

COMMON COUNCIL MEETING

April 2, 2013

7:00 P.M. Call Meeting to Order
Salute to the Flag of the United States
Public Comments
Minutes of March 19, 2013
Ward Reports
Mayor's Report
Proclamation
PINK SHEET Sign off

AGENDA:

1. Discussion to allow Boy Scout Troop 79, Tyler Totman to construct a shelter for the DMV road testing site on the River Street side of Dexter Park (Jan Dempsey)
2. Consideration of a Resolution to name the meeting room in the Beaudry Park Building in honor of Theodore Fenstermacher (John McNerney)
3. Consideration of a Resolution to authorize the closure of Central Ave. from Greenbush through Pendleton St. at the East Court Street railroad crossing on Sunday, April 21 from 11:00 a.m. to 3:00 p.m. to accommodate the activities of Cortland Blooms (Sustainable Cortland)
4. Consideration of a Resolution to permit the painting of green footsteps on between the hours of 11:00 a.m. and 3:00 p.m. on Sunday April 21, 2013 on the street pavement from Greenbush railroad crossing through Pendleton St. at the East Court Street railroad crossing to accommodate the activities of Cortland Blooms (Sustainable Cortland)
5. Consideration of a Resolution to provide \$6,600 in Community Development Program Income to Access to Independence to assist in the administration of a recently awarded fiscal year 2012 Access to Home Program for projects located In the City of Cortland (Thoma Development)
6. Consideration of a Resolution to approve modifications to the City's Community Development Business Loan program pursuant to recommendations by the City's Community Development Loan Committee and discussion of "defederalization" of City's Community Development Block Grant program income (Thoma Development)
7. Consideration of a Resolution to approve an increase in the amount that can be provided in assistance under the Community Development Program Income-funded emergency Repair Program, when deemed necessary and appropriate (Thoma Development)

8. Consideration of a Resolution to allow the Mayor to close the parking lot between the Marketplace Mall and the VFW from 12:00 noon until 10:30 p.m. for the Main Street Music Series each day on the following dates: (Cheryl Michales)

July 12
July 19
July 26
August 2
August 9

9. Consideration of a Resolution to introduce a local law to establish a real estate property tax exemption for new construction and major rehabilitation of mix use properties in the Central Business District (Rich Cunningham)

10. Consideration of a Resolution to set a date, time and location for public comment on the proposed local law establishing a real estate property tax exemption for new construction and major rehabilitation of mix use properties in the Center Business District (Rich Cunningham)

11. Consideration of a Resolution to allow the Mayor to declare April as Fair Housing Month (Thoma Development)

12. Consideration of a Resolution authorizing the Mayor to enter into a Grant Disbursement Agreement with Central New York Regional Planning & Development Board. This agreement allows CNYRPDB to grant Cortland \$30,000 towards the wastewater department's greenhouse gas reduction project of replacing centrifugal aeration blowers with high-efficiency turbo blowers (Bruce Adams)

13. Discussion of hiring of Antea Group to audit the wastewater department's Risk Management Program compliance. This is the second step in satisfying the EPA's citation of the department's RMP implementation as not fully compliant. The first step was hiring Soaring Eagle Safety Consultants to assist the department in addressing its non-compliance issues (Bruce Adams)

14. Consideration of a Resolution to retain the firm of Troy & Banks of Buffalo, New York to audit for the purpose of verifying the accuracy of payments paid or due the City from Time Warner Cable pursuant to the Franchise Agreement between the City and Time Warner Cable. Troy & Banks will receive as its compensation for services rendered a contingency fee of forty percent (40%) of the underpayments identified. If there is no recoverable underpayment, there will be no fee payable (Mack Cook)

15. Consideration of a Resolution to retain the firm of Troy & Banks of Buffalo, New York to conduct a survey of the City's Gross Receipt Tax on the natural gas

and electricity service accounts for the purpose of securing refunds or credit resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. In addition, Troy & Banks will audit the City's Gross Receipts Tax received from National Grid. Troy & Banks will receive as its compensation for services rendered a contingency fee of forty percent (40%) of the underpayments identified. If there are no refunds or credits, there will be no fee payable (Mack Cook)

16. Consideration of a Resolution to encumber \$95,219 in the General Fund as of December 31, 2012 in the departments and accounts as follows:
(Mack Cook)

RECOMMENDED ENCUMBRANCES FOR THE YEAR ENDED DECEMBER 31, 2012

DEPARTMENT	PURPOSE	ACCOUNT	REQUESTED AMOUNT	RECOMMENDED AMOUNT	DIFFERENCE	REASON
Finance	In-Rem Fees	A1325-41502	\$ 6,997	\$ 6,997	\$ -	
Police	Retro Contract Settlement	A3120-10300	\$ 12,000	\$ 12,000	\$ -	
Police	Vehicles	A3120-206	\$ 29,456	\$ 29,456	\$ -	
Police	Fuel	A3120-402	\$ 4,754	\$ 4,754	\$ -	
Police	Uniforms	A3120-408	\$ 5,624	\$ 5,366	\$ (258)	Available Budget
Police	Academy	A3120-4161	\$ 2,591	\$ 2,591	\$ -	
Police	Academy	A3120-41603	\$ 1,916	\$ 1,916	\$ -	
Fire	Software Implementation	A3410-415	\$ 14,060	\$ 14,060	\$ -	
Fire	Shift Manning	A3410-1041	\$ 4,760	\$ 4,760	\$ -	
Fire	Emergency Call In	A3410-10402	\$ 2,245	\$ 2,245	\$ -	
Fire	Out of Title Pay	A3410-109	\$ 344	\$ 344	\$ -	
Youth Bureau	Restricted donations	A7310-405	\$ 555	\$ 555	\$ -	
Youth Bureau	Maintenance	A7100-206	\$ 10,176	\$ 10,176	\$ -	
Codes	Grass & Snow Removal	A3621-414	\$ 1,500	\$ -	\$ (1,500)	Available Budget
Total			\$ 96,977	\$ 95,219		

17. Consideration of a Resolution to accept \$10,000 from the Seven Valley Health Coalition to offset the City's expenditure for the conceptual design work on the I-81 Gateway Project (Mack Cook)

18. Consideration of a Resolution to have \$800.00 of the \$2,000 LGRMIF award be appropriated to Account A3621-415 (Professional Services) (Chief Glover)



City Council Minutes

The City of Cortland

March 19, 2013

Council Meeting #6

March 19, 2013

Regular Session

City Hall

7:00 PM

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

Absent: Mayor Brian Tobin, Alderman Tom Michales

Staff Present: Corporation Counsel Kelly Colasurdo, Paralegal Kelly Laux and City Clerk Judith Chamberlin

Staff Absent: Director of Administration and Finance Mack Cook

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

PLEDGE OF ALLEGIANCE

Dep. Mayor Dye stated that the past several days have been busy negotiating with Sustainable Cortland trying to find a suitable spot for the Community Garden. The Council recognized that Suggett Park was not acceptable to several people, so the garden will be located at the Armory on Wheeler Avenue for a year and then research the possibilities of using Suggett Park. He asked if people who had signed up to speak either in favor of or against the Garden in Suggett Park would still like to comment, to which they answered yes.

