



City Council Minutes
The City of Cortland
December 18, 2012

Council Meeting #23

December 17, 2012
Regular Session
City Hall
7:00 PM

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

In Mayor Tobin's absence, Alderman Dye chaired the meeting.

Staff Present: Corporation Counsel Kelly Colasurdo and Director of Administration & Finance Mack Cook.

Regular Session

Deputy Mayor Dye called the twenty-third Common Council meeting of the year to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

Public Comments

Deputy Mayor asked that each speaker limit their time to three minutes.

To speak was Mike Doughty on behalf of the Public Works Department tonight. We unanimously support the position of Deputy Superintendent of Public Works and we feel it is an important position; we have collapsed several departments into the Department of Public Works. Chris Bistocchi's work load has increased dramatically and the individual up for this appointment, Nicholas Dovi is an excellent person for the position.

Nest to speak was Frank Kelly, co-chair of the City's Environmental Advisory Committee. The Council was sent a memo in regards the third item on tonight's agenda, the concern about using the brine. We are not opposing the proposal, we have much respect for both Chris Bistocchi and Pat Reidy, but we have listed some concerns and questions. I ask that the memo be read into the minutes.

Common Council – December 18, 2012

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City of Cortland

MINUTES

Minutes of the December 4th meeting, changes or corrections.

RESOLUTION #211 OF 2012 – Minutes of the December 4, 2012 meeting.

Motion By: Alderman Ferrer
Seconded By: Alderman Quail

Approved: Ayes – 8
Nays – 0

Bills were reviewed.

Mayor's Report

The Mayor is in Puerto Rico and did not have a report to be read.

PINK SHEET sign off on some retroactive pay on a CSEA contract.

Item #1 – Consideration of a Resolution to authorize the Mayor to execute an agreement between the City of Cortland and the Town of Cortlandville for services rendered by the Cortland Youth Bureau from January 1, 2013 through December 31, 2013 (John McNerney)

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 8
Nays – 0

RESOLUTION #212 OF 2012 – Resolution to authorize the Mayor to execute an agreement between the City of Cortland and the Town of Cortlandville for services rendered by the Cortland Youth Bureau from January 1, 2013 through December 31, 2013 (John McNerney)

Item #2 – Consideration of a Resolution to recognize as revenue received \$30,543.00 from FEMA for reimbursement of costs expended for the City's Fire Prevention Smoke Detector Program grant and appropriate said monies (Chief Glover)

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

Approved: Ayes – 8
Nays - 0

Fire Chief Chuck Glover was present to explain that the Fire Department had applied for a grant after doing a brief survey of a couple streets to assess the need for smoke detectors. The smoke detectors were then distributed to the homes determined to be in need. In conjunction with that, the Fire Department this past weekend rode around to see if they could go into single family homes to install smoke detectors, and that went very well.

RESOLUTION #213 OF 2012 – Resolution to recognize as revenue received \$30,543.00 from FEMA for reimbursement of costs expended for the City's Fire Prevention Smoke Detector Program grant and appropriate said monies (Chief Glover)

Item #3 – Consideration of a Resolution to authorize the trade-in surplus equipment valued at \$9,500 towards the purchase of one Massy Ferguson tractor equipped with a broom attachment and spray brine tank at a cost of \$18,800 and expend from the Capital Fund the residual balance of the purchase cost of \$9,300 (Alderperson Julie Bird, Chair of the City Crow Committee)

Motion By: Alderman Bird
Seconded By: Alderman Silliman

Approved: Ayes – 8
Nays – 0

Alderman Bird read the letter from the Environmental Advisory Committee: The proposed use of brine from the Harford Mills salt dome appears like a good alternative to the use of toxic drilling brine but there are a number of essential concerns that should be addressed before we proceed.

- Is Harford Mills brine safe to spread on roads?
- How do we know it is safe?
- Are we sure the Harford Mills facility will have sufficient non-toxic brine to consistently meet our needs?
- Will any contract between the City and enterprise (the Harford Mills site) as exclusive source of brine
- Will it stipulate the substance to be tested for, and the frequency and method of testing?
- Will there be liability provisions should it be shown that the by-product has not met specifications?

The Committee is not making any recommendations at this time, just to investigate thoroughly and proceed with caution.

Alderman Bird stated that the Crow Committee met on December 6th and since the crows don't want to go anywhere, we will have to clean up after them. Buying equipment to clean the sidewalks was discussed, the County will purchase some kind of tractor to clean their part of the Courthouse Park and the City will clean our area. She also noted that the brine will keep the streets and sidewalks from icing up and keep the dust down when cleaning

up the crow feces. The letter addressing the brine subject is available on the City's web site.

RESOLUTION #214 OF 2012 – Resolution to authorize the trade-in surplus equipment valued at \$9,500 towards the purchase of one Massy Ferguson tractor equipped with a broom attachment and spray brine tank at a cost of \$18,800 and expend from the Capital Fund the residual balance of the purchase cost of \$9,300 (Alderperson Julie Bird, Chair of the City Crow Committee)

Item #4 –Consideration of a Resolution to abolish the position of Park Supervisor (Chris Bistocchi)

Alderman Ferguson requested Chris Bistocchi explain to Council and the public what was going on with this position.

Chris Bistocchi, Superintendent of Public Works, stated his Department has absorbed several departments over the years, starting with the Water Department, Public Safety, Buildings and Grounds for snow removal, repairs, and plumbing. The position of Deputy Superintendent was last held in 1998 by Anthony "Chubby" Trivisonno. The City has operated since that time without a Deputy Superintendent, however with the extra work load placed on our Department I feel it is necessary to have a Deputy, not just in managing but also in decision making.

Director of Administration & Finance Mack Cook noted that the Buildings and Grounds position, not including benefits, was just under \$50,000 and the Public Safety position was about \$55,000 excluding benefits, and this new position will be about \$50,000.

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 8
Nays - 0

RESOLUTION #215 OF 2012 - Resolution to abolish the position of Park Supervisor (Chris Bistocchi)

Item #5 – Consideration of a Resolution to temporarily lift the hiring freeze in order to fill the Deputy Superintendent of Public Works (Chris Bistocchi)

Motion By: Alderman Ferrer
Seconded By: Alderman Quail

Approved: Ayes – 8
Nays – 0

RESOLUTION #216 OF 2012 - Resolution to temporarily lift the hiring freeze in order to fill the Deputy Superintendent of Public Works (Chris Bistocchi)

Item #6 – Consideration of a Resolution to appoint Nicholas Dovi, a current employee, to the position of Deputy Superintendent of Public Works effective January 1, 2013. (Chris Bistocchi)

Motion By: Alderman Bennett
Seconded By: Alderman Quail

Approved: Ayes – 8
Nays – 0

Members of the Council expressed strong support of the decision to appoint Nick Dovi, and praised Chris Bistocchi and his Department for doing a great job.

RESOLUTION #217 OF 2012 – Resolution to appoint Nicholas Dovi to the position of Deputy Superintendent of Public Works (Chris Bistocchi)

Item # 7 – Consideration of a Resolution to approve Grant Support and Acceptance for LGRMIF 2012-2013 – Phase two of Records Management Plan (Chief Chuck Glover)

Motion By: Alderman Ferrer
Seconded By: Alderman Bird

Approved: Ayes – 8
Nays – 0

Chief Glover explained how files in the Code Office are over-filled and we keep adding filing cabinets. Certain documents are required by the State to be kept on file according the NYS Archive Retention Schedule. Back before the rental permit law was passed, we applied for a grant to start the process of the backfile conversion software in order to convert these files to electronic format and integrate them into the IPS system that we currently use.

RESOLUTION #218 OF 2012 – Resolution to approve Grant Support and Acceptance for LGRMIF 2012-2013 – Phase two of Records Management Plan (Chief Chuck Glover)

Item # 8 – Consideration of a Resolution to accept and recognize the donations to the Wickwire Pool Trust Fund from local businesses and individuals (John McNerney)

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 8
Nays – 0

RESOLUTION #219 OF 2012 – Resolution to accept and recognize the donations to the Wickwire Pool Trust Fund from local businesses and individuals (John McNerney)

Item #9 – Consideration of a Resolution to temporarily lift the hiring freeze in order to fill a vacant and budgeted position in the Police Department (Chief Catalano)

Motion By: Alderman Ferrer
Seconded By: Alderman Bird

Approved: Ayes – 8
Nays – 0

RESOLUTION #220 OF 2012 – Resolution to temporarily lift the hiring freeze in order to fill a vacant and budgeted position in the Police Department (Chief Catalano)

Item #10 – Consideration of a Resolution to fill the vacant and budgeted position in the Police Department

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 7
Nays – 1, Alderman Quail opposed

Alderman Quail's concern was the impact that Hurricane Sandy may have on our State Aid, as money could be pulled and moved downstate, which wouldn't be known until January.

RESOLUTION #221 OF 2012 - Resolution to fill the vacant and budgeted position in the Police Department.

Item #11 - Consideration of a Resolution to lift the hiring freeze to hire a temporary hourly employee for the Mayor's office.

This would be to fill a vacant position temporarily. Council was given a resume and were very impressed with him, some members had already had an opportunity to interact with him and found this transition seamless.

