWATER GIGP PROJECT No. 1293**

WHEREAS, the City of Cortland is requesting funding from the State of New York for the above referenced project and is required to designate a representative for filing said applications and to comply with funding requirements;

NOW AND THEREFORE IT BE RESOLVED, that the Director of Administration and Finance for the City of Cortland is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City of Cortland's obligations under the GIGP Grant Agreement.

Whereupon, the Resolution was put to a vote, recorded as follows,

Ayes _____ Nays _____ Abstentions _____

SO APPROVED:

City of Cortland

Date: _____

mayorofc

From: Mack Cook
Sent: Friday, July 08, 2016 2:43 PM
To: mayorofc
Cc: Brian Tobin; ward1; ward2; ward3; ward4; ward5; ward6; ward7; ward8; lawdept
Subject: Agenda Item

The following resolution will be tender for consideration at Council's meeting of July 19th

Consideration of a Resolution to accept a grant in the amount of \$2 million dollars-no match- to fund the construction of the methane gas to electricity conversion component of the Waste Water Plant upgrade project awarded by NYSERDA under Project Opportunity Notice 2828 (PON) (Mack Cook)

See below for further information

Mack

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

From: Levy, Dana L (NYSERDA) [mailto:Dana.Levy@nyserda.ny.gov]
Sent: Friday, July 08, 2016 12:15 PM
To: Mack Cook <mcook@cortland.org>
Cc: Fiesinger, Tom W (NYSERDA) <Tom.Fiesinger@nyserda.ny.gov>; Hoyt, Stephen A (NYSERDA) <Stephen.Hoyt@nyserda.ny.gov>; Keane, Pete R (NYSERDA) <Pete.Keane@nyserda.ny.gov>; DeRocker, Abbey E (NYSERDA) <Abbey.DeRocker@nyserda.ny.gov>; Hanna, Liz (NYSERDA) <Liz.Hanna@nyserda.ny.gov>
Subject: NYSERDA's ADG-to-Electricity Incentive Program -- status of your application received earlier this year under PON 2828 -- City of Cortland

Mack Cook, City of Cortland: mcook@cortland.org

Congratulations -- NYSERDA accepts your application under PON 2828 and NYSERDA intends to now commence contracting action to award \$2 Million to your project.

As I previously notified you, earlier this year, NYSERDA received your application requesting funding under PON 2828. The final materials which made your application full-and-complete were received by NYSERDA after the point at which funds had become exhausted.

NYSERDA has just re-issued PON 2828, and your application was automatically re-directed into this newly-opened solicitation and placed in a queue based on the date when the final materials which made your application full-and-complete were received by NYSERDA.

This queue consists of ten (10) applications requesting in total approximately \$18 million of NYSERDA incentive funds.

The newly-opened PON 2828 has been allocated a budget of \$4 million.

Based on the position of your application in the queue, at this time NYSERDA has funds available for your project and NYSERDA will now commence contracting action to award \$2 Million to your project.

Thank you for your interest in pursuing an Anaerobic Digester Gas-to-Electricity project.

MEMO

TO: Mayor Brian Tobin and Common Council Members

FROM: Rich Cunningham

DATE: July 11, 2016

SUBJECT: CFA grant projects and resolutions

Funding requests through the New York State Consolidated Funding Application are due on July 29, 2016. We have been asked by the City to prepare applications for the projects detailed below:

Department of State Local Waterfront Revitalization Program (LWRP) - The City will be requesting \$500,000 towards the cost of constructing a pedestrian bridge over the Tioughnioga River, providing a safe connection from the East End to Yaman Park. The grant requires a 50% match, proposed to be provided from a Climate Smart Communities Grant, detailed below.

Environmental Protection Fund (EPF) - The City will be applying for up to \$500,000 to renovate the Wickwire Pool Bathhouse. A 25% local match is required. The total project cost is yet to be determined.

Community Development Block Grant/Infrastructure - The City will be requesting up to \$750,000 in funding toward the cost of replacing aged water mains along Clinton Avenue. No match is required unless project cost exceeds \$750,000. This application is contingent upon securing an 80% response rate to an income survey currently underway.

Community Development Block Grant/Microenterprise Program - The City will be applying for \$200,000 to continue its successful Microenterprise Program, which provides training and grants to assist new and expanding small businesses. No match is required.

Authorizing resolutions for each of these applications are attached. Please feel free to contact me if you have any questions or would like any additional information regarding these projects or programs. Mack Cook should be able to answer any questions you may have at the Council meeting, but please let me know if you would like me to attend.

Attachments

Resolution for LWRP for Pedestrian Bridge over the Tioughnioga River

WHEREAS, the City of Cortland intends to file an Local Waterfront Revitalization Program Grant application for funding consideration with the Department of State to fund a Pedestrian Bridge over the Tioughnioga River, at a site located along a railroad easement along River Street; and

WHEREAS, the program cost will not exceed \$1,000,000; and

WHEREAS, the program requires a 50% local match; and

WHEREAS, funds for the program will be requested from the Department of State in the form of a grant; therefore,

BE IT RESOLVED, that Brian Tobin, as Mayor of the City of Cortland, is hereby authorized and directed to file an application for funds from the New York State Department of State for Local Waterfront Revitalization Program in an amount not to exceed \$500,000, and upon approval of said request to enter into and execute a project agreement with the State for financial assistance to the City of Cortland for such financial assistance, and, if appropriate, take actions necessary to implement the proposed project upon approval from the State.

Resolution for EPF Grant for Wickwire Poolhouse

WHEREAS, the City of Cortland intends to file an Environmental Protection Fund application for funding consideration with the New York State Office of Parks, Recreation, and Historic Preservation to fund renovations of the Wickwire Park Poolhouse; and

WHEREAS, the program requires a minimum local match of 25%; therefore

BE IT RESOLVED, That Brian Tobin, as Mayor of the City of Cortland, is hereby authorized and directed to file an application for funds from the New York State Office of Parks, Recreation and Historic Preservation in accordance with the provisions of Title 9 of the Environmental Protection Act of 1993, in an amount not to exceed \$500,000, and upon approval of said request to enter into and execute a project agreement with the State for financial assistance to the City of Cortland for the Wickwire Pool House and, if appropriate, a conservation easement/preservation covenant to the deed of the assisted property.

Resolution for CDBG Infrastructure Project

WHEREAS, the City of Cortland intends to file an Community Development Block Grant application for funding consideration with the Office of Community Renewal to fund a public facilities project to replace water lines on Clinton Avenue, and

WHEREAS, of the cost, \$750,000 will be requested from the Office of Community Renewal in the form of a grant, and

WHEREAS, The City is committed to providing all necessary additional funds to undertake the project, therefore

BE IT RESOLVED, that Brian Tobin, as Mayor of the City of Cortland, is hereby authorized and directed to file an application for funds from the New York State Office of Community Renewal in an amount not to exceed \$750,000, and upon approval of said request to enter into and execute a project agreement with the State for financial assistance to the City of Cortland for the Clinton Avenue Water Line Replacement Project and, if appropriate, take actions necessary to implement the proposed project upon approval from the State.

Resolution for CDBG Microenterprise Program

WHEREAS, the City of Cortland intends to file an Community Development Block Grant application for funding consideration with the Office of Community Renewal to fund a Microenterprise Program; and

WHEREAS, the program cost is estimated at \$200,000; and

WHEREAS, funds for the program will be requested from the Office of Community Renewal in the form of a grant; therefore,

BE IT RESOLVED, that Brian Tobin, as Mayor of the City of Cortland, is hereby authorized and directed to file an application for funds from the New York State Office of Community Renewal in an amount not to exceed \$200,000, and upon approval of said request to enter into and execute a project agreement with the State for financial assistance to the City of Cortland for the Microenterprise Program, and, if appropriate, take actions necessary to implement the proposed project upon approval from the State.

Resolution to Adopt the New York State Climate Smart Communities Pledge

WHEREAS, the City of Cortland (hereinafter "local government") believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that City of Cortland in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following ten elements:

1. Pledge to be a Climate Smart Community.
2. Set goals, inventory emissions, plan for climate action.
3. Decrease community energy use.
4. Increase community use of renewable energy.
5. Realize benefits of recycling and other climate-smart solid waste management practices.
6. Reduce greenhouse gas emissions through use of climate-smart land-use tools.
7. Enhance community resilience and prepare for the effects of climate change.
8. Support development of a green innovation economy.
9. Inform and inspire the public.
10. Commit to an evolving process of climate action.

Adopted this 19th day of July, 2016

Mayor Brian Tobin

CITY OF CORTLAND VERMICOMPOSTING BUSINESS PLAN

July 12, 2016

**Prepared by: Larsen Engineers
and Organix Green Industries**

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- B. THE VERMICOMPOSTING PROCESS**
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- A. PROJECT COMPONENTS**
- B. START-UP WORKPLAN – TIMELINE**

PART III: THREE YEAR STATEMENT OF ANNUAL REVENUE, OPERATING EXPENSES AND REQUIRED START-UP CAPITAL

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- B. Cortland Vermicomposting Facility Site Map**
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PART 1: BACKGROUND

A. THE CENTRAL NEW YORK CHALLENGE

The Problem

The City of Cortland, Town of Virgil, Village of Marathon and potentially the municipalities of Dryden, Groton, and Ithaca seek a shared sustainable solution to wastewater treatment plant sludge disposal. For over 25 years the six municipalities have individually engaged in the financially and environmentally costly practice of transporting and landfilling sludge.

Cortland, Virgil and Marathon transport and landfill a total of over 3,200 tons of wet sludge annually. Village of Marathon (transports sludge 31 miles), Town of Virgil (transports sludge 21 miles), City of Cortland (transports sludge 10 miles) to either the Ithaca wastewater treatment plant or Cortland County landfill. The disturbing result is a total of 37,942 truck miles annually and 174.1 metric tons of greenhouse gas (GHG) emissions annually. It costs the City of Cortland over \$11,000.00 in fuel costs to transport approximately 2673 wet tons of sludge annually

Additionally the above municipalities are in need of end users and markets for lawn and yard debris, meanwhile SUNY Cortland, Cortland Community College and supermarkets are searching for sustainable solutions to food waste disposal.

The Solution

In June 2014 Cortland, Virgil, and Marathon agreed that the vermicomposting of their wastewater treatment plant (WWTP) would result in significant cost savings to taxpayers while producing marketable soil and liquid soil additives and creating new job opportunities for unemployed veterans.

As evidence of their commitment, in July 2015 the municipalities submitted a joint application through the Central New Regional Economic Development Council CFA process to the New York State Energy Research and Development Authority (NYSERDA) for a Cleaner Greener Category 3 Grant to assist in funding the permitting, design, construction and start-up operation of a Centralized Vermicomposting Facility in Cortland New York. While the application received the maximum of 10 points from the Regional Council, it was not supported by NYSERDA.

In July 2015, the municipalities submitted a joint application to the New York Department of State for a Shared Services grant. Again, the innovative, sustainable approach to sludge management received the maximum of 10 points from the Central New Regional Economic Development Council, but was not supported at the state level.

