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### **City Recommendation for Mortgage Subordination by NYS AHC**

WHEREAS, the City of Cortland (the "City) administered a housing rehabilitation program funded by the NYS Affordable Housing Corporation (AHC) under which assistance to a City resident (the "resident") was provided, AND

WHEREAS, said resident gave a mortgage to the NYS AHC in the amount of the assistance provided for the rehabilitation project, AND

WHEREAS, said resident applied for funds from CFCU (the "Bank") to refinance the existing mortgage held by CFCU at a lower rate and for a shorter term, AND

WHEREAS, the Bank approved the resident's request to refinance resident's mortgage with the understanding that the Bank's mortgage would be the first mortgage on her residential property, which it currently held prior to the re-finance, AND

WHEREAS, the timing of the recording of the NYS AHC mortgage resulted in the AHC mortgage being a superior lien to the Bank's mortgage, AND

WHEREAS, when it was discovered that the AHC mortgage would be a superior lien to the Bank's mortgage, the resident requested that AHC subordinate its mortgage to the Bank's mortgage, AND

WHEREAS, AHC requires that the City, as the grant administrator, provide permission for the State to review the request and/or approve the subordination without objection as the mortgagor, AND

WHEREAS, the City's Loan Committee, having reviewed the facts of this subordination request and determined that the resident can support the payments of this new debt, recommends to the City's Common Council that the Council recommend to NYS AHC the subordination of its mortgage to the CFCU mortgage, NOW, THEREFORE, BE IT

RESOLVED that the City of Cortland recommends that the NYS AHC subordinate its mortgage to the CFCU mortgage and further authorizes Mayor Scott Steve to sign the NYS AHC Grantee Recommendation form to allow for the same.

#5

FY 2020 NYS CDBG

**City of Cortland:  
CDBG Income Property Program  
Administration and Program Delivery Services**

**Introduction**

Thoma Development Consultants has a depth of familiarity in the management of Community Development Block Grant (CDBG) Housing Rehabilitation Programs and can provide exceptional services to the City for its program. We have provided community development services for municipal customers for the past forty years and have worked with the City of Cortland on other CDBG housing projects, partnering with the City to foster an environment for a better tomorrow.

We have reviewed a copy of the City's Request for Proposals (RFP) and believe our firm is most qualified to carry out the proper program delivery and administrative tasks with respect to the City's newly awarded CDBG Grant for a City-Wide Income Property Program.

Thoma will undertake the following tasks in administering the City of Cortland's CDBG Program to comply with the scope of services stated in the City's RFP:

**Task 1: Program Start Up- Thoma will complete the following tasks at the startup of the CDBG Grant Program:**

- Prepare the Environmental Review Record, which includes assisting the City in complying with the State Environmental Quality Review Act (SEQRA) and National Environmental Protection Agency (NEPA) requirements.
- Assist the City in finalizing program design and guidelines.
- Develop a grant accounting system and work with the City to ensure all accounting is included in the City's accounting system.
- Develop a file maintenance system for the City, including preparation of files for the system.
- Develop an eligible contractors list, which includes advertising for contractors.
- Prepare/update the City's plans, such as Fair Housing, Administrative Plan, and other plans, related to the requirements of the CDBG Program.

**Task 2: Intake and Qualification of Program Participants for Rehabilitation Program- Under Task Two, Thoma will complete the following:**

- Advertise for and contact potential program participants.
- Establish a system to facilitate submission of applications.
- Perform preliminary property inspections and discuss with property owners.
- Perform work write-ups and cost estimates for selected properties.
- Conduct or contract for an EPA Lead Based Paint Risk Assessment, as required.
- Conduct or contract for a BPA certified Energy Audit for each project.
- Assist the property owner in contractor selection for bids.
- Prepare specifications and assist property owners in bidding work.
- Submit program participants to the City Common Council.

**Task 3: Monitoring and Completion of Rehabilitation Work- Under Task Three, Thoma will complete the following:**

- Encumber funds for the approved work.
- Prepare program documents.
- Monitor the progress of work expenditures on each property.
- Assist the City with required security filings on each property.
- Inspect all approved work including final inspections.
- Conduct or contract for an EPA Lead Based Paint Clearance, as required.