Motion By: Alderman Silliman
Seconded By: Alderman Bird

Approved: Ayes – 8
Nays - 0

RESOLUTION #222 OF 2012 - Resolution to lift the hiring freeze to hire a temporary hourly employee for the Mayor's office (Ken Dye)

Item #12 – Consideration of a Resolution to appoint Sara Watrous to the Environmental Advisory Committee (Key Dye)

Motion By: Alderman Ferrer
Seconded By: Alderman Quail

Approved: Ayes – 8
Nays – 0

RESOLUTION #223 OF 2012 – Resolution to approve the appointment of Sara Watrous to the Environmental Advisory Committee (Ken Dye)

Item #13 – Consideration of a Resolution to approve the hiring of Alex Goldstein as a temporary part time employee in the Mayor’s office.

Motion By: Alderman Silliman
Seconded By: Alderman Bird

Approved: Ayes – 8
Nays - 0

RESOLUTION #224 of 2012 – Resolution to approve the hiring of Alex Goldstein as a temporary part time employee in the Mayor’s office.

Item #14 – Consideration of a Resolution to approve the General Fund Budget for the year 2013 and appropriating monies therefore (Mack Cook)

Motion By: Alderman Bennett
Seconded By: Alderman Ferrer

Approved: Ayes – 8
Nays – 0

Director of Administration and Finance Mack Cook explained the changes from the Mayor’s proposed that was presented to the Council on October 2, 2012

- Decrease of the proposed increase in tax levy from 2% to .68%
- Adjustment of all budgeted expenditures impacted from the settlement of three collective bargaining agreements.
- Adjustment for final agreement with Tompkins County health Care Consortium for 2013 Health Insurance premiums.
- Adjustment for the Center of Medicare Service’s acceptance of the City’s application into the Retiree Drug Subsidiary program.
- Transfer of proposed staff in the Zoning office to contingency pending further discussion.
- Eliminate any change in current employment hours for employees in the IT Department and Youth Bureau.

- Refinement of Pension Contribution for Fire and Police based upon information provided by the New York State Local Retirement System.

Funds are balanced with a .68% increase in the 2013 tax levy from the 2012 tax levy, a 3% increase in domestic sewer rates, and an 83 cent increase per quarter in the minimum user charge for water.

RESOLUTION #225 OF 2012 – Resolution to approve the General Fund Budget for the year 2013 and appropriating monies therefore (Mack Cook)

Item #15 – Consideration of a Resolution to approve Waste Water Fund Budget for the year 2013 and appropriating monies therefore (Mack Cook)

Motion By: Alderman Silliman
Seconded By: Alderman Bird

Approved: Ayes – 8
Nays – 0

RESOLUTION #226 OF 2012 - Resolution to approve Waste Water Fund Budget for the year 2013 and appropriation monies therefore (Mack Cook)

Item #16 – Consideration of a Resolution to approve Water Fund Budget for the year 2013 and appropriating monies therefore (Mack Cook)

Motion By: Alderman Ferrer
Seconded By: Alderman Bird

Approved: Ayes – 8
Nays – 0

RESOLUTION #227 OF 2012 - Resolution to approve Water Fund Budget for the year 2013 and appropriating monies therefore (Mack Cook)

Item #17 – Consideration of a Resolution to adopt the Tax Levy for the year 2013 (Mack Cook)

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

Approved: Ayes – 8
Nays – 0

Mack Cook noted the .68% tax increase is well within the 2% tax cap, bringing the tax on real property to \$15.3261 per thousand.

Council thanked Mack for his diligence in working on the budget, and also thanked Department heads for working closely with Mack.

RESOLUTION #228 OF 2012 - Resolution to adopt the Tax Levy for the year 2013 (Mack Cook)

Item # 18 – Discussion of the Department of Transportation Survey for Downtown Cortland signage.

Alderman Bennett noted how there was basically no signage directing visitors toward downtown and the Historic District. At the time the Jets came to Cortland, temporary signs were put up with Katie Silliman's help, but NYS Department of Transportation does assist in putting up permanent signs and would be conducting a survey of where to place such signs upon approval of Common Council. Council agreed that this would be a great idea to invite DOT to assist Adam Megivern and the Gateway Committee in placing the signs.

Alderman Michales asked if the Ward reports had been skipped over, to which Alderman Dye noted that Ward Reports were typically given at the first meeting of each month. Alderman Michales wished to report that he had been in contact with New York Susquehanna and Western Railroad to see if it was possible for the Railroad to stagger the times that traffic was being stopped on Port Watson Street for the trains. Currently the times are about 8:00 AM, Noon, and 5:00 PM, which are the City rush hours. Their response was that they would do their best to avoid the rush hours, but of course circumstances sometimes dictate what times the trains would be passing and they would do what they could to prevent those times from becoming a habit and not just an infrequent event.

Motion to go into Executive Session to discuss contract negotiations.

Motion By: Alderman Ferrer
Seconded By: Alderman Bird

Approved: Ayes – 8
Nays – 0

Motion to come out of Executive Session

Motion By: Alderman Ferrer
Seconded By: Alderman Bird

Approved: Ayes – 8
Nays - 0

Item #19 – Consideration of a Resolution to authorize the following salary and benefits for four (4) City Youth Bureau non-union employees: a retroactive 1.5% salary increase for 2012, a 1% salary increase for 2013, a 1% salary increase for 2014, a \$700 lump sum payment, an increase in employee health care contribution to 18% and the longevity.

retroactive to January 1, 2012 shall be calculated based upon the number of regular hours worked.

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

Approved: Ayes – 8
Nays – 0

RESOLUTION #229 OF 2012 - Resolution to authorize the following salary and benefits for four (4) City Youth Bureau non-union employees: a retroactive 1.5% salary increase for 2012, a 1% salary increase for 2013, a 1% salary increase for 2014, a \$700 lump sum payment, an increase in employee health care contribution to 18% and the longevity, retroactive to January 1, 2012 shall be calculated based upon the number of regular hours worked.

Adjournment

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

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 1st DAY OF MAY 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

Reappointments

Cable Commission

Richard Menapace Reappointed
Aaron Hamid New Member

Ethics Committee

Denise Bushnell Reappointed

Historic District Commission

Linda Kline Reappointed
Shawn Smith Reappointed

Landscape & Design

Paul Paradine Reappointed
Diane Batzing Reappointed
Suzanne Etherington Reappointed
Jaroslava Pihodova Reappointed

Plumbing Board

Mark Baranello Reappointed
James Romer Reappointed

Youth Bureau

Krissy Gambitta Reappointed

Zoning Board of Appeals

Mary Kay Hickey Reappointed
Christine Place Reappointed

Application for Position on City Commissions or Boards
(City Residents Only)

Date: 1/10/12

Name: Aaron Hamid

Street Address: 4330 Kinney Gulf Road

City/State/Zip: Cortland, NY 13045

Phone: (607) 753-6072

E-Mail: aaron.hamid@gmail.com

Commission or Board you would like to be considered for:

- | | |
|---|---|
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Cable Commission | <input type="checkbox"/> Police Commission |
| <input type="checkbox"/> Cortland Housing Authority | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Environmental Advisory Committee | <input type="checkbox"/> Public Works |
| <input type="checkbox"/> Ethics Board | <input type="checkbox"/> Wastewater Treatment Board |
| <input type="checkbox"/> Fire Commission | <input type="checkbox"/> Water Advisory Board |
| <input type="checkbox"/> Landscape and Design | <input type="checkbox"/> Youth Bureau |
| | <input type="checkbox"/> Zoning Board of Appeals |

Why are you interested in this position?

As I reviewed commission meeting notes it appeared the commission could use general computer/video technology assistance. This is something I would be glad to help out with and volunteer to fill the empty Cortlandville position.

What qualifications do you have for this position?

I have a computer/software development background, although no experience with video production per se. I'm glad to help out where I can and represent Cortlandville cable customers.

References: Please list 3 character references, contact information, and relationship.

1. _____

2. _____

3. _____

You may include your bio or resume with this application if you wish.

Mail completed application to:

Mayor, City of Cortland
City Hall
25 Court Street.
Cortland NY, 13045

AARON HAMID

4330 KINNEY GULF ROAD • CORTLAND, NY 13045
PHONE 607-753-6072 • E-MAIL AARON.HAMID@GMAIL.COM

After working for Cornell in Ithaca I moved to Cortland to found a small software development consultancy. My background is in computer software development and I like to find ways to apply myself in the community, such as volunteering for the Cortland Community Center.

PROFESSIONAL EXPERIENCE

Incandescent Software, Cortland, NY

October 2010 – present

Co-founder & Principal Developer

Co-founder and principal developer in a small software development consultancy where I share development, marketing and sales responsibilities. Developed Rails and Sinatra applications against NoSQL backends such as MongoDB and CouchDb and Amazon Web Services. Developed mobile applications on the HTML/JS stack using PhoneGap and testing with NodeJs. Implemented continuous integration environment integrating Hudson with Git and Heroku.

Cornell University, Ithaca, NY

July 2009 – October 2010

Senior Software Architect/Engineer

As part of the Cornell Information Technologies Enterprise Integration Group I was a technical lead on the Cynergy team, responsible for deploying Kualu Rice infrastructure and integrating with institutional data stores and services. I focused on Kualu Rice, with a brief assignment to the KFS implementation project to help get their environments off the ground. In this role I implemented Hudson-based continuous integration for our applications, and pioneered the use of Maven war overlays as a clean customization mechanism for Kualu products.