Public Comments

Several area residents spoke in support of having the Community Garden in Suggett Park including Thomas Fritz, Sr., Sharon Stevans, Anne Doyle, 8 year old Seth Bergman, 7 year old Joseph Sherman and Nick Kline from Parker School, who also brought 23 letters written by the children mostly in support of the Garden.

Some residents voiced concerns and expressed their opposition to the Garden as well.

MINUTES

RESOLUTION #40 of 2013 – Resolution to approve the minutes of the March 5, 2013 Meeting.

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 6
Nays – 0

BILLS:

Mack Cook is attending an IDA meeting tonight so any questions on the bills will need to wait until tomorrow.

Mayor's Report

Ward 5 Report

Alderman Quail asked to speak since he was absent at the last Common Council meeting. The new Beaudry Park building will be presented to the neighborhood on this Saturday at 9 AM and all are welcome to attend. This park is one of the City's greatest assets, in existence since 1950 and the new building will serve several programs.

Neighborhood Watch for the 5th Ward will meet Thursday at 6:30 at Daily Grind South.

Dep. Mayor Dye noted that following that presentation on Saturday will be the annual Easter Egg Hunt at 10:00.

PROCLAMATION:

WHEREAS, March is American Red Cross Month - a special time to recognize and thank our heroes – those who volunteer, donate blood, take life-saving courses or provide financial donations to support an organization whose mission is to help those in need. We would like to remember those who help all of us here in Cortland County by giving their time to help their neighbor, and thank our heroes – our volunteers, blood donors, class takers and financial supporters who help us assist those in need.

WHEREAS, In Cortland County, the Red Cross works tirelessly through its 3 employees and 15 volunteers to help when disaster strikes, when someone needs life-saving blood, or the comfort of a helping hand. It provides 24-hour support to members of the military, veterans and their families, and provides training in CPR, aquatics safety, and first aid.

WHEREAS, Across the country, the American Red Cross responds to nearly 70,000 disasters a year. It provides some 400,000 services to military members, veterans and civilians, collects and distributes about 40 percent of the nation's blood supply and trains more than seven million people in first aid, water safety and other life-saving skills every year. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission. Despite these challenging economic times, the American Red Cross continues to offer help and comfort to those in need.

THEREFORE, I, Brian Tobin, Mayor of Cortland, by virtue of the authority vested in me by the Constitution and laws of Cortland and NY, do hereby proclaim March 2013 as American Red Cross Month. I encourage all Americans to support this organization and its noble humanitarian mission.

American Red Cross Month

The American Red Cross has touched many lives in Cortland County and the South Central New York Region, as well as across the country and around the world.

During American Red Cross Month, we thank those who contribute to the mission of the Red Cross, whether through time, money or blood, and we invite others to support the Red Cross in helping people in need down the street, across the country and around the world.

Pink Sign off Sheet

He asked Council to approve moving Agenda Item #12 to Item #1.

AGENDA:

RESOLUTION #41 OF 2013 – Resolution to provide a suitably sized area on the property owned by the City at the Armory to be used as a Community Garden, which shall be open to the entire community, operated and maintained by City residents, and supported by Sustainable Cortland.

Motion By: Alderman Silliman
Seconded By: Alderman Ferrer

Approved: Ayes – 6
Nays – 0

RESOLUTION #42 OF 2013 - Resolution to accept the proposal by Thoma Consultants for Program Delivery and Administrative Services in conjunction with CDBG Grant # 285HR136-12. (Richard Cunningham)

Mr. Cunningham noted that two RFP's were received and Thoma Development was the best choice.

Motion By: Alderman Bennett
Seconded By: Alderman Bird

Approved: Ayes – 6
Nays - 0

RESOLUTION #43 OF 2013 – Resolution to approve the reappointment of Commissioners of Deeds as follows:

- Richard Baker
- Colleen Hull
- Mathew Small
- Billy Williams
- Herbert Barnhart
- Bud Rigge
- Joy Smith
- Heather Euson
- Jennifer Buggs

Motion By: Alderman Ferrer
 Seconded By: Alderman Quail

Approved: Ayes – 6
 Nays - 0

RESOLUTION #44 OF 2013 – Resolution to allow the Mayor to re-appoint the list of people to various Boards and Commissions (Mayor Tobin)

Public Works Commission: William Doughty
 Joe Reagan
 Stephen Pearsall

Ethics Committee: Amy Buggs

Planning Commission: Rafael Felix
 Troy Beckwith

Waste Water Commission: Sally Horak

Public Safety Commission: Abby Withers

Water Advisory Board: Patricia Hansen

Zoning Board of Appeals: Phyllis McGinley
 Stephen Brown

Youth Bureau Advisory Board: Eduard Kossmann (New appt.)

Motion By: Alderman Ferguson
 Seconded By: Alderman Quail

Approved: Ayes – 6
 Nays – 0

Item #4 – Discussion regarding real estate property tax exemption for new construction and major rehabilitation of mixed use properties in the Downtown Core District (Richard Cunningham)

To speak was Richard Cunningham to explain that a new law recently adopted by New York State supporting Downtown revitalization suggests a tax exemption for businesses that begin making major improvements in a City's core area before 2015. The property would be exempt for the first 12 years, and then the exemption would be reduced by 20% each year after that.

Dep. Mayor Dye suggested in light of the Mayor and Mack Cook's absence, this item be tabled and put on the April 2, 2013 agenda for consideration.

RESOLUTION #45 OF 2013 – Resolution to authorize the Mayor to execute the Labor Agreement between the Cortland Police Benevolent Association and the City of Cortland for the period commencing January 1, 2013 to December 31, 2015. (Mayor Tobin)

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 6
Nays – 0

RESOLUTION #46 OF 2013 – Resolution to authorize the Mayor to execute the labor agreement between the Cortland Professional Firefighters Association and the City of Cortland for the period commencing January 1, 2013 to December 31, 2014. (Mayor Tobin)

Motion By: Alderman Bennett
Seconded By: Alderman Bird

Approved: Ayes – 6
Nays - 0

RESOLUTION #47 OF 2013 – Resolution to allow the Mayor to close Pomeroy Street between Elm Street and Central Avenue to thru traffic on Sunday, June 9, 2013 from 6:00 AM to 9:00 PM for the St. Anthony's Festival. (Mayor Tobin)

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

Approved: Ayes – 6
Nays - 0

RESOLUTION #48 OF 2013 – Resolution to allow the Mayor to close Main Street from Groton Avenue to Tompkins Street on May 19, 2013 from 2:00 PM to 6:00 PM for the Central New York Mustang and Ford Club's 30th Year of Cruise Night. (Mayor Tobin)