B. THE VERMICOMPOSTING PROCESS

The Vermicomposting process is a low technology, natural bio-conversion process which is currently used to convert organics such as food waste, lawn and yard and agricultural waste such as manure into a marketable soil amendment. The biological curing process is facilitated by mixing these waste products with earthworms, which feed on the organic matter as well as the associated microbial and fungal life which produce beneficially active excretions (the excretions are also called castings). These castings also provide nutrients in a form that is available to plants, and enrich soil with the organic matter while helping retain water and nutrients. The castings are also used in gardening as a repellent for pests and diseases. Leachate naturally produced during the vermicomposting process is also a marketable product, sprayed on lawns, athletic fields and gardens.

Important factors in the vermicomposting process include feedstock mixture, moisture, residency time, and harvesting. The mixture requires a balance of carbon and nitrogen rich material which create a habitable outdoor or indoor environment for the worms. The worms are mixed with bulking material such as recycled newsprint and yard waste, which is mixed with a nitrogen rich food waste agent. The worms require a moisture level at which they will neither desiccate nor drown. Waste processing time, six to eight months, depends on the activity of the worms and related environmental conditions. The vermicomposting process has been proven to work through a pilot project/study in Central NY using WWTP sludge. The process does not produce odors.

C. SUCCESSFUL OPERATIONS

Utilization of worms in the aerobic digestion is not new. Australia has a long history of utilizing vermicomposting to reuse WWTP sludge; most notable are locations where this is being done in Redlands and Queensland, Australia.

In the United States the Mansfield, Pennsylvania WWTP conducted a successful pilot sludge vermicomposting operation at the plant. Other small sludge pilots have been done in Pueblo, Colorado and Dade County, Florida.

The indoor Worm Power Inc. facility located in Avon, NY has been successfully vermicomposting dairy farm manure since 2005 and achieves a profit on the marketable end product soil additive.

Small pilot food waste vermicomposting projects have been successfully completed in New York City.

A large scale pilot sludge vermicomposting project was successfully completed at the Organix Green Industries Vermicomposting Facility in Seneca Castle, Ontario County, New York in 2012.

Organix Green Industries has been operating a New York State permitted full scale lawn and yard debris and food composting facility since January 2005. It has a proven track record of vermicomposting and marketing manufactured end products.

In November 2011, Organix Green Industries, with assistance of Larsen Engineers of Rochester, NY procured a NYSDEC Part 360 Research and Demonstration permit to operate a **pilot City of Auburn WWTP Vermicomposting Project at Organix Green Industries Facility.**

In January and February 2012, 60 tons of dewatered sludge was transported from the City of Auburn WWTP by New England Organics to the Organix Green Facility. The sludge was tipped onto a 75 x 40 ft. concrete tipping pad.

Various portions of sludge, lawn and yard debris and shredded recycled newsprint were mixed in a bucket attached to a Kubota tractor and placed in seven concrete trenches 100 ft. long, 4 ft. wide and 2.5 ft. deep. Each trench contained approximately 12 tons of material including 2 tons of worms and 10 tons of a mix of sludge with different portions of the yard debris and newsprint.

Each trench was monitored at least bi-weekly between January and July 15, 2012 to assess temperature, moisture and decomposition. On July 16, 2012 samples from each of the seven trenches were placed in seven separate indoor curing piles for a period of 21 days. In mid-August 2012 screened grab samples from three different curing piles were then sent to Woods End Laboratory in Maine for certified testing of pathogens, metals and nutrients.

The successful pilot project resulted in the following five key findings:

1. The samples met US EPA and NYS Department of Health and DEC pathogen, metal and nutrient guidelines for application as Class B soil additive.
2. The finished material consisted of an average 40 percent moisture content and no odor.
3. The mixture of sludge with shredded newsprint resulted in a quicker and more efficient decomposition and curing process than the mixture of sludge, lawn and yard debris. There is approximately a 30-60 day reduction in decomposition in the trenches which contained between 40 percent and 50 percent mixes of shredded newsprint.
4. The average trench detention time is estimated at six months with an additional indoor curing period of 15-21 days.
5. The vermicomposting process produced no significant odor on or off site. Photographs of the harvested trenches and finished product are shown in Exhibit A.

PART II: THE PROPOSED CITY OF CORTLAND CENTRAL NEW YORK VERMICOMPOSTING FACILITY

A. PROJECT COMPONENTS

Location and Site Plan: The Facility will be constructed on 19 acres of vacant industrial land on Saunders between Page Green Road and Pendleton Rd, owned by the City of Cortland, but located in the Town of Cortlandville. The proposed facility site plan is provided in the attached Exhibit B.

Permitting: Larsen Engineers LLC will prepare a NY State DEC Part 360 permit application for the construction and operation of the Central NY Regional Vermicomposting Facility, including the required Operations Manual. Larsen successfully secured a Part 360 permit for the operation of the pilot vermicomposting facility utilizing City of Auburn WWTP sludge in 2012.

Construction, Operation, and Maintenance: The City of Cortland will contract with Organix Green Industries to oversee construction and a 5 day a week operation of the Regional Composting Facility. Organix will be responsible for hiring and training employees, overseeing the harvesting of the vermicomposting trenches so they are in compliance with NYSDEC regulations and guidelines, performing solid and liquid composted product material testing, and communicating with the City of Cortland, Village of Marathon, and Town of Virgil.

Larsen Engineers will provide ongoing professional technical assistance and guidance to the host City of Cortland and Organix Green Industries in the area of trench quality control, required reporting to NYSDEC, lab testing and certification of the composted products as a EPA and NY State Class B soil additive, and will target markets for the sale of the final product.

Organix Green Industries and Larsen Engineers will work with the City of Cortland to identify new municipal partners such as Dryden, Homer, and Ithaca for an expanded Phase 2 in 2018-2019.

Product Marketing: Organix Green Industries will enter into negotiated agreements with both participating municipalities to provide a portion of the solid and liquid composted product at a discounted market rate. Municipal uses may include landscaping. Organix will also enter into an agreement with Larsen Engineers for specific composting product marketing assignments and profit sharing. Product markets include but are not limited agriculture, erosion control, rain gardens, storm water management, site development, landfill cover, landscaping, maintenance of parks and athletic fields.

B. START-UP WORKPLAN – TIMELINE

Task 1: July 2016: Prepare City of Cortland CFA NYSDEC Climate Smart Communities Pilot Food Waste \$200,000 Grant Application.

Task 2: July-September 2016: Secure NY State Economic Development and/or Cortland County Industrial Development Funding for startup capital and consulting costs.

Task 3: October 2016: Negotiate guaranteed annual sludge tipping agreements with participating municipalities using tip or pay formula.

Task 4: November 2016- February 2017: Prepare NYSDEC Part 360 Operating Permit for Central NY Regional Vermicomposting Facility.

Task 5: March 2017: Clear Saunders road site, including prep for trench construction. Prepare bids for trench construction.

Task 6: April- May 2017: 32 WWTP Sludge Vermicomposting trenches, including four pilot food waste composting trenches.

Task 7: May 2017- Construct Material Curing, Screening, Storage Pole Barn.

Task 8: June 2017- Begin Accepting and Vermicomposting City of Cortland WWTP Sludge.

Task 9: July 2017- Begin Accepting and Vermicomposting Marathon, Virgil WWTP Sludge.

Task 10: July 2017- Accept and vermicompost source separated food waste from designated educational institutions and business.

Task 11: January 2018: Complete first cycle of trench harvesting, place vermicomposted solids in curing piles, screen and submit samples to Woods End Laboratory for testing and certification as Class B Soil Additive.

Task 12: February 2018: Begin Test Product Marketing.

Part III. Central NY Vermicompost Facility Budget Pro Forma			
	Year 1	Year 2	Year 3
REVENUES			
Guaranteed Sludge Tipping Fees Per Long Term Contracts			
266 tons month x \$49,000.00= \$13,034 x12=	\$156,408.00	\$156,408.00	\$195,608.00
		Note: Projected reduced tipping fees from year 4 to 15.	
Sale of Solid Soil Amendment \$30.00 ton x 80		\$2,400.00	\$2,400.00
Sale of Green Tea Soil Amendment \$2.00 gallon x 2500		\$5,000.00	\$5,000.00
Total Revenue	\$156,408.00	\$163,808.00	\$203,008.00
Operating Expenses			
Organix Green Industries P & I Payments on 4% loan 15 years \$5,917.20 x 12	\$71,000.00	\$71,000.00	\$71,000.00
Facility Manager (25 hrs. wk x \$20.00 hr.)	\$26,000.00	\$26,000.00	\$32,032.00
Organix Green Industries Consulting	\$7,500.00	\$7,500.00	\$15,000.00
Larsen Engineers Consulting Engineering, DEC reporting etc.	\$15,000.00	\$15,000.00	\$15,000.00
Leased Shaker or Trommel Screen	\$7,000.00	\$7,000.00	\$12,000.00
Equipment Fuel	\$24,000.00	\$24,000.00	\$26,000.00
Monitoring Equipment, Lawn Mowers,etc	\$3,000.00		\$16,000.00
Woods End Lab Analysis/Beneficial Use Testing	\$3,000.00	\$6,000.00	\$8,000.00
Total Operational Costs	\$152,500.00	\$156,500.00	\$195,032.00
Total Net Revenue	\$3,908.00	\$7,308.00	\$7,976.00

Capital One Time Costs To be Financed Via Loan & Grant		\$15,908.00	\$14,908.00	
32 Harvesting Trenches				
28 trenches x \$25,000.00 trench loan financed		&700,000.00		
				Note: Cortland to provide labor for trench site preparation
4 Trenches x \$25,000 trench via DEC Climate Smart Grant		\$100,000.00	DEC Grant	
1500 square ft pole barn		\$20,000.00		
Green Tea (leachate solar warming recirculation system		\$10,000.00		
Single Axel Used Truck with pump		&12,000.00		
Used Mule or small trailer		\$10,000.00		
Innoculant per trench 2000.00 x 32		\$64,000.00		\$8000.00 DEC Grant
Mixer		\$6,000.00		
				Note: \$20,000.00 in DEC Permit for pilot food waste
Engineering and NYSDEC Permit/Larsen Engineers		\$35,000.00		
Organix Green Industries Consulting/Training		\$10,000.00		
Total Startup capital		\$967,000.00		
\$ Financed Via 4% Loan-15 years		\$823,000.00		
Financed Via DEC Grant		\$144,000.00		