Cornell University, Ithaca, NY

May 2010 – July 2010

Kualu Environment Manager

In this special assignment I was responsible for developing and supporting Kualu infrastructure and performing and automating configuration management duties for the KFS implementation project at Cornell.

Cornell University, Ithaca, NY

June 2004 – July 2009

Software Engineer, Advanced Technology and Architecture

The Advanced Technology and Architecture division was created to explore emerging technologies, and help guide the strategy of the larger IT organization, as well as help implement those new technologies. In this role I have participated in various efforts both tactical and strategic, including leading the deployment and evangelization of centralized collaboration tools (Collab.net SourceForge, Atlassian Confluence) to campus, as well as contributing as a Java developer on the Kualu Rice core team. I continued as technical lead on the Cynergy team where we deployed Kualu Rice at Cornell.

Cornell University, Ithaca, NY

March 1999 – June 2004

Programmer/Analyst, Integration & Delivery

The Integration & Delivery group was responsible for integrating many disparate enterprise systems, supporting in-house and external developers, and managing the delivery of the functionality of those systems. In this role I had the opportunity to work with many different technologies in the “middleware” arena and associated areas. I undertook various application, middleware and infrastructure roles and tasks, including developing GUI applications accessing PeopleSoft, developing distributed computing Java middleware (based on CORBA), implementing a JEE servlet container hosting platform, build SOAP/REST web services, and analyzing enterprise workflow engines. Interspersed in these official activities, I was enlisted in integration activities such as developing Kerberos security libraries and implementing authentication for web services and third party products.

Cornell University, Ithaca, NY

October 1998 – March 1999

Programmer, ASDT/Solutions

Designed and developed the next generation of Just The Facts applications used at Cornell university by students, faculty and staff to access an array of academic, financial, and employment information residing in administrative databases. Performed Java GUI (AWT and Swing) and CORBA client development.

ADDITIONAL PROFESSIONAL ACTIVITIES

- Presented at JA-SIG '06 on Quali Enterprise Workflow

INTERESTS AND ACTIVITIES

I am an active open source developer, am interested in the Free and Open Source Software movement/phenomenon, its parent “Free Culture” movement, and in general the relationship between technology, culture and society.

I have three cats and a dog.

From: mayorofc
Sent: Tuesday, January 08, 2013 9:51 PM
To: Brian Tobin
Subject: FW: Paint The Town Purple

From: Michelle Baker [mcbaker@twcny.rr.com]
Sent: Friday, January 04, 2013 1:29 PM
To: mayor
Subject: Paint The Town Purple

Happy New Year, Mayor Tobin and City Council Members! May 2013 be a knockout year for all (and I mean that is a very good way).

It is that time of year again, and the Paint The Town Purple Committee would like to ask you to once again proclaim the week of April 29th – May 5th, Paint The Town Purple (PTTP) week in Cortland. We would like permission to hang a banner across Main St. and are asking all of Cortland to decorate their places of work and their homes/neighborhoods in purple, to help raise awareness for the effect that cancer has on our community; and how the American Cancer Society's Relay For Life has helped and can continue to help our community.

Over the past two years, we have hosted a PTTP celebration at Yaman Park; which has been a wonderful location and has allowed our cause to grow. Thank you for allowing us such a wonderful facility. This year we would like to ask for permission to host our celebration event on Main St., Saturday, May 4th. We would like to use the parking lot adjacent to the Market Place Mall. We would need access to the close the parking lot for the entire day. If we receive your blessing, we plan to contact

the folks at the VFW and Market Place Mall for use of restroom facilities and for maybe use of some space in the case of inclement weather. (But we have put in our special request once again, for a glorious sunny day. ;-) If you have any questions or concerns please feel free to contact myself or any of our committee members (listed below). Also, please let us know the date of the City Council meeting that this will be placed on the agenda – so, we can be present to answer any questions, thank you.

Sincerely yours,
The Paint The Town Purple Committee
Michelle Baker 607-261-8452, mcbaker@twcny.rr.com<mailto:mcbaker@twcny.rr.com>
Sheryl Small 607-226-1746, sherrylee1951@yahoo.com<mailto:sherrylee1951@yahoo.com>
Tom Neugebauer 607-591-3567

Michelle Baker
McNeil Development Co., LLC
17-29 Main St., Suite 317
P.O. Box 824
Cortland, New York 13045
(o) 607-756-5671
(f) 607-756-4583
mcbaker@twcny.rr.com=

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Charles Glover
City of Cortland Fire Department
21 Court St.
Cortland, New York 13045-2695

Re: Grant No.EMW-2012-FO-02725

Dear Mr. Glover:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$42,850.00. The Federal share is 95 percent or \$40,708.00 of the approved amount and your share of the costs is 5 percent or \$2,142.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy W. Manning".

Timothy W. Manning
Deputy Administrator for National Preparedness and Protection

City of Cortland
Fire Department

Charles S. Glover
Fire Chief

21 Court Street
Cortland, New York 13045

Phone: 607.756.5613

Fax: 607.758.8585

Email: cglover@cortland.org

TO: Brian Tobin, Mayor
Mack Cook, Dir. Admin & Finance
Common Council

FROM: Chief Glover 

DATE: January 9, 2013

RE: FEMA Grant for FAST (Firefighter Assistance and Search Team) Equipment

We have received notification that we have been awarded an Assistance to Firefighters Grant in the amount of \$42,850.00.

This grant will be utilized to purchase necessary equipment which will provide our personnel the tools needed to quickly and effectively locate and extricate firefighters who may become incapacitated while conducting emergency operations.

With the increased regulations of firefighters operating in IDLH (Immediately Dangerous to Life and Health) atmospheres, we continue to seek methods and funding to provide the maximum safety of our firefighters in our efforts to effectively provide our service to the community.

Therefore, I am requesting that we formally accept this grant award so that we may begin the process of securing this vital equipment for the fire department.

Please feel free to contact this office if you require further information regarding this request.

CORTLAND CODES DIVISION

BUDGET MEMORANDUM

DATE: 1/7/13

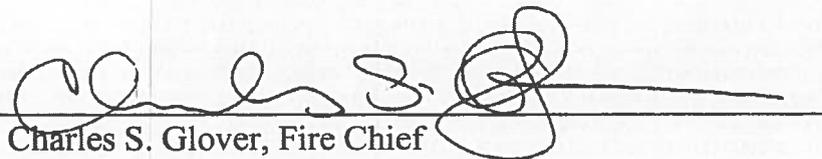
The Codes Division is in receipt of a check in the amount of \$1,000 as the initial payment of the \$2,000 LGRMIF award. I am requesting the monies be appropriated as follows:

TRANSFERRED TO

ACCOUNT #: A3621-415 (Professional Services)

AMOUNT: \$1,000

APPROVED BY:


Charles S. Glover, Fire Chief



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: Wickwire Pool Trust Fund Deposit

DATE: January 7, 2013

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>Geoffrey Wickwire M.D.</i>	<i>\$500.00</i>
<i>Thomas Steele</i>	<i>\$100.00</i>
<i>Donald & Diane Chu</i>	<i>\$100.00</i>
<i>Kings Daughters</i>	<i>\$250.00</i>
<i>Calendar Sales</i>	<i>\$190.00</i>

Total Donations = \$1,140.00

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



GEOFFREY R. WICKWIRE M. D.
98 ARNOLD RD.
WELLESLEY HILLS, MA 02481

3074

Dec. 23, 2012 Date

63-13/110 MA
80661

Pay to the Order of Wickwire Pool Trust Fund \$ 500.00
five hundred and no/100 Dollars

Bank of America

ACH R/T 011000138

For Grandson Geoffrey R Wickwire MD

T. W. STEELE
N. D. STEELE
32 PARKER AVENUE PH. 607-753-1217
CORTLAND, NY 13045

50-351/213

0312

Pay to the Order of Wickwire Pool Trust Fund \$ 100.00
One Hundred and no/100 Dollars

Date Dec 15, 2012

ALLIANCE BANK, N.A.
65 MAIN ST.
CORTLAND, NY 13045

Memo Thomas W. Steele

DONALD CHU
DIANE S CHU
8000 ADMIRAL DR
LAUREL, MD 20706-3511
301-210-3880

December 9, 2012

1182
65-7783/2560
11
DATE CHECK NUMBER

PAY TO THE ORDER OF Wickwire Pool Trust Fund \$ 100.00
One Hundred and no/100 DOLLARS

NASA FEDERAL CREDIT UNION
www.nasafcu.com

FOR donation Diane S. Chu

2602

KING'S DAUGHTERS

50-264-213

DATE 12-31-12

PAY TO THE ORDER OF

Ortland Co. Youth Program

\$ 250.00

Two Hundred Fifty 00/100

DOLLARS  Security Features
Check for them



FOR

Donation

Jerrin B. Bate, Treas. MP



DRAFT WORK SCOPE FOR ROUTE 11 CORRIDOR STUDY

I. INTRODUCTION

Purpose of Study

A Steering Committee has been appointed by the respective municipal heads of the following municipalities: the Village of Homer, the Town of Cortlandville, and the City of Cortland, all located in Cortland County, to study an area located along U.S. Route 11 which connects all three municipalities. In the north, this study area begins at the Interstate 81, Exit 12/Route 11 interchange in the Village of Homer. As it proceeds in a southerly direction along Route 11, it passes through a small portion of the Town of Cortlandville, and eventually to the intersection of Route 11 (Homer Avenue) and West Main Street in the City of Cortland (see also attached map). This area is referred to as the Corridor Study Area 11 or CSA 11.