Motion By: Alderman Ferrer
Seconded By: Alderman Quail

Approved: Ayes – 6
Nays – 0

RESOLUTION #49 OF 2013 – Resolution to waive the \$250.00 fee and Sound Device Permit for the Cruise Night sponsored by the Central NY Mustang & Ford Club. (Mayor Tobin)

Motion By: Alderman Quail
Seconded By: Alderman Silliman

Approved: Ayes – 6
Nays – 0

RESOLUTION #50 OF 2013 – Resolution to accept and recognize the following donations from local businesses and individuals to the Wickwire Pool Trust Fund as follows:

<u>Donation</u>	<u>Amount</u>
Brian Tobin	\$100.00
Sandra Ripic	\$300.00
Barbara Ryan	\$100.00
Matthew J. Dentes, DDS	\$100.00
Don & Linda Armstrong	\$100.00
Anthony & Nicole Stevens	<u>\$ 50.00</u>
Total	\$750.00

Motion By: Alderman Quail
Seconded By: Alderman Silliman

Approved: Ayes – 6
Nays – 0

RESOLUTION #51 OF 2013 – Resolution to accept and recognize the First Niagara Bank donation of \$1,000.00 to sponsor the Youth Bureau’s 2013 Spelling Bee (Account #7550-405) – (John McNerney)

Motion By: Alderman Silliman
Seconded By: Alderman Bennett

Approved: Ayes – 6
Nays - 0

Adjournment:

Motion By: Alderman Ferrer
Seconded By: Alderman Quail

Approved: Ayes – 6

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 MARCH, 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 BRIAN TOBIN

PROCLAMATION

WHEREAS, in accordance with Title VIII Fair Housing Policy of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988, and

WHEREAS, the month of April 2013 has been designated by the U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity as Fair Housing Month,

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Cortland hereby declares and proclaims April as Fair Housing Month in the City of Cortland, New York.

Given under my hand and Seal
of the City of Cortland, this 2nd
day of April 2013

Brian Tobin, Mayor

Main Identity

From: "John McNerney" <mcnerney@cortland.org>
To: "mayorofc" <mayorofc@cortland.org>; "Brian Tobin" <btobin@cortland.org>; "ward1" <ward1@cortland.org>; "ward2" <ward2@cortland.org>; "ward3" <ward3@cortland.org>; "ward4" <ward4@cortland.org>; "ward5" <ward5@cortland.org>; "ward6" <ward6@cortland.org>; "ward7" <ward7@cortland.org>; "ward8" <ward8@cortland.org>; "Mack Cook" <mcook@cortland.org>; "Sherrie Massmann" <cityclerk@cortland.org>; "cityclerk3" <cityclerk3@cortland.org>
Cc: "Dennis Gallagher" <dgallagher@cortland.org>; "Chris Bistocchi" <cbistocchi@cortland.org>; "Nicholas Dovi" <ndovi@cortland.org>; "Tyler" <csstat4@aol.com>; "Elizabeth Larkin" <elarkin@cortland-co.org>; "Andrea Piedigrossi" <andrea@cortland.org>
Sent: Monday, March 25, 2013 12:18 PM
Attach: tylertotmaneagalscoutDMVshelter.13.pdf
Subject: Agenda Item - DMV Shelter at Dexter Park

Mayor-

I have been approached by Tyler Totman a 17 year old local High School student regarding his Eagle Scout project proposal. His draft proposal attached is to construct a DMV test site shelter at Dexter Park. Tyler and his troop will provide all funding and materials for the shelter project.

As most of you know the Cortland County DMV conduct NYS driver test starting at Dexter Park. Testers meet the brownie examiner at the River Street side of the park. When the test is give the only people allowed in the vehicle are the student tester and the examiner which means parents often times must stand in the weather elements until the test is over. I personally think its a good idea. I feel bad for parents and grandparents who have to stand in the rain, wind and snow during the 15 minute exam. Last year we did place a few park benches in that area but the shelter would be nice. I'm a little concerned about the long term maintenance but maybe the County DMV could help with that as needed. Also attached is a letter of support from Cortland County Clerk Elizabeth Larkin regarding the proposal.

Tyler presented his proposal to the City Youth Bureau Advisory Board on March 12th, 2013. His presentation was supported by the CYB board and all questions addressed. I have also spoken and shared the plan with Linda Ferguson and Chief Catalano and they support the project.

Assisting Tyler on the project are troop 79 unit leader Michael May and his dad who have the skill sets needed to make the project a success. Not sure if the council wants this to be a resolution or discussion at this point but the resolution should read as follows:

Consideration of a resolution to allow Boy Scout Troop 79, Tyler Totman to construct a shelter for the DMV road testing site on the River Street side of Dexter Park.

Feel free to give me a call at 607-753-3021 with any questions or concerns.

Thanks,

John McNerney
 Youth Bureau Director
 mcnerney@cortland.org

3/26/2013

Cortland DMV Driver Test Shelter



Tyler Totman

Troop 79

Homer, NY

Purpose:

Currently there is no place for the parents to get out of the elements while waiting for their child to take their drivers test.

Description:

A six foot by ten foot shelter with benches on the inside and wheel chair accessible. It will be located on River Street near the tennis courts at Dexter Park.

Project Details:

Phase 1: Offsite construction. Assemble the walls and floors at Mike Mays warehouse.

Phase 2: Site prep, clear sod and level site.

Phase 3: On site construction, complete assembly on River Street.

Timeline:

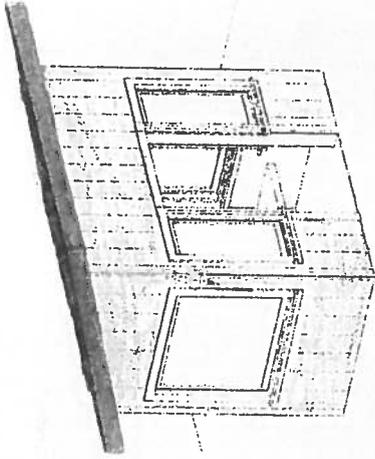
Date 1: Have all my funding in by late April.

Date 2: Start my project late May and then finish it mid June or earlier depending on weather.