*City of Cortland:  
CDBG Income Property Program  
Administration and Program Delivery Services*

**Task 4: Grant Administrative Work- Under Task Four. Thoma will complete the following:**

- Prepare all payment and drawdown documentation.
- Submit monthly reports to the Mayor and City Common Council.
- Attend City Common Council meetings, as necessary.
- Advise the City on matters relating to the grant program and/or the Office of Community Renewal (OCR).
- Upon approval by the City and City Common Council, prepare grant amendments or modifications, as needed, and prepare Conflict of Interest Waivers.
- Prepare all reports required by the Office of Community Renewal (OCR) including status, annual performance, final reports, and close out.

**Program Schedule**

Thoma is familiar with the 24-month program schedule proposed in the City of Cortland's CDBG Grant application and is also familiar with the requirements placed on the City by the Office of Community Renewal (OCR). We feel confident that we can complete this program by the December 2023 completion deadline. Our services, however, will continue through grant monitoring and closeout, which will occur after the grant contract deadline.

**City of Cortland:  
CDBG Income Property Program  
Administration and Program Delivery Services**

**Administration and Program Delivery Fees**

Thoma will provide Program Delivery Services for a total cost of \$67,500 and Administrative services for a total cost of \$20,000, plus reimbursables. All fees to be disbursed according to the following schedule:

**Program Delivery**

**Final Program Design:** \$3,000  
**Initial Client Contact:** \$3,000

**Funds Encumbered:**

|      |         |
|------|---------|
| 10%  | \$6,150 |
| 20%  | \$6,150 |
| 30%  | \$6,150 |
| 40%  | \$6,150 |
| 50%  | \$6,150 |
| 60%  | \$6,150 |
| 70%  | \$6,150 |
| 80%  | \$6,150 |
| 90%  | \$6,150 |
| 100% | \$6,150 |

**Administration**

**Complete Environmental Review:** \$4,500

**Funds Expended:**

|      |         |
|------|---------|
| 10%  | \$1,550 |
| 20%  | \$1,550 |
| 30%  | \$1,550 |
| 40%  | \$1,550 |
| 50%  | \$1,550 |
| 60%  | \$1,550 |
| 70%  | \$1,550 |
| 80%  | \$1,550 |
| 90%  | \$1,550 |
| 100% | \$1,550 |

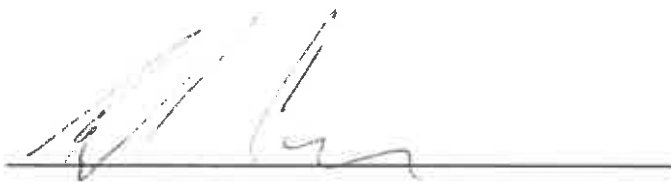
**Total Fee for the Duration of the Program: \$87,500**

### **Reimbursable Costs**

Reimbursable costs will include all out-of-pocket expenses that the City incurs during the life of this project which are eligible expenditures from grant funds. These reimbursable costs include, but are not limited to, copying, postage, photographs, advertising, fax transmissions, and note and mortgage filings. Mileage is not included. Overnight travel expenses are only included when authorized in advance by the City.

### **Direct Project Costs**

Direct project costs are soft costs directly associated with individual projects, including lead-based paint testing/clearance and energy audits. Thoma will provide these services directly or indirectly through a sub-consultant. Lead-based paint testing and clearance will be charged at a cost of \$750 per project. Energy audits will be charged at a cost of \$350 per project.



**Richard Cunningham, President**

#6

FY 2021 NYS CDBG

**City of Cortland:  
CDBG Housing Rehabilitation Program  
Administration and Program Delivery Services**

**Introduction**

Thoma Development Consultants has a depth of familiarity in the management of Community Development Block Grant (CDBG) Housing Rehabilitation Programs and can provide exceptional services to the City for its program. We have provided community development services for municipal customers for the past forty years and have worked with the City of Cortland on other CDBG housing projects, partnering with the City to foster an environment for a better tomorrow.

We have reviewed a copy of the City's Request for Proposals (RFP) and believe our firm is most qualified to carry out the proper program delivery and administrative tasks with respect to the City's newly awarded CDBG Grant for a City-Wide One- and Two-Unit Owner-Occupied Housing Rehabilitation Program.