The resulting product will be a document that will primarily focus on streetscape-level improvements and development opportunities, allowing this area to serve as an appropriate gateway into the Village, Town, and City. Presently this area is viewed as unsightly and creates a poor first impression of the three municipalities. This is problematic when recruiting professors, administrators, and students to SUNY Cortland, for prospective Cortland Regional Medical Center medical professionals and employees, and other business entities. Improvements are also viewed as essential for enticing visitors and tourists to all three communities and to specific sites such as downtown Homer and Cortland, the Center for the Arts, and the Central NY Living History Museum, to name a few.

The Steering Committee is proposing that a consultant be hired to facilitate this study.

II. SCOPE OF SERVICES

The CSA 11 Steering Committee has determined the Scope of Services/Process. The consultant will develop the following:

- 1) An inventory and analysis of the land uses and zoning classifications of the properties included in the CSA 11. Compare and contrast similarities and differences in each municipality's allowable uses and make recommendations for change, if needed, to ensure compatible development along the Corridor. Review existing design guidelines in each municipality, or lack thereof. Recommend changes or make case for need to adopt said guidelines.
- 2) Façade and other designs and conceptual site plan improvements for specified sites including, but not limited to:

- Circus House site
- Budget Inn Motel
- Route 11 bridge
- General area near Rosen's scrap property
- Olde World Bake Shoppe/nearby properties
- Dollar General Mall

3) Conceptual designs for the CSA 11. The project will address a perceived unsightliness and lack of character of the area, the lack of wayfinding and signage from Interstate 81, the lack of connection between the Tioughnioga River and the area, including poor pedestrian amenities, and the lack of specific and/or unified gateways that herald the arrival into all three communities. The conceptual designs will address these , and other, issues.

4) Identification of development strategies for specific sites. For example:

- Development of the NYSEG site next to ID Booth after its Superfund remediation.
- Identifying the benefits of land assemblage strategies such as the development contiguous properties to provide opportunities for new commercial or higher density residential development.

III. PROCESS

The proposed process is detailed below. The consultant may, however, propose a revised or different process to achieve the same results within the same budget based on discussions with the Steering Committee:

1) Initial Project Kick-off Meeting with Steering Committee - The consultant will meet with the Steering Committee to review the project scope, establish meeting dates, and review the overall goals of the project.

2) Document and Analyze Existing Conditions - The consultant will document the existing conditions of the area through base drawings, photographs, maps, and other means. Existing problems and issues will be identified and analyzed. Planning documents that may impact development in this area will also be reviewed.

3) Public Meeting - Facilitate a public meeting to generate ideas, suggestions, and potential solutions to improve the corridor.

4) Conduct mail survey of corridor property owners.

5) Review Inventory and Analysis, Initial Conceptual Designs Options, and survey results via meeting with Steering Committee.

6) Final Plan - Compile a final report including design and development opportunities recommendations and potential projects. Plan will show conformance with Central New York Regional Economic Development Council Strategic Plan.

IV. DELIVERABLES

Project deliverables will include a final report including, but not necessarily limited to, a brief description of the process, inventory and analysis of existing conditions, comparisons of existing land use and zoning, survey results, public meeting summary, final conceptual designs including sketches, photographs, and maps, and opportunity solutions. Six (6) hard copies (2 to each community) and one digital copy of the final report shall be provided to each community.

December 13, 2012

Brian Tobin, Mayor
City of Cortland
25 Court Street
Cortland, NY 13045

Dear Mayor Tobin:

As you are aware, we have been working with a Steering Committee on identifying the best approach to addressing the current conditions of the Route 11 Corridor Study Area (CSA 11), as it traverses from the Exit 12/Route 11 interchange of Interstate 81 in the Village of Homer southward to the intersection of Homer Avenue (Route 11) and West Main Street in the City of Cortland.

The Steering Committee has recommended that all three municipalities undertake a combined CSA 11 Study. The purpose of the study would be to assess current conditions/ownership, create conceptual designs for the entire corridor, including site-specific properties, and identify development opportunities for the corridor. Based on this decision, a draft Work Scope for the project has been reviewed and recommended by the Steering Committee (see attached). In the end, this document will provide recommendations for activities that all three municipalities agree upon so that the area develops in a coordinated manner. It will also provide a basis for the Town, Village, and City to seek grant funding to pay for priority projects within their jurisdiction. The Steering Committee believes strongly that a study lays the groundwork for this to materialize.

To complete the study, there will be a total charge of \$10,500. If agreed upon, each municipality will provide \$3,500 towards this study. If authorized, Thoma will bill that amount upon completion of the plan and acceptance by the Steering Committee.

By providing your signature below, you authorize the project to proceed for the City. We ask that you review the enclosed draft and provide us with input on its contents. If you need additional information or have any further questions, do not hesitate to contact Ann Hotchkin of my staff at (607) 753-1433.

Thank you for your attention to this matter. I hope to hear from you soon.

Sincerely,

Bernard Thoma
Senior Consultant

Enclosures

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AUTHORIZATION:

City of Cortland

BY: _____

DATE:

Brian Tobin, Mayor



CITY OF CORTLAND
OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

25 Court Street, Cortland, New York 13045 Ph. 607.753.1433 Fx. 607.753.6818
www.cortland.org

MEMORANDUM

TO: Mayor Brian Tobin and City of Cortland Common Council Members

FROM: Thoma Development Consultants

RE: Fiscal year 2012 Community Development Block Grant (CDBG) Award and Program Income Use

DATE: January 10, 2013

The City of Cortland submitted a fiscal year 2012 CDBG application to the State Office of Community Renewal (OCR) under the Consolidated Funding Application process in August of 2012. The City requested the maximum \$400,000 to facilitate a proposed citywide housing rehabilitation program for low-to-moderate income owner-occupants. Based on review of historical costs, the City proposed to rehabilitate approximately 12 structures.

Approximately one week before Christmas, the State announced grant awards and announced the City was awarded a grant for housing rehabilitation in the amount of approximately \$137,000. We reviewed the funding list but were not able to ascertain why the amount awarded was reduced from \$400,000 to \$137,000 when a small amount of the available funds were not awarded at all, and we ranked well ahead of other communities that received full funding.

After discussions in our office, we think we solved the mystery. About four or five years ago, the City's CDBG representative, Rob Brooks (who retired 12/21/12) told us that the State was starting to take a look at communities with large sums of program income (See definition below). His thought was that at some

Program Income: is income generated by loan repayments made under the Community Development program that is allowed to stay in the community and, in accordance with the City's adopted Program Income Plan, is used for the same purpose from which was generated; i.e., program income generated from housing rehabilitation loans must be used for other eligible housing activities. Repayments from economic development loans must be used for other eligible economic development activities.

"The Crown City"

point, the State would require communities to use accumulated program income before "new grant funds" were awarded. About two years ago, as part of the application process, all grantees had to provide a detailed accounting of all program income, including how much was generated from every program funded, how it had been used, how much was committed, and the uncommitted balance. The amount of the City's uncommitted housing program income detailed in the fiscal year 2012 CDBG application, when added to the \$137,000 award, is exactly \$400,000. Accordingly, though it has not been confirmed by the State, we are fairly certain that the State agreed the City's application was worthy of funding, but is requiring the City to use its program income before any new funds are awarded.

As noted above, the City's long-time CDBG representative retired. We asked one of the other reps, who has not been officially assigned to the City, if she could shed any light on this matter. She had not heard of any specific policy to this effect, but was not involved in the review of the 2012 applications. Accordingly, she forwarded our questions and concerns to one of the managers.

Bernie is requesting a phone conference with the State to ascertain if this is a new policy, if other grantees were reviewed under the same criteria and if the use of program income would be a condition of the grant agreement. The NYS OCR has lost a number of employees recently and is shuffling responsibilities around. We, and other CDBG representatives we have spoken with, do not know when decisions on assignments will be made. We have no idea when and if, and how the OCR will respond to our concerns on behalf of the City, but will continue to seek an explanation.

Absent other direction from NYS OCR, we assume the City could opt to administer a very small city-wide housing rehabilitation program with the \$137,000. We estimate that about four houses could be addressed with the new funds. There are currently more than 35 applicants on the waiting list and all other city-wide funds (HOME funds) are fully committed. More importantly, if the City does not use its program income, and the State reduces future requests due to high program income accounts, as suspected, we will be in the same situation in future years.

Linda Armstrong will be attending your January 15th meeting to request your approval for the use of approximately \$263,000 in housing program income to supplement the \$137,000 in new funds awarded. We hope to have more information by the time she attends your meeting. If the grant agreement and award letter are received in the interim, this might shed some light on the issue.

Please contact Linda at 753-1433 if you have any questions on the above.

Mayor and Common Council of the City of Cortland
City Hall
25 Court Street
Cortland, New York 13045

Re: Sewerage Contract

Your Honor, and Members of the Council

As you are aware, the City and the Town of Cortlandville entered into a contract for the disposal, treatment and discharge of sewerage dated November 3, 1982, and also an amendment to said contract dated June 11, 1984.

