



City Council Minutes
The City of Cortland
February 19, 2013

Council Meeting #4
February 19, 2013
Regular Session
City Hall
7:00 PM

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

Staff Present: Corporation Counsel Kelly Colasurdo, Director of Administration & Finance Mack Cook, and Donna Coye from the City Clerk's Office

Absent: Alderman Ferrer

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

PLEDGE OF ALLEGIANCE

Public Comments

Mayor Tobin instructed anyone making public comments to limit their comments to 3 minutes and asked that people speak on items relative to City business and on things that can be dealt with by the City.

First to speak was Jim French, congratulating all the Community, noting the interested students here tonight on behalf of Wickwire Pool. Mr. French wished to address the problems with traffic on Port Watson Street and future problems that may arise on Pendleton Street when they put in the unloading dock for the railroad down there. He also noted, as he had discussed with the Mayor, the empty lot that goes into the back of Marietta's parking lot, if it would be possible to run a one-way street off from there. He would like the City to consider making Port Watson a one-way street from Pendleton to Main Street to possibly alleviate traffic congestion in the area. The Mayor assured him that in going forward with the railroad yard, traffic issues will be considered.

Next to speak was Arnold Talentino to voice his objection to the Community garden in Suggett Park. He felt it would be an inappropriate use of the park as it has been a public playing field for many years, and often used by young people, kids, for picnics and other gatherings in the park. At the time when the garden would be most instructive to students, the students would not be in school. Also, grant money runs out, interest fades and the City might be left with a section of the park all dug up and not usable for a playing field.

Next to speak was Ann Doyle noting there would be a Neighborhood Watch meeting tomorrow at the Parkside Church at 78 Homer Ave at 6:30. Mike Dexter will be there to speak on the City tree program and she hopes to have more information on the garden that is going to be in Suggestt Park. She let the students in attendance know that they were always welcome to come to the Neighborhood Watch meetings.

Ms. Doyle also wanted to mention that the League of Women Voters has a program tomorrow night at the Beard Building on global warming at 5:00 in case you can't make her meeting.

She also would like to thank all the students getting Wickwire pool back in order.

Finally, Beverly Ellefson, who resides on Chestnut Street, spoke to address the proposed garden in Suggestt Park. Residents did not find out about this idea until Friday evening, and did not know until this morning that this was going to be an agenda item for the Common Council. She sent the Mayor and the Aldermen an email addressing the concerns of the residents. Mrs. Ellefson stated that it would be a very dangerous precedent for the City to set, to carve up a park to be used for things that are not established uses for the Park. Several of her neighbors are opposed to this use.

MINUTES

RESOLUTION #23 of 2013 – Resolution to approve the minutes of the February 5, 2013 Meeting.

Motion By: Alderman Quail
Seconded By: Alderman Silliman

Approved: Ayes – 7
Nays – 0

Bills were reviewed.

Some discussion among the Council ensued regarding a Workers Compensation yearly payment of \$172,463.28. Council waited until Director of Finance Mack Cook was present before discussing with the public.

Ward Reports

Ward 4 – Alderman Bennett

Nothing to report.

Ward 8 – Alderman Michales

The crows have entered Ward 8 and he is trying to obtain the crow machine to place in one of the neighborhoods.

A meeting of Ward 8 is scheduled for March 13th, in the Mayor's Conference Room at 7 PM to discuss the Pendleton update, go over some neighborhood concerns, and the railroad crossing issues.

Ward 3 – Alderman Dye

Quiet in the 3rd Ward, but he did receive an email about a problem of cats on Otter Creek Place.

Ward 2 – Alderman Silliman

Very quiet in the second ward, however she had some concerns regarding parking. Cars that are parked illegally have not been getting ticketed so she was glad to see Item #7 as a discussion on the agenda regarding increasing the hourly rates for Parking Enforcement Officers so we can keep more people on the job.

Ward 1 – Alderman Bird

The biggest thing happening in Ward 1 is the Suggett Park Garden. She had received a lot of phone calls about it.

Ward 7 – Alderman Ferguson

The 7th Ward has been quiet. She is planning a Ward meeting in March, which will be announced at the next meeting and topics will include Neighborhood Watch and discussion of events to plan for children at Dexter Park.

Ward 5 – Alderman Quail

The 5th Ward is having a Neighborhood Watch meeting this Thursday at 6:30 at the Daily Grind South, however with construction going on, the meeting may be changed to the Mayor's Conference Room. Discussion will be about a dog park and a Community Garden.

Mayor's Report

Mayor Tobin had a few things to relate. First, Aldermen Michales, Ferguson and Silliman attended the Housing Committee meeting to discuss some housing issues in the Community and more information will be coming forward in the next couple of weeks.

There was a Gateway Project Committee meeting to give a presentation to the public about some plans for The Gateway, which runs from Route 81 all the way down to Main Street, and what the impression is that people get when first coming into our City. Different potential designs and plans may be viewed on the City website, Cortland.org and the City is looking for feedback from the general public. The idea is to spruce up our Community and keep people proud of the area we live in.

There will be a County, City, Towns, Villages and Schools meeting at the Courthouse next Tuesday at 6 PM to discuss the landfill and recycling. This has a direct impact on everyone in the County, and will give them an opportunity to hear about what the County may be doing with the landfill.

Item # 1 - Wickwire Pool presentation of the Pool's impact upon the Community .
(Caroline Kaltefleiter, PhD, SUNY Communications Department)

To speak was Caroline Kaltefleiter to acknowledge some of the work that has been done in previous semesters. Justin Smith is a recent graduate of the Communication Studies Department, and he designed the media hub featured in tonight's presentation. She also wanted to acknowledge her colleague, Dr. Cynthia Sarver in the English Department. The blogs that will be seen in the media were produced by her students.

Ms. Kaltefleiter noted that last year they gave a presentation at the Blue Frog using mobile photography to document the economic injustice, or poverty in and around Cortland, getting the students to think about where they are living and how they might contribute to making a better life here for everybody. The suggestion from that presentation was if something could be done with the Wickwire Pool.

Four students, Jessica Childers, Victoria Grillo, Ethan Giventer and Simon Tucky were introduced, who put together a presentation, condensed an entire semester of work into about 20 minutes. About 35 students are present here tonight.

Mayor Tobin thanked Ms. Kaltefleiter and the students for their time, efforts and commitment to the Community.

To speak was Sara Watrous, explaining the exact areas to be closed off to traffic and that Police Chief Catalano, the Fire Department, and the St. Charles Hotel gave their approval.

RESOLUTION #24 OF 2013 – Resolved to allow the Mayor to close a small part of Central / Greenbush and East Ave. / Pendleton on April 21, 2013 from 11:30 AM to 2:30 PM for Cortland Blooms 2013.

Motion By: Alderman Bennett
Seconded By: Alderman Michales

Approved: Ayes – 7
Nays – 0

Item #3 - Discussion regarding the Parker School neighborhood Garden Plan.

Alderman Bird stated that the Garden would actually be presented by Sustainable Cortland representatives Anna Bennett, of the Environmental Advisory Committee, and Sara Watrous, who also is a new member of that Committee.

Sustainable Cortland met with John McNerney of the Youth Bureau to discuss the possibility of putting the garden in Suggett Park, taking advantage of a thousand dollar grant available through the Seven Valleys Health Coalition. Discussion ensued, some of

which was in favor of the Garden and some was against the idea. The Council decided to table the discussion and consider the plan at the March 5th meeting in order to review the proposal and allow time for residents to voice opinions.

Mayor Tobin suggested compiling a list of concerns that have come up, to meet with Sara, Alderman Bird and any other Council members and residents.

RESOLUTION #25 OF 2013 – Resolved to enter into a contract with Mike Dexter, for the care and maintenance of the Water Works, pending review by Corporation Counsel.
(Mayor Tobin)

Motion By: Alderman Quail
Seconded By: Alderman Bird

Approved: Ayes – 7
Nays – 0

The Mayor noted that this is annual contract to be updated and signed, with no changes from last year's contract, including compensation for landscaping and care of the Water Works. It is a very extensive contract and covers a multitude of things that Mike does there.

RESOLUTION #26 OF 2013 – Resolved to allow the Mayor to enter into a User Agreement with Cortland County, pending review by Corporation Counsel.

Motion By: Alderman Bennett
Seconded By: Alderman Silliman

Approved: Ayes – 7
Nays – 0

Mayor Tobin explained that the User Agreement involves primarily Chief Catalano and Chief Glover. When the radio agreement came about, there was certain equipment requested and as time has evolved, the need for additional equipment is needed. This does not deal with the finances of the agreement, it deals with proprietary rights of the equipment, which is under warranty for 3 years, after which the City will take responsibility for the maintenance.

RESOLUTION #27 OF 2013 – Resolved to designate the Common Council of the City of Cortland as Lead Agency for the SEQR process for the renovation project to upgrade the existing Waste Water Treatment Plant. (Bruce Adams)

Motion By: Alderman Bennett
Seconded By: Alderman Silliman

Approved: Ayes – 7
Nays – 0

Bruce Adams noted the Council packet included a long form SEQR, and Corporation Counsel has raised the question if a long form is necessary.

RESOLUTION #28 OF 2013 – Resolution to increase the hourly rate for the Parking Enforcement officers employed in the Police Department to \$10.50/hour.

Motion By: Alderman Quail
Seconded By: Alderman Dye

Approved: Ayes - 7
Nays – 0

Chief Catalano offered explanation for the increase in pay. Recruiting and training for this position is very difficult for various reasons:

- The pay rate
- The abuse they sustain – some people would rather have handcuffs slapped on them than get a parking ticket.
- The weather is a factor

It is a Civil Service position that requires passing an exam, scoring in the top three. The Department has had only one person for several months now. The current pay rate is \$8.75 an hour with no benefits. The Chief is proposing to raise the pay to \$10.50 an hour.

Item #8 - Consideration of a Resolution to allow the Mayor to enter into a contract to have cameras installed on Main Street. (Deputy Chief Paul Sandy)

Mayor Tobin suggested pulling this item from the agenda until he could spend more time with Deputy Chief Sandy and craft out some of the details regarding the potential for cameras on Main Street and all the little things that go along with that. His concern is to put a clear picture of what is being proposed in front of everybody to save some time in discussing what can be done.

Council was in agreement to take more time.

RESOLUTION #29 OF 2013 - Be it resolved, the Common Council of the City of Cortland does hereby release the tax lien on the real property known as 17 Stewart Place, City of Cortland, County of Cortland, New York for all taxes owed through 2013, except the 2013/2014 school taxes, in exchange for payment of all sums received from the mortgage foreclosure action (Cortland County Index No. 09-11) presently pending against said property after payment of attorney fees and disbursements in and related to said foreclosure action; and further authorizes the Mayor to settle and/or sign a settlement agreement and/or any other document(s) necessary to release said tax lien upon these terms and conditions.

Motion By: Alderman Quail
Seconded By: Alderman Bird

Approved: Ayes - 7
Nays - 0

Mayor Tobin stated that the City has a "vacant" property on Stewart Place that has some outstanding money, and some legal tie-up as the reason it has not moved forward. In conjunction with outside counsel for another entity we will be able to move on the property. It should bring the property back on the tax roles.

Adjournment

Motion By: Alderman Silliman
Seconded By: Alderman Bird

Approved: Ayes - 7
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 19th DAY OF FEBRUARY, 2013. I FURTHER CERTIFY THE FOREGOING RESOLUTIONS WERE PRESENTED TO THE MAYOR IN THE TIME REQUIRED FOR HIS CONCURRENCE IN ADOPTION OR REJECTION BY VETO POWER.