**Exhibit A. Photos of 2012 City of Auburn WWTP Sludge Pilot
Vermicomposting Project**

EXHIBIT A: Photographs of Material Processing and Trenches



EXHIBIT A: Photographs of Material Processing and Trenches



EXHIBIT A: *Photographs of Material Processing and Trenches*

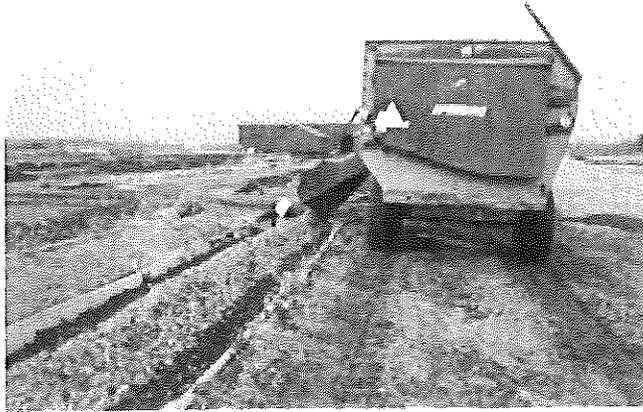
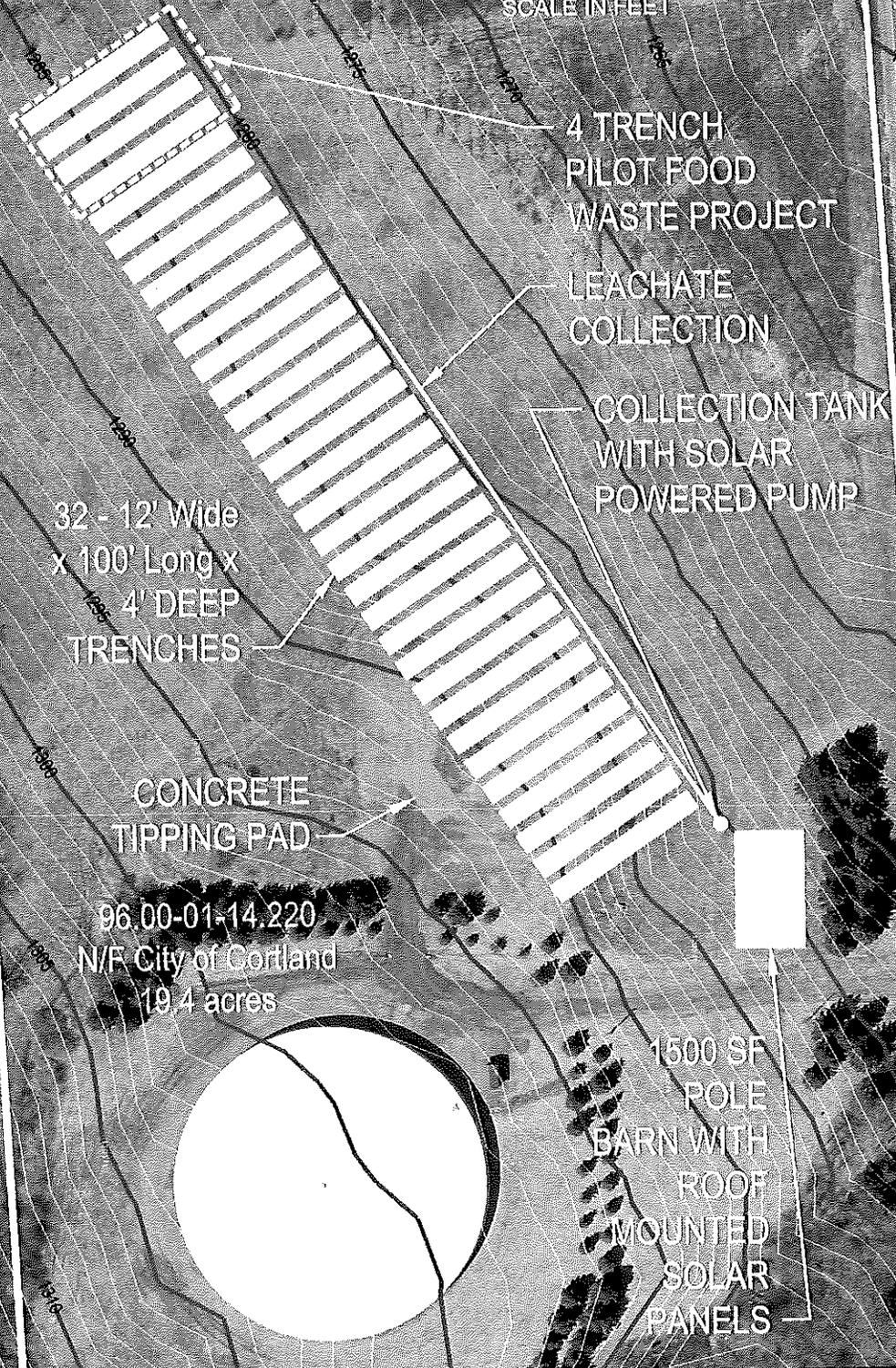
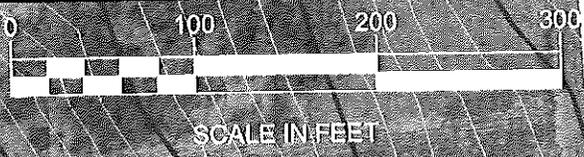
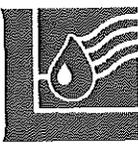


Exhibit B. Cortland Vermicomposting Facility Map
• **Aerial Map of Locations of Involved Municipalities**

Plot Date: Jun 30, 2016

Cadd File: M:\GRANT INFO and APPLICATIONS\CFA\2015 Round 5\Cortland\CAD\Cortland Vermicomposting 2015.dwg



<p>PROJECT NAME: CFA ROUND 5 CITY OF CORTLAND VERMICOMPOSTING</p>	 <p>LARSEN ENGINEERS</p> <p>700 WEST METRO PARK, ROCHESTER, NEW YORK 14823-2878 (585)272-7310 FAX (585)272-0158 www.larsen-engineers.com</p>	<p>PROJECT ENGINEER: S.R.S.</p>	<p>CHECKED BY: B.B.</p>
<p>TITLE: PROJECT LOCATION</p>		<p>SCALE: 1"=100'</p>	<p>PROJECT NUMBER:</p>
		<p>DATE: JUNE 30, 2016</p>	<p>LAT: 42 34 56 N LONG: -76 10 23 W</p>

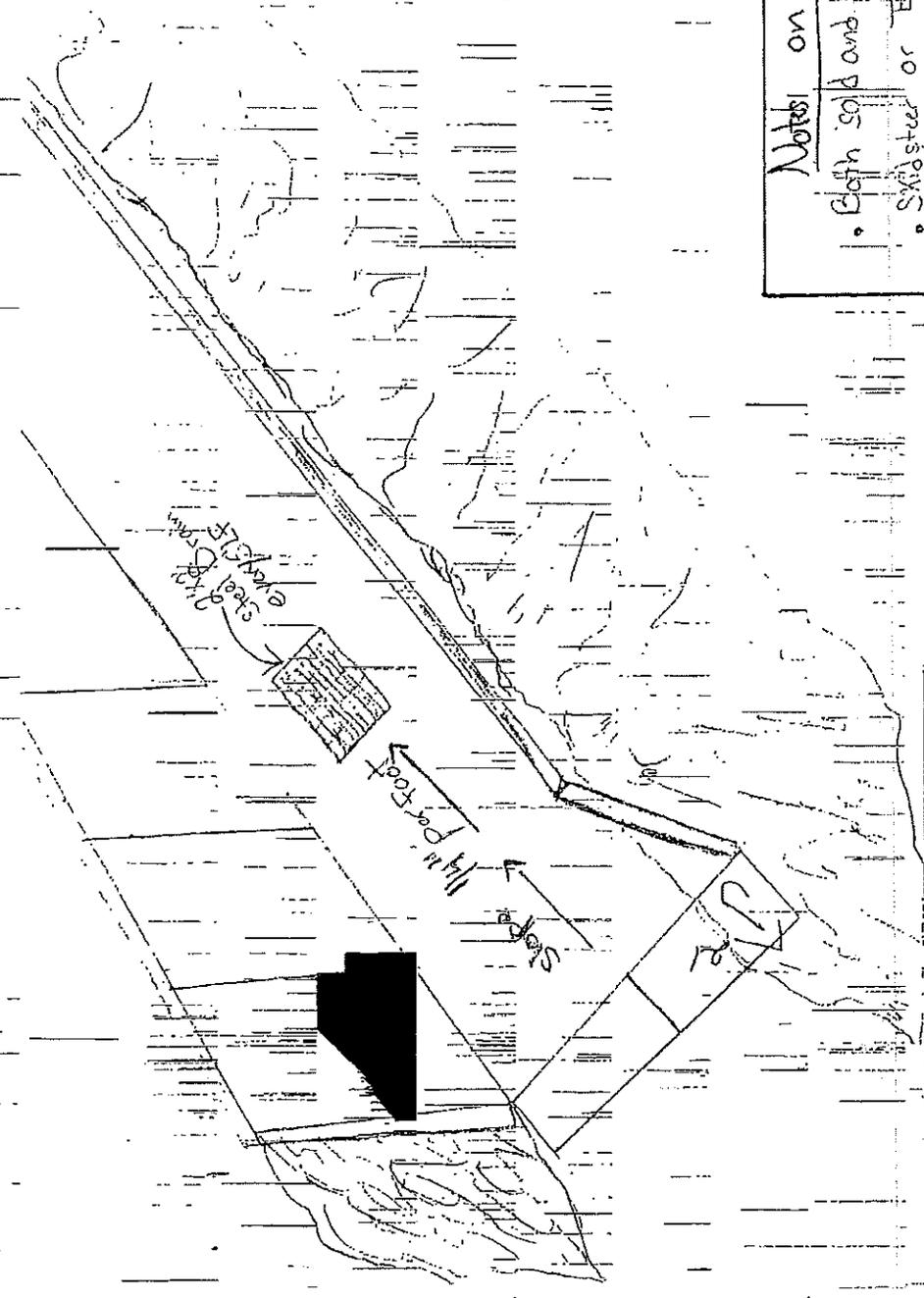


Note:
The Villages of Dryden and Groton may join-in on shared service vermicomposting waste treatment in the future

<p>PROJECT NAME: CFA ROUND 5 CITY OF CORTLAND VERMICOMPOSTING</p>	 <p>LARSEN ENGINEERS 700 WEST METRO PARK, ROCHESTER, NEW YORK 14623-2678 (585)272-7310 FAX (585)272-0158 www.larsen-engineers.com</p>	<p>PROJECT ENGINEER: S.R.S.</p>	<p>CHECKED BY: B.B.</p>
<p>TITLE: PROJECT LOCATION</p>		<p>SCALE: 1"=200'</p>	<p>PROJECT NUMBER: _____</p>
		<p>DATE: JULY 22, 2015</p>	<p>LAT: 42 34 56 N LONG: -76 10 23 W</p>

Exhibit C. Trench Construction Detail

Sustainably Decompose
Tranches.



