



City Council Minutes
The City of Cortland
October 16, 2012

Council Meeting #19
October 16, 2012
Regular Session
City Hall
7:00 PM

Present: Aldermen Bennett, Bird, Dye, Ferguson, Quail, Silliman, Ferrer and Michales.

Staff Present: Corporation Counsel Kelly Colasurdo, Director of Administration & Finance Mack Cook, Deputy Director of Administration & Finance Lori Crompton, City Clerk Judith Chamberlin.

Regular Session

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

PLEDGE OF ALLEGIANCE

Public Comments

There was no one to speak.

Minutes

Mayor Tobin asked if there were any changes or corrections of the minutes of October 2, 2012.

RESOLUTION #186 Of 2012 – Minutes of October 2, 2012.

By: Alderman Ferrer
Seconded: Alderman Bird

Approved: Ayes – 8
Nays – 0

Bills were reviewed.

Mayor Tobin noted that typically Ward Reports are not done at the second Common Council meetings of the month, however, with the election being the same day as the next scheduled meeting, perhaps that could be done now.

Ward Reports

Ward 3 – Alderman Dye

Alderman Dye had nothing to report.

Ward 8 – Alderman Michales

Alderman Michales stated that the Housing Committee met last Wednesday. Since setting Up the Committee, it has encountered several road blocks. These road blocks all seem to lead back to the Code Office. The Committee decided to take a look at how the Code Office is structured and what could be done to improve on efficiencies and gain some continuity that seems to be missing. The next Common Council meeting will be October 24th.

Alderman Silliman made note of the fact that the issues in the Code Office is only in regards to fee structure and not in regard to any employees in the Code Office.

Ward 1 – Alderman Bird

Alderman Bird said it was quiet in her Ward.

Ward 3 – Alderman Dye

Alderman Dye noted his Ward was quiet as well.

Ward 2 – Alderman Silliman

Alderman Silliman said the second and third Wards will be holding a meeting to discuss the budget; her hope was to have constituents come and voice their opinion. Mack Cook, Director of Administration and Finance will be there. The venue is possibly the Beard Building on October 29th, but that has not been secured as yet.

Ward 7 – Alderman Ferguson

Alderman Ferguson stated that she marched in Syracuse for Social Security, Medicare and Medicaid. She also held a Ward meeting and would like to thank Police Chief Catalano for his presentation. The Eighth Ward would like to work with the Second and Fifth Wards to get some ideas from them as to how their Neighborhood Watch Programs are run. The programs in those Wards are very successful.

Anne Doyle will be holding a meeting in her Ward tomorrow night on Neighborhood Watch.

Ward 6 – Alderman Ferrer

Alderman Ferrer noted that things are quiet in his Ward. He has organized a finance advisory committee in conjunction with a fire commission meeting for October 25th at 6:30 in the Mayor's Conference Room at City Hall.

Ward 5 – Alderman Quail

Alderman Quail stated that the Fifth Ward has a Neighborhood Watch meeting planned for this Thursday at the Daily Grind at 6:30. A Ward meeting is being planned and he will get that information out in an email, which will be the third Tuesday in November.

Mayor Tobin noted that, as Alderman Silliman pointed out, there will be a meeting on Monday, October 22, 2012 to talk about the crows and a web page will be set up in a couple days. He asked that residents email the site if there is a crow problem in their neighborhood at crows@cutland.org. If it can be identified where the crows roosted last year, plans can be made ahead to discourage them from nesting in the City this winter.

Mayor Tobin also noted, as at the last meeting, if any residents are having trouble keeping up with yard work they can call or email the Mayor. Students are available to assist in raking leaves. He can be reached at 745-3013. Swimmers from the college are doing leaf raking in an effort to help the community.

Mayor Tobin also stated that something to talk about, which Council has been informed about, and Council may want to discuss the issue tonight or it may be at another time. There has been some concern and discussion regarding housing, and the definition on the three unrelated law, when it should be enforced, and other issues stemming from the three unrelated law. Corporation Counsel has come forward with an opinion that the grandfathering date for non-conforming properties shall be 2003, consistent with when the definition of a functional family was last changed within the City Code. The other option was going with 1988. If that is something Council would like to discuss and consider, it can be discussed publicly and if anyone would like more information from Corporation Council as to why one date is better than another Council could go into Executive Session tonight. A decision does not need to be made at this time.