JUDITH CHAMBERLIN, CITY CLERK

MAYOR TOBIN

ABSTRACT OF AUDITED VOUCHERS, TO BE PAID MARCH 15, 2013

<u>CLAIMANT</u>	<u>DESCRIPTION</u>	<u>CODE NUMBER</u>	<u>VENDOR #</u>	<u>AMOUNT</u>	<u>TOTAL</u>
MAYORS					
STAPLES	ENDURAGLIDE AST.	A-1210-403-00	58475	\$4.55	
STAPLES	OFFICE SUPPLIES	A-1210-403-00	58475	\$162.93	\$167.48
FINANCE					
HUMMEL'S OP	STORAGE BOXES	A-1325-403-00	11018	\$128.26	
HUMMEL'S OP	COVER	A-1325-403-00	11018	\$33.84	\$162.10
CITY CLERK					
MULLEN OFFICE	OFFICE SUPPLIES	A-1410-403-00	42000	\$40.43	
RICOH	COPIER LEASE - CITY CLERK	A-1410-403-01	30406	\$26.77	
CORTLAND STANDARD	LEGAL NOTICE	A-1410-405-00	15400	\$61.50	\$128.70
LAW					
D&T COMMUNICATIONS	INSTALL EXT.	A-1420-415-00	17060	\$110.00	
HICKEY & GATES LLC	PROFESSIONAL SERVICES	A-1420-415-00	28567	\$757.20	
HICKEY & GATES LLC	PROFESSIONAL SERVICES	A-1420-415-00	28567	\$350.25	
HISCOCK & BARCLAY	PROFESSIONAL SERVICES	A-1420-415-00	28643	\$1,737.00	
HISCOCK & BARCLAY	PROFESSIONAL SERVICES	A-1420-415-00	28643	\$517.00	
KETH DAYTON	PROFESSIONAL SERVICES	A-1620-415-00	17182	\$1,750.00	
KETH DAYTON	PROFESSIONAL SERVICES	A-1420-415-00	17182	\$1,750.00	
WEST PAYMENT	SUBSCRIPTION	A-1420-415-00	66000	\$410.00	\$7,381.45
BUILDING AND GROUNDS					
HUMMEL'S OP	COPY PAPER (SAFETY)	A-1620-403-00	11018	\$5.69	
HUMMEL'S OP	STORAGE BOXES (SAFETY)	A-1620-403-00	11018	\$64.13	
HUMMEL'S OP	INK CRTDG. (SAFETY)	A-1620-403-00	11018	\$80.89	
JOHNSTON PAPER	LINERS, ROLL TOWELS	A-1620-405-00	33147	\$384.18	
ADVANTAGE	CLEANING 01/14/ - 01/25/13	A-1620-415-00	1509	\$2,840.00	
J J KELLER	OSHA COMPL. MATERIAL	A-1620-416-00	34305	\$21.60	\$3,396.49
CENTRAL SERVICE					
COMDOC INC.	COPIER LEASE - MAYOR	A-1670-415-00	11452	\$92.70	\$92.70
DATA PROCESSING					
STAPLES	COMPUTER SUPPLIES	A-1680-403-00	58475	\$203.60	
STAPLES	MEMOREX LIGHTSCRIBE DVD	A-1620-405-00	58475	\$97.56	
AVG TECHNOLOGIES USA	ANIT VIRUS (50) COMPUTERS	A-1680-415-00	1228	\$1,550.50	
CDW - G	ROUTER	A-1680-415-00	10631	\$139.29	
CITRIX ONLINE	GOTOASSIST REMOTE SUPPORT	A-1680-415-00	10780	\$69.00	\$2,059.95
POLICE					
CORTLAND CO HIGHWAY	FUEL - APRIL 2012	A-3120-401-00	13300	\$208.85	\$208.85
TOTAL					\$13,597.72

Mack Cook

From: Mack Cook
Sent: Wednesday, February 20, 2013 3:08 PM
To: Brian Tobin; ward1 (ward1@cortland.org); ward2 (ward2@cortland.org); ward3 (ward3@cortland.org); ward4 (ward4@cortland.org); ward5; ward6 (ward6@cortland.org); ward7 (ward7@cortland.org); ward8 (ward8@cortland.org)
Subject: Retiree Drug Subsidiary Program
Attachments: Employer Retiree Drug Subsidiary Manual Part 1.pdf; Employer Retiree Drug Subsidiary Manual Part 2.pdf; Part D Employer Retiree Drug Subsidiary.pdf

Mayor and Members of Common Council

I would like to place on the next agenda for discussion and/or resolution the following proposal. This is a complicated subject and I am available to discuss at any time

PROPOSAL

Retain for an annual fee of \$7,500 Benefits Consulting Group to make application on behalf of the City to the Center for Medicare Services for participation in the Retiree Drug Subsidiary Program and apply for the annual subsidiary.

BACKGROUND

The Retiree Drug Subsidy (RDS) program was authorized in 2003 by Part D of the Medicare Modernization Act, and permits employers and unions with qualifying prescription drug plans to receive retiree drug subsidy payments. The positive benefit to the City from the RDS program is that subsidy payment available to the City as a plan sponsor.

The retiree drug subsidy is one of several options available under Medicare that enables employers and unions to continue assisting their Medicare eligible retirees in obtaining more generous drug coverage. The Center for Medicare Services (CMS) lists four objectives behind the RDS program:

- maximizing the number of retirees benefiting from the special retiree drug subsidy;
- assuring that plan sponsors contribute to retiree drug coverage at least what Medicare pays on retirees' behalf;
- minimizing administrative burden while maximizing flexibility for employers and unions; and
- remaining within budget estimates.

Subsidy payments equal 28 percent of each qualifying retiree's allowable prescription drug costs attributable to gross prescription drug costs between the applicable cost threshold and cost limit (that is, in 2013, drug spending between \$325 and \$6,600 for 2013). Gross costs are costs incurred for Part D, which are any drugs that can be covered under the Medicare Prescription Drug benefit. Gross costs include dispensing fees, but exclude administrative costs. Allowable costs are actual incurred costs (i.e., net of discounts rebates, and similar price concessions).

To qualify for the subsidy, a plan sponsor must show that its coverage is "actuarially equivalent" to (i.e., at least as generous as) defined standard coverage under the new Medicare prescription drug benefit. The final

regulation includes a two-part test for plan sponsors to determine whether this standard, referred to as "actuarial equivalence," has been met.

The first part of this test is the total or "gross" value test. To meet this requirement, the expected amount of paid claims for Medicare beneficiaries in the retiree drug coverage offered by the sponsor must be at least equal to the expected amount of paid claims for the same beneficiaries under the defined standard coverage. The second part of this test is the "net" value test, which takes into account the sponsor's contribution toward the financing of the retiree drug coverage. The net value of the sponsor's retiree plan, which is calculated by subtracting the expected retiree premium from the expected amount of paid claims under the sponsor's drug program, must be at least equal to the net value of the Part D standard drug benefit.

The final rule provides that in calculating the net value of standard Part D drug coverage, one takes into account the impact of having an employer's or union's coverage supplement a retiree's standard Part D coverage (in addition to subtracting the beneficiary premiums from the gross value of Part D). This would lower the amount of the expected paid claims under Part D because, under the true-out-of-pocket requirements, having supplemental coverage will raise the spending threshold when Part D catastrophic coverage begins. Together, both parts of the test present a good balance of preventing windfalls being paid to sponsors and allowing as many sponsors to qualify for the subsidy as possible.

Fifty percent of the health Insurance premiums are paid to retirees of which approximately one-half are Medicare eligible. In terms of dollars an estimated \$470,000 of the total \$902,000 the City paid in 2011 for Prescription drug care is attributed to 114 Medicare eligible retirees on the City's plan. Applying the 2013 thresholds to the City's average Rx cost the potential annual subsidiary is \$121,000.

Retiree Drug Subsidiary			
Estimated Rx Drug Cost			
2011 total Rx Costs	\$ 902,054		
2011 Average Plan Participates	219		
Average Rx cost per participate	\$ 4,119		Subsidiary
Estimated Total Medicare Eligible Rx Cost	\$ 469,562	<u>\$ 121,104</u>	
Subsidiary Percentage Calculation			
per user cost	\$ 4,119		
Threshold	\$ (325)	28%	\$ 1,062 25.8%

For a detail discussion of the Retiree Drug Subsidiary see the attached article; *Part D Employee Retiree Drug Subsidy: Inception, Implementation and Issues*, Ann Costello, Benefits Quarterly, Fourth Quarter 2010.

DRAWBACK

The drawback in the RDS is the complexity of the application process and then applying for the subsidiary. Attached as a PDF is the CMS Employer Manual governing the RDS program. The City has neither the expertise nor the resources to administrator the RDS program in-house.

PROPOSED SOLUTION

Larry Fisher through his company, Benefits Consulting Group (BCG) provides for an annual fee of \$7,500 the resources necessary for the City to participate in the RDS program. Specifically these services are:

- Apply, manage and maintain the Medicare RDS initiative. BCG services will include the following:
 - Completion of the on-line application through CMS
 - Collaboration with respective TPA's (Excellus and Pro Act) to obtain all data required for the maintenance of the program
 - Coordinate the uploading of the initial retiree list with the plan sponsor as well as coordinating the claim information with the pharmacy benefit manager
 - Collaborate with the City regarding payment setup for the application and provide ongoing administrative support as necessary to meet compliance obligations
 - Coordinate the annual RDS attestation obligations; BCG will solicit actuarial resources to conduct the attestation with estimated costs in the \$1500 - \$2000 range
 - Coordinate the Notice of Credible Coverage (NOCC) letters for the City to distribute

Mack Cook

From: Mack Cook
Sent: Friday, February 22, 2013 3:06 PM
To: Brian Tobin; ward1 (ward1@cortland.org); ward2 (ward2@cortland.org); ward3 (ward3@cortland.org); ward4 (ward4@cortland.org); ward5; ward6 (ward6@cortland.org); ward7 (ward7@cortland.org); ward8 (ward8@cortland.org); Chris Bistocchi; Nicholas Dovi
Subject: Street Paving Program--For discussion

To: Mayor and Members of Common Council
Re: Street Paving Program
From: Chris Bistocchi, Nick Dovi & Mack Cook
Date: February 22, 2013

City staff is proposing a long-term street paving program that leverages the annual allocated CHIPS funding from the State. Under the plan being proposed the City would enter into an approximately one million dollar- five year renewable unbounded line of credit pledging the annual CHIPS allocation as repayment. The Department of Public Works would then draw against the line for funds needed for paving and street repair according to a five year revolving plan. Under the plan the DPW would perform three years of aggressive paving and two years of maintenance. At the end of the first five year rotation the credit line would be replenished and another three year aggressive period would commence followed by a two year maintenance schedule. The Department estimates that under normal environmental and traffic conditions the useful life of paving is ten years.

For example, in 2013 the Department has formulated the following paving schedule:

STREET NAME	COST
Mildred Avenue	\$66,951
Parker Avenue	\$55,145
Willow Avenue	\$25,994
Pearne Avenue	\$32,515
East Main Street	\$36,743
Denti Way	\$26,950
Homer Avenue	\$176,624
Hickory Lane	\$52,623
Hickory Park Road	\$203,743
Madison Street	\$31,022
TOTAL	<u>\$708,309</u>

Because of weather, traffic, water and sewer line breakage, and utility work the exact street-by-street paving schedules in year two through five becomes more tentative but for purposes of illustration the tentative plan for 2014 and 2015 is as follow:

2014

STREET NAME	COST
Sunnyfield Drive	\$55,250
Kent Drive	\$49,467
Fox Hollow Road	\$62,489
Northcliff	\$31,885
E. Garfield	\$37,437
N. Franklin	\$26,000
Loope Street	\$13,955
TOTAL	<u>\$276,484</u>

2015

STREET NAME	COST
Alvena Avenue	\$50,133
Orchard Street	\$21,929
TOTAL	<u>\$72,062</u>

Entering 2016 the Department would have approximately \$22,500 reminding on the credit line to fund light paving and street maintenance as needed in years 2016 and 2017. In 2018 the line would be replenished to its one million dollar level and the cycle of 3 years aggressive paving followed by 2 years of maintenance would be repeated.

2018

STREET NAME	COST
Pleasant Street	\$33,668
Pleasant Street	\$11,335
Harrington Avenue	\$24,705
Monroe Heights	\$26,666
Madison St	\$94,222
Groton Ave	\$114,240
Rickard St	\$74,913
Front St	\$48,850
North St	\$35,432
Randall St	\$92,155
TOTAL	<u>\$556,187</u>

2019

STREET NAME	COST
Cedar St	\$65,814
(South)Church St	\$94,500
TOTAL	<u>\$160,314</u>

As illustrated, the estimated cost of the work planned in 2013 exceeds the annual funding received under the CHIPs program. However by establishing a line of credit amortized as follow, the Department is able to do work as needed and not do work as funded.

Amount Borrowed (PV) \$1,079,382.23
 Annual Repayment \$ 229,000
 Interest Rate 2.0%
 Term in Years 5

Year	Payment	Interest	Principal	O/S Loan	Draw down	Line Available
			Amount Borrowed	\$1,079,382		
1	\$ 229,000	\$ 21,588	\$ 207,412	\$ 871,970	\$ 708,309	\$ 371,073
2	\$ 229,000	\$ 17,439	\$ 211,561	\$ 660,409	\$ 276,484	\$ 94,589
3	\$ 229,000	\$ 13,208	\$ 215,792	\$ 444,617	\$ 72,062	\$ 22,527
4	\$ 229,000	\$ 8,892	\$ 220,108	\$ 224,510	\$ 11,264	\$ 11,264
5	\$ 229,000	\$ 4,490	\$ 224,510	\$ 0	\$ 11,264	\$ -
6				\$ 1,079,382		
7	\$ 229,000	\$ 21,588	\$ 207,412	\$ 871,970	\$ 556,187	\$ 523,195
8	\$ 229,000	\$ 17,439	\$ 211,561	\$ 660,409	\$ 160,314	\$ 362,881
9	\$ 229,000	\$ 13,208	\$ 215,792	\$ 444,617	\$ 215,876	\$ 147,005
10	\$ 229,000	\$ 8,892	\$ 220,108	\$ 224,510	\$ 53,969	\$ 93,035
11	\$ 229,000	\$ 4,490	\$ 224,510	\$ 0	\$ 93,035	\$ -
12				\$ 1,079,382		
13	\$ 229,000	\$ 21,588	\$ 207,412	\$ 871,970	\$ 539,691	\$ 539,691
14	\$ 229,000	\$ 17,439	\$ 211,561	\$ 660,409	\$ 215,876	\$ 323,815
15	\$ 229,000	\$ 13,208	\$ 215,792	\$ 444,617	\$ 215,876	\$ 107,938
16	\$ 229,000	\$ 8,892	\$ 220,108	\$ 224,510	\$ 53,969	\$ 53,969
17	\$ 229,000	\$ 4,490	\$ 224,510	\$ (0)	\$ 53,969	\$ -
	Amount Borrowed			\$ 3,238,146		
	Amount Repaid			\$ 3,435,000		
	Interest Paid			\$ 196,854		

Risks and downsides:

The obvious risk in this proposal is the continuation of the CHIPS program at the \$229,000 annual level. Although it is impossible to predict future state budgets, the CHIPS program at the current funding level has remain constant over the last several years and not subject to the political discussion in the State budget process.