Thoma will undertake the following tasks in administering the City of Cortland's CDBG Program to comply with the scope of services stated in the City's RFP:

**Task 1: Program Start Up- Thoma will complete the following tasks at the startup of the CDBG Grant Program:**

- Prepare the Environmental Review Record, which includes assisting the City in complying with the State Environmental Quality Review Act (SEQRA) and National Environmental Protection Agency (NEPA) requirements.
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- Develop an Eligible Contractors List, which includes advertising for contractors.
- Prepare/update the City's plans, such as Fair Housing, Administrative Plan, and other plans, related to the requirements of the CDBG Program.

*City of Cortland:  
CDBG Housing Rehabilitation Program  
Administration and Program Delivery Services*

**Task 2: Intake and Qualification of Program Participants for Rehabilitation Program- Under Task Two, Thoma will complete the following:**

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- Upon approval by the City and City Common Council, prepare grant amendments or modifications, as needed, and prepare Conflict of Interest Waivers.
- Prepare all reports required by the Office of Community Renewal (OCR) including status, annual performance, final reports, and close out.

**Program Schedule**

Thoma is familiar with the 24-month program schedule proposed in the City of Cortland's CDBG Grant application and is also familiar with the requirements placed on the City by the Office of Community Renewal (OCR) to complete this program by June 2023. Given the delayed start to the program, this deadline will be difficult to achieve. Thoma will expedite implementation of the program, but it is likely that a grant extension request will need to be made, although such requests are not automatically granted. Regardless of the completion deadline, Thoma's services will continue through grant completion, monitoring, and closeout, which will occur after the grant contract deadline.

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CDBG Housing Rehabilitation Program  
Administration and Program Delivery Services**

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**Total Fee for the Duration of the Program: \$87,500**

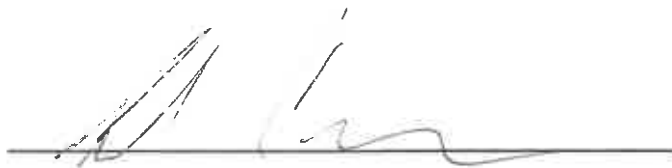
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**Richard Cunningham, President**