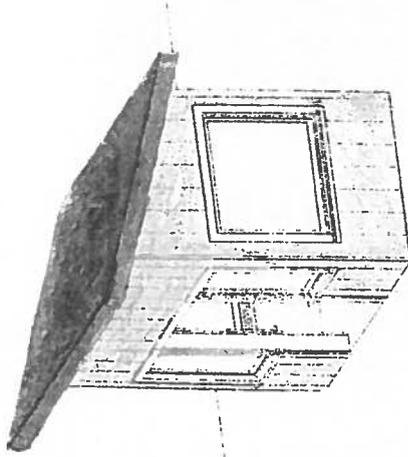
PLAN VIEW



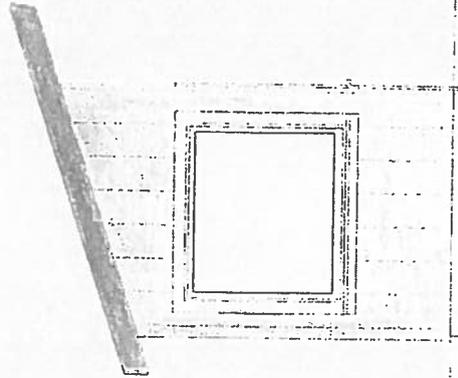
LEFT PERSPECTIVE



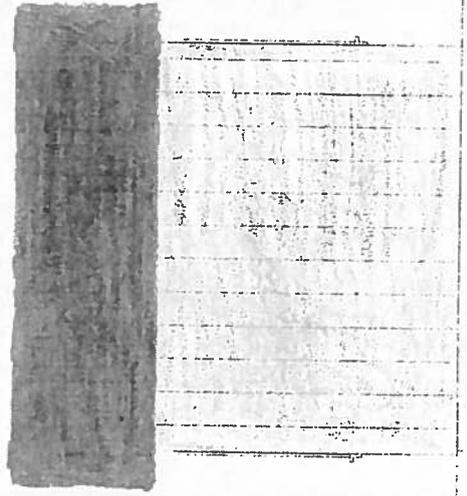
RIGHT PERSPECTIVE



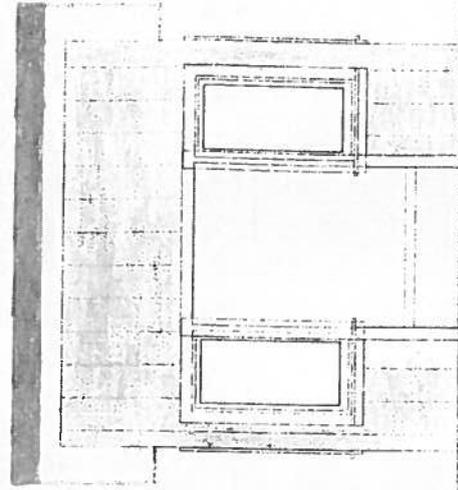
SIDE ELEVATION



BACK ELEVATION



FRONT ELEVATION



MICHAEL MAY CONSTRUCTION

31-A Squares St
Cortland, NY 13821
www.michaelmayconstruction.com

Office 607-753-9873
Fax 607-753-7368

SHED WITH T-111 SIDING

DRIVER TEST SHELTER
RIVER STREET SIDE OF
DEXTER PARK
CORTLAND, NY 13045

TOTMAN
PROJECT

SCALE:
1/4" = 1'-0"
UNLESS
NOTED

L.U.D. 12-4-12

2

5



Material List

3	2x6x8' pt	\$18.50
8	2x6x12' pt	\$81.76
4	2x6x10' pt	\$33.00
3	4x8x $\frac{3}{4}$ " plywood	\$132.00
2	2x4x8' pt	\$9.60
2	2x4x10' pt	\$13.38
2	2x12x10' pt	\$36.00
44	2x4x8'SPF	\$146.00
2	2x4x10SPF	\$8.50
12	4x8x $\frac{7}{16}$ " t111 pre primed	\$348.00
12	2x6x10'SPF	\$91.44
2	2x6x12SPF	\$15.08
3	12'6" F Channel	\$35.31
5	12" solid soffit white	\$53.75
4	$\frac{1}{2}$ " white vinyl F-channel	\$22.44
2	2140 tempered safety glass	\$61.10
2	4540 tempered safety glass	\$127.76
8	12x8x12 deck blocks	\$41.28
6	16"16" patio stones	\$60.00
30	1x4x8 pre prim trim	\$207.62
10lb	16d nails (stud/rafters)	\$25.86

5lb	16d 3 ½(walls to floor)	\$16.78
3	Tubes of clear window calk	\$12.00
2lb2	½ coated screws (window trim)	\$16.94
2lb	1 ½ galvanized roofing nails	\$5.96
10lb	siding nails	\$35.94
4	29 gage galvalume panel	\$86.70
1	High side eave pitch 2:12	\$13.20
1	Eave trim 2:12	\$14.52
2	Rake trim	\$47.52
4	Inside closure	\$6.60
4	Outside closure	\$6.60
2	Sealant tape 1/2"	\$8.82
250	Woodgrip 1-1/2"	\$22.50

Total: \$1,862.00

Funding will be sought from local businesses and groups for donations of money or materials.

Address: 315 Locke Rd
Groton NY 13073

Telephone No.: 607-898-3182

Email: csttat4@aol.com

Unit leader: Mike May

Address: 1793 O'Shea Road
Homer, NY

Telephone No.: 607-345-1846

COUNTY CLERK'S OFFICE – CORTLAND COUNTY

Courthouse

46 Greenbush Street, Suite 105
Cortland NY 13045
(607) 753-5021
Fax (607) 753-5378



ELIZABETH LARKIN
County Clerk

TAMMY L. LOCKE
Deputy County Clerk

ANTHONY CAMILLI
Director, Motor Vehicles

Motor Vehicle (607) 753-5023
Fax(607) 758-5500

elarkin@cortland-co.org

March 1, 2011

Dear Mayor Feiszli and Cortland City Council Members:

Long before I was elected Cortland County Clerk, I personally was aware of the need for a structure for people to wait in while the new drivers are road tested as I brought my own children to be tested.. When someone is taking their DMV road test, the person who brought them to the test area is not allowed to ride in the vehicle. That person must wait at the road test site until the new driver completes the road test. This can take anywhere from 10 to 20 minutes or longer for CDL and bus driving tests.

When the road test area was located on Greenbush Street, I often saw people huddling in the small overhang of the roof of the Sheriff's Department Building or across the street on the steps of a local church. I requested structure and bench to house the waiting public but due to financial restraints and the need to move the DMV road test area, this was not accomplished.

When the DMV moved to River Street, the road test area was carefully chosen to alleviate concerns from local residents. That is why the road test line is adjacent to the park and not residential homes. The need for a structure to protect those waiting from the rain and wind and snow would be much appreciated by many as they wait while the road test is being conducted.

Having six boys of my own who were active in scouting, I am well aware of the benefits of scouting and the lifelong lessons learned while participating in scouting activities. Tyler Totman is working to earn the highest award given by scouting, Eagle Scout, and I am sure he has proven himself well and worked hard to get this far. His community Eagle Scout project will not only benefit those who use the enclosure but will also benefit our community by building character for all the scouts involved in the project.

Tyler has presented to me a well thought out plan for the structure and given me names of reputable tradesman whom he will contact for guidance.