The downside is that over a fifteen year cycle the City pays interest slightly less than one year’s annual CHIPS funding. (Assuming a constant interest rate) This would be monies that would have otherwise been used for street repairs and maintenance under the City current methodology.

Benefits:

The benefit is that the Public Works Department can schedule long-term and formulate a plan based upon need and not upon annual funding levels. In addition the City is better able to match the useful life of paving with the term of the indebtedness.

Comments and suggestions welcomed.

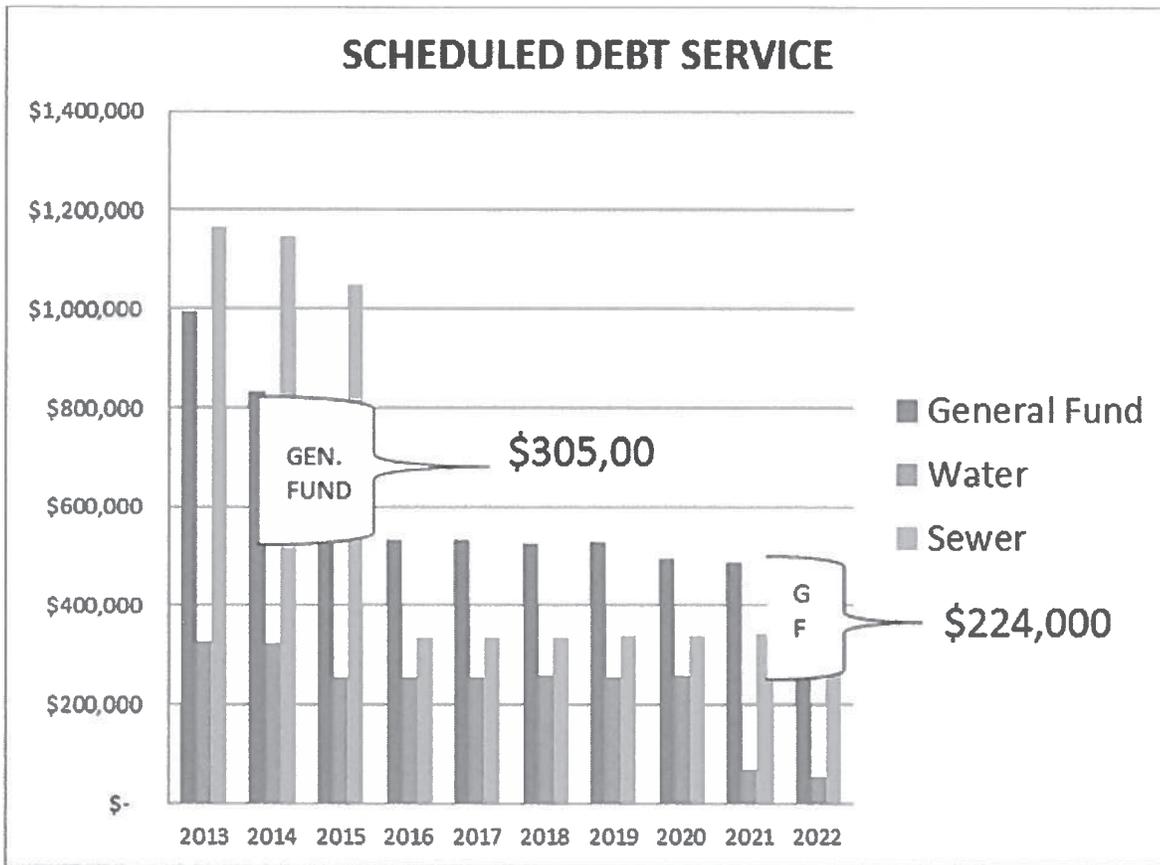
Mack Cook

From: Mack Cook
Sent: Thursday, February 28, 2013 12:47 PM
To: Mack Cook
Subject: FW: Street Paving Program--For discussion

From: Mack Cook
Sent: Thursday, February 28, 2013 10:42 AM
To: Chris Bistocchi; ward4; Brian Tobin; ward1; ward2; ward3; ward5; ward6; ward7; ward8; Nicholas Dovi
Subject: RE: Street Paving Program--For discussion

I would like to add to Chris's well-reasoned response to Alderman Bennett's very relevant question. To paraphrase the Alderman's concern. By going to a 3 year heavy schedule followed by a two year light schedule are we exposing the City in years 4 and 5 of not having the money to repair unforeseen damage.

To answer I have inserted below a chart of the City debt service for the next ten years. As illustrated in 2016, which is year 4 in the paving schedule, the debt services decreases by \$305,000. I have no illusions that in 2016 the whole \$305,000 will be "free money" ; health insurance, wage increases, and the need to take on new debt to replace DPW equipment will most certainly claim a portion of the \$305,000. However it would be prudent to put forth a plan wherein the City annually reserves part of the decrease debt service for emergency street repairs; i.e., \$125,000-\$150,000. The reserve would be structured as a committed set-a-side in the fund balance with clearly defined controls similar to the other reserves in the City's fund policy. Over time the reserve would be funded to a prudent level i.e. \$300,000-\$500,000, that would provide the City with an available resource to make emergency repairs as needed without inhibiting scheduled repairs and paving.



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

From: Chris Bistocchi

Sent: Wednesday, February 27, 2013 1:06 PM

To: ward4; Mack Cook; Brian Tobin; ward1; ward2; ward3; ward5; ward6; ward7; ward8; Nicholas Dovi

Subject: RE: Street Paving Program--For discussion

good question...the freeze/thaw cycles are brutal, especially this winter. I am seeing alot of stressed roadbases out there and i'm sure this will continue in the winters to come. Perhaps we could make take a large chunk of streets this 2013 season and pare down the 2014 & 2015 lists to reflect a "cushion" for streets that do fail after a previously harsh winter.

Keep in mind, not only do we have winter damage to deal with but NYSEG is a bad winter in itself!(sorry Ken)...they continue work on Garfield and Franklin as we speak, making it almost impossible to save it for a 2015 or beyond construction season.

by giving us access to a larger amount of monies allows us to approach this from an "as needed" rehab compared to a "affordable" work to be done.

i hope this helps more than hurts, but either way we need to address the failing City infrastructure that has been neglected for years.

ChrisB

From: ward4

Sent: Wednesday, February 27, 2013 11:41 AM

To: Mack Cook; Brian Tobin; ward1; ward2; ward3; ward5; ward6; ward7; ward8; Chris Bistocchi; Nicholas Dovi

Subject: RE: Street Paving Program--For discussion

Mack,

Thank you for this breakdown, I will have to think more about this, Chris and Nick what are your thoughts? I am sure you like the thought of being aggressive the first couple years and being able to plan more in advance knowing those funds will be there. One of my concerns is future winters. We all know one really bad winter with a lot more plowing and much colder temps can cause havoc. What happens if year 4 & 5 winters have ruin 3 or 4 streets and now the credit line is already depleted.

John

GUIDELINES CHIPS CAPITAL PROGRAM

I. INTRODUCTION

The Consolidated Local Street and Highway Improvement Program (CHIPS) provides State funds to municipalities to support the construction and repair of highways, bridges, highway-railroad crossings, and other facilities that are not on the State highway system.

The applicable rules for the CHIPS Program are contained in Section 10-c of the State Highway Law. Apportionments to municipalities are calculated annually by the New York State Department of Transportation (NYSDOT) according to formulas specified in this section of the Law.

Upon approval of the State Budget, NYSDOT determines each municipality's final CHIPS Capital apportionment for the new State fiscal year and notifies them of the available amount via the letter for the scheduled June payment and a posting to the Capital Apportionment Balances link on the CHIPS website.

II. SPECIAL REQUIREMENTS FOR CHIPS CAPITAL PROJECTS

In order to be eligible for CHIPS Capital reimbursement, the capital project must: (1) be undertaken by a municipality; (2) be for highway-related purposes; and (3) have a service life of 10 years or more with normal maintenance or comply with the exceptions below.

A. PROJECT ELIGIBILITY

The municipality is responsible for selecting eligible project activities and must certify the project is expected to have a useful service life of at least 10 years or where the project is either: (1) microsurfacing; (2) paver placed surface treatment; (3) single course surface treatment involving chip seals or oil and stone; or (4) double course surface treatment involving chip seals or oil and stone. Traffic types (for example, heavy truck traffic vs. light truck traffic), traffic volumes, climate, base conditions (for roadway projects), the type of treatment applied, and materials used are all factors which can substantially extend or shorten the expected service life of a particular project.

Items which are **not eligible** for CHIPS Capital reimbursement include:

- Operation and maintenance activities such as pothole repairs, crack sealing, snow removal, brush and weed control, street cleaning, highway planning studies, administrative disbursements (including administering CHIPS) not associated with a specific CHIPS Capital project, and purchase of materials not associated with a specific CHIPS Capital project.
- State highways, including locally maintained State arterials in cities.
- Parking lots or parking garages which are not owned by a municipality and linked to a transit purpose.
- Sanitary sewers, water lines, and other utilities which are not impacted by a highway/bridge reconstruction project.
- Bicycle access features outside the highway right-of-way.
- Amounts paid by a municipality for interest or indirect costs (e.g., costs of issuance) on local bonds or notes issued to finance eligible project costs.

GUIDELINES CHIPS CAPITAL PROGRAM

B. ELIGIBLE EQUIPMENT

In order to be eligible for CHIPS reimbursement, the municipality should purchase all Attachments at the same time as their associated equipment for CHIPS reimbursement. Attachments which are purchased at a different time from the actual equipment are not eligible for CHIPS reimbursement.

If you have any questions concerning a project's eligibility for CHIPS Capital reimbursement, please contact your NYSDOT Regional CHIPS Representative.

C. ELIGIBLE PROJECT COSTS/DISBURSEMENTS

Eligible project costs consist of disbursements for all phases of an eligible CHIPS Capital project, including: the construction cost for projects done by contract; or the cost of labor, equipment usage (purchase or rental), and materials for work done by local forces. Total project cost also includes: (1) administrative costs (surveys, etc.); (2) purchase of necessary right-of-way; (3) design (whether in-house or by consultant); and (4) construction inspection for a specific eligible CHIPS Capital project.

Payment requests for a particular reimbursement may only be for disbursements made during the expenditure eligibility period specified for that reimbursement.

Project disbursements must be documented and maintained in project records, which are subject to future audit. This documentation should include copies of checks to vendors and supporting receipts (bill of sales) for purchases of materials (delivered and accepted) or for the purchase or rental of equipment. It is also acceptable to use proper documentation by the municipality's official accounting system for municipal force efforts for labor, equipment, and materials withdrawn from existing inventories.

D. REIMBURSEMENT REQUEST FORM (CP73) CERTIFICATION

The State relies on the signature of the responsible municipal official (most commonly the highway superintendent) to certify the request for reimbursement is consistent with the requirements of the CHIPS Program. The signatory must understand that he/she undertakes a legal obligation by signing the CP73 form. The signed certification means:

- the project has a 10 year minimum service life or where the project is either: (1) microsurfacing; (2) paver placed surface treatment; (3) single course surface treatment involving chip seals or oil and stone; or (4) double course surface treatment involving chip seals or oil and stone;
- project disbursements were made during the reimbursement period;
- reimbursement has not been previously requested; and
- the project is for public purposes, not for the benefit of private parties.

E. QUARTERLY CHIPS PAYMENTS

CHIPS Capital reimbursement payments are issued by the NYS Thruway Authority on June 15, September 15, December 15, and March 15, or as soon thereafter as funds become available for such payments.

GUIDELINES CHIPS CAPITAL PROGRAM

F. LIMITS ON WORK COMPLETED/PERFORMED BY MUNICIPAL FORCES/COMPETITIVE BID REQUIREMENTS

Funds allocated for local street or highway projects under Highway Law Section 10-c, subdivision 4, paragraph e shall be used to undertake work on a project either with the municipality's own forces (force account work) or by contract. If performed by force account, any procured labor, materials and/or equipment shall be in accordance with all applicable procurement laws or requirements. For calculation purposes, construction cost includes all labor, equipment, and materials required to construct the project. It does not include the cost of design, right-of-way purchase, or construction inspection.