That contract, by its terms, expired on November 2, 2012, and has not yet been renewed, extended or amended. The parties have been utilizing the terms of that contract in the interim, and have now agreed to extend the agreement with a significant addition.

It is our understanding that we have agreed that the aforementioned contract shall be extended for a period of 30 years from November 3, 2012 on the same terms and conditions set forth therein with the addition of the following language which is to be added to paragraph 11 of the original document.

Notwithstanding any provision hereof, upon the expiration of 18 months, and at any time thereafter, from the effective date hereof, either party may request a review of the charges made and to be paid pursuant to this agreement. The parties agree to renegotiate said charges and in the event they are unable to agree on appropriate charges, the matter shall be submitted to arbitration as provided in paragraph 17 of the original contract.

If the foregoing accurately sets forth our agreement, would you cause the second copy of this letter to be signed by the appropriate City Official and returned to the undersigned..

Thank you for your cooperation.

Very truly yours,

Richard C. Tupper
Supervisor, Town of Cortland

AGREED, ACCEPTED and APPROVED

Brian Tobin
Mayor, City of Cortland

THIS AGREEMENT, made this 3RD day November 1982 by and between the City of Cortland, New York (CITY) and the Town of Cortlandville, New York (TOWN).

WITNESSETH:

WHEREAS, by authority of Section 119-o of the General Municipal Law of the State of New York, the parties hereto are enabled to enter into binding agreements for the cooperative or contract performance of various municipal functions including the disposal, treatment and discharge of sewage; and

WHEREAS, in accordance with that authority, the TOWN is willing to enter into an agreement with the CITY for the CITY to accept, treat and discharge sewage generated within the territorial limits of the TOWN, and

WHEREAS, the CITY has constructed through the assistance of grants from the United States Environmental Protection Agency (E. P. A.) and New York State Department of Environmental Conservation (N. Y. S. D. E. C.) a sewage treatment facility and trunk line system adequate in size and capacity to perform such services for the TOWN, other municipalities, and its own citizens; and

WHEREAS, in accordance with Federal E. P. A. regulations (40 C.F.R. Part 35, as amended) and as a condition to final grant approval, a fair and equitable user charge system must be adopted whereby all users of the sewage disposal system pay their fair share of the operation and maintenance costs and equipment depreciation, and

WHEREAS, after extensive study, examination and review on the part of the TOWN and the CITY, their respective engineers and attorneys, a fair and equitable method of determining a proper charge to the TOWN by the CITY for the services to be provided hereunder has been reached; and

WHEREAS, it is considered to be in the best interests of all of the citizens of the TOWN and the CITY to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations herein contained, it is agreed as follows:

The CITY hereby covenants and agrees to receive into its sewer system at the TOWN/CITY boundary line of its intersection with Tompkins Street, its intersection with Groton Avenue, and its intersection with Joseph Street, all sewage from or being discharged into the TOWN'S sewerage system, and to transport such sewage to, and process the same at, the CITY'S sewage treatment and disposal plant, all upon the terms and conditions hereinafter set forth, to wit:

1. DEFINITIONS. As used in this Agreement, unless otherwise modified herein, the following terms shall be defined as set forth;

(a) "SEWAGE TREATMENT PLANT" shall include all CITY-owned sewage treatment facilities in existence and operating as of the date of the execution of this Agreement as well as all future additions and improvements thereto, required only by N. Y. S. D. E. C. and/or E. P. A. or by mutual agreement of the parties herein. It shall not include trunk sewers or other conveyance facilities other than those located on the plant premises.

(b) "OPERATION AND MAINTENANCE EXPENSES" shall consist of all sewage treatment costs relating to water, chemicals, electricity, insurance, telephone, fuel, gasoline, gas, lubricating oil, grease, plant personnel salaries and fringe benefits, plant maintenance and repair parts, depreciation and any other costs not included herein which pertain to the proper operation and maintenance of the CITY'S SEWAGE TREATMENT PLANT.

(c) "CAPITAL COSTS" shall consist of any sewage treatment plant, interceptor sewer, or trunk sewer capital costs, including interest on any directly related bond anticipation notes, revenue bonds, or general obligation bonds, incurred by the CITY for the purpose of jointly conveying and treating sewage from and within both the TOWN and CITY, such facilities herein referred to as the sewage treatment plant, Port Watson Street interceptor sewer, and the Groton Avenue-Woodruff Street-Madison Street trunk sewer, all such facilities having been constructed by the CITY, whether all or any part of such costs shall be financed by the CITY by the issuance of bonds or shall be paid by the CITY out of whatever funds it has available; but as to any costs paid out of available funds, an adjustment in proportion to the schedule of annual principal and interest payments for those costs financed by bonds shall be made so that the payments to the CITY by the TOWN for its share of the costs paid by the CITY out of available funds shall be under the same terms and conditions as its payments toward the CITY'S bonded indebtedness. The CITY shall provide the TOWN with bond schedules or other proof of all capital costs.

(d) "QUARTERLY" or "QUARTERLY BASIS" shall mean the calendar year quarters commencing on January 1, April 1, July 1 and October 1, and all quarterly payments from the TOWN to the CITY, as provided herein, shall be due and payable within thirty (30) days after receipt of the CITY'S bill for the preceding quarterly period.

(e) "PAYMENTS". In computing any and all payments to be made pursuant to this Agreement by the TOWN, the parties hereto specifically agree that the amount of any private, corporate, Federal or State Aid not related to use of the facilities, received by the CITY to defray capital as well as operation and maintenance costs shall be first deducted.

2. The TOWN shall furnish to and file with the CITY a general map or plan, prepared by a competent engineer, duly licensed by the State of New York, of its sewage collection and transmission facilities showing all outlets and the terminus, size and course of each interceptor trunk and lateral sewer. Such plan shall be amended by the Town Engineer from time to time to reflect changes therein made by the TOWN.
3. The charges to the TOWN for operation and maintenance and for its share of capital costs shall be based upon relative flows of sewage as further defined herein, which flows shall be measured by master flow meters in place at the several points of entry into the CITY'S sewer system. The CITY will, as part of its operation and maintenance expenses, at all times keep and maintain its master flow meters in good working order and condition, and shall at all reasonable times, in the accompaniment of a designated agent of the CITY, allow the TOWN access thereto, for the purpose of testing the accuracy, or verifying the reading of such master flow meter. The TOWN shall do likewise with Town meters. The parties shall agree to retain the services of one independent repair company to perform such repairs as may be necessary and to calibrate the master meter a minimum of once a year or as requested by either party, or as necessary to insure the continuing accuracy of the meter with the costs of calibration being shared equally by the CITY and the TOWN. During the period of time that such master flow meter is out of repair or not in sound working condition, the average daily flow of sewage for the TOWN'S sewerage system shall be assumed to be the same as during the corresponding quarterly period of operation in the most recent two years that such master flow meter was in sound working order and condition. If two years' reliable meter data are not available, then the TOWN water meter readings for sewered properties, adjusted for significant quantities of water that do not enter the sewer, shall be used as a basis for flow estimation.

4. The TOWN agrees that in discharging sewage from its sewerage system into the CITY'S sewerage system, it will at all times reasonably comply with the rules, regulations and ordinances of the CITY, a copy of which is attached hereto and made a part hereof being designated as Schedule A, now or as the same may be enacted or amended at a later date and in compliance with all rules, statutes and regulations of the federal and state governments pertaining thereto. In compliance with the foregoing, the TOWN agrees to maintain a sewer ordinance in substance similar to the Sewer Ordinance of the City of Cortland to the extent that such ordinance imposes restrictions upon the discharge of wastes into the CITY sewer system, establishes procedures for its enforcement and determines penalties for its violation.
5. The CITY shall have the right, power and privilege of inspecting at any reasonable time, only in the company of an appropriate official or designated agent of the TOWN, any conduit, main, service pipe or attachment in the TOWN'S sewerage system in order to determine whether an actual, or the means for a potential violation of the CITY'S said rules, regulations and ordinances exists, or, whether there has been any breach of the other terms and provisions of this Agreement, relating to the TOWN'S sewerage system. The CITY shall give written notice thereof to the TOWN, and the TOWN agrees to remedy the violation or condition forthwith or notify the CITY of the reasons why it disputes the existence of such violation or condition. Payment of any fine to the CITY by the TOWN due to a violation of CITY'S sewerage system, including rules, regulations and ordinances governing the type, manner, nature and strength of such substances, materials, waters or wastes to be discharged into the CITY'S sewerage system, if such a violations may be prosecuted, does not in any way relieve the Town of liability to the CITY for any expenses, loss or damage incurred by

the CITY as a result of such violation, and it is agreed to herein, that the TOWN shall indemnify the CITY for any expenses, loss or damage to either CITY or private property resulting therefrom whether said violation occurred prior to, during or, following the ninety (90) day correction action grace period provided by the CITY in its Sewer Use Ordinance. The TOWN shall not be responsible for Acts of God, emergency, system failure or negligence, misconduct, or default on the part of persons beyond its reasonable control.