As County Clerk and as a strong supporter of scouting, I urge you to consider the proposal from Tyler Totman to construct this enclosure next to Dexter Park and the NYSDMV road test area.

Sincerely, .


Elizabeth Jarkin
Cortland County Clerk



CITY OF CORTLAND
OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

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

MEMORANDUM

TO: Mayor Tobin and Members of the Common Council

FROM: Bernie Thoma

RE: Request from Access to Independence for Community Development Program Income; Access to Home Program administration

DATE: March 20, 2013

Access to Independence of Cortland County, Inc. (ATI) is an organization that advocates on behalf of, and provides resources, support, and programs for people with disabilities. Access was awarded \$150,000 under a fiscal year 2012 State program known as *Access to Home*. These funds will be used to remove architectural barriers and provide accessibility modifications in living units occupied by disabled individuals. The properties can be both owner-occupied or tenanted pursuant to the program regulations.

Mary Ewing, Executive Director for the agency, requested assistance from the City to administer the program. The City has provided administrative assistance to them in the past for three previous grants of this type. Although her attached letter indicates she budgeted \$10,000 in assistance from the City, after discussions and review of their budget, it appears they will only be doing a maximum of six projects in the City, four (4) owner-occupied and two (2) income properties. Thus we are suggesting to limit assistance to \$6,600, or \$1,100 for each project based on an agreement used in the last round of Access to Home. The funds would come from NYS Program Income restricted to use for housing activities. The use of Community Development Program Income for the purpose of removing architectural barriers for disabled persons is an eligible use of the funds.

We have used an Agreement between the City and ATI that past Corporation Counsels have reviewed. A revised copy is attached and is being sent to Corporation Counsel Kelly Colasurdo for her review.

Linda Armstrong of my staff should be attending your April 2, 2013 meeting if you have any questions, or you can contact Linda Armstrong prior to the meeting at 753-1433.

Attachments

"The Crown City"



"Nothing More, Nothing Less For All People with Disabilities"

Executive Director

Mary E. Ewing

Board of Directors

Lisa Perfetti,
Chair

Larry Pfister,
Vice Chair

Cynthia Schlenker,
Treasurer

Dr. Daniel Pukstas,
Secretary

Dr. Judy Bentley

Mary Betters

Gail Bundy

Laun Baton

Garra Lloyd-Lester

Sandy Price

William Siedenburg

John Suarez

Christina Taranto

January 28, 2013

Linda Armstrong, Program Manager
Thoma Development
34 Tompkins Street
Cortland, NY 13045

Dear Linda,

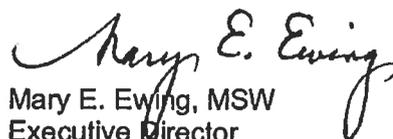
I am proud to announce that Access to Independence (ATI) has been awarded \$150,000 in *Access to Home* funding, from the New York State Division of Homes & Community Renewal, to fund home accessibility modifications. All projects under this funding source are targeted to very low income people with disabilities (at or below 70% of the area's median income), veterans, and frail elderly individuals. This will be the fifth round of *Access to Home* funding that ATI has secured, bringing \$1.15 million to our community to fund over 70 projects, since 2006.

I am writing to request that the City of Cortland continue its longstanding support of this initiative, by renewing its agreement to provide administrative funding for four to six projects over the next 12-18 months. Consistent with our most recent Memorandum of Understanding, ATI is seeking a maximum of \$6,600 for projects in the City of Cortland (\$1,100 per project: \$300 for the application and intake process; \$300 for the work write-up, bidding and contracting phase; and \$500 at completion of construction).

Unfortunately, the *Access to Home* grant does not provide a sufficient level of administrative funds to run the program. *Access to Home* currently provides only 7.5% administrative funding. ATI is able to allocate a small amount of funding for salaries for the three staff people working on this project from existing funding sources. As you can see from the attached budget, ATI also allocated \$10,000 in funds from the City, based on the support we have received since 2006.

On behalf of the ATI Board of Directors, staff and consumers I appreciate your consideration of this request. Please feel free to call me with any further questions or requests for information. ATI would also be glad to speak with the Common Council directly should that be a consideration.

Sincerely,


Mary E. Ewing, MSW
Executive Director

Cc: Brian Tobin, Mayor

26 North Main St.
Cortland, NY 13045
ph: 607-753-7363
fax: 607-756-4884

e-mail:
info@aticortland.org

website:
www.aticortland.org

Resources and Advocacy for People with Disabilities

**AGREEMENT TO PROVIDE ADMINISTRATIVE FUNDS
BETWEEN THE CITY OF CORTLAND AND ACCESS TO INDEPENDENCE OF
CORTLAND COUNTY, INC.**

FUNDING SOURCE: NYS OCR PROGRAM INCOME

AGREEMENT made this ____ day of April 2013 by and between the City of Cortland being a Municipal Corporation of the State of New York with offices at 25 Court Street, Cortland, NY, (the "City") and Access to Independence of Cortland County, Inc., ("ATI") being a not-for-profit corporation with offices at 26 North Main Street, Cortland, NY.

WHEREAS, the City has heretofore made application to the New York State Office for Community Renewal (OCR) for grants under Title I of the federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, through the Small Cities Community Development Block Grant Program (CDBG) (the "Grants"); and

WHEREAS, the Grants have been awarded the City and used by the City in accordance with CDBG Program guidelines and federal regulations allowing the accumulation of Program Income and the subsequent use of the accumulated Program Income for Community Development eligible activities; and

WHEREAS, the City has submitted a Program Income Plan to the OCR as required that allows for the use of Program Income for housing assistance to low-to-moderate income individuals who both own and occupy units in the City of Cortland, and in particular those who are disabled; and

WHEREAS, one of the purposes of the CDBG Program is the removal of architectural barriers from owner-occupied homes or units to facilitate the accessibility of living units and to enhance the livability for persons with disabilities; and

WHEREAS, Access to Independence of Cortland County, Inc. is a not-for-profit corporation that provides assistance to and programs for the disabled, including a Program known as Access to Home (the "Program") that provides funding for the rehabilitation of owner-occupied homes or tenanted units where one or more of the household members are disabled and in need of assistance to remove architectural barriers and/or modifications to the home or unit that will enable a disabled person(s) to remain in or return to the home/unit; and

WHEREAS, the City wishes to enter into this Agreement to Provide Administrative Funds ("Agreement") between the City and ATI for purposes of providing funds for the administration of the Program as requested in a letter from ATI's Executive Director dated January 28, 2013 (included herein by reference); and

WHEREAS, pursuant to Article 5, Section 99-h of the General Municipal Law of the State of New York, the City has the power to accept and expend funds made available by the federal Government to administer and conduct programs with such State and/or federal assistance related to the general welfare of inhabitants of the City, where the City has received approval of its CDBG Program as required by law;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT WITNESSETH THAT THE PARTIES HEREBY AGREE AS FOLLOWS;

**ARTICLE I
DEFINITIONS**

Section 1.1

Definitions: For the purpose of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

"**Agreement**" means this Agreement to Provide Administrative Funds.