1. When the estimate for the construction work is \$100,000 or less, the work can be performed with the municipality's own forces or by contract. If performed by contract, all contracts must be in accordance with the provisions of General Municipal Law Section 103.
2. When the estimate for the construction work exceeds \$100,000 but does not exceed \$250,000, the work can be performed with the municipality's own forces or by contract let by competitive bid in accordance with the provisions of General Municipal Law Section 103.
3. When the estimate for the construction work exceeds \$250,000, the work must be performed by contract let by competitive bid in accordance with the provisions of General Municipal Law Section 103.

G. USE OF CHIPS CAPITAL FUNDS FOR LOCAL MATCH

CHIPS Capital funds can be used as the local match on other State or Federally funded highway capital projects having a 10-year minimum service life.

H. TIMELY EXPENDITURE OF CHIPS CAPITAL FUNDS

Municipalities are encouraged to: (1) spend up to their full CHIPS Capital apportionment each State fiscal year (SFY) on capital projects eligible for CHIPS Capital reimbursement; and (2) submit reimbursement requests for those capital project expenditures to their NYSDOT Regional CHIPS Representative.

Unreimbursed funds from one or more previous SFYs are considered rollover funds, which are drawn against before reimbursements are made from the current SFY apportionment. If the Legislature were to ever restrict or eliminate the availability of rollover funds from one or more previous SFYs, those municipalities with rollover fund balances would lose some or all of these funds. Consequently, municipalities are encouraged to minimize their accumulation of rollover funds.

For unreimbursed expenditures eligible for reimbursement from a previous SFY CHIPS Capital "rollover" balance, reimbursement eligibility is limited to only those unreimbursed local expenditures made within an 18 month period prior to the scheduled quarterly payment date specified in the current NYSDOT payment notification letter.

GUIDELINES CHIPS CAPITAL PROGRAM

III. PROGRAM CONTROLS

A. FINANCIAL AUDITS

All expenditures for CHIPS projects are subject to audit by the Office of the State Comptroller (OSC) or NYSDOT. It is important that the municipality keep consistent and accurate records with approved accounting practices.

The NYS Archives authorizes disposition of municipal records based on fiscal and other requirements. The NYS Department of Transportation recommends that municipalities keep copies of submitted CHIPS reimbursement request forms (and any supporting documentation for a reimbursement request) for a period of 10 years after final reimbursements have been made for the project(s) identified on the form(s).

B. PROGRAM REVIEWS

NYSDOT may periodically review a sampling of CHIPS Capital projects for which reimbursement has been requested. This review effort could include site visits to completed project sites.

CHAPTER

1

ASPHALT PAVING

Common Defect Allegations

- *Movement of the subgrade is the major cause of asphalt pavement failure. Water is the major cause of subgrade movement, beyond poor compaction. The cross slope should be such that there is no water ponding on the surface. Water should be directed away from buildings and paved surfaces.*
- *Ordinarily, defect claims on asphalt include cracking, settling, and alligating. Sometimes problems are caused by improper installation, but usually they result from lack of maintenance, or the system has simply run the length of its normal useful life. The insurance industry assigns the normal useful life of various products to establish depreciation schedules. The recognized industry normal useful life of asphalt paving is 10 years. Therefore, asphalt paving that shows deterioration at 9 years and 10 months, for example, is quite ordinary, and not a compensable claim. Traditional maintenance requires that the surface be recoated regularly with a slurry seal or fresh oil and sand to reduce the evaporation of resins from the integral adhesives within the product.*

USEFUL LIFE

10 YRS

Introduction

Often there is no written residential standard that clarifies trade custom or defines deficiencies commonly found in defect claims. In the case of asphalt paving on private land (driveways rather than street paving), building codes typically do not address installation. There are, however, some industry standards that are helpful.

This chapter presents these industry standards, in addition to the editors' comments on good practice, which are based on experience in residential asphalt construction and light commercial paving.

Rating system

Surface rating	Visible distress*	General condition/ treatment measures
10 Excellent	None.	New construction.
9 Excellent	None.	Recent overlay. Like new.
8 Very Good	No longitudinal cracks except reflection of paving joints. Occasional transverse cracks, widely spaced (40' or greater). All cracks sealed or tight (open less than 1/4").	Recent sealcoat or new cold mix. Little or no maintenance required.
7 Good	Very slight or no raveling, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transverse cracks (open 1/4") spaced 10' or more apart, little or slight crack raveling. No patching or very few patches in excellent condition.	First signs of aging. Maintain with routine crack filling.
6 Good	Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4"–1/2"), some spaced less than 10'. First sign of block cracking. Slight to moderate flushing or polishing. Occasional patching in good condition.	Shows signs of aging. Sound structural condition. Could extend life with sealcoat.
5 Fair	Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transverse cracks (open 1/2") show first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Some patching or edge wedging in good condition.	Surface aging. Sound structural condition. Needs sealcoat or thin non-structural overlay (less than 2")
4 Fair	Severe surface raveling. Multiple longitudinal and transverse cracking with slight raveling. Longitudinal cracking in wheel path. Block cracking (over 50% of surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less).	Significant aging and first signs of need for strengthening. Would benefit from a structural overlay (2" or more).
3 Poor	Closely spaced longitudinal and transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of surface). Patches in fair to poor condition. Moderate rutting or distortion (1" or 2" deep). Occasional potholes.	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of overlay.
2 Very Poor	Alligator cracking (over 25% of surface). Severe distortions (over 2" deep). Extensive patching in poor condition. Potholes.	Severe deterioration. Needs reconstruction with extensive base repair. Pulverization of old pavement is effective.
1 Failed	Severe distress with extensive loss of surface integrity.	Failed. Needs total reconstruction.

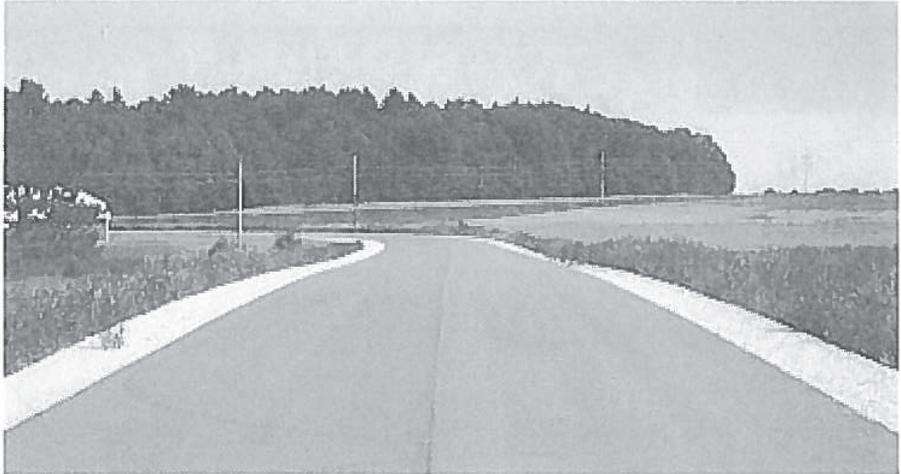
* Individual pavements will not have all of the types of distress listed for any particular rating. They may have only one or two types.

16 Rating pavement surface condition

RATING 10 & 9

**EXCELLENT —
No maintenance required**

Newly constructed or recently overlaid roads are in excellent condition and require no maintenance.



▶
RATING 10
New construction.



▶
RATING 9
Recent overlay,
rural.



▶
RATING 9
Recent overlay,
urban.



RATING 8

VERY GOOD —
Little or no maintenance required

This category includes roads which have been recently sealcoated or overlaid with new cold mix. It also includes recently constructed or overlaid roads which may show longitudinal or transverse cracks. All cracks are tight or sealed.

◀ Recent chip seal.



◀ Recent slurry seal.

▼ Widely spaced, sealed cracks.



▲ New cold mix surface.



18 Rating pavement surface condition

RATING 7

GOOD —

Routine sealing recommended

Roads show first signs of aging, and they may have very slight raveling. Any longitudinal cracks are along paving joint. Transverse cracks may be approximately 10' or more apart. All cracks are 1/4" or less, with little or no crack erosion. Few if any patches, all in very good condition. Maintain a crack sealing program.

▶
Tight and sealed
transverse and
longitudinal cracks.
Maintain crack
sealing program.



▶
Tight and sealed
transverse and
longitudinal cracks.



▶
Transverse cracks
about 10' or more
apart. Maintain crack
sealing program.



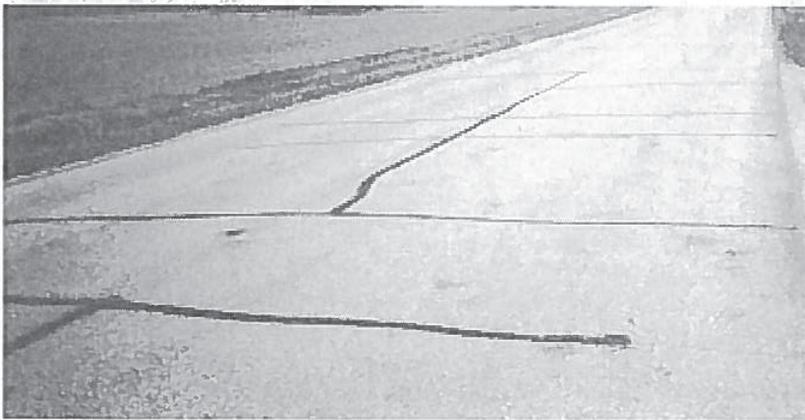


RATING 6

GOOD —
Consider preservative treatment

Roads are in sound structural condition but show definite signs of aging. Seal-coating could extend their useful life. There may be slight surface raveling. Transverse cracks can be frequent, less than 10' apart. Cracks may be 1/4-1/2" and sealed or open. Pavement is generally sound adjacent to cracks. First signs of block cracking may be evident. May have slight or moderate bleeding or polishing. Patches are in good condition.

◀ **Slight surface raveling with tight cracks, less than 10' apart.**



◀ **Transverse cracking less than 10' apart; cracks well-sealed.**

▼ **Large blocks, early signs of raveling and block cracking.**



▼ **Open crack, 1/2" wide; adjoining pavement sound.**



▼ **Moderate flushing.**



RATING 5

FAIR —
Preservative maintenance
treatment required

Roads are still in good structural condition but clearly need sealcoating or overlay. They may have moderate to severe surface raveling with significant loss of aggregate. First signs of longitudinal cracks near the edge. First signs of raveling along cracks. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Any patches or edge wedges are in good condition.

▼ Block cracking with open cracks.



► Moderate to severe raveling in wheel paths.



▼ Severe flushing.



▲ Wedges and patches extensive but in good condition.

Severe raveling with
▼ extreme loss of aggregate.



Load cracking and slight
▼ rutting in wheel path.



RATING 4

FAIR —
Structural improvement required

Roads show first signs of needing strengthening by overlay. They have very severe surface raveling which should no longer be sealed. First longitudinal cracking in wheel path. Many transverse cracks and some may be raveling slightly. Over 50% of the surface may have block cracking. Patches are in fair condition. They may have rutting less than 1/2" deep or slight distortion.

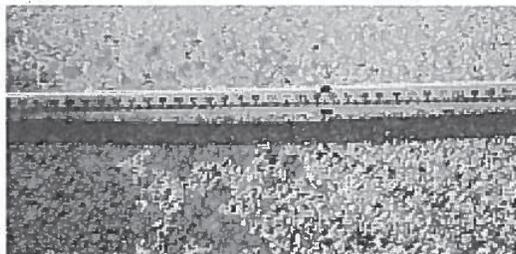


◀ Longitudinal cracking;
early load-related
distress in wheel path.
Strengthening needed.

▼ Slight rutting; patch
in good condition.



▶ Extensive block cracking.
Blocks tight and sound.
◀ Slight rutting in
wheel path.



RATING 3

POOR—

Structural improvement required

Roads must be strengthened with a structural overlay (2" or more). Will benefit from milling and very likely will require pavement patching and repair beforehand. Cracking will likely be extensive. Raveling and erosion in cracks may be common. Surface may have severe block cracking and show first signs of alligator cracking. Patches are in fair to poor condition. There is moderate distortion or rutting (1-2") and occasional potholes.

▶
Many wide and raveled cracks indicate need for milling and overlay.



▶
2" ruts need mill and overlay.



▶
Open and raveled block cracks.





RATING 3

POOR — (continued)
Structural improvement required

◀ Alligator cracking.
Edge needs repair
and drainage needs
improvement prior
to rehabilitation.

▼ Distortion with patches
in poor condition. Repair
and overlay.



RATING 2

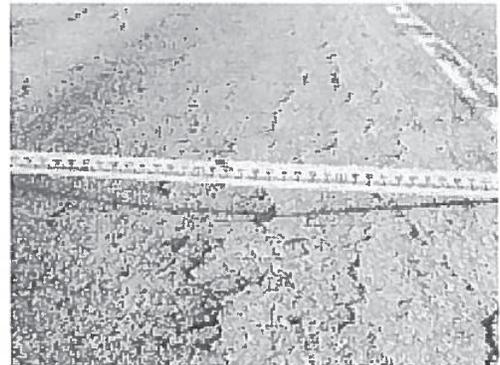
**VERY POOR—
Reconstruction required**

Roads are severely deteriorated and need reconstruction. Surface pulverization and additional base may be cost-effective. These roads have more than 25% alligator cracking, severe distortion or rutting, as well as potholes or extensive patches in poor condition.