Notes on Decomp System

- Both solid and liquid can be harvested
- Silos or Excavator can harvest
- Trach will produce ~~60 TON~~
- Trach is sustainable and will only need 1000 lbs of fuel a year
- Liquid system is self pumping OPTIONAL
- Trach will produce ~~60 TON~~

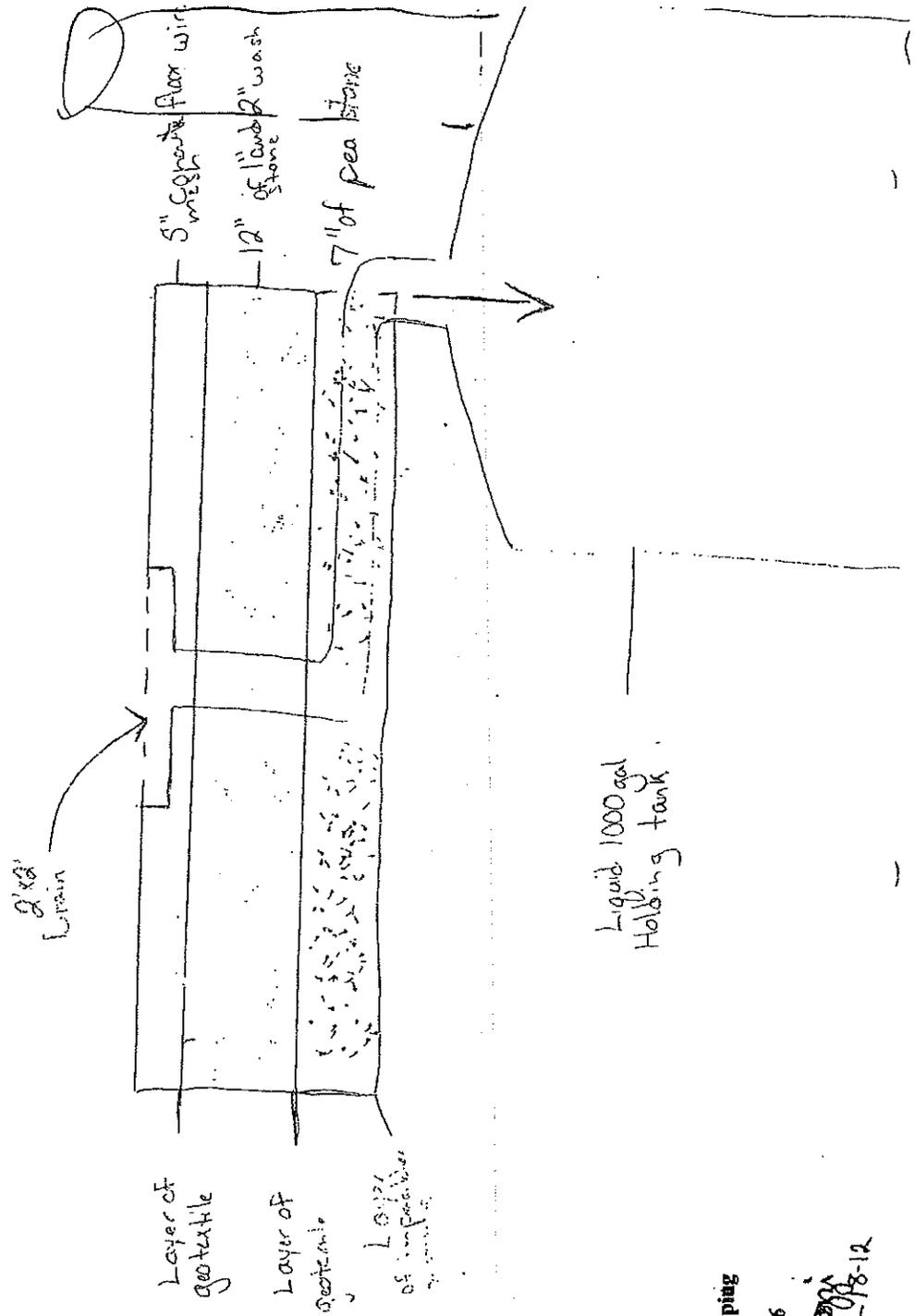
Finger Lakes Landscaping
29 Carver Rd.
Geneva, NY 14456

Uses 10090
OPTIONAL

Notes

- Depth of trench 4' ~~12'~~
- Width of trench 100'
- Length of trench 100'
- Floor is made of concrete

Cut Section of What is Below trench



Finger Lakes Landscaping
29 Carter Rd.
Geneva, N.Y. 14456

James P. [Signature]
1-178-12

Resolution to Hire Consultant to Complete Brownfield Opportunity Area Step 2 Nomination Study for the “Southeast Cortland Redevelopment Strategy”

WHEREAS, the City of Cortland received a grant from the NYS Department of State in the amount of \$359,500 for the purpose of completing a Step 2 Nomination Study for the Brownfield Opportunity Area (BOA) Program; and

WHEREAS, the BOA program requires a minimum 10% local match; and

WHEREAS, the project will focus on the southern and eastern areas of the City known as the “Southeast Cortland Redevelopment Strategy Area”, and

WHEREAS, the project will create redevelopment strategies for vacant, abandoned, or underutilized industrial sites, and revitalization strategies for neighborhoods impacted by such sites; and

WHEREAS, the City of Cortland has received a proposal from Thoma Development Consultants and C&S Companies to undertake the BOA Step 2 Nomination Study, and,

WHEREAS, both Thoma Development Consultants and C&S Engineers are qualified to undertake this work, have experience working in, and knowledge of, the neighborhood, and have proposed a cost and work scope in conformance with the grant contract; Therefore,

BE IT RESOLVED, that Brian Tobin, as Mayor of the City of Cortland, is hereby authorized and directed to execute a contract with Thoma Development Consultants/C&S Companies to develop the BOA Step 2 Nomination Study for the Southeast Cortland Redevelopment Strategy in an amount not to exceed \$399,500, contingent upon approval of the contract by the NYS Department of State.

Adopted this 19th Day of July

Mayor Brian Tobin

Unprecedented \$300M EPF Establishes New \$22 Million Climate Change Mitigation and Adaptation Category to Support Community Resilience

WYSIWYG

Governor Andrew M. Cuomo today announced \$11 million in Climate Smart Community grants is available for municipalities to become more resilient to the effects of climate change, including sea level rise and extreme weather. The announcement is part of New York's Earth Week celebration, which Governor Cuomo proclaimed from April 17-23 to highlight the state's commitment to protecting the environment, implementing clean energy initiatives and preparing for the effects of climate change.

"New York has a long history as a national leader in protecting the environment and promoting clean energy use," **Governor Cuomo said.** "With this funding, we are continuing to take a proactive role in creating greener and more resilient communities while growing our economy and improving the quality of life statewide."

Acting Department of Environmental Conservation Commissioner Basil Seggos made the announcement today at an event with local officials at the City of Schenectady City Hall.

"Through the unprecedented expansion of the Environmental Protection Fund, local governments and State agencies will be able to accelerate action to combat climate change," **said Acting Commissioner Seggos.** "Climate Smart Community grants empower local governments to become more resilient and adapt to the potentially devastating effects of climate change."

Climate Smart Community Implementation grants will support mitigation and adaptation projects and range from \$100,000 to \$2 million. Eligible mitigation projects include efforts to mitigate or lessen the effects of climate change by reducing community greenhouse gas emissions through waste management and transportation improvements. Eligible adaptation projects include actions that enable a community to adapt or become more resilient to the impacts of climate change, including the relocation or retrofit of climate-vulnerable facilities, restoration of riparian buffers and tidal wetlands, construction of natural resiliency measures and other projects that reduce flood risk.

Competitive grants will also provide support for local governments to become certified Climate Smart Communities by funding activities such as right-sizing of fleets and climate change adaptation planning. Climate Smart Community Certification grants will range from \$25,000 to \$100,000. Municipalities can apply for both grants beginning in early May through the Consolidated Funding Application (<https://apps.cio.ny.gov/apps/cfa>).

More than 170 communities, representing 6.6 million New Yorkers in every region of the state, have committed to acting on climate through New York State's Climate Smart

Communities program. With the support of State agencies, these forward thinking communities are assessing their climate vulnerabilities, making plans to protect and improve the health, safety and economic wellbeing of their residents, reducing their carbon footprints, securing direct cost savings, and increasing economic activity. Aligning EPF spending with the Climate Smart Communities program will expand the network of engaged communities and provide new opportunities for communities to invest in their future and share what they learn.

New York State agencies are leading by example to protect the assets and enhance their ability to continue to conduct their critical missions in the face of a changing climate by conducting vulnerability assessments starting this year. Last year, to further reduce the harms from climate change, Governor Cuomo also signed the Under 2 MOU, committing the State to reduce greenhouse gas emissions from all sectors and to do our part to keep global temperature rise below two degrees Celsius. New York's State Energy Plan adopts an interim greenhouse gas emission reduction target of 40 percent by 2030 and identifies the actions that will achieve that goal.

Senator Tom O'Mara, Chair of the Senate Environmental Conservation

Committee, said, "These are important investments that will benefit local municipalities, farms, state agencies, and concerned citizens seeking to take actions to enhance the quality of our environment and, at the same time, expand economic opportunities and improve the overall well-being of local citizens and families."

The 2016-17 State Budget includes appropriations of \$300 million for the EPF, the highest level of funding in the program's history and an increase of \$123 million from FY 2015-16. The increase will provide record funding for stewardship, agriculture programs, invasive species prevention and eradication, water quality improvement, municipal recycling and an aggressive environmental justice agenda. Further, this funding level will establish new programs to help communities adapt to climate change through resiliency planning and capital projects, and to reduce greenhouse gas emissions outside of the power sector.

Funding through the EPF's new \$22 million Climate Change Mitigation and Adaptation category to support New York's comprehensive climate strategies also includes:

- **Municipal Clean Vehicle Rebate Program (\$3 million)** Later this year, funding will be available to municipalities for clean vehicle projects, including rebates for purchases of clean vehicles of up to \$5000 per vehicle and for public charging or fueling infrastructure, up to \$250,000 per facility. Eligible clean vehicles will include plug-in hybrids, battery and hydrogen fuel cell vehicles.

- **Climate Resilient Farms Program (\$2.5 million)** This competitive grant program, administered by the Soil and Water Conservation Committee in conjunction with the Department of Agriculture and Markets, helps New York's agricultural community reduce greenhouse gas emissions, sequester carbon in soils, and build resiliency by preventing the damage caused by severe precipitation and drought events.

- **State Vulnerability Assessments (\$2.5 million)** State agencies will identify and assess climate change-related vulnerabilities to their assets and services. This will enable New York State government to continue to lead by example and protect New Yorkers and our environment. The Department of Environmental Conservation has developed a vulnerability assessment approach and will coordinate and support the work of individual agencies.

- **Smart Growth State Assistance Payments (\$2 million)** Funding will continue for this Department of State program that provides support, on a competitive basis, for counties, cities, towns or villages to establish, update or implement comprehensive plans. Smart growth saves money and makes our communities healthier and more attractive places to live, work and conduct business.