"**City's Representative**" means, for the purpose of this Agreement, Thoma Development Consultants ("Thoma"), which is retained by the City to administer programs using Program Income funds.

"**Grants**" means certain grants awarded the City by the U.S. Department of Housing and Urban Development (HUD) and/or the NYS Office of Community Renewal (OCR) on behalf of the U.S. Department of HUD, from which monies are or were generated to assist the City in continuing its Community Development Programs, and in particular Programs to assist disabled, low-to-moderate income persons/households with the removal of architectural barriers.

"**Grant Agreements**" means certain agreements between the City and HUD and/or the City and the NYS OCR setting forth the terms and conditions upon which the Grant or Grants were awarded and providing for the disbursement of the proceeds of the Grant or Grants.

"**HUD**" means the United States Department of Housing and Urban Development.

"**Low-to-moderate income person(s)**" means a person(s) that resides in a Census tract where not less than 70% of the residents are low and moderate income persons, or a person(s) that is part of a household where the households's income is at or below 80% of County median income as determined by HUD and as adjusted for household size. Certification that a household's income is at or below HUD's median income will be determined by ATI in accordance with a review of all sources of household income.

"**OCR**" means the New York State Office of Community Renewal, a State entity under the New York State Homes and Community Renewal that administers the federal CDBG Program for HUD in the State of New York and which oversees the use of Program Income pursuant to a Plan submitted to the OCR by the State.

"**Premises**" means any owner-occupied home or income property unit located in the City of Cortland that is determined to be in need of and eligible for assistance under ATI's Access to Home Program, which is occupied by an Income individual(s) pursuant to the CDBG Small Cities Program income limits.

"**Program Income**" means funds that return to the City as repayments of loans or grants made under eligible activities or funds that are recaptured under terms of certain Community Development Activities operated by the City and that can be retained by the City for the purpose of undertaking other Community Development eligible activities as defined by the NYS OCR and/or HUD.

"**Project**" means the provision of Access to Home funds for the purpose of removing architectural barriers and/or providing other modifications/improvements necessary that will make a premises accessible for a disabled person/household and which will insure the disabled person/household will be able to continue to reside therein or return thereto.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

Section 2.1

Representations by the City:

The City represents that:

1. It is a Municipal Corporation of the State of New York and has full power and authority to consummate all transactions contemplated by this Agreement;
2. The use of the Program Income to support the Access to Home Program to be administered by ATI is an authorized use of Program income;
3. The City has heretofore made application to the United States Department of Housing and Urban Development and/or the New York State Office of Community Renewal under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, for various grants which have been awarded the City and which have been used for Community Development eligible activities, such as economic development or housing loans, generating funds from the loan repayments thereon called Program Income, which is then available for other Community Development eligible activities.

Section 2.2

Representations by the Borrower:

The Borrower represents that:

1. ATI is a not-for-profit corporation, validly existing and in good standing under the laws of the State of New York;
2. ATI is an organization that advocates and provides programs for the disabled in Cortland County and has received funding under the Access to Home Program to undertake such activities but has disclosed to the City a need for administrative funds in order to carry out the activities as outlined in its application for the Program funds;
3. All Projects for which ATI will voucher the City under this Agreement will be designed in compliance with all applicable federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety, environmental quality, and historic preservation; that ATI will verify that its responsible contractor has secured a building permit; and that ATI will perform all inspections for all activities as required;
4. ATI understands and agrees that the funds to be provided pursuant to this Agreement will be used for administrative purposes for Projects located in the City of Cortland only and for which ATI has qualified, confirmed and certified that the occupants of the home or income property unit to be assisted meets the low-to-moderate income criteria as set forth under the CDBG definition of low-to-moderate income person stipulated above and any other requirement of the Access to Home Program.
5. If a unit located in an income property in the City is assisted under ATI's Access to Home Program and City administrative funds are used for improvements thereto whether in the unit only or on the exterior, if any of the modifications undertaken will benefit the building in general,

ATI agrees it will comply with HUD's 51% low-to-moderate income benefit requirements and will collect and provide all necessary income verifications of the tenants in all units located in said income property in order to document compliance with the 51% low-to-moderate income requirement for multi unit properties. If 51% of the units in the structure are not tenanted by low-to-moderate income persons/household, ATI will not use City funds for that project.

6. ATI will make every effort to assist owner-occupied structures before income property structures.

ARTICLE III PROVISIONS FOR ASSISTANCE

Section 3.1

Scope of Services: ATI will provide all administrative and program delivery services for Access to Home Projects for qualified applicants/participants that live in and own a home or eligible residential unit in the City of Cortland. The scope of services for Projects for which City funds are sought will include, but not be limited to, (1) marketing the Program, (2) providing intake of applicants who own and occupy single family homes in the City of Cortland, (3) securing all necessary paperwork/information/documents and maintaining same in a filing system that documents qualification of applicants/participants for projects for which funds are sought, (4) preparing work write-ups and costs estimates, (5) providing any and all environmental assessments or energy audits if required under the Program, including but not limited to lead paint assessments and undertaking requisite action as a result of any environmental assessment or audit or energy audit (6) submitting all Projects for approval to the New York State Office of Historic Preservation (SHPO) prior to construction start; (7) assisting applicants/participants with or providing bidding documents and bidding the Project on behalf of the applicants/participants, (8) preparing contracts for execution by the appropriate parties, (9) providing oversight for all construction work undertaken on a Project, (10) inspecting and approving all construction work undertaken on a Project, and/or working with contractors to insure that work identified by ATI as substandard is repaired in a manner satisfactory to the Project owner, (11) preparing payment requests and making payments for all Projects pursuant to the contracts executed, (12) submitting paperwork to the Access to Home funding source to close-out Projects, (13) preparing vouchers for City payment on completed Projects that will include, at a minimum (A) a City voucher, (B) copy of the Program participant's application for whom administrative funds are sought, (C) certification that the Program participant met all Program requirements, and (D) a brief summary of the scope of the work for the Project for which funds are sought.

Section 3.2

Compensation and Disbursement of Funds: The City will provide \$1,100 in administrative funds to ATI upon completion of each Project located in the City to be performed under the 2012 Access to Home Program, up to a maximum of \$6,6000. The fee for each project will be as follows:

Application/Intake/Selection Process	\$ 300
Work write-up/SHPO Submission/Bidding and Contracts	300
Construction and Closeout	500
Maximum Fee per City eligible project	\$1,100

The administrative fee will be provided to ATI only for Projects that are completed and will be paid upon completion and closeout after submission of all paperwork requested by the City noted above. No funds will be disbursed for Projects that were not completed. ATI will certify in its request for funds that the Project(s) for which funds are sought have been completed and close-out documents have been submitted to the Access to Home funding source.