Alderman Michales asked if that should be added to the Agenda as Item #7.

Alderman Silliman asked if it could be postponed and discussed at the next meeting, given what is already on this Agenda and the debates tonight.

Alderman Quail recommended postponing the discussion in order to give the members of Common Council time to meet with and speak to Corporation Council.

Alderman Michales noted there should be an additional part to Item #3.

Mayor Tobin noted, that was in regards to Chris Bistocchi's agenda item regarding Public Works, a change of positions, which will be discussed further. It can be an item for Executive Session or it can be discussed publicly a bit about what has been going on in regards to the Public Safety Department. He asked if Council would like it listed as an Agenda item or if Council would like to get more details on it first. There has been some discussion for a couple months on whether to dissolve the Public Safety Department,

potential plans and movement of an employee. The item will be touched upon later in the meeting.

AGENDA:

Item # 1 – Application for Sound Device Permit for speakers and DJ at 183 Tompkins Street on November 12, 2012 from 2:00 to 6:00 PM

Mayor Tobin noted that the application listed the wrong date, that Saturday is November 10th. The 12th is a Sunday.

By: Alderman Ferrer
Seconded by: Alderman Bennett

Chief Catalano was asked if he was okay with it, to which he responded no. Alderman Bennett noted that he was not okay with it either. The applicant is at a duplex across from York Street. After the Cortaca Jug game, anywhere from a thousand to three thousand people might be walking downtown and back. Parking might be an issue. Alcohol was a concern. There was no one to speak about the request. This is a residential neighborhood, and that weekend is an exceptionally busy weekend.

RESOLUTION #187 OF 2012 – The application for a sound device permit for 183 Tompkins Street (Nishimura) is **denied**.

Approved: Ayes – 0
Nays - 8

Agenda Item #1 was defeated.

Item #2 – Review and discussion of the 2013 Parking Proposal (Adam Megivern)

To speak was Adam Megivern of the Downtown Partnership. He gave a power point presentation clearly illustrating how City lots would be changed. Parking has been an issue as long as Mr. Megivern has been Executive Director, and since his office issues parking permits, it has collected a lot of data regarding the problem of people not knowing when to park and where. There is a lack of overnight parking and a lack of reserved parking. Potential developers of the downtown area have expressed the fact that they are not interested in bringing business into downtown when there is no place to park. Often times the people who pay for a parking permit cannot find a spot to park. Some parking spaces are taken up with dumpsters behind certain businesses.

Alderman Silliman asked where Mr. Megivern would suggest that the dumpsters be placed, to which he responded that in speaking with Leach's Custom Trash Service, some dumpsters could be consolidated. Alderman Silliman also questioned if any residential parking was available behind the buildings on Main Street for people that lived in the upper

levels. Mr. Megivern indicated that a resident of the upper levels would much rather be able to view their vehicles.

Alderman Quail asked if there was a waiting list to obtain a parking permit, to which Mr. Megivern answered no, they do not sell more permits than what spaces are available, but it is getting close to that point, which is why the Partnership would like to see the City free up more spaces.

Alderman Michales asked what would be done as far as cars parked during the day. Mr. Megivern explained that an overnight parking permit would only include certain hours. Typically the overnight permit would not be valid after 7:00 AM.

Alderman Bennett inquired about the number of six month parking passes issued, to which Mr. Megivern did not have an actual number. Some downtown businesses do pay for the six month permits for their employees at a savings.

Alderman Quail asked how much of the Groton Avenue parking lot was in consideration for freeing up. He noted that the lot is usually full of restaurant customer parking. The Partnership would like to encourage as much use as possible in that lot.