- **Greenhouse Gas Emissions Beyond the Power System (\$1 million)** Governor Cuomo's ambitious policies to transform the electricity system, including the Regional Greenhouse Gas Initiative, the Reforming the Energy Vision initiative, NY Green Bank, NY Sun, Clean Energy Fund, and Clean Energy Standard, are already making significant progress in reducing greenhouse gas emissions in the power sector. DEC will explore opportunities to reduce all other emission sources identified in the 2015 State Energy Plan, which called for a 40-percent reduction in emissions by 2030 and an 80-percent reduction by 2050.

For more information on climate change and steps New York is taking to tackle climate change, visit DEC's website at <http://www.dec.ny.gov/energy/44992.html>

Consultant Agreement

for

Main Street Two-Way Conversion Study

Between

City of Cortland



And



July 11, 2016

Architectural/Engineering Consultant Contract

Sponsor Contract No. _____

Agreement made this ____ day of _____, 2016 by and between

City of Cortland

(municipal corporation)

having its principal office at **25 Court Street**

Cortland, New York 13045, (to be known throughout this document as the "Sponsor")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 135 Calkins Road, Rochester, NY 14623 (to be known throughout this document as the "Consultant")

WITNESSETH:

WHEREAS, in connection with a municipal project funded by the **City of Cortland** identified for the purposes of this contract as the **Main Street Two-Way Conversion Study** (as described in detail in Attachment A annexed hereto, the "Project"), the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with the Municipality's consultant selection procedures, the City has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **Mayor** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Goals;

Attachment "B" – Scope of Work, Hours, Staffing Rates, and Expenses.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

Architectural/Engineering Consultant Contract

- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Final payment shall be in accordance with the final payment procedure in Article 6.

- 3.1 The City will compensate the CONSULTANT for the work specified in Attachment B as follows:
- A. For all work and services described in the Scope of Services, the lump sum fee shall be **\$74,627.00 (Seventy Four Thousand Six Hundred Twenty Seven Dollars)**.
 - B. This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.
 - C. Payment to CONSULTANT for services specified in Attachment B will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. FINAL PAYMENT

- 5.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.
- 5.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 6. EXTRA WORK

- 6.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Statement of Work Completed included on each invoice.
- 6.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials.

Architectural/Engineering Consultant Contract

6.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 7. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 8. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 9. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 10. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

Architectural/Engineering Consultant Contract

ARTICLE 11. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 6 of this Contract.

ARTICLE 12. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 13. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 14. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 15. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited

Architectural/Engineering Consultant Contract

to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 16. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 17. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Municipality.

ARTICLE 18. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 19. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20. PROMPT PAYMENT

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment for all public works contract. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Architectural/Engineering Consultant Contract

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 23. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT shall not discriminate against any employee, applicant for employment because of any race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as

Architectural/Engineering Consultant Contract

well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 24. CERTIFICATION REQUIRED BY 40 CFR 111506.58

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 25. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation which is fully responsive to the invitation to submit a quote/bid.

ARTICLE 26. WAGE AND HOURS PROVISIONS

If this is a public works contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 27. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 28. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by

Architectural/Engineering Consultant Contract

the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 29. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

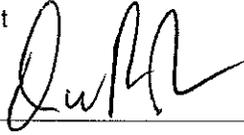
Architectural/Engineering Consultant Contract

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: 
Date: _____	Date: <u>7-12-16</u>

MUNICIPALITY:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2016 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

CONSULTANT:

STATE OF NEW YORK

ss:

COUNTY OF Monroe

On this 12 day of July, 2016 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the Pittsford, New York; that he/she is the Project Manager of the Fisher Associates, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.



Notary Public, Ontario County, N.Y.

PATRICIA A. STELL
Notary Public, State of New York
Ontario County
No. 01ST4648438
Commission Expires 4/30/19

Attachment A

Main Street Two-Way Conversion Study

City of Cortland



Attachment A

PROJECT DESCRIPTION AND GOALS

PROJECT DESCRIPTION:

Main Street and Central Avenue were converted to one-way traffic in the 1960s in order to reduce traffic congestion in the bustling downtown core as well as to compete with "free parking" in lots connected to new strip shopping plazas. Although these one-way street patterns efficiently served high traffic volumes for decades, their desirability has waned as the downtown area has evolved. Meanwhile, a two-way conversion trend has taken hold nationally as more cities seek to slow speeds, improve walkability and bike-ability, revitalize downtown commerce and generally enhance local quality of life.

The two-lane one-way Main Street and the one-lane Central Avenue dominate the Downtown Business Core and are host to aggressive, high speed traffic that is considered inhospitable to bicyclists and pedestrians. In the absence of a predictable grid street pattern, the one-way streets also make it challenging to direct visitors to destinations in the neighborhood thereby hampering business development and retail viability.

Accordingly, this study will examine the feasibility of converting Main Street to two-way traffic. Key considerations are expected to include impacts to: traffic congestion, safety, parking, bicyclists, pedestrians, transit, and service provision.

PROJECT GOAL

The goal of this Study is to determine the feasibility of converting Main Street between Clinton Avenue and Port Watson to two-way traffic to improve accessibility, commercial activity and walkability.

Attachment B

Scope, Hours, Rates

Main Street Two-Way Conversion Study

City of Cortland



Scope of Work



Main Street Two-Way Conversion Study

City of Cortland

July 11, 2016



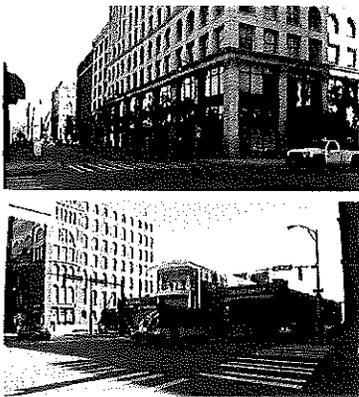
Main Street Two-Way Conversion Study

1.0 Firm Identification & Qualifications

Providing comprehensive, professional solutions since 1984, Fisher Associates, P.E., L.S., L.A., D.P.C. delivers Planning, Environmental, Engineering, Landscape Architecture, Surveying, and Construction Representation services for clients in the Energy, Transportation, and Land Development sectors. Our complementary services enable us to offer a complete approach to any project we encounter. We have 120 employees with office in Rochester, Buffalo, and Syracuse, New York as well as Erie and Pittsburgh, Pennsylvania.

Fisher is well-suited to complete the City of Cortland's Main Street Two-Way Conversion Study having recently completed the preliminary and final design and construction inspection for the Center City Two-Way Conversion Project for the City of Rochester. Our staff also brings experience on two other two-way conversion projects and thus we have a thorough understanding of the issues that must be considered and addressed as part of a two-way conversion project including curb radii to accommodate turn movements of trucks and buses that were previously restricted from these moves under the one-way scenario, deliveries and access to businesses, directional signage to re-educate the public, and signal design to ensure smooth progression under two-way traffic.

Relevant Experience



Center City Two-Way Conversion, Rochester, NY: Given the character change of downtown Rochester over the past few decades and the increasing need to provide better pedestrian and bicycle safety and accommodations, provide better access to commercial properties, improve wayfinding and reduce driver confusion, the City of Rochester desired to convert St. Paul Street and North Clinton Avenue between Main Street and the Inner Loop to two-way traffic. This project consisted of milling and resurfacing the roadway, signal system modifications at thirteen intersections, spot watermain and hydrant relocations, spot curb and sidewalk replacement, modification of curb bumpouts, new pavement marking installation, and new signage. The Fisher Associates team worked closely with the City of Rochester, RGRTA, and Monroe County DOT and successfully completed this project in April 2015. The team was awarded the APWA Project of the Year Award for our efforts on this project.

West Water Street Pavement Reconstruction, Elmira, NY: This project includes the reconstruction of 0.7 miles of arterial roadway. Project elements include environmental screening, work within an established National Historic District, pavement evaluation and design, utility coordination, public information coordination, signing and pavement marking design to meet current standards, signal design, and ADA compliance. Fisher is responsible for project basemapping, preliminary design, final design and construction phase services.

East Church Street Sidewalk Rehabilitation, Elmira, NY: This project involved design, survey, and construction inspection for the reconstruction/rehabilitation of the sidewalk and ADA ramp system along Church Street in the City of Elmira.

Downtown Transit Center, City of Syracuse, NY: The \$12 million project located a downtown transit center in the central business district of Syracuse. The project is comprised of a weather protected urban bus transfer facility with 22 bus bays to accommodate major pulses. Fisher was responsible for complex Synchro and VISSIM traffic assessments for three alternatives

that involved internal and external bus routing/transfers, street network analysis, and the conversion of Warren Street from a one-way to two-way street. The key component was the traffic assessment for the addition of a new fifth leg to the existing signalized urban intersection. Real-time visualization models integrated architectural and roadway plans, roadway traffic simulation, and internal bus routing operations. Bus traffic simulations assisted the design team in determining optimal internal bus circulation operations based on arrival schedules, dwell times, and passenger loading. The goal was to identify if the facility would be adequate to handle the peak flow of buses and minimize the bus queues along the platforms during peak periods. The comprehensive virtual models were utilized to facilitate the public participation process and build consensus.

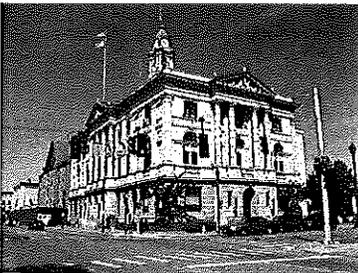


Monroe Avenue Parking Study, Rochester, NY: The Monroe Avenue parking and mobility study examines the parking issues and concerns within the Monroe Avenue corridor between the former Inner Loop and Culver Road. This study seeks to better understand the continuing and evolving conditions and issues related to parking, and mobility. The ultimate goal of this project is to provide implementable recommendations that will improve the function of parking and multi-modal facilities along the corridor for residents, businesses and visitors while encouraging the use of alternative transportation.



Downtown Parking Management Study, Troy, NY: The City of Troy commissioned a Downtown Parking Study, with the primary objective to forecast immediate (1-3 year) parking needs and associated accommodation strategies. Based on the scope of work, the study was a 6 month effort that engaged with community residents, documented current parking activities, examined expected future parking, and recommended a series of strategies to achieve City goals. The study aimed to provide an accurate view of parking activity and issues in Downtown Troy in order to ensure appropriate parking availability for current and future uses, while complementing the ongoing Comprehensive Plan efforts.

GBNRTC Traffic Signal Optimization Program, Buffalo, NY: This \$400,000 signal coordination study improved efficiency and safety for the traveling public. Traffic Signal Coordination Studies were provided for six major corridors with 142 signals for the City of Buffalo and NYSDOT. Traffic and geometric data was inventoried to develop three coordination timings for each of the systems. Work elements involved data collection, system timing plan development (cycle lengths, phasing, and timing), signal pre-empt timing development, development of controller input files, analysis of existing operations using Synchro TrafficWare, and before/after evaluations involving speed/delay runs. Signal optimization provided planning information and development/implementation of corridor-wide signal control systems.