Section 3.3

Time and Performance: Services for which ATI can voucher shall commence upon execution of a contract with the Access to Home funding source, after execution of this Agreement. This Agreement shall remain in force until the \$150,000 in 2012 Access to Home funds awarded to ATI are exhausted or until the City has disbursed \$6,600 for the 21012 Access to Home Program, whichever comes first. The City is under no obligation to disburse the full \$6,600 provided hereunder if 2012 Access to Home funds are depleted prior to disbursement of the \$6,600. Further, the City is under no obligation to disburse in excess of the \$6,600 provided hereunder if the full \$6,600 is disbursed, but 2012 Access to Home funds remain and additional Projects in the City are identified.

Section 3.4

Method of Billing and Payment:

ATI will submit for payment only upon completion of a Project in the City. Requests for funding will be submitted on a periodic basis but not more than monthly.

Requests for payment will include a City voucher signed by the Executive Director of ATI, an invoice from ATI, a copy of the application(s) for the Project(s) completed, certification from ATI that (1) the participant met all Program requirements, and (2) the Project has been completed in accordance with Program requirements and submitted for close-out, and a summary of the scope of work provided by ATI and other documents that the City's representative, Thoma Development, may request.

It is expressly agreed and understood that the fees provided for hereunder and the payments to be made to ATI is compensation for services actually performed, and payment becomes due ATI only by virtue of the services performed during the payment period. Any payment made for services that were not actually performed or Projects that were not actually completed will be returned to the City immediately upon request by the City's representative.

Section 3.5

Termination: Either ATI or the City, upon 30 days written notice, may terminate this Agreement prior to the completion of all activities contemplated hereunder or prior to the disbursement of the full \$6,600 as provided hereunder. Notice shall be in writing and delivered to:

For the City: Office of Community Development
25 Court Street
Cortland, New York 13045

ATTENTION: Thoma Development Consultants

For ATI: Mary Ewing, Executive Director
Access to Independence of Cortland County, Inc.
26 North Main Street
Cortland, New York 13045

This Agreement shall become effective upon its execution and delivery by the parties hereto, shall remain in full force from the date hereof, and its term shall be in accordance with Sections 3.3 and 3.5 above.

**ARTICLE IV
COVENANTS OF THE CITY**

Section 4.1

Compliance with HUD Grants: The City agrees that it shall comply with all the terms and conditions contained in the Grant Agreements with the U.S. Department of HUD, the NYS OCR, and the rules and regulations of the Secretary of HUD concerning any and all HUD and NYS OCR CDBG Grants.

**ARTICLE V
COVENANTS OF ATI OF CORTLAND COUNTY, INC.**

Section 5.1

A. **Compliance with Access to Home Grants:** ATI agrees that it shall comply with all the terms and conditions contained in the Grant Agreement with the funding source for the Access to Home grant for which the administrative funds are sought.

B. **Assignment of Funds:** ATI agrees that it shall not transfer or assign the obligations of this Agreement to any other person, party, partnership, corporation or other entity without written approval of the City.

C. **Assurances of Governmental Approvals:** ATI agrees to obtain all federal, state, and local governmental approvals and permits required by law to be obtained in carrying out any Project.

D. **Conflict of Interest:** ATI understands and agrees that no member, officer or employee of the City or ATI, or its designees, or agents, no consultant, no member of the governing body or other public official of the City or ATI who exercises or has exercised any functions or responsibilities with respect to any of the Projects assisted with the funds hereunder during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with any of the Projects assisted with the funds hereunder or in any activity, or benefit therefrom, which is part of this Access to Home Program.

E. **Suspension of Commitment:** When reasonable grounds for insecurity arise with respect to the performance of ATI, the City may in writing demand adequate assurance of due performance, and until the City receives such assurance, the City may suspend any performance of its obligations hereunder.

Section 5.2

Compliance with HUD Requirements as they relate to the State CDBG Program administration: ATI agrees to comply with all of the following requirements:

A. The regulations of the CDBG Program at 24 CFR, Part 570, Subpart I.

B. All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the ground of race, color, creed, religion, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project assisted with CDBG funds;

C. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Act of 1973 (Public Law 93-234);

D. The regulations, policies, guidelines, and requirements of OMB Circular A-102 Revised (Handbook 1300.17), which relates to the acceptance and use of federal funds;

E. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended and implementing regulations. No person (employee or applicant for employment) shall be discriminated against because of a physical or mental disability with regard to any position for which the employee or applicant is qualified;

F. The provisions of the Age Discrimination Act of 1975, as amended (Public Law 94-135);

G. Requests from HUD, the City, the Comptroller General, the NYS Housing Trust Fund Corporation or any authorized representatives of the City for access to and the right to examine all records, books, papers or documents related to the Program for which these funds are sought and providing information to the City to meet CDBG audit requirements, if applicable;

H. The American with Disabilities Act of 1990 as amended.

I. Section 3 of the Act as amended and implementing regulations at 24 CFR, Part 135 requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the Program be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Program.

J. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in U.S. Department of Labor regulations (41 CFR part 60).

K. Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in U.S. Department of Labor regulations (29 CFR, part 3), which provides that the ATI shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled.

Section 5.3

Indemnification: To the fullest extent permitted by law, ATI shall defend, indemnify and hold harmless the New York State Housing Trust Fund Corporation, which oversees the NYS OCR, and the City of Cortland, their agents and employees (collectively "Indemnified Party"), from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Indemnified Party, arising out of ATI's or ATI's contractors or agents negligent performance of work in connection with the Projects located in the City for which these funds are sought. All money expended by the Indemnified Party as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by ATI to the Indemnified Party.

**ARTICLE VI
MISCELLANEOUS**

Section 6.1

Amendments and Adjustments: This Agreement may be amended only in writing with the prior written consent of the City and ATI or their duly authorized agents.

In addition, ATI for and in consideration of the funds to be provided or provided hereunder, will, if requested by the City, cooperate and adjust for clerical errors, execute or re-execute this Agreement if deemed necessary or desirable in the reasonable discretion of the City.

Section 6.2

Assignment: This Agreement shall not be assigned by either the City or ATI without the written consent of the City and ATI or their duly authorized agents in writing. Any purported assignment without the consents required by this Section 7.2 shall be void and of no effect.

Section 6.3

Notices: All notices, certificates or other communications hereunder shall be sufficiently given and deemed given when delivered or mailed by registered or certified mail, postage prepaid addressed as follows to the addresses provided in Section 3.5:

Section 6.4

Prior Agreements Superseded: This Agreement shall completely supersede all other prior understandings or agreements both written and/or oral between the City and ATI.