Mayor Tobin sought clarification on the number of parking spaces that would become reserved and which spaces would be designated for odd/even parking. The Mayor's suggestion was to discuss the parking item at the next department head meeting, along with Police Chief, Fire Chief, Chris Bistocchi from Public Works, and John McNerney of the Youth Bureau, and to follow up internally, and then bring that back to the next Common Council meeting and pick a date for further public discussion.

RESOLUTION #188 OF 2012 – Resolution to abolish one laborer position at the Department of Public Works (Chris Bistocchi)

By: Alderman Ferrer
Seconded: Alderman Silliman

Approved: Ayes – 8
Nays – 0

To speak was Chris Bistocchi. If the position could be abolished and the hiring freeze lifted, it would allow for the hiring of a Motor Equipment Operator. The laborer position is an entry level position which does not require a CDL license. Two laborers will be promoted to MEO Light by December 1st to assume snow removal responsibilities.

RESOLUTION #189 OF 2012 – Resolution to lift the current hiring freeze in order to create one entry level MEO Light position in the Department of Public Works

By: Alderman Quail
Seconded: Alderman Bennett

Approved: Ayes – 8

Nays – 0

RESOLUTION #190 OF 2012 – Resolution to create one entry level Motor Equipment Operator Light position and lift the hiring freeze to fill said position in the Department of Public Works

By: Alderman Silliman
Seconded: Alderman Bird

Approved: Ayes – 8
Nays – 0

RESOLUTION #191 OF 2012 – Resolution to modify the emergency home repair guidelines to allow a homeowner to receive assistance twice in their lifetime, with at least five years between projects – (Thoma Development)

By: Alderman Silliman
Seconded: Alderman Quail

Approved: Ayes – 7
Nays – Alderman Bird

Mayor Tobin noted that Linda Armstrong from Thoma Development was not present to speak, but he did speak with her about this item. An 88 year old widow received assistance once to repair the foundation of her home, and according to the current guidelines, if a person receives assistance once, that person cannot apply for assistance again.

Item #6 – Discussion of the Public Safety Department. The Public Safety Department encompassed three employees, including the Superintendent. A couple of years ago, the Superintendent retired, and a second employee retired, leaving just one person to work in that department. After some discussion, the conclusion was made that some of the duties of Public Safety could be assigned to a different department. It was discussed moving that one employee to another department, and determining what responsibilities should be shifted elsewhere. Moving that employee would enable the City to keep a valued employee and allow the City to perhaps run more efficiently. The City should be able to move employees into a position where they are a better fit, if there is a potential need in another department. The employee is a bargaining unit member, but the City needs to have the right to manage the work responsibilities and put people where they rightfully belong in order to keep them employed. Further information became available to us yesterday, and it was determined this should be discussed in executive session.

Mayor Tobin explained the chain of command. Employees of the Public Safety Department report to the Superintendent, however since the Superintendent retired, the employee reports directly to the Mayor; the Mayor should be able to reassign that employee without negotiations. The employee is fully supportive of the move, but in looking at the agreement there may be some stipulations attached to the move.

Motion to go into Executive Session

By: Alderman Bird
Seconded: Alderman Ferrer

Approved: Ayes – 8
Nays – 0

Motion to come out of Executive Session

By: Alderman Bird
Seconded: Alderman Ferrer

Approved: Ayes – 8
Nays – 0

Resolution #192 of 2012 – Resolution to authorize the Mayor to enter into a Memorandum of Agreement between the City of Cortland and the Cortland Professional Firefighter's Association

By: Alderman Silliman
Seconded: Alderman Quail

Approved: Ayes – 7
Nays – Alderman Ferrer

Alderman Michales had a question about an item that was discussed several meetings ago regarding the two intersections, one being Elm Street and Greenbush and the other being Central Avenue and Greenbush. The Public Safety Commission passed the change, but the change never occurred. Since that time, there was another accident at the intersection of Greenbush and Elm. During the evening the traffic light switches to a red light flashing one way and a yellow light flashing the other way.

Mayor Tobin will look into the minutes of the Public Safety Commission and follow up on this issue.

The Mayor asked the council to consider the appointment of someone to the Planning Commission since they have a meeting scheduled for next week.

