

1. Agenda

Documents:

[AGENDA.02.06.2018.PDF](#)

2. Supporting Documents

Documents:

[CC SUPPORTING DOC. 2018.02.06.PDF](#)

COMMON COUNCIL AGENDA

February 6 , 2018

- 7:00 PM
- Call Meeting to Order
 - Salute to the Flag of the United States
 - Public Comments
 - Ward Reports
 - Mayor’s Report
 - Minutes – Approval of minutes

AGENDA:

Item #1 – Presentation on the LED Upgrade project for street lights. (Nic Dovi)

Item #2 – Consideration of a Resolution requesting the City of Cortland to promote the use of barrier free requirements in new housing construction when funding is derived from public sources. (Alderman Silliman)

Item #3 – Consideration of a Resolution to accept, recognize and appropriate the following donations to the Youth Bureau. (John McNerney)

<u>Donation</u>	<u>Amount</u>	<u>Event/Project</u>	<u>Budget Line</u>
Kiwanis Club of Cortland	\$250.00	Movie under the Stars	<u>A-7550.5405</u>
Total	\$250.00		

Item #4 – Consideration of a Resolution to appropriate the amount of \$305.00 in proceeds from the sale of 2 vehicles from the City of Cortland Police Impound Lot to account A3120.206.00. (DC Sandy)

Item #5 – Consideration of a Resolution authorizing the Mayor to execute a contract between the City of Cortland and CCSPCA. (Ric VanDonsel)

Item #6 – Consideration of a Resolution to declare as surplus a Membrane BioReactor system and associated equipment. This equipment has served its purpose and is no further use to the facility. (Bruce Adams)

Item #7 – Consideration of a Resolution to sell a Membrane BioReactor system and associated equipment to Brooklyn Bottling Company of Milton NY for \$50,000. (Bruce Adams)

Item #8 – Consideration of a Resolution to authorize the Mayor to enter into a contract with eProcess Environmental of Fayetteville NY for work on the Digester Phase III project in the amount of \$2,242,000.00 for the Digester Phase III project. (Bruce Adams)

Item #9 – Discussion of ad-hoc committees for sidewalks, personnel, and finance. (Mayor Tobin)

Item #10 – Discussion regarding zoning board of appeals membership. (Mayor Tobin)

Item #11 – DRI update (Mayor Tobin)

Adjournment

**Cortland City Common Council
Visitability Resolution**

A RESOLUTION REQUESTING THE CITY OF CORTLAND TO PROMOTE THE USE OF BARRIER FREE REQUIREMENTS IN NEW HOUSING CONSTRUCTION WHEN FUNDING IS DERIVED FROM PUBLIC SOURCES

WHEREAS, no statutory requirements presently exist on a state or local level to require that new, single-family and duplex dwellings be constructed to provide access for people with physical disabilities;

WHEREAS, people with physical disabilities can be isolated in their own homes or isolated from the community when the homes contain barriers such as steps or narrow doorways and the person with the disability lacks maneuverability;

WHEREAS, people with physical disabilities experience great difficulty finding affordable, integrated, safe accessible housing options;

WHEREAS, certain features in construction make new homes visitable, and livable, for persons with disabilities;

WHEREAS, anyone, by accident or misfortune may become physically disabled for short or long term and adapting a home after the fact can be cost prohibitive; and

WHEREAS, it is the desire of the City of Cortland Common Council to recommend the City of Cortland encourage the use of design features necessary to provide accessibility and usability for people with physical disabilities in new, single-family homes and duplexes when such homes are constructed with public funds, as herein described.

NOW, THEREFORE BE IT RESOLVED, that this resolution shall be applicable to new, single-family dwellings and duplexes, which receive any public funding; and

BE IT FURTHER RESOLVED, that the following requirements shall be the recommended design requirements for construction of new publicly funded homes when it is determined, at the discretion of the City's Grant Administrator of Community Development funds, that such design requirements are feasible:

Recommended Requirement 1. Building entrances

Applicable dwelling units shall be designed and constructed to have at least one building entrance on an accessible route served by a ramp or a slope, in compliance with ANSI (American National Standards Institute) standards, with a maximum slope of 1:12, unless it is impractical due to characteristics of the terrain. This entrance should have an accessible door in accordance with ANSI. Any entrance at the front, side or back of the dwelling is acceptable.

Recommended Requirement 2. Interior Door Criteria.

All dwelling units, whether or not on an accessible route, shall be designed in such a manner that the doors designed to allow passage into and within all premises are sufficiently wide to allow passage by persons in wheelchairs. Doors, except those serving closets less than 15 square feet in area, within individual dwelling units intended for user passage must provide minimum 32" clear opening.