▶ Extensive alligator cracking. Pulverize and rebuild.



▲ Patches in poor condition, wheelpath rutting. Pulverize, strengthen and reconstruct.



▲ Severe rutting. Strengthen base and reconstruct.

▶ Severe frost damage. Reconstruct.





RATING 1

**FAILED —
Reconstruction required**

Roads have failed, showing severe distress and extensive loss of surface integrity.

◀
Potholes from frost damage. Reconstruct.



◀
Potholes and severe alligator cracking. Failed pavement. Reconstruct.



◀
Extensive loss of surface. Rebuild.

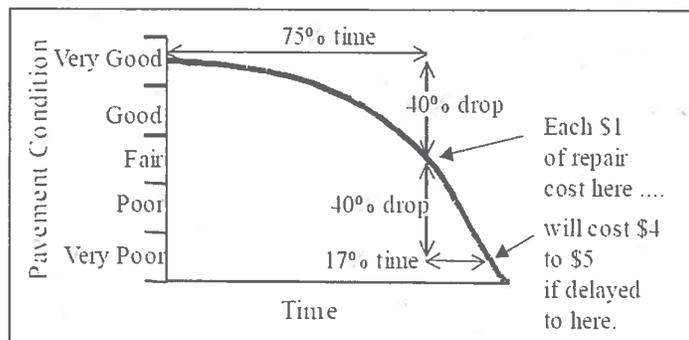
Dangers of Deferring Maintenance

With little maintenance or deferred maintenance, water, sewer and transportation infrastructure assets deteriorate rapidly, reducing their service life and greatly increasing the cost of repairs. For example, information obtained from the Cornell Local Roads Program²¹ shows that highways deteriorate slowly at first (see Figure 8). Then, when defects begin to occur, they worsen quickly. The cost of repairs to a road skyrockets as the pavement's condition deteriorates.

Similar trends exist for other types of capital assets. During our field visits, we found that officials in eight of the 12 local governments indicated that they have deferred capital projects recently due to limited funding. Many spoke of having to prioritize projects, and using limited funding for emergencies instead of regular maintenance. If this trend continues, future repair and replacement costs are likely to be much greater.

Figure 8

Accelerating Deterioration from Deferred Maintenance



Source: Cornell Local Roads Program

²¹ *Pavement Maintenance*, by David P. Orr, PE Senior Engineer, Cornell Local Roads Program, March 2006.

3 - Repair Techniques

There are many different pavement maintenance techniques. Before deciding which technique to use, make sure you know all of the possible choices. Some problems can only be solved with certain techniques. The list below describes the basic repairs that need to be in your pavement repair toolbox.

All Pavements

Do nothing

This is the most common repair choice, because of cost. It is used whenever economics dictate that no better choice exists. It is used on good and bad roads. A brand new road needs no repairs. On a poor, badly cracked surface, the best technique may be to do nothing. It may be better to leave a road in rough shape than to cover over the problem and have it recur almost immediately.

Drainage maintenance

This is absolutely critical to allow roads to last as long as possible. Drainage is the single most common problem that leads to premature failures. For more details on drainage, refer to the Cornell Local Roads Program manual, *Roadway and Roadside Drainage* (see Appendix B).

Asphalt Surfaced Pavement

Crack repairs

When cracks are narrow (1/4 inch to 1 inch) and not deteriorated on the edge, crack repairs are a good alternative. Crack repairs generally fall into two categories of work: *sealing* and *filling*. Sealing prevents the intrusion of water and debris into a *working* crack. A working crack is one that moves noticeably (more than an eighth of an inch) due to weather or traffic loads. Filling reduces the infiltration of water into a *non-working* crack.

Patching

Patching is a year-round activity that is done to keep road surfaces drivable. Most patching is done to fill potholes. Ruts, slippage and other pavement defects may also be fixed best by patching. Patching does not fix base problems. Types of patches include: cold asphalt “throw and roll,” hot asphalt “semi-permanent,” and spray patching. Patching is very economical if done properly.

Area repairs

Unlike patching, area repairs involve a more extensive repair. An area repair involves a cut out and replacement of a bad section of a road or street. It is relatively expensive for the area repaired, but since it fixes any base problems and is not wasteful, it can be the best alternative for roads with small areas of distress.

Thin wearing courses

Sometimes called surface treatments or seals, there is a large family of alternatives that fall into the field of a thin wearing course. They are generally less than one inch thick. This large variety of repairs is used to waterproof the pavement, restore skid resistance, and restore oxidized surfaces. Some surface treatments can fill minor ruts. Cracks and other defects will reflect through. Thin wearing courses do not add any structural strength.

Overlays

Generally greater than one-inch thick, an asphalt concrete overlay adds strength and can correct minor ride defects. Good timing is critical, due in part to the relatively high expense versus other maintenance activities. In an urban area, loss of curb reveal can be a problem. A tack coat is an important step to help make sure the technique has as much chance of success as possible. Details of overlay construction can be found in the Cornell Local Roads Program manual, *Asphalt Paving Principles* (see Appendix B).

Recycling

Recycling is the reuse of the asphalt surface, but it does not usually reuse the base. This environmentally-friendly technique fixes cracks and restores the surface, but it *does not* fix any base quality or drainage problems. Any isolated base or drainage problems should be repaired prior to recycling.

Reclamation

Reclamation or stabilization improves the base, as opposed to recycling, which does not. This is done via the addition of aggregates or chemicals to improve the quality of the base. When completed properly, it provides an almost new road. Reclamation can be very cost-effective, but the choice of stabilizing agent is very critical.

Total reconstruction

This is a very expensive technique, but it may be the only option for a badly deteriorated road. Total reconstruction can be cost-effective if done in conjunction with utility replacement. This choice is usually a last resort.

Gravel Surfaced Pavements

Dust control

Dust palliatives (emulsions, wood lignins, and salts) are used to keep the dust on the surface of the pavement and to improve safety for the traveling public. As opposed to stabilization, dust control is the primary reason for application and generally no working of the surface is needed. In many cases, dust control operations are scheduled to coincide with blading or grading.

Blading or dragging

A grader routinely needs to be used to resmooth a gravel surface. This is done with the blade of the grader set to vertical with a slight down pressure. Going slow is the key to success.

Sometimes this is called dragging, after the historical practice of using a horse-drawn wooden drag to perform the same function.

Reshaping

Reshaping and grading are done when blading is not enough. This generally requires pulling the gravel material into a windrow and respreading with the grader. Rolling the surface will improve the durability of this repair.

Patching and area repairs

For gravel roads, most patching is done in conjunction with other work. Scarify the material in the area needing patch to a depth of an inch more than the deepest pothole. Filling in potholes on gravel roads is usually not successful.

Stabilization

Usually one of the highest levels of repair on a gravel road, stabilization involves using chemicals or aggregate to help improve the quality of the material in the pavement. Asphalt emulsion, portland cement, calcium chloride, and salt have all been used as chemical additives. The choice of additive is critical to the success of the repair.

Overlays and surface treatments

Placing an asphalt overlay or surface treating the gravel is sometimes necessary to deal with increased traffic. When performing this repair, be sure the gravel surface does not have too many fines. If the fines content is above eight percent, the new surface will probably trap moisture and fail prematurely.

Total reconstruction

As with asphalt surfaced roadways, total reconstruction is a very expensive technique, but it may be the only option. For most gravel roads, this is usually done only when the road will be paved with asphalt.

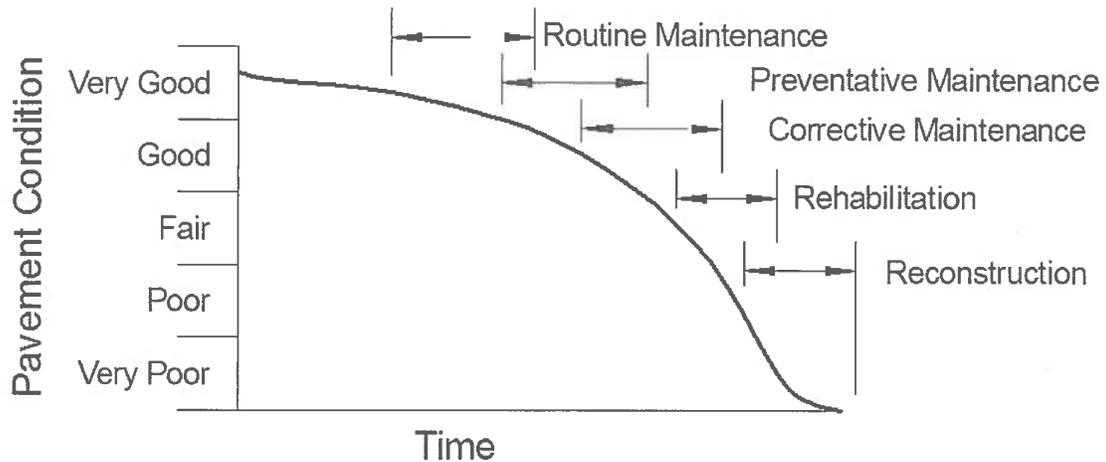


Figure 17 - Pavement repair alternatives

Selecting the repair

The first step is to evaluate the road. Divide the road network into segments, and do a condition survey on each segment. A condition survey documents the extent and severity of each type of pavement distress. Using the results of the condition survey, determine the possible pavement repairs. During the evaluation, ask the following questions:

- What kind of maintenance can fix the defects found?
- What repair, if any, will extend the life of the pavement?
- Which maintenance technique will be the most cost effective?

Table 4 shows a basic matrix to help select the proper repair. The table only shows which repairs may be used to fix a given distress at a reasonable price. Generally, the less expensive solutions will be in the lefthand columns. Within a treatment category, specific operations may not fix the distress in question. One example is a fog seal, which will not restore skid resistance, due to low friction. In actual field evaluation, other factors will need to be taken into account.

Mack Cook

From: Mack Cook
Sent: Thursday, February 21, 2013 10:45 AM
To: Brian Tobin; ward1 (ward1@cortland.org); ward2 (ward2@cortland.org); ward3 (ward3@cortland.org); ward4 (ward4@cortland.org); ward5; ward6 (ward6@cortland.org); ward7 (ward7@cortland.org); ward8 (ward8@cortland.org); Chief F. Michael Catalano; Charles Glover; David Briggs; 'kwhitney@cortland-co.org'
Subject: Assigning Street Numbers
Attachments: Scanned from a Xerox multifunction device001.pdf

To: Mayor and Members of Common Council

Re: Assigning street numbers

Date: February 21, 2013

Please find attached two e-mails from Legislator Kevin Whitney in his role as Chairman of the County's Judiciary and Public Safety Committee. In these e-mails Mr. Whitney is advocating to shift the responsibility for assigning new street addresses within the City from the Assessor's office (David Briggs) to the County Planning Office. The e-mails set forth the needs to centralize county-wide the assignment of street addresses.

I have copied David Briggs on this e-mail and ask him to offer his perspective on the matter.

I would like to place this matter on Council's agenda for the next meeting as a resolution authorizing the transfer of this responsibility from the City Assessor to the County Planning Department. Issuing of addresses is not an enumerated responsibility of the Assessor in either the Charter or the City Code.

Respectfully

Mack

Mack Cook

From: Kevin Whitney <kwhitney@cortland-co.org>
Sent: Saturday, June 09, 2012 1:29 PM
To: mayorsuits@yahoo.com; Mahlon Irish Jr. (MIJFIRE@aol.com); Brian Tobin; Mack Cook; jpitman@stny.rr.com; Dustin Contri (dudley112@yahoo.com); Charles Glover
Cc: Robert J. Corpora; Jack Hess; Dan Dineen; Eric Lopez; Danny Ross (External); Danny Ross; Mike Park; Martin Murphy; Nick Wagner; Lee Price; Herbert Barnhart; Robert Duell; Jeremy Boylan; Edward Purser; Kimberly Reakes
Subject: FW: Village of McGraw house numbering
Attachments: DOC050412.pdf

Hello All,

The State of New York is actively working with all the Counties to prepare for Next Generation 911 which involves accepting all the newest forms and mediums of technology from the public to communicate with 911 centers. The State is actually preparing to release a RFP this Fall to begin assembling data from every County to begin moving away from a physical address location to a GIS – Latitude / Longitude form of establishing locations. We have participated in several phone conferences, a physical meeting in Cortland, as well as working with the GIS department at SUNY Cortland to prepare for this.

One of the key components we have identified in our County that requires attention is we don't have one central point that assigns new addresses. The Cortland County Planning Department is the single source address assigning post for every Town and Village in Cortland County except for the following:

City of Cortland
Village of Homer
Village of Marathon

It is very clear from our conversations with various leaders from all three municipalities that it is not widely known why this is even the case. We have had the opportunity to speak with David Briggs and Chief Glover who both are unaware why this assignment has remained with the City. Both concur this should be moved to County Planning to assign. We have also spoken with both the Homer and Marathon Fire Chiefs who also concur that they have been asked to do this and both advise they are not suited to assign new street names and numbering matrix's.