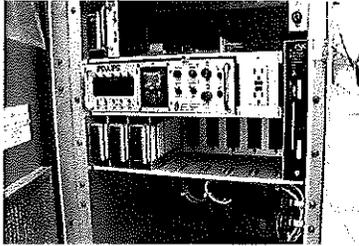


Traffic Signal System Evaluation, Chemung County, NY: Fisher Associates was retained to conduct a Traffic Signal Evaluation Study and develop a plan for upgrading Chemung County traffic signals. We conducted an inventory of 25 traffic signal locations in the Village of Elmira Heights, and the Village of Horseheads, identified obsolete equipment for upgrade, reviewed operations and safety of intersections, assessed compliance with the Manual of Uniform Traffic Control Devices, and evaluated industry standards of practice for improved driver, bicycle, and pedestrian safety.

Our team examined the need for traffic signals at each intersection and developed recommendations for upgrading traffic signals and the intercommunication network. We developed a plan of next steps.

These included Signal Warrant Studies, a policy for obtaining Permanent Easements, revising Maintenance Agreements between owning and operating/maintaining agency, developing a standard Traffic Signal Design and Plan Review procedure, incorporating traffic signal upgrades with other street/roadway improvement projects, updating implementation costs on a 2 year basis, and coordinating an ITS Incident Management plan with NYSDOT.

Auburn Traffic Signal Upgrade Project, Auburn, NY: Much of the city-owned traffic signal system had become antiquated and no longer met Regional, ADA or MUTCD standards; it was a system that lacked pre-emption capability, pedestrian detection/indications and in some cases posed a safety hazard to the general public. The project's objective was to develop a systematic approach to upgrade all 20 city-owned traffic signals to current standards with an eye toward a future desire of installing a wireless GPS Traffic Signal Pre-emption System including outfitting the emergency response vehicles with wireless transmitters.



The project was initiated with a comprehensive Traffic Signal System Assessment. The assessment inventoried in detail existing equipment, condition of the equipment and pedestrian accommodations. From this inventory and condition evaluation, coupled with intersection accident analysis and known operational issues, all 20 City of Auburn-owned traffic signals were ranked. From this ranking, six (6) intersections were selected as priorities for immediate upgrades as part of a current federal-aid project with additional funding being pursued to address the remaining 14 intersections as a Phase II.

The accident analysis revealed the need for larger signal head indications, better signal head placement and backplates with reflective tape for increased visibility particularly in the sunrise/sunset-east/west approaches and in areas of considerable visual clutter. One traffic signal was identified for immediate removal.

Multiple intersections received pedestrian facility improvements in the form of:

- sidewalks,
- sidewalk ramps,
- marked crossings,
- pedestrian push button detection,
- pedestrian crossing indications.

Highland Park/Canalway Trail, Rochester, NY: Fisher Associates was selected for the design of this community valued project based on our experience in the design of on-and off-road trail sections, context sensitive designs especially through wetlands and woods, our experience with crossings of high-volume roads, trail amenities, and public participation expertise. Our goals for this \$1M locally administered, federal aid project were to build a 10-foot-wide paved, multi-use trail off-road trail where possible from the Erie Canalway Trail through Highland Park and subsequently connecting to the Genesee Riverway Trail. Where space constraints limit the ability to accommodate a dedicated off-road trail, sidewalks and shoulders would be upgraded as necessary to accommodate pedestrians and bicyclists via on-road trail segments.



Seneca Falls Transportation and Trail Enhancement Plan, Seneca Falls, NY: The goal of this locally administered, federally funded project, located in a nationally recognized historic district, was to improve safety and ease the



flow of pedestrian and bicycle traffic into and through the main business district of the Village of Seneca Falls. The project also facilitated wayfinding to key destinations within the Village for all modes of transportation via a new wayfinding signage system. Enhancements to Village pocket parks and the Main Street streetscape highlight the cultural heritage, history, and architecture of Seneca Falls.

As a primary tourist destination, the Village of Seneca Falls is host to thousands of tourists each year. The lack of a wayfinding signage system and identification of key historic components within the Village made it difficult for visitors to make their way through the Village and fully understand the historic relevance of this community. Our team prepared a cohesive design to improve the image of the Village as a walkable community and guide visitors into and through the main business district while highlighting key historic elements within the Village. Our streetscape improvements included upgrades to lighting, new benches and bicycle racks, identification of a bicycle route, new street trees, and historic exhibits. We added a connection to an existing trail and way-finding signs. Park improvements included a scenic overlook area within the Elizabeth Cady Stanton Park and construction of an aesthetically compatible pavilion and new landscaping within Trinity Park.

NYS Route 198, Scajaquada Expressway, City of Buffalo and NYSDOT Region 5: Fisher Associates provided traffic and visualization services for this 1.9 mile classification study that addressed the traffic downgrading of this Urban Principle Arterial Expressway. The project addressed urban parkway design and historical land use planning. Capacity and safety issues were investigated to identify feasible alternative solutions. As an integral part of the study, Fisher Associates provided capacity analysis for the expressway and adjacent intersections. VISSIM software was utilized to build the existing and future alternative traffic network so that the effects of adjacent intersections could be incorporated into the analysis. 4D virtual traffic models were developed to facilitate the public involvement phase.

NYSDOT Facility Relocation Feasibility Study, Ithaca, NY: Fisher Associates is working with both Tompkins County and the City of Ithaca to conduct a feasibility study and financial plan for the relocation of the NYSDOT Maintenance Facility, located on an eight-acre site on the Cayuga Inlet waterfront, to a site in the Village of Dryden already acquired for that purpose. The current site is the most prominent waterfront property in the City of Ithaca with potential for redevelopment according to both the Cayuga Lake Waterfront Plan and the Tompkins County Comprehensive Plan. Moving the NYSDOT facility will allow redevelopment of the Cayuga Inlet property for waterfront-related uses that would increase the local tax base, create jobs and support the tourism economy.

This project includes:

- Inventory of Existing Conditions;
- Reuse Market Analysis;
- Conceptual Site Plan, Schematic Design and Cost Estimate;
- DOT Relocation Cost Estimate and Timeline;
- Build-Out Impact Analysis;
- Fiscal Analysis; Implementation Strategies; Pro-Forma and
- Financial Gap Analysis;
- Public Participation and Project Administration

2.0 Project Understanding

There has been a resurgence of interest in downtown redevelopment in the past two decades. Along with this interest in traditional commercial districts and the appeal of living in downtown areas, there is an interest in what specific factors actually make a downtown work well. One of those factors is the downtown street system and how pedestrians, bicyclists and vehicles circulate within and around the downtown area.

In the 1960s and '70s, the primary traffic issue for downtowns was how to reduce congestion and make traffic move faster as a way to compete with the new suburban shopping malls that offered convenience and free parking. More recently, there was a realization that some traffic congestion downtown is good and that slowing the speed of vehicles through downtown may be beneficial to the local retailers, bicyclists and pedestrians. It also creates a more liveable environment as downtown redevelopments include both commercial and residential uses. As a result of the resurgence of central business districts and the need to slow traffic to make the area more pedestrian and bicycle friendly, there has been renewed interest in converting our main streets from one-way operation to two-way operation. Converting a one-way street to a two-way street is an increasingly popular way to manage traffic patterns, improve access, and change the character of a downtown from being a "pass-through" to a "destination" for motorists. Converting a one-way street to a two-way street can also help reduce motor vehicle speeds and provide improved conditions and access for pedestrians, bicyclists and the new influx of residents.

Many factors combine to make downtowns economically successful. One important, but often overlooked, aspect is the patterns of traffic. One-way streets are efficient but they are not customer friendly as the downtown circulation system needs to be as easy to use and as easy to understand as possible, especially for visitors that are unfamiliar with the area. One-way streets increase travel and confusion because most one-way systems do not allow motorists to travel directly to every destination and often the necessary directional signage is not provided to help motorists navigate the one-way street system. Therefore there are some locations that one must drive past, turn around, and then drive back in order to gain access. So in any downtown grid, there will be "dead blocks" -- meaning from an access standpoint, they require circuitous routing to arrive at a destination located in that block.

"Main" Street businesses form the social center of the community and are most prosperous when parking needs, traffic flow and pedestrian usage are in harmony with each other.

Main Street in Cortland, embodies the renaissance that has been occurring in local central business districts across the country. There is growing interest in downtown living, development of new office and retail space and proposals for new hotels, public space and a new performing arts center. The re-emergence of Downtown Cortland has fueled the need to take a fresh look at how all modes of transportation circulate in and around the Main Street area. From a vehicular and bicycle perspective, accessing the Main Street area from the south or southwest (via Tompkins Street or Main Street) is very difficult. Those vehicles coming from the northeast via Interstate 81 and Clinton Avenue have the option of totally avoiding the Main Street area via Church Street and Port Watson Street. With 2,500 new SUNY Cortland students each year plus additional visitors to the college and City all year round, making the Main Street area as easily accessible as possible will encourage the continued growth of Main Street.

The current one-way southbound configuration of Main Street causes excessive circulation. If you are unfamiliar with downtown Cortland and coming from Tompkins Street or Main Street and want to get to the Downtown Deli or Brix along Main Street or the M&D Deli or Central City Bar and Grill along Central Avenue you are forced to travel all the way around the downtown area via Port Watson

Street, Church Street and Clinton Avenue to get to one of these establishments. If you are unfamiliar with where businesses are located on Main Street, the circulating around the outskirts of downtown can cause driver frustration and provide visitors a reason to completely bypass the Main Street area and use the dining options closer to Exit 11 of Interstate 81.

For those that are familiar with the local street network (local residents and college students), access to the downtown Main Street area can be gained by traveling through the residential neighborhoods along Prospect Street, Hill Street, Clayton Avenue, Pleasant Street, Court Street, Orchard Street and Haskell Place. However, this creates undesirable vehicular circulation through residential areas as motorists try to find a way to get to Main Street from Tompkins Street and the East Campus areas of SUNY Cortland.

Smart growth principles recognize that land use and transportation decisions must be made in tandem. In most cases, transportation problems require both a land use and transportation solution.

With an increasingly vibrant downtown with numerous pedestrians and bicyclists (especially when SUNY Cortland is in session), the speed of traffic traveling down Main Street should be as low as possible to allow for safer pedestrian and bicycle access. However, the one-way traffic pattern promotes travel speeds higher than what would be considered desirable for a downtown central business district area. The conversion of Main Street from one-way operation to two-way operation could open opportunities for the redesign of Church Street into a more pedestrian and bike friendly roadway. Currently all northbound traffic must use Church Street which is essentially a four-lane roadway. What is interesting to note is that the section of Church Street between Port Watson Street and Clinton Avenue carries less traffic than the section of Clinton Avenue between Church Street and Main Street even though Church Street is four lanes and Clinton Avenue is two lanes. If northbound traffic is allowed to use Main Street, Church Street could potentially be narrowed and bicycle accommodations could be provided along with shortened pedestrian crossing distances. In addition a re-designed Church Street could also open the opportunity to re-design the Church Street/Clinton Avenue/Elm Street intersection possibly into a roundabout that would create a unique gateway into downtown. Currently this intersection is actually two separate signalized intersections, but because of the closeness of the two signals, it operates as a single intersection. Driver's coming from the northeast and Interstate 81 sometimes experience frustration as they are forced to wait at a red light at this intersection when they see no other traffic moving, causing them to avoid downtown entirely by using Church Street and Port Watson Street to go around it. Since Clinton Avenue is a major gateway from Interstate 81 into downtown, a signature gateway intersection, and a narrower Church Street might encourage more traffic to go through the downtown area.