Recommended Requirement 3. Accessible Routes into and Through the Dwelling Unit

An accessible route shall be designed and constructed in such a manner that a 36" wide level route. Except at doors, must be provided through the main floor of the unit with ramped or beveled changes at the thresholds.

Recommended Requirement 4. Wall Reinforcement in Bathrooms

Reinforcement in the bathroom walls shall be provided at designated locations as specified by ANSI for future grab bar installation

Recommended Requirement 5. Light switches, electrical cords, thermostats and other environmental controls.

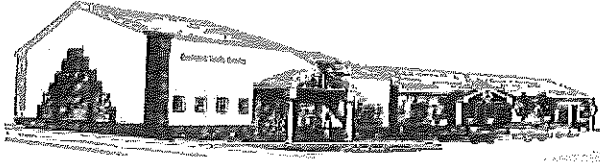
All applicable dwelling units shall be designed and constructed in such a manner that all premises contain light switches, electrical outlets, thermostats and other controls in accessible locations, no higher than 48" and no lower than 15" from the floor.

Recommended Requirement 6. Usable first floor kitchen with wheelchair maneuvering clearances as set forth in ICC/ANSI A117.1-1998.

Recommended Requirement 7. Usable first floor bathroom with wheelchair maneuvering clearances as set forth in ICC/ANSIA117.1-1998.

AND BE IT FURTHER RESOLVED, that the recommendations for using barrier free requirements set forth in this resolution may be waived by the Grant Administrator of the Department of Community Development in the event that the Administrator determines, in his/her discretion, that the requirements are not feasible or will in any way diminish or jeopardize the ability to obtain outside funding; and

BE IT FURTHER RESOLVED, that nothing contained herein shall be interpreted, construed, or applied in any manner contrary to State or Federal laws, rules, and/or regulations.



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: January 29th, 2018

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

<i>Donation</i>	<i>Amount</i>	<i>Event/Project</i>	<i>Budget Line</i>
<i>Kiwanis Club of Cortland</i>	<i>\$250.00</i>	<i>Movie under Stars</i>	<i>A-7550.5405</i>

TOTAL = \$250.00

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

2018 Impound Car Money Request



January 23, 2017

TO: Mack Cook, Director of Administration & Finance
FROM: Deputy Chief Paul A. Sandy
RE: Request for Proceeds for Impound Scrap Money

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

I am requesting the Common Council appropriate proceeds from the sale of two (2) vehicles from the City of Cortland Police Impound Lot, which had been classified as abandoned in accordance to Section 1224 (3)(a)of the New York State Vehicle & Traffic Law. These vehicles were unfit for auction and were scrapped on January 12, 2018. The total proceeds from the sale of these vehicles for scrap being \$305.00 in a check received on January 23, 2018.

If appropriated to this agency, the funds will be directly applied toward the purchase of new police vehicles for 2018 .

\$305.00



879 McLean Road
 Cortland, NY 13045
 (607) 753-9386
www.cortlandspca.org

CCSPCA Agreement

THIS AGREEMENT made this _____ day of _____ 201__ between the **Cortland County Society for the Prevention of Cruelty to Animals, Inc. (CCSPCA)**, a domestic membership corporation created and existing under and by virtue of the laws of the State of New York, and having its office at 879 McLean Road, Cortland, New York, party of the first part and the **City of Cortland**, a city corporation of the State of New York having its office at 25 Court Street, Cortland, New York, party of the second part.

Witnesseth:

WHEREAS, the Common Council of the City of Cortland has appropriated the sum of Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$75,500.00) for the year 2018 for the purpose of furnishing public dog related services pursuant to the provisions of section 1217, subsection (2) of the Agriculture and Market Law, in the City of Cortland, New York.

NOW, THEREFORE, for the purpose of carrying out the intentions of the parties, the party of the first part does hereby, in consideration of the sum of Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$75,500.00), agrees to furnish said public dog related services to the citizens of the City of Cortland, and the City of Cortland, for the year 2018, and the party of the second part hereby covenants and agrees to pay the party of the first part for such services, the said sum to be paid in eleven (11) monthly payments of Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents (\$6,291.66) and one payment of Six Thousand Two Hundred Ninety-One Dollars and Seventy-Four Cents (\$6,291.74), with payment to be made on or before the first day of each and every month.

A. Dog Control Services.

In consideration of the payment to it by the City of Cortland in the sum of Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$75,500.00) to be paid as specified above the CCSPCA hereby covenant and agrees that it shall, through its duly appointed agents, employees and subcontractors, within the corporate limits of said City, carry out the duties and responsibilities of Dog Control Officer in the enforcement of the provisions of Article 7 of the New York State Agriculture and Markets Law and its rules and regulations and of the provisions of the City of Cortland Dog Control Ordinances and amendments thereto.