I have included a letter the Village of McGraw did along with the accompanying resolution prepared by the County. There is no additional cost to any municipality. It is agreed by all that this should be done by one agency so that everything is consistent across the board allowing for only one database for such information to exist. If you have any questions please don't hesitate to call but we would be very appreciative if you could write a letter or pass a resolution granting permission for the Cortland County Planning Department to handle this responsibility.

Please call with any questions or need for further information or clarification.

Thanks,

Mack Cook

From: Kevin Whitney <kwhitney@cortland-co.org>
Sent: Wednesday, February 13, 2013 6:48 PM
To: Mack Cook; Brian Tobin
Cc: Charles Glover; Mike Park; Chief F. Michael Catalano
Subject: Addressing

Just checking on status / feasibility of transferring the addressing responsibility from the City to County Planning. At this point, street addresses for every municipality with the exception of the City and Village of Marathon are done by County Planning. The only reason I am reaching out again is we had a meeting with Spillman Cad Technologies yesterday and gis mapping and street addressing came up. One of the biggest items that drives the success of any cad program is the baseline map. If this information is coming from one central location it insures there is no duplication of numbers / names and the information is loaded right into the system.

Thanks,

Kevin Whitney
Chairman, Judiciary and Public Safety Committee
Cortland County Legislator – Town of Cortlandville
607 423-2073

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CORTLAND FIRE DEPARTMENT

BUDGET MEMORANDUM

DATE: 2/15/13

The Cortland Fire Department is in receipt of a deposit from FEMA in the amount of \$28,040 for reimbursement for costs associated with the SAFER grant. I am requesting the monies be appropriated as follows:

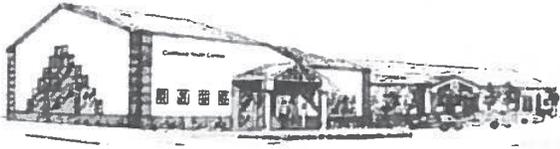
TRANSFERRED TO

ACCOUNT #: A3410-415 (Contractual)

AMOUNT: \$28,040

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: February 25, 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>Matthew McSherry</i>	<i>\$250.00</i>
<i>Donald & Caherine Smith</i>	<i>\$100.00</i>
<i>Margarette Kabanuk</i>	<i>\$ 50.00</i>
<i>Calendar Sales</i>	<i>\$260.00</i>

Total Donations = \$660..00

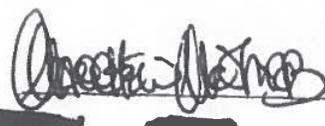
Funds should be deposited into the Wickwire Pool Trust Fund. Attached are copies of the checks. Feel free to contact me with any questions at 753-3021 ext.23.



MATTHEW MCSHERRY
MICHELLE MCSHERRY
 PH: 607-756-6044
 3693 KATIE LANE
 CORTLAND, NY 13045

50-264-213 10290
 Date: 2/6 2013

Pay To The Order Of: CORTLAND YOUTH BUREAU \$ 250.00
Two hundred + fifty + 00/100 Dollars

For: Widewire pool


DONALD B SMITH
CATHERINE D SMITH
 41 MORNINGSIDE DR 607-763-1001
 CORTLAND, NY 13046-1413

50-7044/2223 1245
 201

Date: 2/20/13

Pay to the Order of: Widewire Pool Trust Fund \$ 100.00
one hundred and 00/100 Dollars

FIRST NIAGARA

For: Widewire Pool

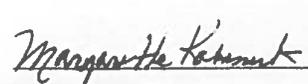

MARGARETTE KABANUK
 24 LANSING AVE. PH. 607-756-7423
 CORTLAND, NY 13045

50-351/213 6713

DATE: 2/22/13

PAY TO THE ORDER OF: Widewire Pool Trust Fund \$ 50.00
Fifty dollars DOLLARS

Alliance Bank 

MEMO: Don't know


Agreement
Between the
CSEA Inc., Local 1000 AFSCME, AFL-CIO
City of Cortland Unit 6558
And
The City of Cortland
January 1, 2012 – December 31, 2015

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AGREEMENT

Made this _____ day of _____, by and between the City of Cortland, hereinafter referred to as the Employer, and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter referred to as the Association.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

Section 1. Purpose

The purpose of this Agreement is to promote harmonious relations between the parties, and to establish equitable procedures for the resolution of differences, and to establish the rates of pay, hours of work, and working conditions of the association. The parties acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the foregoing subjects and incidental matters relating thereto, and the Association hereby waives its rights to raise any other topics or demand discussions on any other matters relating to terms and conditions of employment during the term of this Agreement.

Section 2. Equal Employment Opportunity

- A. The parties to this Agreement hereby affirm that they shall ensure equal opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, national origin, religious beliefs, handicap, marital status, political affiliation or belief.
- B. It is furthermore affirmed the concept and philosophy that equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.
- C. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE II

Section 1. Severability

Should any provision of this Agreement, or any supplement thereto, be held invalid or unconstitutional by operation of law or by the decision of any court of competent jurisdiction, such provision shall be deemed separate, distinct and independent, and such action shall not affect the validity of the remaining portions thereof. The parties hereto agree to honor the remaining portions of the contract and to meet for the purposed of renegotiating that portion declared invalid or unconstitutional.

ARTICLE III

Section 1. Recognition and Collective Negotiation Unit

- A. The Employer recognizes the Association as the sole and exclusive bargaining representative for the purposes of collective negotiations, grievances, and other terms and conditions of employment as defined in Section 201(4) of the Civil Service Law for employees in the following departments: Public Works Department, Water Department (including clerical), and Youth Bureau. Excluded employees shall include seasonal, temporary and auxiliary personnel, clerical personnel (excluding Water Department clerical), the Superintendent, Deputy Superintendent, and Acting Superintendent of any department.
- B. The Association affirms that it does not assert the right to strike against the Employer or to assist and participate in any such strike or impose any obligations upon its members to conduct, assist, or participate in such a strike. "Strike" shall include any type of work stoppage, slowdown, or any other concerted interference with normal efficient operations.
- C. The Employer agrees to deduct biweekly from the wages of each employee and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and/or CSEA-sponsored insurance premiums for the employees authorizing said deductions.
- D. The Employer shall deduct biweekly from the wages of each employee in the bargaining unit who is not a member of the Association, the amount equivalent to the membership dues levied by the Association and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The Association affirms that it has adopted and will adhere to the procedure for refund of agency fee deduction as required in Section 208.3 of the New York State Civil Service Law.
- E. The Association shall indemnify, defend and hold the Employer harmless against any and all claim, demand, suit, or liability that may occur for compliance with this section.
- F. The Employer shall provide to the Association unit president on an annual basis a list of all employees in the bargaining unit, including name, home address, job title, and starting date of employment.
- G. The Association representative and/or Association insurance representative shall have the right to visit employees on the job for purposes of administering the Agreement providing there is no unreasonable interruption of work caused by such meeting.
- H. The Association president or his/her designee shall be granted three (3) paid days per year to attend Association conferences providing the Employer is notified at least one (1) week in advance of said conference.

Section 2. Access to Employees

- A. The Association and its designated agents shall have the sole and exclusive right to access members of the bargaining unit during working hours to administer this Agreement and to explain Civil Service Employees Association sponsored benefits and programs during the term of this Agreement.
- B. The duties of a Steward include but are not limited to:
 - i. communicating with workers
 - ii. organizing workers around issues
 - iii. representing workers in the work place
 - iv. educating workers about CSEA Local
- C. The duties of a Grievance Representative include but are not limited to
 - i. representing bargaining unit employees in investigations/interrogations.
 - ii. representing bargaining unit employees in investigations and filing of a grievance
 - iii. representing bargaining unit employees through the grievance procedure
- D. The Union has the right, for the purpose of collective negotiations, to appoint a bargaining representative from each Department within the bargaining unit. Such bargaining representative shall be entitled to release time without loss of pay or leave credits for the purpose of any meetings involved with collective negotiations.
- E. Bargaining unit employees who have been designated to represent other members for grievances or adjustment of conditions and terms of this contract shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations. No such designated member shall leave his/her regularly assigned work obligations without first obtaining approval of his/her immediate supervisor or Department Head. The Association is to provide the City with a list of members so designated.
- F. The City recognizes the right of the employees to designate representatives of the Association to appear in their behalf to discuss salaries, working conditions, grievances, and disputes, relative to the terms and conditions of this contract and to visit employees on a reasonable basis during working hours.
- G. The Association will provide the Employer with a list of Stewards, Grievance Representatives and Committee members as changes occur.

ARTICLE IV

Section 1. Wages

- A. The Employer and the Association agree that the wage schedule for all bargaining unit employees shall be the schedules provided for in Appendix A. Schedules have been adjusted to represent wage increases as follows:

January 1, 2012	\$.27/hour
January 1, 2013	\$.20/hour
January 1, 2014	\$.20/hour
January 1, 2015	\$.20/hour

- B. The City will make an IRS 125 Program and a Deferred Compensation Plan available to CSEA members at their option.

Section 2. Newly Hired Employees

- A. All new employees are subject to a probationary period as required by the rules of the Cortland County Civil Service Commission. The employee's immediate supervisor shall notify the employee of their probationary period at the time of their initial employment. The employee shall be paid at the appropriate wage schedule rate for the position in accordance with the wage schedule in Appendix A.
- B. During the probationary period, the employee's performance is evaluated to determine whether further employment in a specific position or with the City is appropriate. When an employee completes the probationary period, the employee will be notified of his/her new status with the City. If the conduct or performance of an employee during his or her period of probation is unsatisfactory, his or her employment may be terminated at any time without further recourse.

Section 3. Definition of Hourly Employees

For the purpose of this contract, all employees in this bargaining unit shall be considered hourly employees.

ARTICLE V

Section 1. Longevity

- A. All hourly paid employees shall be entitled to a longevity increase in accordance with the following schedule.

<u>Completed Years of Continuous Service</u>	<u>2005</u>
5	.65/hr.
10	.94 “
12	1.04 “
14	1.09 “
16	1.19 “
18	1.24 “
20	1.34 “
22	1.39 “
24	1.44 “
25	1.49 “
30	1.54 “
35	1.59 “

- B. Longevity shall be accumulated on a continuous, uninterrupted service basis, not including authorized leave of absence. The forgoing longevity schedule shall be non-cumulative, i.e., there shall be no carry-forward or pyramiding of longevity.
- C. Employees shall become eligible for the appropriate longevity rate on their anniversary date.

ARTICLE VI

Section 1. **Workday/ Workweek - Department of Public Works, Youth Bureau**

- A. The normal workweek shall be 40 hours per week, eight hours per day, Monday through Friday. The normal workday shall consist of eight hour per day, commencing at 7 a.m. and ending at 3:00 p.m. Deviations of one hour in the a.m. and two hours in the p.m. are acceptable providing that no employee is deprived of a continuous eight-hour workday. The Employer’s need for and right to require overtime is recognized, and the Employer shall have the right to assign such overtime.
- B. Winter snow removal schedules and shift assignments in the Department of Public Works shall be determined by the parties during the month of October of each year.
- C. If any employee is required to remain on duty over eight hours, then he shall be compensated with compensable time off, or shall receive salary in lieu thereof, the minimum of which shall be one hour.
- D. If an employee has left the job and is re-called after normal working hours, the minimum shall be three hours of overtime pay.
- E. Water Department employees are not required to be on-call unless designated by the Department Head or his designee to be on-call. For Water Department employees, on-call shall be defined as required to be available by cell phone, home phone and/or to check emergency messages hourly

and to respond as needed. The designated on-call worker/supervisor shall be paid an additional stipend at the following rates:

1. \$50.00 Each weeknight Monday through Friday
2. \$75.00 For each 24 hour period falling on a weekend or City-observed holiday
3. Weeknight periods shall begin at 3:00 p.m. each weeknight and shall end at 7:00 a.m. the following weekday.
4. Weekend twenty-four (24) hour periods begin at 7:00 a.m. Saturday and/or 7:00 a.m. on Sunday and end at 7:00 a.m. on Monday.
5. Holiday twenty-four (24) hour periods begin at 7:00 a.m. on the City-observed holiday and end at 7:00 a.m. on the following day.
6. In the event the Department Head or his designee is unable to contact an on-call employee by the methods noted above, no compensation will be paid to said employee.
7. SCADA Calls - SCADA calls are not considered on-call and are a requirement of the job title and water license. Employees who are on the SCADA water system phone roster are expected to answer a call from the system and respond in accordance with this Agreement.

The Chief Water Treatment Plant Operator shall be the next SCADA contact number after the Chief Water System Operator followed by other Water Plant Operators in seniority order.

The SCADA responder shall make a determination as to who is qualified for assignment to the call and assign the call using the on-call overtime roster. If no on-call overtime roster employee accepts the overtime assignment, the responder shall work the overtime, or if not qualified to respond, call the Chief Water System Operator, or his/her designee, for assistance.