Re-designing Main Street could also allow for potential changes in downtown parking. Currently, all parking on Main Street is head-in angled parking. A safer alternative for drivers, pedestrians and bicyclists that could be considered would be reverse angled parking. Studies have shown that reverse angled parking is safer than head-in angled parking. It allows for better visibility for the driver when the vehicle pulls out of the parking space so that they can easily see other vehicles, pedestrians and bicyclists, allows for quicker entry into the flow of traffic, and it is safer for the unloading of children as the open vehicle door guides them to the safety zone of the sidewalk.

It is clear that the one-way circulation pattern on Main Street, which has been in place since the 1960's, once served the purpose of moving vehicular traffic as efficiently and speedily as possible. However, the downtowns that are re-inventing themselves by converting their one-way street networks to two-way streets see slower moving traffic as a benefit, allowing more eyes and longer looks at the local storefronts. These conversions improve the pedestrian and bicycle experience, improve the accessibility of downtown for all users and help revitalize downtown commerce.

3.0 Technical Approach, Scope of Work & Schedule

Our team's approach will emphasize the role of the Project Advisory Committee in guiding the project planning process while including a strong public outreach component. This effort will be supported by our thorough analysis of existing conditions and coordinated with the identification of the community's needs, goals and opportunities. We will visually relay information to the Project Advisory Committee and the community as the project progresses. The draft and final reports will include a graphic portrayal of our recommendations to help the City of Cortland achieve your vision for a conversion of Main Street to two-way traffic, while mitigating traffic congestion, enhancing safety, thoughtfully providing adequate parking, and accommodate all roadway users.

Our approach to each task is discussed below, and is depicted in a process flowchart on page 10.

Task 1 | Study Coordination

Study coordination will occur at key stages throughout the Project and will convey the analyses, concept development, and recommendations developed through the coordination process.

Project Advisory Committee | Our team understands that bringing the appropriate participants into the feasibility study process and keeping them informed and engaged is critical to the success of the project. The Project Advisory Committee, which will consist of key community stakeholders, will provide expert knowledge and input throughout the process, and contribute local knowledge to assist in formulating the concept development and recommendations. Our team will work closely with the Project Advisory Committee to conduct meetings at key stages of the project, and to coordinate community outreach efforts.

Public Outreach | Community outreach and transparency throughout the process is important to encourage participation and buy-in of the project. Our team will schedule, promote and coordinate both public meetings and individual one-on-one meetings to obtain valuable local insight and feedback while striving to sustain community interest and momentum. This public outreach effort will facilitate the development of a clear understanding of your downtown circulation needs.

Task 2 | Analysis of Existing Conditions

Studies are only as good as the information on which they are based and our team can attest from previous experience that transportation issues often need to be addressed by a combination of design, policy, and programmatic solutions. For this reason, our project team will conduct a thorough review of existing data and build a database of local information from the ground up. We will utilize the standard data gathering techniques of traffic counts, turning movement analysis, accident analysis, parking inventories, transit use, bicycle and pedestrian counts along with unique processes including interviews with store owners, observation of neighboring retail loading and unloading operations, and transit operations. Combining relevant data and information obtained from multiple perspectives through the Project Advisory Committee members and public meetings we will create a picture of your local conditions in the Main Street area.

We will combine previously collected data, traffic counts as an example with newly obtained data to ensure your feasibility study is developed using the most accurate, comprehensive and current data as possible.

We will develop a full level of service analysis for the street segments and

intersections included in your study area. We will include all modes of transportation in this assessment so that a clear understanding of needs for vehicles, bicyclists, pedestrians and transit operations is conveyed.

The culmination of this task will be the submittal of the Existing Conditions report to the Public Advisory Committee. This report will document the current state of the street network within the City of Cortland focused on the Main Street corridor.

Part of this task will include holding a public meeting where we can interactively discuss some of the key concerns and opportunities perceived by residents, and convey our working knowledge of the needs and opportunities within the study area. Our team will provide visual renderings, where applicable, of plausible transportation-related solutions with the understanding that modifications to existing regulations will likely be required. We will work closely with project stakeholders and area business owners to identify methods that will contribute to the economic vitality of downtown and improve quality-of-life for the residents of the City of Cortland.

Task 3 | Future Conditions Forecast

A basis of this study, from start to finish, will be well-matched recommendations that serve pedestrian, bicyclist, transit and vehicles equitably.

Building on our community outreach and existing conditions analysis efforts, we will identify accessibility, circulation and parking needs and opportunities within the study area. All modes of travel (i.e. walking, biking, transit and vehicular), as noted during our observations, will be collectively assessed and using reasonably expected growth rates developed for the future conditions.

At this stage in the process, our team will evaluate the future two-way street network in the context of the City's vision, including the future adjacent land uses of office space, second and third floor living spaces, potential hotels, and the Performing Arts Center, to guide appropriate recommendations.

Task 4 | Feasibility Assessment

Based on our initial analysis and community input, our project team will converge to develop a series of ideas and concepts to achieve two-way conversion where applicable in the study area. Under this task, we will host a second public information meeting to receive feedback on the developed design concepts. This feedback will be used to further distill the ideas, refine the concepts and help the design team and Project Advisory Committee identify a preferred design concept for future transportation improvements that reinforce your vision for better access and circulation along Main Street. Our preferred concept will incorporate all modes of transportation into the concept plan providing space for pedestrians, bicyclists and transit operations thereby.

Task 5 | Final Report

Our team will document the public outreach and feasibility study process and present recommendations in a final report. Your final report could be utilized in future efforts to secure funding for implementation and will serve as a guide in realizing your vision for a modernized Main Street in the City of Cortland.

Schedule

Task

Consultant Interviews & Selection

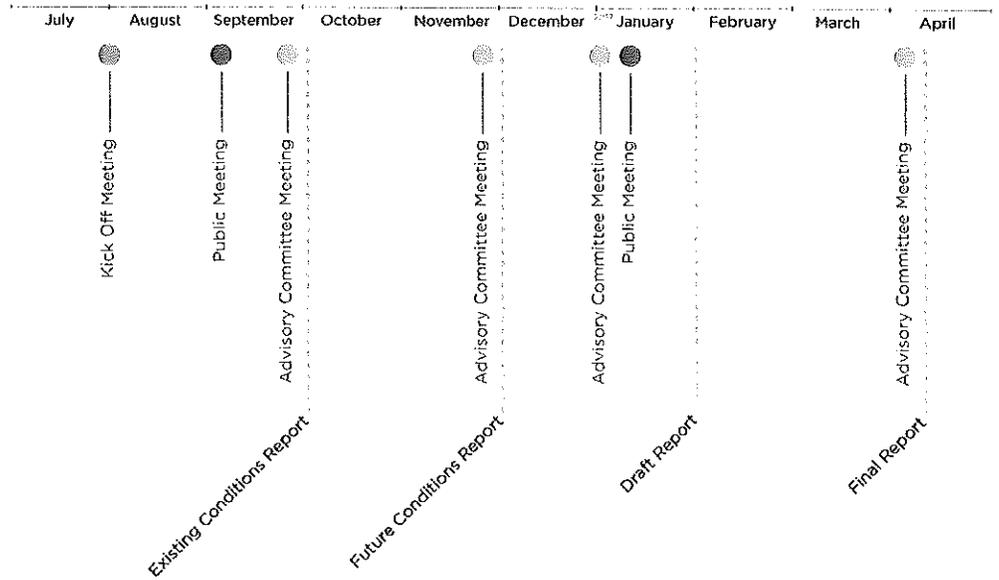
1. Study Coordination

2. Documentation of the Existing Conditions

3. Future Conditions Forecast

4. Feasibility Assessment

5. Final Report with Executive Summary



Project Approach Flowchart

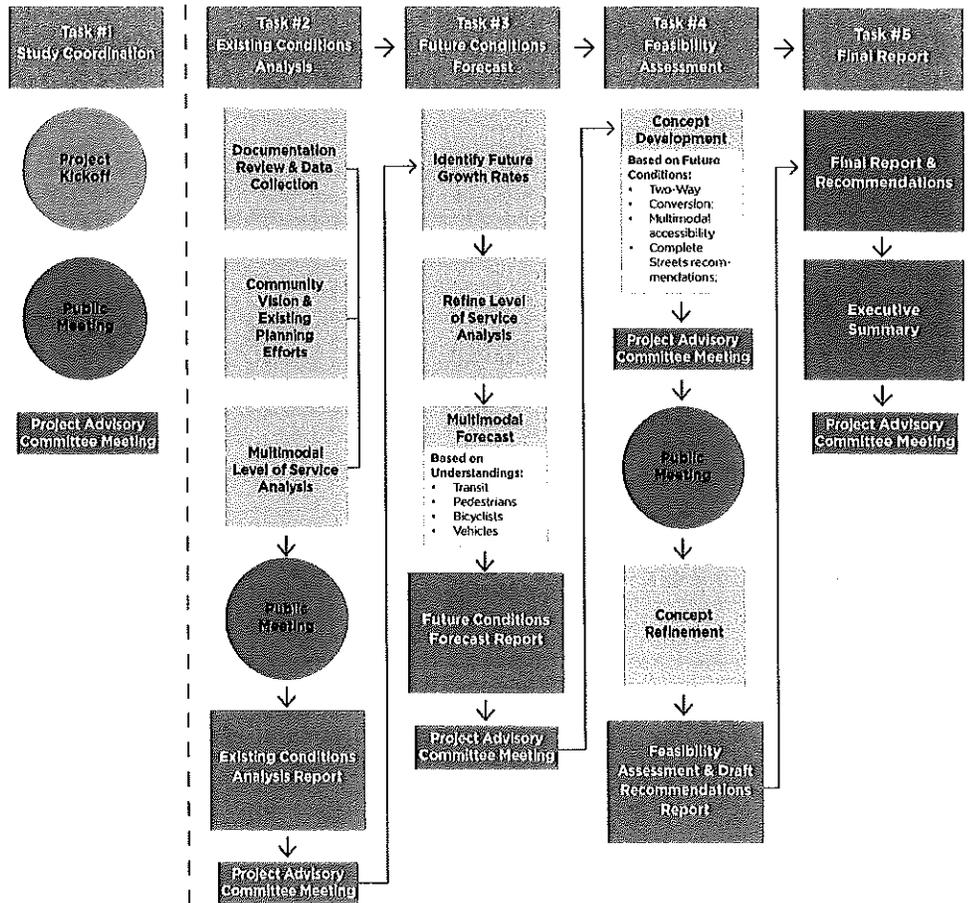
Task #1 Study Coordination: Study coordination will occur at key stages throughout the Project and provide the foundation for concept development and selection of the preferred concept

Task #2 Existing Conditions Analysis: The foundation for any study is a solid understanding of existing conditions, including opportunities and constraints. Our project team will gather the data necessary to inform and develop appropriate recommendations for the Study Area. Public feedback will be used to refine our understanding of current conditions.