1. The CCSPCA will through its duly appointed agents and employees, within the corporate limits of the City of Cortland, carry out the duties and responsibilities of Dog Control Officer in the enforcement of the provisions of Article 7 of the New

Mission Statement:

To strive to prevent cruelty to animals. To stop pet overpopulation. To promote public responsibility for the humane care, treatment and well-being of all animals through adoption, education, investigation and action.

York State Agriculture and Markets Law and any rules and regulations promulgated pursuant thereto, and of the provisions of the City of Cortland Dog Control Ordinance and amendments thereto to the City of Cortland from January 1, 2018 through December 31, 2018. The CCSPCA's responsibilities shall include periodic patrols within the municipality. The CCSPCA shall enforce the provisions of Article 7 of the New York State Agriculture and Market Law and the provisions of the City of Cortland Dog Control Ordinances. In accordance with these laws, the CCSPCA shall:

- a. Seize "at large" dogs that are off their owners' property
 - b. Respond to calls to pick up unlicensed and injured dogs
 - c. Seize dogs that are determined to be dangerous according to law
 - d. Commence Dangerous Dogs Proceedings, when necessary
 - e. Enforce violations of New York State and City of Cortland Dog Control Laws and Ordinances.
2. A copy of the most recent City of Cortland Dog Control Ordinance and amendments thereto will be sent to the party of the first part upon signing of this agreement or by January 1, 2018.
 3. The CCSPCA shall provide dog control on all business days for eight hours per day between 7:30 a.m. to 3:30 p.m. Business days shall be defined as those days in which the City of Cortland municipal offices are open for business.
 4. The CCSPCA shall provide a vehicle for the use of its authorized agents and staff. Under the contract, the CCSPCA shall also assume responsibility for staff uniforms, vehicle fuel, upkeep and repair, as well as auto liability coverage. The CCSPCA shall maintain peace officer liability coverage and mandatory worker compensation coverage.
 5. The CCSPCA shall maintain and file records pertaining to the seizure and disposition of all animals. The CCSPCA shall maintain an accounting of all impoundment fees and other monies collected in carrying out the provisions of the contract. Monthly reports shall be provided by the CCSPCA to the municipality in which dog control activities, including seizure and disposition information is included. Information pertaining to the collection of impoundment fees shall also be reported to the municipality each month. Those fees shall be turned over to the municipality in accordance with Article 7.

B. Emergency Services

1. Emergency Services shall be defined as, but not limited to:
 - a. Responding to calls for the seizure of dangerous dogs
 - b. Injured abandoned dogs
 - c. Dog attacks on farm and domestic animals.
2. The CCSPCA shall provide Emergency Services during business hours and after hours upon request.

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- 3. The CCSPCA shall provide an emergency telephone number for the use of the municipality, if it chooses to contract for after hour services.

C. Sheltering Services

- 1. The CCSPCA shall provide and maintain a shelter for seized dogs that conforms to the requirements of New York State Agriculture and Market Laws. Within those requirements, the CCSPCA shall provide proper care for all dogs, including adequate shelter, food and medical care.
- 2. The CCSPCA may test dogs for Parvo virus and shall provide Parvo and Rabies vaccinations for any dog with an unknown vaccination record.
- 3. The CCSPCA shall assess all seized and unredeemed dogs to determine their suitability for adoption.
- 4. The CCSPCA will meet the requirements of law to ensure that all adoptable dogs are spayed or neutered.
- 5. Those dogs whose temperament or serious health conditions do not permit adoption may be euthanized in a manner permitted by Article 7 of the law.
- 6. The CCSPCA shall open its shelter to the public for a reasonable number of hours each week to facilitate the adoption of seized, yet unredeemed dogs. It will make reasonable effort to screen adoption applicants to assure that all adopted dogs are appropriately placed.

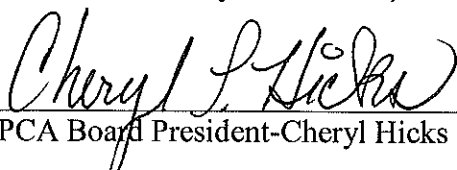
D. This agreement may not be enlarged, modified or altered except by a written instrument signed and endorsed by both parties.

IN WITNESS WHERE OF the parties have caused their respective corporate seals to be hereunto affixed and these presents to be signed by their duly authorized officers the day and year first written above.

City of Cortland

Cortland County Society for the Prevention of Cruelty to Animals, Inc.