6. The CITY agrees at all times to provide for and maintain proper and adequate treatment and disposal of all sewage received at its sewage treatment plant in accordance with its discharge permit as required by the New York State Department of Environmental Conservation and upon the terms herein set forth, but the CITY shall not be liable for any deficiency, interruption or failure to provide and maintain such services and facilities provided for herein as a result of an Act of God, national emergency, system failure, or negligence, misconduct or default on the part of persons beyond its reasonable control.
7. In consideration of the provisions of the necessary sewage treatment and transmission facilities within the CITY to meet the sewage disposal needs of the TOWN, the TOWN agrees and covenants to defray its fair share of the annual debt payments on the capital costs incurred by the CITY as defined in Paragraph 1 (c) on a calendar year quarterly basis, such payments to be made by the TOWN to the CITY no later than thirty (30) days following receipt of the CITY'S quarterly bill, said payments being necessary to help finance the cost of the CITY'S new sewage treatment plant and applicable interceptor and trunk sewers as defined in Paragraph 1 (c) hereof. Such quarterly payments shall continue until the CITY'S bonded indebtedness for such conveyance and treatment

facilities is entirely repaid. The CITY hereby agrees that it will pay the bonded indebtedness for such conveyance and treatment facilities in accordance with the schedule which is established in the bonding documents when such capital debt financing is complete.

The TOWN shall also be obligated to pay to the CITY its fair share of the residual worth of the CITY'S original (1939) sewage treatment plant that was incorporated in and became a part of the new (1981) sewage treatment plant; the depreciated replacement value or worth of said original plant was established in 1971 at Four Hundred Thousand Dollars (\$400,000.00) and a thirty (30) year amortization schedule, at an interest rate of 1.6 per cent, determined that corresponding equal annual amounts would be Sixteen Thousand Eight Hundred Seventy-Six Dollars (\$16,876.00) per year for thirty (30) years. The TOWN agrees and covenants to pay its fair share of the aforesaid annual amounts to the CITY on a calendar-year quarterly basis for the remaining twenty (20) years of the thirty (30) year schedule, such payments to be made by the TOWN to the CITY no later than thirty (30) days following receipt of the CITY'S quarterly bill.

8. The Town agrees and covenants to defray its fair share of the operation and maintenance costs associated with the CITY'S sewage treatment facilities, with payments to be made to the CITY on a calendar year quarterly basis, such payments to be made by the TOWN to the CITY no later than thirty (30) days following receipt of the CITY'S quarterly bill. For the purpose of deriving the necessary operating revenues, the projected year's sewage treatment plant operation and maintenance budget shall be assessed against all parties concerned on a quarterly basis, with one-quarter (1/4) of the total annual budget allocated equally to each of the first three quarters of the calendar year,

the fourth and final quarterly allocation being adjusted to balance actual income and expenses as determined by a certified year-end audit. It is further agreed that no projected quarterly operation and maintenance budget may exceed the previous year's audited quarterly expenses by more than twenty-five per cent (25%) with the exception of the fourth quarter; such quarter's expenses being subject to the aforementioned annual audit prior to billing. A copy of the CITY audit shall accompany the fourth quarter billing to the TOWN.

9. The formula to be used in determining the TOWN'S share of the quarterly operation and maintenance expenses associated with the sewage treatment plant and related facilities as defined above shall be:

$$\frac{Q_{cv}}{Q_{ct} + Q_{cv} + G_h + Q_m + Q_o} (o + m) \quad \text{Equation 1}$$

where:

$o + m$ is the appropriate quarterly budget allocation or audited expense for operation and maintenance of the CITY'S sewage treatment plant less any revenues receivable during the first three quarters of each year or actually received by the time of year end billing for operation and maintenance from industrial users under the industrial user charge system and from the State of New York from legislative appropriations for operation and maintenance aid for municipal wastewater treatment.

Q_{ct} is the total quarterly equivalent sewage flow (gallons) as defined in Equation 2, attributable to the City of Cortland.

Q_{cv} is the total quarterly equivalent sewage flow (gallons) as defined in Equation 3, attributable to the Town of Cortlandville.

Q_h is the total quarterly equivalent sewage flow (gallons) as defined in Equation 3, attributable to the Village of Homer.

Q_m is the total quarterly equivalent sewage flow (gallons) as defined in Equation 3, attributable to the Village of McGraw.

Q_o is the total quarterly equivalent sewage flow (gallons) as defined in Equation 3, attributable to any other outside user tributary to the above sewerage systems.

If Q_h , Q_m or Q_o cannot be determined legally in accordance with Equation 3 (infra), it shall be taken as the total quarterly sewage flow measured at such outside user's meter pit at the point of discharge into CITY's sewerage system less the total quarterly industrial sewage flow attributable to the industrial users within said outside user's jurisdiction as billed pursuant to CITY's industrial user charge system.

$$Q_{ct} = Q_s + fQ_{I/I} \quad \text{Equation 2}$$

ENR 12/20/82
ITN 12/20/82

where:

Q_{ct} is as previously defined.

Q_s is the total quarterly non-industrial sewage flow (gallons) billed the non-industrial users in the City of Cortland, based on water meter readings or mutually agreed upon estimates where no meters are installed or operating.

$Q_{I/I}$ is the total quarterly infiltration flow (gallons) attributable to the City of Cortland based upon the total quarterly sewage flow (gallons) metered at the CITY'S sewage treatment plant less the total quarterly sewage flow (gallons) attributable to all other metered sources of sewage outside of the City, but tributary to the CITY's sewerage system, less the total quarterly sewage flow (gallons) billed the non-industrial users in the City of Cortland. In the event that the CITY's total quarterly infiltration flow (gallons) is zero or less, $Q_{I/I}$ shall be taken to be zero for that quarter.

f is the factor applied to infiltration flow to adjust infiltration flow to an equivalent sewage flow with "f" being set at a value of 0.25.

$$Q_{cv} = Q_s + fQ_{I/I} \quad \text{Equation 3}$$

EAP 12/20/82
SEN 12-20-82

where:

Q_{cv} is as previously defined.

Q_s is the total quarterly non-industrial sewage flow (gallons) billed the non-industrial users for the TOWN as defined above.

$Q_{I/I}$ is the total quarterly infiltration flow (gallons) attributable to the TOWN as defined above, based upon the total quarterly sewage flow (gallons) as metered at the outside user's meter pit at the point of discharge to the CITY'S sewerage system less the total quarterly industrial sewage flow (gallons) attributable to the industrial users in the TOWN'S sewerage system as billed under the industrial user charge system less the total quarterly sewage flow (gallons) billed the non-industrial users in the TOWN'S sewerage system. In the event that the outside users meter pit reading is less than the total quarterly non-industrial sewage flow, $Q_{I/I}$ shall be taken to be zero gallons for that quarter.

10. f is as previously defined. *EAP 12/20/82*
SEN 12-20-82

(a) The formula to be used in determining the TOWN'S share of the quarterly capital recovery costs associated with the new and original sewage treatment facilities shall be:

$$\frac{Q_{cv}}{Q_{ct} + Q_{cv} + Q_h + Q_m + Q_o} (A + B) \quad \text{Equation 4}$$

in which:

A is one quarter of the annual capital recovery cost associated with the construction of the CITY'S new sewage treatment plant, including adjustment for any capital costs paid by the CITY out of available funds and not financed by bonding, less any revenues receivable for debt retirement of new plant construction costs from industrial users under the industrial user charge system.

B is one quarter of annual amount covering the residual worth of the CITY'S original (1939) sewage treatment plant, i.e., \$4,219.00, less any revenues receivable for the residual worth of the original sewage treatment plant from industrial user charge system.

Q_{ct} is as previously defined.

Q_{cv} is as previously defined.

Q_h is as previously defined.

Q_m is as previously defined.

Q_o is as previously defined.

f is the factor applied to infiltration flow to adjust infiltration flow to an equivalent sewage flow, with "f" being set at a value of 0.62.

(b) The formula to be used in determining the TOWN'S share of the quarterly capital recovery costs associated with the construction of the new Port Watson Street interceptor sewer shall be:

$$\frac{Q_{cv}}{Q_{ct} + Q_{cv} + Q_h + Q_o} \quad (C) \quad \text{Equation 5}$$

in which:

(C) is one quarter of the annual capital recovery cost associated with the construction of the new Port Watson Street interceptor sewer, less any revenues receivable from industrial users under the industrial user charge system for debt retirement of the new Port Watson Street interceptor sewer construction cost.

Q_{ct} is as previously defined.

Q_{cv} is as previously defined.

Q_h is as previously defined.

Q_o is as previously defined.

f is the factor applied to infiltration flow to adjust infiltration flow to an equivalent sewage flow, with "f" being set at a value of 1.00.

(c) The formula to be used in determining the TOWN'S share of the quarterly capital recovery costs associated with the new

Groton Avenue-Woodruff Street-Madison Street trunk sewer shall be:

$$\frac{Q_{cvg}}{0.165 Q_{ct} + Q_{cvg}} \quad (D) \quad \text{Equation 6}$$

in which

D is one quarter of the annual capital recovery cost associated with the construction of the new Groton Avenue-Woodruff Street-Madison Street trunk sewer, less any revenues receivable from tributary industrial users under the industrial user charge system for debt retirement: of the new Groton Avenue-Woodruff Street-Madison Street trunk sewer construction costs.

Q_{ct} is as previously defined.

f is the factor applied to infiltration flow to adjust infiltration flow to an equivalent sewage flow, with "f" being set at a value of 1.00.