Item #8 – Consideration to approve the appointment of Denise Bushnell to the City Planning Commission

RESOLUTION #193 OF 2012- Resolution to approve the appointment of Denise Bushnell to the City Planning Commission

By: Alderman Bennett
Seconded: Alderman Bird

Approved: Ayes – 8

Nays – 0

A letter distributed to the Common Council addressed some things of concern. The current budget proposal is dependant on a couple of things. The State Aid revenue will remain flat, as well as the City sales tax, which will put a strain on property taxes. The City did have a couple people retire this year, but the biggest possible savings would be to join the Tompkins County Health Consortium.

Public comments

Director of Administration and Finance Mack Cook noted that the budget is posted on line, a copy can be viewed at the library, and a copy is filed in the City Clerk's Office. NYCOM is meeting tomorrow in Syracuse to ask the Governor for reconsideration of a zero increase in State aid. If the Governor would allow us the rate of inflation, just 2.9%, the City would only need to raise the tax levy by one percent. He asked for a resolution to present this to the Governor.

RESOLUTION #194 OF 2012 – To accept the Mayor's tentative 2013 budget for the City of Cortland. (Mack Cook) (Charter formality which does not imply the budget has actually been adopted.)

By: Alderman Quail
Seconded: Alderman Silliman

Approved: Ayes – 8
Nays – 0

Alderman Bird made note that the City of Cortland, the Downtown Partnership and Omega Phi Beta have a scheduled a community clean up day for the day after the Cortaca Jug game, Sunday, November 11th, from 10:00 AM to 12:00 PM. If anyone has questions, please contact Colleen Murphy at the Downtown Partnership.

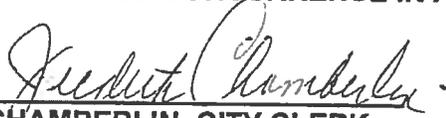
Adjournment

By: Alderman Ferrer
Seconded: Alderman Quail

Approved: Ayes – 8
Nays - 0

I, JUDITH CHAMBERLIN, CITY CLERK OF THE CITY OF CORTLAND, NEW YORK DO HEREBY CERTIFY THAT SAID RESOLUTIONS WERE ADOPTED BY THE COMMON COUNCIL AT A REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF CORTLAND, HELD ON THE 18th DAY OF SEPTEMBER, 2012. I FURTHER CERTIFY THE FOREGOING RESOLUTIONS WERE PRESENTED TO THE MAYOR IN THE TIME

REQUIRED FOR HIS CONCURRENCE IN ADOPTION OR REJECTION BY VETO
POWER.