**SYRACUSE TIME & ALARM CO., INC.**

2201 BURNET AVE.  
SYRACUSE, NY 13206-2930

Ph: (315) 433-1234 · (800) 762-2667 · Fax (315) 463-5006

Email: jaurciuoli@syvertime.com Web: www.syvertime.com

**Service Agreement**

**CITY OF CORTLAND**  
**25 COURT STREET**  
**CORTLAND, NY 13045**

Start Date: April 01 2022

1 Inspections in Jun.,

Att **NICHOLAS DOVI**

PH (607) 756-7312

Salesperson: **JOHN A. URCIUOLI**

**FIRE ALARM EQUIPMENT**

| Qty | Model        | Location   | Description                  |            |
|-----|--------------|------------|------------------------------|------------|
| 1   | ILI-MB-E3    | 1          | CONTROL PANEL(ADDRS FIRE)    |            |
| 1   | DACT-E3      | 1          | DIGITAL COMMUNICATOR         |            |
| 3   | LCD-E3       | 1          | LCD KEYPAD (FIRE)            |            |
| 4   | ATD-RL2F     | 1          | ANALOG THERMAL SENSOR        |            |
| 29  | MS-7AF       | 1          | MANUAL STATION (ADDRESSABLE) |            |
| 75  | ASD-PL2F     | 1          | ANALOG PHOTO SMOKE DETECTOR  |            |
| 3   | ASD-PL2FR    | 1          | ANALOG PHOTO SMOKE DETECTOR  |            |
| 79  | B210LP       | 1          | SMOKE DETECTOR BASE          |            |
| 3   | DNR          | 1          | ANALOG DUCT DETECTOR         |            |
| 3   | RTS151       | 1          | REMOTE TEST STATION          |            |
| 3   | DST3         | 1          | SAMPLING TUBE                |            |
| 4   | AMM-2F       | 1          | ADDR MONITOR MOD             |            |
| 1   | MDL3R        | 1          | SYNC MODULE                  |            |
| 40  | P2R          | 1          | HORN/STROBE                  |            |
| 5   | P2RK         | 1          | HORN/STROBE- WEATHERPROOF    |            |
| 67  | SR           | 1          | STROBE                       |            |
| 1   | PM-9         | 1          | POWER SUPPLY-5 AMPS +        |            |
| 2   | HPFF8        | 1          | POWER SUPPLY-5 AMPS +        |            |
| 3   | AOM-2RF      | 1          | ADDR OUTPUT MOD              |            |
| 4   | AOM-2SF      | 1          | ADDR OUTPUT MOD              |            |
| 8   | PAM-1        | 1          | RELAY MODULE                 |            |
| 22  | DHS-24120C   | 1          | DOOR HOLDER                  |            |
| 4   | TRI-BD127    | 1          | BATTERY 12VOLT 7.2AH         |            |
| 2   | SLA1156      | 1          | BATTERY 12VOLT 34AH          |            |
| 1   | BC-1R        | 1          | BATTERY CABINET              |            |
| 5   | SSU03505     | 1          | GUARD                        |            |
| 4   | STI-1230-RED | 1          | STOPPER                      |            |
| 8   | SSU03500     | 1          | GUARD                        |            |
|     |              | Ref# 10308 | FULL COVERAGE                | \$2,530.00 |

**Locations and Notes**

1 ALTON B. PARKER..... REF# 10308 -

Provisions: ANNUALLY 100% CLSS REPORTING  
ANNUALLY 100% FUNCTION TEST LISTED DEVICES  
ANNUALLY 100% POWER CLEAN SYSTEM SMOKE DET  
*Other Available Options:*



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Att NICHOLAS DOVI

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Salesperson: JOHN A. URCIUOLI

Definition of Coverages

| Select Your Plan | Test & Inspect  | Standard         | Full |
|------------------|-----------------|------------------|------|
| <b>Testing</b>   | ✓               | ✓                | ✓    |
| <b>Cleaning</b>  | <b>Optional</b> | ✓                | ✓    |
| <b>Parts</b>     |                 | <b>Under \$5</b> | ✓    |
| <b>Labor</b>     |                 | ✓                | ✓    |
| <b>Travel</b>    |                 | ✓                | ✓    |

This coverage is only during normal business hours (8:00am – 5:00pm, Monday – Friday), excluding weekends and holidays. Labor performed outside our normal business hours will be charged in addition to this agreement (unless specified in this agreement) at a standard rate versus a premium overtime rate, providing the service will be covered by the PM Agreement.

These agreements do not cover incidents caused by accidents, fire, water, storm, negligence, vandalism, misuse, power failures, current fluctuations, lightning surges, daylight savings changes (unless specified in the agreement), acts of God, or any other causes external to the equipment.

Prevailing Wage Rates Apply. All billable hours invoiced at a Premium Rate.



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Start Date: April 01 2022

1 Inspections in Jun.,

Att **NICHOLAS DOVI**

PH (607) 756-7312

Salesperson: **JOHN A. URCIUOLI**

Ref: 10308

Quotation SubTotal: \$2,530.00

Taxes: \$0.00

Quotation Total: \$2,530.00

**Terms and Conditions:**

**Syracuse Time & Alarm Co., Inc. here in and after referred to as "S.T.A.";**

**WARRANTY:** All products sold by S.T.A. are third party products and are subject to the warranties and representations of the applicable manufacturers.

**WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**TITLE TO GOODS:** Title to goods noted herein being purchased, is retained by S.T.A. until such goods are paid for in full by the purchaser and only at that time will title then pass to the purchaser. You are responsible for any loss, theft or destruction of the goods noted above, that are delivered to your premises, until such time that full payment is made to S.T.A., for said goods.

**WORK SCHEDULE:** All installation, alteration, inspection, testing or other service of the equipment specified in this proposal may be performed any day of the week at the sole discretion of S.T.A. until completion, excluding holidays, and between the hours of 8 am and 5 pm, unless you direct otherwise, in which case you agree to pay S.T.A. any increased cost resulting from our performance of your request and/or adjusted work days or hours.