- F. Whenever the Employer requires a night shift, said night shift hours shall be between the hours of 3 p.m. to 11 p.m. shift and for the 11 p.m. to 7 a.m. shift, in addition to the basic wage rate.

<u>Eff. Date</u>	<u>3 p.m. to 11 p.m.</u>	<u>11 p.m. to 7 a.m.</u>
1/1/2007	\$.95/hr.	\$1.35/hr.

- G. Any other employee covered by this Agreement, who shall be assigned to a shift any part of which is included between the hours of 3 p.m. and 7 a.m. shall for all such hours worked in that time period be entitled to the same payment as set forth in the immediately preceding paragraph.

- H. Any employee, whose work schedule is involuntarily changed with less than one week's notice, except in the case of an emergency, shall be paid time and one-half (1 ½) for the first day of the revised work schedule.
- I. Employees shall receive two additional hours of overtime if he works Christmas two consecutive years.
- J. Without respect to the number of hours of overtime worked, an employee shall be entitled to work his normal work shift if he so elects provided that doing so shall not violate the Fair Labor Standards Act.
- K. Any employee if called by the Employer, while he is on vacation or holiday, shall have the option of not returning to work, except in case of an emergency.
- L. Any employee who is called to work during vacation or holiday period shall be paid time and one-half (1 ½) plus compensatory time off for each hour worked or paid at regular rate and the rate of one and one-half (1 ½) hours for each hour worked and compensatory time off.
- M. Employees shall be entitled to \$6.00 meal money, with no requirement to produce a receipt, after working three (3) continuous hours of unscheduled overtime.

Section 2. Overtime

- A. Available overtime shall be assigned by department to employees who normally perform such work under the supervisor responsible for assigning the overtime. Overtime will not be assigned outside the department unless departmental employees are not available or decline available overtime.
- B. The method of distributing overtime within each department shall be determined at Labor Management.
- C. Overtime shall be compensated at time and one-half (1 ½) the salary schedule rate, including any addition, i.e. shift differential, longevity, etc., made a part of this article or compensatory time off, insofar as the matter is permissible under the Federal Fair Labor Standards Act.
- D. Overtime is any time worked over eight hours per day or 40 hours per week.
- E. All employees who are required to work on off-duty hours shall have the option to decide whether he/she should receive pay for said overtime or compensatory time off. The employee shall notify his supervisor by the end of the pay period if he elects compensatory time off; failure to so notify the supervisor will result in payment for such work. Requests for the use of compensatory time off must be made no less than 24 hours prior to the time off requested. Such requests shall not be unreasonably denied and notice time may be waived in case of an emergency. Effective January 1, 2013, compensatory time shall accumulate to a maximum of 120 hours.

- F. There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation except in the case of an emergency.

Section 3. Workday/Workweek - Water Plant Operators

- A. Chief Water Treatment Plant Operator

Workday - 7 a.m. - 4 p.m. (one hour unpaid meal period)

Workweek Rotation - Seven (7) consecutive workdays, followed by two (2) consecutive pass days, followed by three (3) consecutive workdays, followed by two (2) consecutive pass days.

- B. Water Treatment Plant Operator

Workday - 7 a.m. - 4 p.m. (unpaid 1 hour meal period) (1st Shift)
2:30 p.m. - 11:30 p.m. (unpaid 1 hour meal period) (2nd shift)

Workweek Rotation - Seven (7) consecutive 2nd shift workdays, followed by two (2) consecutive pass days, followed by three (3) consecutive 1st shift workdays, followed by two (2) consecutive pass days.

Section 4. Workday/Workweek – Water Department Clerical Staff

Clerical Staff shall work Monday through Friday the same hours as clerical workers at City Hall unless the location of the Water Department business office changes. Clerical employees' base hourly rate shall be based on an 8-hour workday and 40 hour workweek. At the time of signing of this Agreement the workday of clerical employees shall include a paid one-hour lunch period. This shall remain in effect until changed by mutual agreement of the parties.

ARTICLE VII

Section 1. Sick Time

- A. Effective January 1, 2013, all bargaining unit employees shall accumulate sick leave at the rate of one day per month.
- B. In lieu of conversion to pay health insurance contribution at retirement the employee shall have the right to convert one-third of all accumulated sick time into cash.
- C. An employee reporting sick must notify the department at least one hour prior to the start of the employee's tour of duty. Sick leave shall not be granted unless such notification is made but instead will be considered as unauthorized time off without pay.

- D. A medical certificate may be required at the Employer's option and expense as a condition for payment of sick leave in excess of three days, except with respect to a period of time during which an employee is hospitalized. The Employer shall inform the employee within three hours of his calling in sick that it requires him to obtain a medical certificate, provided that if his shift starts after 12 noon, he shall be required to see a doctor before the next day. A medical certificate shall be accepted from a physician, physician's assistant, nurse practitioner or dentist. The Employer shall not abuse this requirement for a doctor's certificate.
- E. Under no circumstances will any combination of sick leave benefits with welfare or workers' compensation benefits exceed an employee's regular daily or weekly rate of pay period.
- F. Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from his Employer.

Section 2. Family Sick Leave

Employees may use family sick leave for absence from work due to the illness of a spouse, child, stepchild, foster child, mother, father, mother-in-law, father-in-law, or other person residing in the employee's household. Sick days used from the allotment noted in Section 1 of this Article for family sick leave shall not exceed five (5) days in any calendar year.

Section 3. Personal Leave

- A. Employees shall receive three (3) personal days per year upon completion of one year of service.
- B. Whenever possible, Department Heads should receive reasonable notice of intent and must give their permission for such use of personal time. Employees must request the use of personal time no less than 24 hours prior to the day(s) requested and the use of personal time is subject to the approval of the appropriate Department Head. Notice time may be waived in case of an emergency. There shall be no carry forward of excess personal days from one calendar year to another. Requests for use of personal leave shall not be unreasonable denied.

Section 4. Bereavement Leave

- A. In the event of a death of one of the following members of an employee's family – child, stepchild, foster child, spouse, parents, foster parents, step parents, mother-in-law, father-in-law, siblings, brother-in-law, sister-in-law, grandparents, spouse's grandparents or other person residing in the employee's household – the employee shall be excused from work at his/her request to attend the funeral and shall be paid on a daily basis for all days lost on the date of the funeral and the two (2) preceding days, not to exceed a total of three (3) days for any one funeral; providing that all those days were regularly scheduled workdays of the employee.

-
- B. The employee may set aside one of the above funeral leave days for interment which occurs at a later date.

- C. In the event of the death of an employee's close relatives or close friends not mentioned in the above paragraph, the employee shall be excused from work at his request, with the approval of the Department Head, to attend the funeral and shall be paid on a daily basis for the day of the funeral.

Section 5. Military Duty

An employee whose absence is necessitated by his/her engagement in the performance of military duty shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed a total of thirty calendar days or twenty-two working days, whichever is greater, per calendar year as provided by law.

Section 6. Jury Duty

Employees called to serve on jury duty shall receive the difference between their jury duty pay and their regular salary. However, any employee who is called to serve on jury duty must report to work if there are more than four hours left in his duty assignment after discharge from jury duty.

Section 7. Sick Leave Pool

In the event a member has exhausted his/her sick leave due to an extended illness or series of illnesses, other members may "donate" sick days or vacation days for the sole purpose of allowing the ill member to remain on the payroll. The donation of such days may not be done for the purpose of assisting a member to qualify for retirement health benefits.

ARTICLE VIII

Section 1. Vacation

- A. Effective January 1, 2007, all employees shall receive vacation time with pay under the following schedule:

After 6 months of continuous service	5 days vacation
After 1 year of continuous service	10 days vacation
After 5 years of continuous service	15 days vacation
After 10 years of continuous service	20 days vacation
After 20 years of continuous service	22 days vacation
After 25 years of continuous service	22 days vacation, plus 3 days additional paid in cash
After 30 years of continuous service	23 days vacation, plus 3 days additional paid in cash

For the purposes of this section continuous service shall be broken by a quit or discharge.

-
- B. Employees shall have the option to carry over one (1) week of vacation into the following calendar year. This carry over week must be used no later than July 31st of that year.

- C. Annually, employees shall have the option to convert up to 10* days of vacation to cash. *Not inclusive of 3 days paid vacation for 25+year employees.
- D. Upon retirement, an employee may be paid a lump-sum payment for unused vacation not to exceed the vacation that the employee is entitled to for that year.

ARTICLE IX

Section 1. Health Insurance and Life Insurance

- A. The Employer agrees to continue to provide a plan of sickness, accident and health insurance, including prescription program in accordance with provisions set forth below. Effective January 1, 2013, the payment on the prescription drug card shall be \$10.00 for Tier 1 drugs, \$25.00 for Tier 2 drugs, and \$40.00 for Tier 3 drugs and \$20.00 for Tier 1 drugs, \$50.00 for Tier 2 drugs, and \$80.00 for Tier 3 drugs through the Consortium mail order program under the Tompkins County Municipal Health Insurance Consortium. The City and CSEA shall continue discussion regarding the CanaRx program or other programs that reduce the cost of prescription drugs.
- B. The Employer agrees to provide at its own cost, a policy of life insurance in the sum of \$6,000 on the life of each employee with the right to each employee to select his own beneficiary.
- C. The Employer further agrees that in the event any changes with reference to the above plan are made that such new or substituted plan will be at least as good as the present plan above mentioned.
- D. All employees receiving health insurance coverage from the Employer shall be required to contribute 18% to the premium.
- E. Retiree Health Insurance. The employee's contribution to such coverage for bargaining unit members who retire during the term of this Agreement shall be as follows:
 - 1. Retiring employees with twenty (20) or more years of service who retire into the NYS Retirement System during the term of this Agreement shall pay the contribution rate in effect at the time of retirement during their retirement.
 - 2. Bargaining unit employees, except those qualifying under 3, 4, or 5 below, shall be allowed to convert up to 165 days of accumulated sick leave towards additional service credit (41j) and cash value at their hourly rate of pay to be held by the City to fund their contribution towards health insurance premium during retirement.
 - 3. Bargaining unit employees who, at the time of signing this Agreement, have 275 days or more of accumulated sick leave, shall pay the contribution rate in effect at the time of retirement less one percent (1%) during their retirement. Accumulated days above 275 may be converted to cash at their hourly rate of pay to be held by the City to fund their contribution towards health insurance premium during retirement.

4. Bargaining unit employees who, at the time of signing this Agreement, have 300 days of accumulated sick leave, shall pay the contribution rate in effect at the time of retirement less two percent (2%) during their retirement. Accumulated days above 300 may be converted to cash at their hourly rate of pay to be held by the City to fund their contribution towards health insurance premium during retirement.
 5. Bargaining unit employees who, at the time of signing this Agreement, have 325 days of accumulated sick leave, shall pay the contribution rate in effect at the time of retirement less three percent (3%) during their retirement. Accumulated days above 325 may be converted to cash at their hourly rate of pay to be held by the City to fund their contribution towards health insurance premium during retirement.
 6. The accumulated sick leave necessary to qualify for contribution rates under sections 3, 4, or 5 above shall be surrendered to the City upon retirement.
 7. All employees, who on January 1, 2013 were over age 62 with more than 10 years of service but less than 18 years of service, shall be offered a retirement incentive of the rate they would have paid under the terms of the 2011 Agreement provided they retire on or before December 31, 2015.
- F. Employees who do not attain the requisite retiree health insurance requirements as listed in Sections E above shall be eligible to participate in the City health insurance plan at full cost at the retiree's option.
- G. An eligible employee who, after receiving full information about the health insurance benefits available elects not to join the health insurance plan, shall be paid fifty percent (50%) of the premium for individual coverage for each month he/she does not join such plan, payable in the first payroll period in December each year. Any employee opting out of the health insurance coverage shall be required to provide evidence of coverage in another health insurance plan.
- H. Any employee who has completed 18 years of service may convert all unused holidays, vacation time, and compensatory days allowed by this Agreement earned after the 18th year into sick time for health insurance benefits only. The conversion of sick time allowed by this section shall occur at the end of the calendar year, or prior to an employee's effective date of retirement if the employee's retirement date occurs prior to the end of the calendar year. All converted time shall be added to the employee's bank of sick time and will be posted effective December 31 of each year.
- I. If a retired employee dies, his spouse may continue health insurance coverage under the same provisions as the retired employee until said spouse reaches age eligibility for Medicare or remarries. Said spouse must have been the spouse of the retired employee at the date of the employee's effective retirement. A minor dependent who was a minor dependent of the retired employee at the date of retirement shall be able to continue health insurance coverage unless and until the surviving parent remarries. The period that such dependent children may remain on

such coverage shall be governed by the City's contract with the insurance carrier but in no case shall exceed age requirements mandated by federal law.