JUDITH CHAMBERLIN, CITY CLERK

MAYOR TOBIN

ABSTRACT OF AUDITED VOUCHERS, TO BE PAID DECEMBER 01, 2012

| CLAIMANT | DESCRIPTION | CODE NUMBER | VENDOR # | AMOUNT | TOTAL | |
|--|-------------------------------|---------------|----------|-------------|--------------------|------------|
| MAYOR | | | | | | |
| STEVEN RHEA | MILEAGE | A-1210-403-00 | 52300 | \$39.68 | \$39.68 | |
| ASSESSMENT | | | | | | |
| DAVID BRIGGS | CONTRACT - DECEMBER | A-1355-415-00 | 6830 | \$1,600.00 | \$1,600.00 | |
| LAW | | | | | | |
| HICKEY & GATES LLC | PROFESSIONAL SERVICES | A-1420-415-00 | 28567 | \$2,097.35 | \$7,419.45 | |
| HICKEY & GATES LLC | PROFESSIONAL SERVICES | A-1420-415-00 | 28567 | \$2,290.60 | | |
| HISCOCK & BARCLAY | PROFESSIONAL SERVICES | A-1420-415-00 | 28643 | \$1,316.00 | | |
| HISCOCK & BARCLAY | PROFESSIONAL SERVICES | A-1420-415-00 | 28643 | \$1,715.50 | | |
| BUILDING AND GROUNDS | | | | | | |
| JOHNSTON PAPER | MULTIFOLD TOWELS,PAPER TOWELS | A-1620-405-00 | 33147 | \$968.89 | \$1,822.47 | |
| AMES LINEN | KWIK WASH | A-1620-405-02 | 2500 | \$98.00 | | |
| 1 D BOOTH | PLUGS | A-1620-407-00 | 30100 | \$3.74 | | |
| KELLOGG AUTO SALES | BATTERIES FOR GENERATORS | A-1620-407-00 | 34400 | \$337.00 | | |
| AMES LINEN | MATS | A-1620-415-00 | 2500 | \$129.56 | | |
| CINTAS | ON SITE SHREDDING | A-1620-415-00 | 45182 | \$57.28 | | |
| SYRACUSE TIME & ALARM | LEAK TRRROUGH SMOKE DECT. | A-1620-415-00 | 61103 | \$228.00 | | |
| CENTRAL SERVICE / COPY MACHINES | | | | | | |
| COMDOC INC. | COPIER LEASE - FINANCE | A-1670-415-00 | 11452 | \$159.00 | | \$436.18 |
| EASTERN COPY PRODUCTS | COPIES - MAYOR | A-1670-415-00 | 19375 | \$10.02 | | |
| EASTERN COPY PRODUCTS | COPIES - FINANCE | A-1670-415-00 | 19375 | \$267.16 | | |
| DATA PROCESSING | | | | | | |
| CDW GOVERNMENT | DATA CART. | A-1680-415-00 | 10631 | \$161.10 | \$2,083.40 | |
| CDW GOVERNMENT | FILE MAKER | A-1680-415-00 | 10631 | \$302.30 | | |
| CDW GOVERNMENT | ELECTRONIC DISB. | A-1680-415-00 | 10631 | \$140.00 | | |
| IV4 INC. | WATCHGUARD FIRE WALL | A-1680-415-00 | 31600 | \$135.00 | | |
| IV4 INC. | NEW POLICE DOMAIN CONTROLLER | A-1680-415-00 | 31600 | \$315.00 | | |
| IV4 INC. | WARRANTY - HARDWARE | A-1680-415-00 | 31600 | \$305.00 | | |
| THE CORTLAND CONNECTION | MONTHLY SERVICE | A-1680-415-00 | 60055 | \$600.00 | | |
| THE CORTLAND CONNECTION | UPDATE STYLE SHEET | A-1680-415-00 | 60055 | \$125.00 | | |
| ANIMAL CONTROL | | | | | | |
| CORTLAND COUNTY SPCA | CONTRACT - DECEMBER | A-3510-415-00 | 13400 | \$6,708.33 | | \$6,708.33 |
| DPW | | | | | | |
| CASELLA WASTESYSTEMS INC. | FRONT LOADING | A-8160-415-00 | 52201 | \$665.00 | \$24,390.88 | |
| CASELLA WASTESYSTEMS INC. | CONTRACT - 10/01 - 10/31/12 | A-8160-415-00 | 52201 | \$23,725.88 | | |
| TOTAL | | | | | \$44,500.39 | |

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: Wickwire Pool Trust Fund Deposit

DATE: October 18, 2012

As you are fully aware the Wickwire Pool Fundraising committee has been busy seeking donation for the renovation of Wickwire Pool. I would like to ask the common council to accept and recognize the following donations from local business and individuals:

| <i>Donation</i> | <i>Amount</i> |
|--|-------------------------------------|
| <i>The Siegle Foundation, Inc.</i> | <i>\$500.00</i> |
| <i>Marilyn E. Miller</i> | <i>\$ 20.00</i> |
| <i>Place Insurance</i> | <i>\$250.00</i> |
| <i>Don and Carol Reed</i> | <i>\$100.00</i> |
| <i>Youth Center Band Benefit Concert</i> | <i>\$204.00 (cash)</i> |
| <i>Wickwire Pool Calendar sales from Cortland Community Center project</i> | <i>\$180.00 (cash & checks)</i> |
| <i>Donation bin collections</i> | <i>\$ 67.00 (cash)</i> |

Total Donations = \$1,321.00

Funds should be deposited into the Wickwire Pool Trust Fund. Attached are copies of the checks for your records. Feel free to contact me with any questions at 753-3021 ext.23.