Task #3 Future Conditions Forecast: Our project team will develop an understanding of the community's needs and opportunities for future growth. We will build a level of service model for future conditions under a two-way conversion scenario.

Task #4 Feasibility Assessment: Concepts will be developed during this phase of the Project, to be vetted by the public during the community's public meeting. From feedback received, the Project Advisory Committee will select a preferred concept(s), which our project team will advance to the final report and recommendations.

Task #5 Final Report: Our project team will take the input gathered throughout the study's phases to document the process that arrived at the preferred recommendations. This report could be utilized by policy and decision makers in the future for project advancement.



4.0 Project Staffing

Roseann Schmid, P.E. | Principal in Charge and Director of Transportation
Roseann is committed to our staff providing superior client service in addition to a quality product. Roseann has extensive experience in traffic, transportation planning, design, and environmental engineering. She is experienced in managing and coordinating the planning and design phases of a variety of project types ranging from recreational trails to corridor access management studies and complex bridge and highway projects in environmentally sensitive settings.

As the Director of Transportation, one of Roseann's responsibilities is to oversee our senior project managers to ensure that professional standards of work are maintained, and that ongoing communication with our clients is provided. In addition to overseeing staff assignments, project budgets and schedules, and monitoring client satisfaction, her diverse background and attention to detail are invaluable in providing technical oversight for our engineering disciplines. She ensures that standards and quality control procedures are implemented on all projects and that all projects receive QA/QC reviews at key milestone points along project development.

Richard Bennett, P.E. | Project Manager Rick brings over 20 years of experience in transportation planning and engineering, highway design, ITS design, and construction management. Rick has significant experience in planning and designing arterial roadways through urbanized business districts to include roadway and streetscape projects for the Village of East Aurora, City of Elmira, Village of Lancaster and the Town of Irondequoit. His planning efforts have included accommodating parking, transit, pedestrian and bicyclists needs while balancing vehicular travel levels of service. His personal highway design experience includes work on a variety of public highway projects, ranging from limited access interstates to city streets as well as private site design projects. His construction management experience includes construction supervision of major arterials, water systems, and military airfield construction.

Rick was the Project Manager for the City of Rochester Center City Two-Way Conversion that converted North/South Clinton Avenues and St. Paul Street/South Avenue through downtown Rochester from a one-way traffic pattern to a two-way pattern. This project included extensive coordination with private businesses, local charitable organizations, municipal parking and the regional transit service to ensure the migration of project roadways accommodated their needs. Rick oversaw the evaluation of the roadway network to ensure the City's regulatory parking zones were updated appropriately and that all directional, guidance and regulatory signage along with intersection signalization were updated to provide for two way service.

Timothy R. Faulkner, P.E. | Deputy/ Assistant Project Manager Tim has 30 years of transportation experience, focused on traffic engineering and transportation planning. As a Project Manager, he has managed traffic studies, traffic engineering scopes of work, arterial improvements, parking and circulation studies, transportation/land use studies infrastructure evaluations, long range transportation plans, trails and pedestrian studies.

Sarah Hogan | Landscape Architect Sarah has been involved with site planning, landscape design, construction documentation and illustrative support on several commercial, educational, municipal and recreational projects and studies. Her responsibilities have included site analysis and background research for conceptual design, presentation preparation; guideline/master plan design for several trails, streetscape improvements, commercial, recreation and border crossing projects; landscape evaluation and aesthetic design for

various developments. Sarah is currently the Project Manager for the City of Rochester - Monroe Avenue Parking and Mobility Study located in downtown Rochester, NY.

Lorenzo Rotoli, P.E., PTOE | Sr. Traffic Engineer Lorenzo, a Professional Traffic Operations Engineer (PTOE), is widely recognized as one of the leading traffic engineers in upstate New York. Lorenzo has nearly 30 years of experience in both highway and traffic engineering. His planning expertise includes traffic forecasting, systemic and isolated capacity analysis, safety investigation, accident analysis, signal system analysis, and traffic impact studies. Lorenzo has played an integral role in a number of large-scale projects, including his project management role for the NYSDOT's Traffic Engineering and Planning Services term agreement spanning eight regions as well as the current OCDOT Term Agreement.

Lorenzo is a nationally certified Professional Traffic Operations Engineer (PTOE) and has instructed courses for the PTOE examination refresher course, Introduction to 3D Traffic Simulation, and the unique Diverging Diamond Interchange. He utilizes traffic software such as HCS, SYNCHRO, VISSIM, SIGNALS97, SIMTRAFFIC, CORSIM, and Transyt7F, which complement his PTOE certification. As a testament to his traffic knowledge, Lorenzo has routinely been invited to present and instruct courses on traffic related issues. Additionally, he has served on the Transportation Research Board's Visualization in Transportation Committee (ABJ95).

Heath Lagoe, P.E. | Traffic Engineer Heath has 16 years of specialized experience in traffic and transportation engineering. His extensive resume of high profile complex traffic engineering projects reflects his expertise in traffic signal coordination/system-wide capacity analysis, traffic micro simulation modeling, transit center circulation analysis, roundabout assessment/design, transportation planning, safety studies, and data collection. Heath has extensive experience with Vissim, Synchro, Transyt 7F, HSA and HCS software. He understands the actual concepts/calculations of the software operation and the proper interpretation of the results. Heath has overseen and conducted the modeling, design, and analysis of multiple complex traffic systems including expressways, traditional interchanges, Diverging Diamond and Single Point interchanges, roadway networks, roundabouts, and transit centers. He has both generated and analyzed measures of effectiveness (such as speed, delay, and density) in traffic assessments and produced visualizations to show to stakeholders and the public.

Craig Perkins | Senior Designer Craig has over 32 years of experience as a project engineer and designer. His background includes over 30 road improvement project. He has extensive 3D CADD modeling experience. His ability to fully utilize the engineering design applications offered by CADD has proven to be efficient and cost effective during the design process.

Jaymes Tanski, P.E. | Highway Engineer Jaymes brings 10 years of excellent planning and design experience on a wide variety of project types including limited access interstates to state and local roads. His highway planning experience includes intersection realignments and conversion from signalized control to roundabout control with extensive coordination with property owners and constituents to ensure local operational needs are incorporated into a particular project. He will be an asset to the feasibility study because of his detailed design approach and ability to see the end product early in the planning stages, as well as his experience developing multiple solutions to complex transportation projects accommodating all modes of transportation.



Project Manager
Richard C. Bennett, P.E.
30 Hours (combined
Transportation Engineering)

Principal & QA/QC
Roseann Schmid, P.E.
10 Hours

**Deputy/ Assistant
Project Manager**
Timothy Faulkner, P.E.
30 Hours

**Transportation
Engineering**
Richard Bennett, P.E.
30 Hours (combined
Project Management)

**Vision &
Streetscape**
Sarach Hogan, RLA
40 Hours

Traffic Analysis
Lorenzo Rotoli, P.E., PTOE
50 Hours

**Traffic
Engineering**
Heath Lagoe, P.E.
115 Hours

Roadway Design
Craig Perkins
60 Hours

**Parking &
Operations**
Jaymes Tanski, P.E.
180 Hours

5.0 Recent Clients

Al Giglio, P.E. | City of Rochester

30 Church Street
Rochester, NY 14614
585.428.6860
agiglio@cityofrochester.gov

Project: Center City Two-Way Conversion - City of Rochester (2015)
Professional Services - 2012, Construction - 2015

Josh Artuso | City of Rochester

30 Church Street
Rochester, NY 14614
585.428.7707
artusoj@cityofrochester.gov

Project: Monroe Avenue Parking & Mobility Study
Professional Services - 2016

Mike Guyon | Town of Brighton

2300 Elmwood Avenue
Rochester, NY 14618
585.784.5225
mike.guyon@townofbrighton.org

Project: Highland Crossing Trail
Professional Services - 2016, Construction - Est. 2017

6.0 Federal, State, DBE Requirements

Fisher Associates is submitting as the sole consultant for this contract with the City of Cortland.

Having completed over 300 locally-administered, federal-aid projects, we are extremely familiar with the federal-aid process including the preliminary project scoping, planning and feasibility assessment components. We have developed a strong portfolio of assisting municipalities develop concept plans for new transportation facilities and for conversion or modernization of existing facilities. These projects often are the result of communities that are promoting changes for both economic and transportation related reasons. Fisher Associates has worked integrally with many steering committees, advisory committees, planning boards, zoning boards and community participation councils to develop transportation solutions for the local communities we serve.

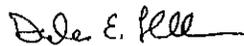
With our in-depth knowledge of the federal and state requirements, we know the project development process and the issues that need to be address for a successful feasibility study. We establish a project plan early on in the process to ensure all study issues are solved with no impact to budget or schedule. Our goal is to deliver a feasibility study that satisfies your goals and delivers appropriate solutions to the Main Street corridor for the City of Cortland.

THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

FISHER ASSOCIATES PE LS LA DPC
135 CALKINS RD
ROCHESTER, NY 14623-0000

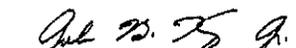
TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.



DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011672




JOHN B KING JR.
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

Fisher Associates Price Proposal

Tasks	Principal	Project Manager	Highway Engineer	Traffic Engineer	Senior Traffic	Landscape Architect	Planner/Engineer	Technician	Highland Planning		Total
									Senior Planner	Planner	
1. Study Coordination	1	12	4	8	8	4	4	0	12	0	53
2. Documentation of the Existing Conditions	1	8	8	12	8	8	32	32	20	20	149
3. Future Conditions Forecast	1	2	8	20	16	8	32	12	20	20	139
4. Feasibility Assessment	5	4	20	12	20	20	20	40	60	0	201
5. Final Report with Executive Summary	2	2	6	24	10	0	40	16	40	5	145
Total Hours	10	28	46	76	62	40	128	100	152	45	687
Billing Rate \$	150	130	125	130	130	125	110	60	95	75	71,725
Total Labor Costs \$	1,500	\$ 3,640	\$ 5,750	\$ 9,880	\$ 8,060	\$ 5,000	\$ 14,080	\$ 6,000	\$ 14,440	\$ 3,375	2,902
										DNSC \$	
											Total = \$ 74,627

Technical Assumptions

- 1. Assume 4 Steering Committee Meetings & 2 Public Meetings (6 total)
- 2. Assume Traffic Data Collection/Additional Studies Effort is limited to 12 hours
- 3. Assume observations and analysis will be conducted during 2 peak periods