Q_{cvg} is the total quarterly non-industrial sewage flow (gallons), as defined in Equation 7, attributable to the TOWN.

$$Q_{cvg} = Q_{sg} + Q_{I/I} \quad \text{Equation 7}$$

CAH 12/20/82
See 12-20-82

in which:

Q_{sg} is the total quarterly non-industrial sewage flow (gallons), billed the non-industrial users of the Town that are tributary to the Groton Avenue-Woodruff Street-Madison Street trunk sewer.

$Q_{I/I}$ is the total quarterly infiltration flow (gallons) attributable to the TOWN, based upon the total quarterly sewage flow (gallons) metered at the Groton Avenue meter pit at the point of discharge to the CITY'S sewerage system, less the total quarterly industrial users in the TOWN'S sewerage system tributary to the Groton Avenue-Woodruff Street-Madison Street trunk sewer, as billed under the industrial user charge system, less the total quarterly sewage flow (gallons) billed the non-industrial users in the TOWN'S system tributary to said meter pit.

CAH 12/20/82
See 12-20-82

The total capital costs assessed against all industrial users in the user charge system shall include the industry's appropriate share of the capital costs associated with the infiltration flow attributable to the municipal sewerage system to which the industry is tributary.

11. The formula set forth in Paragraph 9 hereof shall be used to determine TOWN'S fair share of the operation and maintenance costs of the sewage treatment facility plant operations each quarter based upon current quarterly flows as determined herein. Not more often than bi-annually, either party may request a review, by the Wastewater Treatment Commission described herein, of the formula to determine whether the resultant proportionate costs continue to accurately allocate that cost, considering quantity and quality of the sewage flows of each party and other users. Such request for review shall be based upon substantial evidence of inequity and changes of the conditions which existed as of the date of this agreement.

Upon the receipt of such a request, the parties will meet with their respective engineers to the end that a full review of the formula and other factors can be had, and will endeavor to reach agreement regarding any changes which might be necessary to ensure that the charges paid by the TOWN are fair and equitable to both parties.

In the event that the parties are unable to agree with regard to the proper method of determining such charges, the dispute will be submitted to arbitration as provided for herein. Under Paragraph 17.

12. Industrial users within the TOWN who pay industrial rates for operation and maintenance will be billed separately to the TOWN by the CITY based upon flow quantity and quality as determined by CITY as part of N. Y. S. D. E. C. regulations governing those industries. Notice of flow and quality will be sent each quarter to

the Town and the industry involved and payments for such industrial use shall be due the CITY with the quarterly payments due for non-industrial use.

13. In the event of default of the payments provided for herein for a period of thirty (30) days after written notice and demand, the CITY may at its own discretion, institute a surcharge of one percent (1%) per month until paid on the unpaid balance.
14. The parties hereto specifically agree that each quarterly demand by the CITY for payment of capital costs and operation and maintenance expenses, pursuant to this Agreement, shall include a detailed certified statement of the total quarterly flows metered at the CITY'S sewage treatment plant, at the master meters on Tompkins Street and Groton Avenue, and at all other points metering sewage that originates outside of the CITY. The parties hereto also specifically agree that the demand by the CITY for payment of fourth quarter sewage treatment plant operations and maintenance expenses shall include a detailed certified statement of the final verified operation and maintenance expenses associated with the sewage treatment for that year, as outlined or inferred hereinbefore. The parties hereto also specifically agree that the demand by the CITY for payment of fourth quarter capital costs shall also include a detailed certified statement of the annual capital costs associated with each of the CITY'S applicable sewerage projects, as outlined or inferred hereinbefore.
15. ^{SAH/m/20/12-20-72} The City has created, as part of its City Government, a Wastewater Treatment Commission to oversee the operation of the CITY'S sewage treatment facilities. Such commission is charged with advising the Common Council on all matters relating to the disposal, treatment and discharge of sewage at the Treatment Plant, including personnel, budget, quality assurance, compliance with discharge permits, intergovernmental relations, billing, industrial relations and user charge structures. The TOWN shall be entitled to designate one of its representatives, trained or experienced in this area, to serve as an ex-officio member thereof, thereby giving the TOWN a voice in the

SAF 12/20/52
257 12-20-52

policy, financial and engineering matters involved in the operation of the facility.

16. The TOWN shall save and hold harmless the CITY from and against all suits or claims that may be based upon any alleged injury to any person or property in the course of the performance of this Agreement by the TOWN, whether such claims shall be made by an employee of the TOWN or by a third person, and whether or not it shall be claimed that the alleged injury was caused through a negligent act or omission of the TOWN, and the TOWN shall, at its own cost and expense, pay all charges of attorneys and all costs and other expenses arising therefrom, or incurred in connection therewith, and any judgment that shall be rendered against the CITY in any such action or actions, the TOWN shall, at its own cost and expense, satisfy and discharge the same. The CITY shall save and hold harmless the TOWN from and against all suits or claims that may be based upon any alleged injury to any person or property in the course of the performance of this Agreement by the CITY, whether such claims shall be made by an employee of the CITY, or by a third person, and whether or not it shall be claimed that the alleged injury was caused through a negligent act or omission of the CITY, and the CITY shall, at its own cost and expense, pay all charges of attorneys and all costs and other expenses arising therefrom, or incurred in connection therewith:

and any judgements that shall be rendered against the TOWN in any such action or actions, the CITY shall, at its own cost and expense, satisfy and discharge the same.

17. All claims, disputes and other matters in question between the parties to this Agreement shall be decided by arbitration in accordance with pertinent Rules of the American Arbitration Association. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of the demand for arbitration shall be filed with the other party to the Agreement and with the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal.

No arbitration arising out of or relating to this Agreement shall include by consolidation, joinder or in any other manner, any other person or entity who is not a party to this Agreement unless 1) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and 2) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

18. This Agreement supercedes any and all prior Agreements between the parties hereto upon the execution hereof, subject to its retroactive application as provided herein.
19. The terms of this Agreement shall be for the period of the useful life of the sewage treatment plant, which is hereby determined to be thirty (30) years, subject, however, to the rate and formula adjustments which are provided for herein. This Agreement shall be applied retroactively to July 1, 1978 and shall be used in computing all charges due the CITY for sewage disposal beginning on that date. Upon execution hereof, the TOWN agrees that all sums for sewage treatment from that date through the quarter ending September 30, 1982 are immediately due and payable and will be paid forthwith, allowing due credit for sums paid under the terms of the prior Agreement between the TOWN and the CITY.

INWITNESS WHEREOF, the parties hereto have signed this agreement on the date first above written.

TOWN OF CORTLANDVILLE

BY Stanley T. Nadolski
Stanley T. Nadolski, Supervisor

CITY OF CORTLAND

BY Edmund A. Hart
Edmund A. Hart, Mayor

STATE OF NEW YORK :
COUNTY OF CORTLAND : SS:

On this 3rd day of November, 1982, before me personally came and appeared STANLEY T. NADOLSKI, to me known, who being by me duly sworn, did depose and say that he resides at 1 Westmore Lane, Cortland, New York, that he is the SUPERVISOR of the TOWN OF CORTLANDVILLE, the municipality described in and which executed the foregoing instrument; that he knows the seal of said municipality; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the Town Board and that he signed his name thereto by like order.

Pauline H. Parker
Notary Public

PAULINE H. PARKER REG. NO. 3016600
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN CORTLAND COUNTY
MY COMMISSION EXPIRES MARCH 30, 1983

STATE OF NEW YORK :
COUNTY OF CORTLAND : SS:

On this 20th day of December, 1982, before me personally came and appeared EDMUND A. HART, to me known, who being by me duly sworn, did depose and say that he resides at 3 Broadway, Cortland, New York, that he is the MAYOR of the CITY OF CORTLAND, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the Common Council and that he signed his name thereto by like order.

Edna P. Puzo
Notary Public

EDNA P. PUZO Reg. No. 4713119
Notary Public, State of New York
Qualified in Cortland County
My Commission Expires March 30, 1984



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

CCSPCA AGREEMENT

THIS AGREEMENT, made this 1st day of October, 2012 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 2013 for the purpose of furnishing public dog related services pursuant to the provisions of section 1215, 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 2013, and the party of the second part hereby covenants and agrees to pay the party of the party of the first part for such services, the said sum to be paid in equal monthly payments of \$6253.79, with payment to be made on or before the first day of each and every month.

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.

B. Emergency Services

- 1. Emergency Services shall be defined as, but not limited to; responding to calls for the seizure of dangerous dogs, injured abandoned dogs, or dog attacks on farm and domestic animals.
- 2. The CCSPCA shall provide Emergency Services during business hours and after hours upon request.
- 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. It 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 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: _____

By: _____
Neil Burns, Board Vice President

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.

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 below, the CCSPCA hereby covenants 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 NYS 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, 2013 through December 31, 2013. The CCSPCA's responsibilities shall include periodic patrols within the municipality. The CCSPCA shall enforce the provisions of Article 7 of 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 seize "at large" dogs that are off their owners' property. The CCSPCA shall respond to calls to pick up unlicensed and injured dogs and shall seize dogs that are determined to be dangerous according to law. Commence Dangerous dog proceedings, and enforce violations of New York State and City of Cortland Dog Control Laws and Ordinances.
2. The CCSPCA shall provide dog control on all business days for eight hours per day between 7:00 a.m. to 4:00 p.m. Business days shall be defined as those days in which the City of Cortland municipal offices are open for business.
3. 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 insurance coverage and mandatory worker compensation coverage.
4. 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.