THE SIEGLE FOUNDATION INC
607-749-4363
75 S MAIN ST
HOMER, NY 13077

1470
80-568/1012

9/29/12 Date

Pay to the Order of Cortland Youth Bureau

\$ 500 $\frac{XX}{XX}$

Five hundred and $\frac{XX}{XX}$

Dollars



UMB Bank, N.A.
Warsaw, MO

For donation - pool fund

Stan H. Siegle

MARILYN E MILLER
PH. 607-749-3177
14 BRAESIDE DR.
HOMER, NY 13077

60-284/213

2588

DATE Oct 7/12

PAY TO THE ORDER OF Cortland youth Bureau \$ 20.00

Twenty dollars $\frac{00}{100}$ DOLLARS

TOMPKINS TRUST COMPANY



MEMO Wickwits Pool Trust Marilyn E. Miller

DONALD P. NEED
 CAROL E. NEED
 8894 NY 811 818
 CORTLAND, NY 13045

3791
 10-7042223

10/16/12

Pay to the Order of Cortland Youth Bureau \$ 100.00

One Hundred and no/100 Dollars

NIAGARA

For Wickwire Pool project Donald P. Need

1500

PLACE INSURANCE AGENCY INC.
 P.O. BOX 10
 CORTLAND, NY 13045-0010

 **Alliance Bank**
 84-991-213

10/16/2012

PAY TO THE ORDER OF Wickwire Pool Trust Fund \$ 250.00

Two Hundred Fifty and 00/100 DOLLARS

Wickwire Pool Trust Fund
 35 Port Watson St.
 Cortland, NY 13045

VOID AFTER 90 DAYS


 AUTHORIZED SIGNATURE

MEMO
 Donation

CORTLAND FIRE DEPARTMENT

BUDGET MEMORANDUM

DATE: 10/15/12

The Cortland Fire Department is in receipt of a deposit from FEMA in the amount of \$60,173 for reimbursement for costs associated with the SAFER grant. I am requesting the monies be appropriated as follows:

TRANSFERRED TO

ACCOUNT #: A3410-101 (Payroll)

AMOUNT: \$9,879

ACCOUNT #: A3410-405 (Operations)

AMOUNT: \$2,430.24

ACCOUNT #: A3410-415 (Contractual)

AMOUNT: \$28,113.76

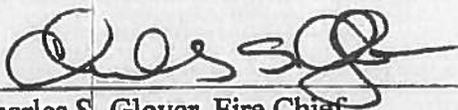
ACCOUNT #: A3410-420 (Firefighter Gear - Career)

AMOUNT: \$9,875

ACCOUNT #: A3410-421 (Firefighter Gear - Volunteer)

AMOUNT: \$9,875

APPROVED BY:


Charles S. Glover, Fire Chief

CORTLAND FIRE DEPARTMENT

BUDGET MEMORANDUM

DATE: 11/8/12

The Cortland Fire Department is in receipt of a deposit from FEMA in the amount of \$2,066 for reimbursement for costs associated with the SAFER grant. I am requesting the monies be appropriated as follows:

TRANSFERRED TO

ACCOUNT #: A3410-415 (Contractual)

AMOUNT: \$2,066

APPROVED BY:


Charles S. Glover, Fire Chief

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective _____, 2012, by and between **The City of Cortland, NY** ("Landlord") and **Madison/Cortland ARC** ("Tenant").

Landlord is the owner of land and improvements commonly known as the Armory located on Wheeler Avenue, Cortland, New York. Under this agreement, Landlord makes available for lease a portion of the building designated as the Offices, Kitchen and Classrooms, together with shared use of adjoining restrooms and parking as set forth herein (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord, for the term, at the rental, and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning _____, 2012 and ending December 31, 2015. Landlord shall use its best efforts to give Tenant possession as early as possible at the beginning of the Lease term. Tenant shall make no claim against Landlord for any such delay.

2. Rental

In the interest of community support, the Landlord is granting the Tenant use of the Leased Premises at \$600.00 a month during the term of the Lease.