By: _____
Mayor

By: 
CCSPCA Board President-Cheryl Hicks

Mission Statement:

To strive to prevent cruelty to animals. To stop pet overpopulation. To promote public responsibility for the humane care, treatment and well-being of all animals through adoption, education, investigation and action.

City of Cortland Industrial Digester Mechanical Installation

251 Port Watson Street

AGREEMENT

THIS AGREEMENT made this _____ day of _____, **2018**,

by and between _____ (a corporation organized and existing under the laws of the State of **New York** (hereinafter called the "Contractor") and the **City of Cortland** (hereinafter called the "Owner").

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda.

Article 2. The Contract PRICE. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed. Determination of payment will be based on actual work completed by the Contractor and approved by the Engineer. Any payment request shall have complete and detailed support information to justify charges to date.

The sum of **\$2,242,000** shall be paid for the completion of Contract # **CC-2017-G** for the:

Industrial Digester Mechanical Installation

Article 3. COMMENCEMENT & COMPLETION OF WORK

The CONTRACTOR agrees that the work included in the Contract shall commence **2/6/2018** as per written Notice to Proceed issued by the Owner.

The CONTRACTOR further agrees that the entire Contract shall **HAVE ALL WORK COMPLETED BY August 31, 2018.**

Article 4. INSURANCE

The CONTRACTOR shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of New York as will protect himself, his subcontractors, and the OWNER from claims for bodily injury, death, or property damage, which may arise from operations under this Contract. The CONTRACTOR shall not commence work until he has obtained certificates of all insurance required, and filed said certificates with the OWNER. Each insurance policy shall contain a clause providing that the OWNER shall be notified ten (10) days prior to its cancellation. The amounts of insurance shall not be less than the following:

- A. Workmen's Compensation and Employer's Liability Insurance shall be as outlined in attached contract specifications.
 - B. Public Liability, Bodily Injury and Property Damage Insurance amounts to be as required in attached contract specifications.
 - C. Automobile and Truck Public Liability, Bodily Injury and Property Damage Insurance amounts to be as required in attached contract specifications.
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City of Cortland Industrial Digester Mechanical Installation

251 Port Watson Street

D. Public Liability Insurance shall include a rider specifically to insure injury, death or property damage arising from work required by this Contract.

Article 5A. PERFORMANCE BOND

The amount of the Bond required for faithful performance of the Contract will be one hundred percent (100%) of the amount of the estimated cost of the work according to the Contract price and said Bond shall be accepted as to character and sufficiency by the Attorney for the OWNER.

Article 5B. PAYMENT BOND (LABOR AND MATERIAL BOND)

The Payment Bond shall be in compliance with the State Finance Law Section 137 in an amount not less than one hundred percent (100%) of the amount of such Contract, to secure the prompt payment of all monies due and owing to all persons furnishing labor or materials in prosecution of such work.

Article 6. RETAINAGE

To insure Maintenance Security of the project, five percent (5%) of the Contract price shall be withheld and retained by the Owner until substantial completion AND satisfactory submission of as-built and construction closeout information. At that time the Owner will retain twice the value of any items on the punchlist until those items are completed in accordance with the contract. **The Contractor will provide a Maintenance Security Bond to run for one (1) year at the date of substantial completion equal to 100% of the final contract price.** The 5% retainage will not be released until the punchlist is signed by all parties, all as-built and construction closeout information is submitted and accepted by the Engineer and the one (1) year Maintenance Bond is provided to the Owner.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents shall consist of the following (including their attachments and exhibits):

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid, with all attachments required for bidding
- f. General Conditions - Part I and II (and III)
- g. Special Conditions
- h. Supplemental Technical Specifications
- i. Technical Specifications
- j. Contract Drawings (as listed in the Schedule of Drawings)
- k. Payment & Performance Bonds
- l. Certificates of Insurance
- m. Exhibits not included as part of the documents listed above

This Agreement, together with other Documents enumerated in this Article 7, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement the day and year first above written.

(Contractor)

City of Cortland Industrial Digester Mechanical Installation

251 Port Watson Street

Attest: _____

By: _____

Title: _____

(Street)

(City, State, Zip Code)

(Print or type the names underneath all signatures)

City of Cortland
(Owner)

By: _____

Title: _____

(Street)

(City, State, Zip Code)

(Print or type the names underneath all signatures)

City of Cortland Industrial Digester Mechanical Installation

251 Port Watson Street

REPRESENTATIVE CERTIFICATION

I, _____, certify that I
am the _____ of the
corporation named as Contractor herein.

Signed by: _____
(name and title)

Signature: _____

Date: _____

(Corporate Seal, if available)