- J. At the time of retirement, an employee may elect to pay a greater portion of their health insurance premium in order to extend the life of the premium payment account.
- K. For Water Department employees who qualify, a "service credit" shall be given towards accumulation of sick leave for health benefits only by using the following equation:

$$(\text{Years of service prior to 1983} \times 3 \times 72\%)$$

- L. The City agrees to allow unpaid release time for the unit's representative to travel to, attend, and return from meetings of the Joint Committee on Plan Structure and Design of the Tompkins County Health Insurance Consortium if those meetings occur during work hours.

Section 2. Dental/Vision Plan

The Employer shall permit bargaining unit members and their dependents to enroll, at the sole expense of the members, in the CSEA Employee Benefit Fund Solstice Vision Plan and CSEA Employee Benefit Fund Solstice Dental Plan beginning January 1, 2012. Each enrolling member shall pay the cost of such coverage. The City shall allow payroll deductions for premiums on a pre-tax basis for those employees who authorize such deductions. The City shall remit deductions to the CSEA Employee Benefit Fund.

ARTICLE X

Section 1. Retirement

The Employer agrees to provide a retirement plan for all employees known as Section 75-g of the New York State Employees Retirement System. This retirement plan shall provide for ½ pay at age 55, the 1/50th plan for 25 years of service for employees eligible pursuant to state law. The Employer also agrees to continue to provide for any other retirement programs under the New York State Employees Retirement System as currently provided by the City of Cortland for the employees of the Water Department, Youth Bureau, and the Department of Public Works. The required employee contribution shall be as required by the New York State Retirement System. The parties agree to also list retirement options provided by the City.

ARTICLE XI

Section 1. Holidays

All employees shall be entitled to the following paid holidays with pay.

- New Year's Day
- Martin Luther King Day*¹
- President's Day*¹
- Memorial Day*
- Independence Day
- Labor Day*
- 1st Workday of Deer Season
- Veterans Day*¹
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day

*Celebrated Day

¹Department of Public Works employees may elect to work these holidays at straight time pay and receive time and one-half holiday compensatory time. Employees using holiday compensatory time shall be charged hour for hour.

Section 2. If any of the foregoing holidays fall on a Sunday, the employee shall be entitled to the following Monday. If the holiday falls on a Saturday, the employee will be entitled to the Friday before the holiday.

Section 3. Employees who are required to work New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and/or Christmas Day above shall be entitled to time and one-half (1 ½) pay or time and one-half (1 ½) compensatory time off in addition to the regular pay for the holiday. Employee's required to work on any other holidays listed in Section 1 above shall be paid time and one-half (1 ½) for the hours worked on said holiday or be given compensatory time off (hour for hour) for hours actually worked.

Section 4. Clerical employees shall observe Section 1 Holidays list with the exception of receiving Columbus Day in lieu of the First Workday of Deer Season.

Section 5. Any employee (except clerical), at his/her option, may elect to exchange Columbus Day for 1st Workday of Deer Season with notification to the Department Head by October 1st of that year.

Section 6. None of the above mentioned holidays shall interfere with the normal operations of any or the departments covered under this contract.

ARTICLE XII

Section 1. Clothing

- A. The Employer shall provide within two months of the execution of this Agreement, at its sole expense and for each employee whose work requires it, the following clothing items: water boots, job-related rain gear, gloves, and coveralls. These items shall be the exclusive property of the Employer, shall be used solely during working hours, and shall not be removed from the Employer's premises, except when being used in a job-related activity. In no event shall any employee be required to use boots belonging to any other person.
- B. The Employer shall provide a clothing allowance of four hundred twenty-five dollars (\$425), per employee, annually, effective January 1, 2012. This allowance is to be used exclusively towards the purchase of work-related clothing. The clothing style and quality shall be chosen by majority vote of contract employees with final approval by the Department Head.

Section 2. Safety

- A. The Employer and the Union both acknowledge their responsibilities to promote safety and health, and all employees acknowledge their responsibility to comply with all safety rules established by the Employer and by regulation.
- B. It is further understood that all employees are fully expected to comply with any and all safety requirements related to the duties of his/her position, and that failure to comply with all such safety requirements will be the basis for disciplinary action. Such discipline could include, but not be limited to, an oral reprimand, a written reprimand, a fine, and a suspension without pay or termination. The actual discipline imposed would depend upon the circumstances surrounding the violation.
- C. Before imposing any discipline under this Article, the Department Head shall receive a written report of the incident from the parties with knowledge. He will share such report(s) with two (2) members of the Association who will be designated by the Association as the Safety Review Committee, will meet to discuss the incident and the proposed discipline, if any, with the Safety Review Committee, and will consider the input received from the Safety Review Committee before imposing the discipline. All written reports pertaining to safety violations shall be part of the employee's permanent personnel file.
- D. The Employer agrees to restrict, insofar as possible, the scheduling of routine outdoor maintenance work where the ambient outdoor temperature is zero degrees or below or during periods of heavy rain.

Section 3. Safety Equipment

- A. Both parties recognize the importance of safety on the job and will adhere to all reasonable safety requirements. The Employer shall provide appropriate safety equipment for each

employee as necessary at the Employer's expense. Any employee who suffers damage or loss of eyeglasses that meet approved safety standards shall have them replaced or be compensated by the Employer for their full value. Damage and/or loss must be reported on the same workday that it occurs. This eyeglass replacement benefit shall be limited to one occurrence annually.

- B. The Employer will provide employees with any necessary protective safety equipment such as: rain gear, gloves, hard hats, steel-toed shoes (up to a \$125 value), safety glasses, etc. without cost; including replacement of same, as deemed necessary and appropriate by the Department Heads involved.
- C. The Employer will provide adequate manpower to any job assignment where a hazardous condition may exist. The Department Head will take whatever immediate action is required to eliminate any such hazard.
- D. The Employer will provide inoculations necessary for the safety of the employees associated with sewer maintenance.

ARTICLE XII-A

Section 1. Job Bidding, Layoffs, Recall and Seniority

- A. Subject to the provisions of any State Law, if the Employer determines to fill a permanent vacancy (not caused by vacations, illness, leave or similar reason), a written notice of the opening indicating the job duties and rate shall be posted on the bulletin board(s) for a period of not less than two (2) working days. Any employee may signify to the Employer in writing during that period an interest in being considered for the opening.
- B. The Employer shall make his selection for non-competitive and labor class positions on the basis of seniority when two or more applicants are qualified for the position in the following order:
 - 1. Intra-Department
 - 2. Inter-Department
 - 3. If no employee has bid, the vacancy may be filled by outside hiring.
- C. **Competitive Positions.** Competitive class positions shall be filled in accordance with Article 4, Title B of the New York Civil Service Law and the appropriate Cortland County Civil Service Commission rules.
- D. The first thirty (30) days on the new job shall be considered a probationary period in accordance with New York Civil Service Law Section 63 and the Cortland County Civil Service Commission rules. If the Employer determines that the job is not being satisfactorily performed, the employee shall be returned to his former job and the position shall be filled using above provision (A), if feasible.
- E. Where it becomes necessary for the Employer to abolish, reduce, suspend or demote positions, the same shall be made, within each class, job title, and department, in the inverse order of

original appointment for non-competitive and labor class positions. Competitive class positions shall be in accordance with Civil Service Rule 80 and appropriate Cortland County Rules. Any employee so reduced shall not be required to perform any of the duties of the position from which the employee was reduced against that employee's will.

- F. Prior to layoff an employee in one department will be given the opportunity to fill a vacant position in another department provided the employee meets the minimum requirements of the vacant position.
- G. Employees who have been laid off or who have been demoted as a result of a layoff shall be recalled to their former position in inverse order of layoff or demotion prior to the hiring of any new employees to fill those positions.
- H. Seniority is defined to mean the accumulated length of continuous service with the municipality, computed from the last date of hire.
- I. An employee's length of service shall not be terminated or reduced during authorized leave of absence without pay or a layoff except as hereinafter provided, but shall not continue to accumulate during such period of absence.
- J. An employee's length of service shall be lost and employment terminated if any of the following occur:
 - Discharge
 - Resignation
 - Failure to return promptly upon expiration of authorized leave
 - Absence for three consecutive working days without leave or notice.
- K. A departmental master seniority list will be prepared after the effective date of this Agreement, with a copy posted on the bulletin board of the unit. The list shall be revised not less often than once a year. The list shall be final and binding unless a grievance is filed within five working days following the date of posting on the bulletin board. However, the City shall have the right to correct the list before an employee has a right to file a grievance. If the City should refuse to make such a correction then the employee may file the grievance.

ARTICLE XIII

Section 1. Grievances and Disputes

- A. Grievances and disputes concerning the interpretation or application of the terms of this contract or the rights claimed to exist there under shall be processed in accordance with the following procedure, provided that the grievance is filed within two (2) working days of its occurrence or the employee's knowledge thereof:
 - 1. Any employee who believes he has a grievance may present such grievance, in writing, to his immediate supervisor, in an attempt to adjust the matter, and, if the matter is not

satisfactorily adjusted in such manner, the employee may request that the president of the Association, or the Association's representative, to meet with the employee's immediate supervisor for the purpose of attempting to adjust the grievance.

2. In the event the grievance is not satisfactorily resolved as provided above, within five (5) working days of the time it is presented, it shall then be immediately presented in writing by the Association representative to the Department Head or his designee for settlement.
3. If the grievance is not satisfactorily resolved by the employee's Department Head within five (5) days of the time it is presented, then it may be presented in writing to the Mayor and the Director of Administration and Finance of the City of Cortland, or their designee, who shall, upon five (5) working days' notice given to the interested parties, hold an informal hearing at which the parties or their representatives and witnesses will be given an opportunity to present their respective positions. After hearing all parties interested in the matter, the Mayor and Director of Administration and Finance or his designee, shall render a decision in writing upon the facts developed, within ten (10) working days after said hearing.
4. Either party may, within five (5) days' notice after the decision of the Mayor and the Director of Administration and Finance, request the American Arbitration Association to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issue presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively. Either party may challenge the arbitrator's decision in accordance with Article 78 or the CPLR.
5. All responses from any representative(s) of the City shall be made in writing with a copy to the grievant and to the Association grievance representative.
6. In the event that the parties reach a satisfactory resolution to the grievance, the parties shall reduce such agreement to writing, have it duly signed by the Association and the City, and shall distribute copies of the agreement to all affected parties including the grievant.
7. The parties may, by mutual agreement in writing, extend the time periods set forth above for responding to or appealing a grievance.

ARTICLE XIV

Section 1. Reciprocal Rights

- A. The Association recognizes the right of the Employer to manage, but not in conflict with the terms and conditions of this contract. The Employer recognizes the responsibilities to direct the work force so that the dignity of labor and of the individual shall be protected.

- B. The Association shall have the right to post notices and other communications on designated bulletin boards maintained on the premises and facilities of the Employer and outside the view of the public subject to the approval of the contents of such notices and communications by heads of the various departments, or his or their designees. A duly authorized representative of the Association, designated in writing, after reporting to the office of the superintendent, shall be admitted to the premises for the purpose of assisting in the adjustment or grievances and for investigation of complaints that the contract is being breached. Upon request, the Association representative shall state the purpose of the visit. Except in an emergency, at least four hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper, or obstruct normal operation.

Section 2. Discipline and Discharge

- A. Just Cause. Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the City imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the employee, the Association Representative, and the Association written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, and places. This provision shall not apply to counseling memos issued by the City.
- B. Employees will be subject to disciplinary action for engaging in misconduct including, but not limited to, the following:
1. Falsification of employment applications, medical reports, time records, work-related records or any records or reports concerning absence from work, injuries on the job, claims for benefits provided by the City;
 2. Intimidation, coercion, threatening, or assault of, or fighting or interfering with other employees, elected officials, residents of the City, or any other person;
 3. Engagement in any form of discrimination or harassment, including sexual harassment;
 4. Improper performance of job duties or repeated failure to perform assigned duties and responsibilities;
 5. Refusal to obey instructions of the employee's supervisor or any other form of insubordination;
 6. Careless or negligent use or operation of equipment, including vehicles and machinery;
 7. Willful or deliberate abuse, destruction, defacement, misuse, or theft of City property or removal of City property without permission;

CHIEF ASSISTANT
KAREN L. HOWE

PARALEGAL
JENNIFER A. BUGGS



**DISTRICT ATTORNEY
CORTLAND COUNTY
MARK D. SUBEN**

ASSISTANT DISTRICT
ATTORNEYS

CHRISTINE M. FERRARO
KEVIN A. JONES
ELIZABETH McGRATH
CARL J. ROSENKRANZ

February 14, 2013

Hon. Brian Tobin
Mayor of the City of Cortland
City Hall, 25 Court Street
Cortland, New York 13045

Dear Mayor Tobin:

I am herewith requesting that you appoint my secretary, Donna Johnson and staff, Mary Lou Pai and Tammy Bergmark as Commissioner of Deeds. Their home addresses are listed below.

Donna M. Johnson
7 Louise Drive
Cortland, NY 13045

Mary Lou Pai
502 Spring Street
Groton, NY 13073

Tammy L. Bergmark
94 Evergreen Street
Apt # 1
Cortland, NY 13045

Thank you for your consideration.

Very truly yours,

Mark D. Suben
District Attorney

MDS:dmj