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.

Bloomberg

New York Municipalities Borrow \$200 Million From State's Pension System

By Freeman Klopott - Feb 28, 2012

New York's (STONY1) local governments have borrowed about \$200 million this year from the state's retirement fund, \$156 million more than last year, when the program to spread out pension costs was implemented.

About 165 of more than 3,000 local governments, school districts and agencies opted into the program, which requires that they pay interest to the \$140.3 billion fund on the deferred portion of their pension payments, Eric Sumberg, a spokesman for Comptroller Thomas DiNapoli, said in an e-mail today. The state also plans to use IOUs for at least \$562.9 million as part of the program this year, Sumberg said.

"While the state's pension fund is one of the strongest performers in the country, costs have increased due to the Wall Street meltdown in 2008-2009," DiNapoli, a 58-year-old Democrat, said in a statement. "Amortizing pension costs is an option for some local governments to manage cash flow and to budget for long-term pension costs in good times and bad times."

New York's retirement fund, the third-biggest U.S. public pension, had 101.5 percent of the money needed to pay its obligations in 2010, better than any other state, according to an annual study by Bloomberg Rankings. To keep it funded after losses incurred in the financial crisis, the system has increased the payments made by local governments.

Rising Costs

By 2015, 35 percent of local budgets will be consumed by pension costs, up from 3 percent in 2001, Governor Andrew Cuomo said yesterday at a meeting of the New York State Conference of Mayors and Municipal Officials in Albany, the capital.

Under similar circumstances, other states, including Illinois, have issued bonds to fund their retirement plans.

New York's voluntary plan to defer some cash payments was created in 2010 by DiNapoli. It allows state and local governments to hold off on paying a portion of pension costs if they agree to pay

interest on the deferred amount. The plan is meant to smooth out fluctuations in the rate public employers pay to the system by also allowing localities to build reserve funds when earnings on the fund are high.

Last year, local governments deferred \$43.4 million, Sumberg said. The totals for this year were reported earlier today by The New York Times.

"It doesn't make the obligation go away, but gives you the opportunity to amortize, over a period of time, the increase," DiNapoli said yesterday at the mayors conference. "It gives you help right now, not 30 years from now."

Cuomo is pushing for a pension overhaul he says would save \$113 billion over 30 years for public employers, including New York City, in part by raising the retirement age to 65 from 62 for most workers and offering a 401(k)-type option to new ones.

To contact the reporter on this story: Freeman Klopott in Albany, New York, at fklopott@bloomberg.net

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NYS PENSION CONTRIBUTION STABILIZATION PROGRAM

OVERVIEW from

http://www.osc.state.ny.us/retire/employers/contribution_stabilization/index.php

The Contribution Stabilization Program is an optional program that establishes a graded contribution rate system. If you elect to participate, it enables you to pay a portion of your annual contribution over time, leading to smoother, more predictable pension costs.

This option was first available in fiscal year 2011. If you did not elect to participate in 2011 or 2012, you can opt into the program in the future. You will be able to download an election form each year with your annual invoice. You will still have the option to prepay your annual contribution by December 15.

Once you amortize, you cannot withdraw from the program; however, you do not have to amortize each year and you can choose to amortize less than the maximum amount allowed.

Amortizations are paid over a ten-year period at an interest rate comparable to taxable fixed income investments of a similar duration. The interest rate for amounts amortized in fiscal year 2013 is 3.00 percent. You can prepay amortized amounts without penalty.

Under this program, no money is taken from the New York State Common Retirement Fund. In addition, the calculation of future rates and the System's funded ratio are not affected.

HOW THE PROGRAM WORKS

1. We (NYS Retirement System) determine an employer's normal annual contribution using the rates established according to our usual procedures. The Contribution Stabilization Program does not change these procedures or the method for determining the normal annual contribution. The normal annual contribution is the total bill, excluding payments for deficiency, group life, previous amortizations, incentive costs and prior year's adjustments.
2. We establish graded rates using the methods established by the Contribution Stabilization Program.
3. We determine an employer's graded contribution.
4. The maximum amount an employer can amortize is the difference between the normal and graded contribution. Employers may choose to amortize less than the maximum amount.
5. Employers will pay interest on the amortized amount, which will be determined by the Comptroller and be comparable to taxable fixed income investments of a similar duration. The interest rate will be set annually.

6. The interest rate on an amount amortized in a given year will be the interest rate for that year and will be fixed for the duration of that ten-year payment period. Amounts amortized in other years will be at the interest rate set for the year of the amortization.

As the System's average rates rise, your annual contribution under this program would be less than the normal contribution, since the graded rate increase is capped at 1 percent. When the System's average rates begin to decline, the graded rates will decline in 1 percent increments. Therefore, it will be possible for the System's average rates to be lower than the graded rates. In this case, you will be required to pay the graded rate. Any additional contributions you make will first be used to pay off existing amortizations. If all amortizations have been paid, any excess will be deposited into a reserve account and will be used to offset future increases in contribution rates.

GRADED RATES

- For fiscal year 2013, the ERS graded rate is 11.5 percent of total salaries; the PFRS graded rate is 19.5 percent. Future graded rates will be capped at an annual increase or decrease of 1 percent of total salaries.
- The increase or decrease in graded rates depends on the gap between the System's average rate and the previous graded rate:
 - If the gap is 1 percent or more, then the graded rate will increase/decrease by 1 percent in the direction of the System's average rate.
 - If the gap is less than 1 percent, then the graded rate will be set to the System's average rate.
- The increase/decrease in the graded rates began with contributions due for fiscal year 2011. Since the gap between the System's average rate and 2013 graded rate is greater than 1 percent, the graded rates for fiscal year 2013 are 11.5 percent for ERS and 19.5 percent for PFRS.
- Graded rates exclude any employer group life insurance owed that fiscal year.

CALCULATING THE MAXIMUM AMOUNT OF ELIGIBLE FOR AMORTIZATION

First, the System's actuary determines the System's average and graded rates.

For fiscal year 2013:

- The average rate is 18.9 percent for ERS (including 0.4 percent GLIP) and 25.8 percent for PFRS (including 0.1 percent GLIP).
- The graded rate is 11.5 percent for ERS and 19.5 percent for PFRS.

For fiscal year 2014:

- The average rate is 20.9 percent for ERS (including 0.4 percent GLIP) and 28.9 percent for PFRS (no GLIP rate this year).
- The graded rate is 12.5 percent for ERS and 20.5 percent for PFRS.

Then, the actuary:

1. Determines the employer's normal contribution

Subtracts the value of Group Term Life Insurance (0.4 percent for most ERS and 0.1 percent for PFRS and ERS special plans) from employer's invoiced contribution (not including payments for deficiency, previous amortizations, incentive costs or prior year's adjustments).

2. Determines the employer's average rate

Divides the normal contribution by the projected salary.

3. Determines the employer's graded rate

Compares the employer's average rate to the System's average rate. If the employer's average rate is ≥ 75 percent of the System's average rate, the employer's graded rate equals the System's graded rate.

4. Determines the employer's graded contribution

Multiplies the employer's projected salary by the employer's graded rate.

5. Determines the maximum amortization amount

Subtracts the employer's graded contribution from the normal contribution.

Example of Amortization Calculation

Employer's projected salary	\$122,143,450
Employer's normal annual contribution(invoiced contribution based on retirement plans offered and normal contribution rates minus the value of GTLI)	20,764,387*
Employer's average rate(employer's normal contribution divided by employer's projected salary)	17.0%
Employer's graded rate(since employer's average rate is \geq System's graded rate, employer's graded rate equals System's graded rate)	11.5%
Employer's graded contribution(employer's projected salary multiplied by employer's graded rate)	14,046,496
Maximum amortization amount(difference between the employer's normal contribution and graded contribution)	6,717,891**

*Does not include payments for deficiency, previous amortizations, incentive costs and prior year's adjustments.

**Lesser amounts can be amortized and employers are not required to amortize each year.

ABSTRACT OF AUDITED VOUCHERS, TO BE PAID FEBRUARY 01, 2013

CLAIMANT	DESCRIPTION	CODE NUMBER	VENDOR #	AMOUNT	TOTAL
FINANCE					
BONADIO & CO LLP	2012 AUDIT	A-1325-415-00	6310	\$5,000.00	\$5,000.00
ASSESSMENT					
DAVID BRIGGS	CONTRACT - FEBRUARY	A-1355-415-00	6830	\$1,600.00	\$1,600.00
PRINTING AND ADVERTISING					
SMITH INGALLS FRENCH	TAX BILL PAPER - PINK	A-1362-400-00	57925	\$86.42	\$86.42
CENTRAL SERVICE / COPY MACHINES					
EASTERN COPY PRODUCTS	COPIES - MAYOR	A-1670-415-00	19375	\$6.12	\$6.12
ANIMAL CONTROL					
CORTLAND COUNTY SPCA	CONTRACT - FEBRUARY	A-3510-415-00	13400	\$6,708.34	\$6,708.34
	TOTAL				\$13,400.88