**PRICING TERMS:** Customer acknowledges and agrees S.T.A.'s quote and contract price is predicated on Customer's representation of the work being privately funded and that such quotation and contract price excludes an allowance for the payment by S.T.A. of any funds or monies for wage differences necessitated by fees, charges, prevailing wages or other assessments imposed by any governmental authority or person. If, subsequent to S.T.A.'s quotation, it is discovered the work is funded, in whole or in part, by any public funds, monies or grants, then Customer agrees to pay S.T.A. any additional and increased fees, charges and costs, as well as the wage differences for the payment of any prevailing wages in excess to those anticipated in this quotation or subsequent contract.

**FINANCE CHARGES:** Payment is due in full no later that thirty (30) day from the date of delivery to the buyer and such date will become the "due date". A finance charge of 1 1/2% per month will be added to any outstanding balance that remains unpaid after the due date. The finance charge will be computed on the 30<sup>th</sup> day, starting from the date and continuing until the entire balance due is paid in full. Buyer agrees to pay all costs incurred by S.T.A. of enforcing our rights against you including, but not limited to, reasonable attorney's fees.

**ADDITIONAL TERMS & CONDITIONS:** All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard industry practices. Any alterations from the goods and services indicated above involving additional costs will be executed only upon written orders, and will become an extra charge over and above the estimate. S.T.A. may charge you a restocking fee for the return of any non-defective merchandise. We will not be liable for any damages or any loss sustained by you as a result of a delay in the installation of any equipment, equipment failure or other interruptions due to electrical outages, strikes, accidents, walkouts, acts of God and other causes beyond our control. You warrant that the person signing this proposal for you has the authority to do so. This proposal may be withdrawn if it is not signed and returned to S.T.A. prior to the expiration date noted above and may be superseded by a separate sales and/or service agreement between the parties.

**YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS PROPOSAL WHICH ARE HEREBY ACCEPTED INCLUDING TITLE TO GOODS AND THE SUBSEQUENT PAYMENT DUE AS NOTED ABOVE. SYRACUSE TIME & ALARM CO., INC. IS UNDER NO OBLIGATION TO ACT UNDER THE TERMS OF THIS PROPOSAL UNTIL A SIGNED COPY OF THIS PROPOSAL HAS BEEN RECEIVED BY US PRIOR TO THE EXPIRATION DATE.**

*Licensed by N.Y.S. Department of State #12000032805*

\_\_\_\_\_  
SIGNATURE

*John A. Urciuoli*  
\_\_\_\_\_  
SALES REPRESENTATIVE

\_\_\_\_\_  
PRINT YOUR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Purchase Order Number



3/17/2022

CITY OF CORTLAND BLDG & GROUNDS DEPT  
25 CT ST  
CORTLAND, NY 13045  
RE: Planned Maintenance Proposal

Dear NICK DOVI,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

*John Pecori*

John Pecori  
PM Territory Manager  
Office: (518) 935-2881  
Cell: (518) 915-5846  
Email: john.pecori@cummins.com



Cummins Inc.  
 6193 Eastern Ave  
 Syracuse, NY 13211  
 Phone: (315)437-2751  
 Fax:

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

| Customer Address                     | Customer Contact           | Quote Information |             |
|--------------------------------------|----------------------------|-------------------|-------------|
| CITY OF CORTLAND BLDG & GROUNDS DEPT | Name: NICK DOVI            | Quote Date:       | 3/17/2022   |
| 25 CT ST                             | Phone: (607) 543-0485      | Quote Expires:    | 5/16/2022   |
| CORTLAND, NY 13045                   | Cell:                      | Quote ID:         | QT-12291    |
| Customer #: 526725                   | Fax: (607) 753-0385        | Quoted By:        | John Pecori |
| Payment Type: Pay As You Go          | E-mail: ndovi@cortland.org | Quote Term:       | 5 Year      |