3. Use

Tenant shall make use of the property for such activities that serve the best interest of the residents of the City of Cortland and the Tenant's clients.

4. Sublease and Assignment

Tenant shall have the right without Landlord's consent to allow the use of the Leased Premises by one or more community organizations operating under the auspicious of the City of Cortland. Any other sublease or assignment by Tenant shall only be effective upon the written consent of Landlord.

5. Repairs and Maintenance

During the Lease term, Tenant shall provide, at Tenant's expense, all necessary repairs to and maintenance of the Leased Premises, except as set forth herein. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Landlord shall be responsible for major mechanical systems and roof repairs and maintenance. Landlord shall provide snow plowing of the parking area in accordance with its normal operating activities; notwithstanding the foregoing, Tenant shall at its own expense provide any additional snow and ice removal adequate for its needs and the needs of its invitees.

6. Condition of the Leased Premises; Alterations and Improvements

(a) Prior to use of the Leased Premises (including both interior and exterior areas), Tenant shall inspect the same and make such alterations and improvements, at its expense, as Tenant deems necessary for Tenant's use of the Leased Premises. Prior to making such alterations and improvements, Tenant shall submit a description of the same to Landlord for Landlord's approval, which shall not be unreasonably withheld.

(b) Tenant shall have the right to place and install personal property, equipment and other temporary installations in and upon the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Insurance

- A. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Tenant shall be responsible for the costs of repair not covered by insurance.
- B. Landlord shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or

before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the building.

8. Signs

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

9. Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

10. Parking

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways and footways subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

11. Building Rules

Tenant will comply with the rules of the building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

12. Damage and Destruction

Subject to Section 7A above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. The provisions of this paragraph extend not only to the matters aforesaid, but also any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

13. Landlord's Covenants: Quiet Possession

Landlord covenants and warrants only that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

14. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

The City of Cortland
Office of Administration and Finance
25 Court Street
Cortland, NY 13045
607-749-0678

If to Tenant:

Madison/Cortland ARC
701 Lenox Ave.
Oneida, NY 13421
315-363-3389

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

15. Headings

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

16. Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

17. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

18. Compliance With Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

19. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

The City of Cortland, NY

By: _____

Madison/Cortland ARC

By: _____

AGREEMENT

THIS AGREEMENT made effective the 1st day of January, 2013, by and between the **COUNTY OF CORTLAND**, a municipal corporation, having its principal place of business located at 60 Central Avenue, County Office Building, Cortland, New York, hereinafter referred to as the "County", and the **CITY OF CORTLAND**, a municipal corporation, having its principal place of business at the City Hall, 25 Court Street, Cortland, New York, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the County of Cortland currently imposes a sales tax on retail sales and other similar transactions and compensatory use taxes in Cortland County, all as authorized by §1210 of the Tax Law of the State of New York, and

WHEREAS, it has been the desire of the County of Cortland and the City of Cortland to set aside specific percentages of all sales tax revenues for county purposes and distribute the remaining sales tax revenue with the City of Cortland and the various other municipalities of the County of Cortland, and

WHEREAS, the parties have entered into an agreement dated June 29, 2012 for the collection and distribution of the sales tax as described in Article 28 and 29 of the Tax Law of the State of New York effective June 1, 2013 and continuing in effect for the next five (5) years, and

WHEREAS, the present Agreement dated March 1, 2007 between the parties for the collection and distribution of the sales tax as provided in Article 28 and 29 of the Tax Law of the State of New York expires December 31, 2012, and

WHEREAS, the parties are desirous of extending the agreement dated March 1, 2007 and expiring December 31, 2012 for an additional five (5) months.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. The terms and conditions of a Sales Tax Agreement dated March 1, 2007 between the County of Cortland and City of Cortland, and approved by the State Comptroller on July 12, 2007, is hereby extended to May 31, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers and its corporate seals affixed the day and year first above written.

DATED: _____

THE COUNTY OF CORTLAND

By: _____
Michael Park, Chairman
Cortland County Legislature

DATED: _____

By: _____
Brian Tobin, Mayor
City of Cortland