| Site Name: Parker Elementary<br>(25 CT ST CORTLAND NY 13045) |                      |              |            |                        |                |        |
|--|----------------------|--------------|------------|------------------------|----------------|--------|
| Unit Name:   | Make:                | Model:       | S/N:       | Size:                  | ATS Qty:       | Notes: |
| Parker Elementary  | Onan                 | GGHH         | F110219657 | 100kW                  | 1              |        |
| Year   | Month of 1st Service | Service Type | Qty        | Sell Price             | Extended Price |        |
| 1  | September            | Inspection   | 1          | \$351.10               | \$351.10       |        |
| 1  | March                | Full Service | 1          | \$633.69               | \$633.69       |        |
|  |                      |              |            | Year 1 Total: \$984.79 |                |        |
| 2  | September            | Inspection   | 1          | \$351.10               | \$351.10       |        |
| 2  | March                | Full Service | 1          | \$633.69               | \$633.69       |        |
|  |                      |              |            | Year 2 Total: \$984.79 |                |        |
| 3  | September            | Inspection   | 1          | \$351.10               | \$351.10       |        |
| 3  | March                | Full Service | 1          | \$633.69               | \$633.69       |        |
|  |                      |              |            | Year 3 Total: \$984.79 |                |        |

**Total Agreement Amount:\*** **\$2,954.37**  
*\*Quote does not include applicable taxes*





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 Phone: (315)437-2751

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| Customer #: 526725                   | Fax: (607) 753-0385        | Quoted By:        | John Pecori |
| Payment Type: Pay As You Go          | E-mail: ndovi@cortland.org | Quote Term:       | 5 Year      |

**Total Agreement Amount:\*** **\$2,954.37**  
*\*Quote does not include applicable taxes*

**Total Agreement Amount Does Not Include Applicable Taxes. Please Email cpspm@cummins.com for invoice total prior to sending payment.**

**Please return signed agreement to:**  
 Cummins Inc.  
 Attn: Planned Maintenance Department  
 155 Rittenhouse Circle  
 Bristol, Pa 19007

Email: cpspm@cummins.com  
 Email: cpspm@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

|  |                              |
|--|------------------------------|
| <b>Customer Approval (Quote ID QT-12291)</b> | <b>Cummins Inc. Approval</b> |
|--|------------------------------|

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

**1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

**2. CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

**3. PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

**4. DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

**5. WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

**6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**7. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**8. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**9. GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**10. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**11. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**12. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**13. MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

**14. ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

**15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

# Generator Planned Equipment Maintenance



## INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

### COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

### INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

### GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

### AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

### SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

### INCLUDES INSPECTION

#### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

#### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

**Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.**

**To Accept and Recognize Donations to Cortland Youth Bureau  
April 2022**

WHEREAS, donations have been given to the Cortland Youth Bureau, AND

WHEREAS, the Common Council must accept and allocate such funds, AND

WHEREAS, the Mayor, Common Council and Cortland Youth Bureau wish to publicly recognize these donations and the generosity of the donors, NOW, THEREFORE, BE IT RESOLVED, that the Common Council accepts the donations listed below, and appropriates funds to the Cortland Youth Bureau operating budget accounts outlined below.

| <b>Donor</b>              | <b>Amount</b> | <b>Project/Event</b>     | <b>Budget Line</b> |
|---------------------------|---------------|--------------------------|--------------------|
| Tom Michaels              | \$500.00      | Youth Center Field Trips | A7320.5400.00      |
| CNY Community Foundations | \$5,000.00    | Youth Center Furniture   | A7310.5405.02      |



CENTRAL NEW YORK  
COMMUNITY FOUNDATION

March 30, 2022

Sarah White  
Cortland Youth Bureau  
35 Port Watson St  
Cortland, NY 13045

Dear Ms. White:

The Central New York Community Foundation is pleased to make a grant of \$5,000.00 to your organization from the Cortland Bright Ideas grant program, which we administer. ***This gift is designated for reimagining the Youth Center.***

This grant should not be accepted if it will not fully be used for the charitable purposes specified above. Please notify us immediately if that is the case. If you have any questions, please contact the Community Foundation.

Additionally, an update on your use of these funds and any pictures once the project is complete is required in order for you to be eligible for future Bright Ideas grants. The online form for follow up will be provided to you in separate correspondence.

More than ninety years ago, people of heart and vision founded the Central New York Community Foundation to connect the generosity of donors with community needs. We are proud to be a facilitator in supporting the ongoing efforts of your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Dunn", written over a large, light-colored circular mark.

Peter A. Dunn  
President and CEO

Enclosure: Check #459221