Section 6.5

Execution in Counterparts: This Agreement may be executed simultaneously in several counterparts each of which shall be an original and all of which shall constitute but one in the same instrument.

IN WITNESS WHEREOF, the City and ATI have caused this Agreement to be executed as of the date first noted above by the Mayor and the Executive Director, respectively, as provided below.

CITY OF CORTLAND: _____
Brian Tobin, Mayor

ATTEST: _____

ATI OF CORTLAND COUNTY, INC.: _____
Mary E. Ewing, Executive Director

ATTEST: _____



Central New York Regional Planning & Development Board
GRANT DISBURSEMENT AGREEMENT

**In the matter of:
Central New York Climate Change Innovation Program**

A. TERMS AND CONDITIONS

1. PARTIES

This Agreement is between the City of Cortland (*municipality*), a municipal corporation with its offices and principal place of business at 25 Court Street, Cortland, New York 13045 and the Central New York Regional Planning and Development Board with offices at 126 N. Salina Street 100 Clinton Square, Suite 200 Syracuse, NY 13202 (CNY RPDB).

2. THE PROGRAM

On May 10, 2010, the U.S. Environmental Protection Agency (EPA) awarded the CNY RPDB a Climate Showcase Communities Program grant (CSCPG) in the amount of \$499,820. The purpose of the CSCPG is to assist the CNY RPDB with the establishment of the Central New York Climate Change Innovation Program (C₂IP). The overall goal of C₂IP is to create replicable models of sustainable community action that generate cost-effective and persistent greenhouse gas reductions while improving the environmental, economic, public health, or social conditions in a community. Through C₂IP, the CNY RPDB will work with nine municipalities in Central New York to conduct greenhouse gas (ghg) emissions inventories, develop climate action plans, and implement demonstration projects that lead to demonstrable ghg emissions reductions.

3. DOCUMENTS FORMING THE CONTRACT

This Agreement consists of Articles 1 – 22 and Exhibits A, B, and C attached hereto.

4. TERM OF AGREEMENT

The term of this agreement shall commence on April 1, 2011 and expire on December 31, 2013 unless extended or renewed by the mutual agreement of the parties and in accordance with applicable law.

5. SCOPE OF SERVICES

In accordance with the terms and conditions of the CSCPG and this Agreement, the *municipality* and the CNY RPDB will participate in the C₂IP in accordance with the scope of services set forth in Exhibits A and B, attached hereto.

6. USE OF GRANT FUNDS

In accordance with the terms of this Agreement, the *municipality* shall undertake the following for which they will receive reimbursement from the CNY RPDB:

- a. Join ICLEI – Local Governments for Sustainability for a least a one year period in order to be able to utilize the CACP (Clean Air Climate Protection) software necessary to complete the ghg emissions inventory. The CNY RPDB will reimburse the *municipality* up to \$1000 for the cost of ICLEI membership.
- b. Conduct a demonstration project or feasibility study that has been approved by the CNY RPDB for facility or non-facility integrated energy efficiency measures that include, but are not limited to, lighting, cooling, heating, motors, building envelope, building or facility optimization, combined heat and power systems, geothermal systems, alternative fuel vehicles (light, medium, and heavy duty

that use natural gas, electricity, or hydrogen as a fuel source), refueling and recharging equipment for alternative fuel vehicles, anti-idling equipment, or other energy-efficiency technologies as well as transportation measures that include, but are not limited to, traffic signal timing and other intelligent transportation system projects, programs to reduce vehicle miles traveled such as ridesharing or telecommuting, bike and pedestrian paths where a reduction in automobile travel can be demonstrated; or implement a demonstration project or perform feasibility studies for renewable energy production projects including on-site or “behind the meter” solar thermal systems, solar electric systems, or bioenergy projects (including biomass and biofuel infrastructure). The CNY RPDB shall reimburse the municipality for 50% of the cost of the demonstration project/feasibility study up to a maximum of \$30,000.

- a. Additionally, demonstration projects and/or feasibility studies must be able to provide ongoing annual reductions in emissions of greenhouse gases and have the potential to demonstrate additional environmental, behavioral, health, social, or programmatic outcomes such as reductions in total energy use or vehicle miles traveled, improvements in energy efficiency, or the creation of more walkable neighborhoods.

7. DISBURSEMENT OF GRANT FUNDS

No grant funds will be disbursed by the CNY RPDB unless the municipality is in compliance with all of the terms and conditions of the CSCPG and this Agreement including, but not limited to, the following provisions:

- a. The municipality acknowledges that the CNY RPDB has relied on the statements and representations made by the municipality with regard to the application the municipality submitted to the CNY RPDB, dated August 25, 2010, and hereby represents and warrants that it made no material misstatement or omission of fact or otherwise in connection with the application except as otherwise disclosed in writing to the CNY RPDB.
- b. The municipality acknowledges that it is solely responsible for and has sufficient funding available to pay for all of the costs associated with the completion of the Scope of Work outlined in Exhibit A. in excess of the CSCPG funds provided by the CNY RPDB.
- c. In order to receive reimbursement for ICLEI – Local Governments for Sustainability membership the municipality must provide documentation from ICLEI of the payment amount and membership status.
- d. In order to receive reimbursement of costs incurred for the purposes of the demonstration project, the municipality must complete the following:
 1. Submit a written proposal to the CNY RPDB outlining the elements of the demonstration project
 2. Obtain written approval of the demonstration project from the CNY RPDB.
 3. Submit a formal application for reimbursement with accompanying documentation of overall project costs, invoices, evidence that matching funds have been expended, and such other documentation as the CNY RPDB may reasonably require.

8. RECAPTURE OF GRANT FUNDS

The Grant monies, or a portion thereof, may be subject to recapture by the CNY RPDB in the event that the municipality is not in compliance with all of the terms of the Grant and this Agreement.

9. REPORTING REQUIREMENTS

The municipality shall submit to the CNY RPDB quarterly financial and program activity reports and additional reports and information as requested by the CNY RPDB, as well as a written final report of C₂IP participation and accomplishments (including documentation of ghg emissions reductions achieved, ghg inventory and action plan materials, copies of any advertisements, press releases, brochures or other

promotional materials created and used in connection with the Program). The Grantee's final report must be received by the CNY RPDB within 30 days of project completion.

10. LIMITATION OF LIABILITY

The CNY RPDB shall not be liable to the municipality, or any other parties hereto, for any losses incurred that were not caused by or resulting from or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the CNY RPDB, its employees, or agents including subcontractors.

11. CONTRACT TERMINATION

This Agreement may be terminated by either party upon 30 days written notice specifying the grounds for termination. Such grounds may include, but need not be limited to, the failure of either party to provide the services and comply with the requirements that are outlined in this Agreement.

12. ASSIGNMENT

The municipality agrees that it shall not assign, transfer, convey or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to it hereunder, nor the power to execute this Agreement to any other person, company or corporation (except for the intended purpose) without the prior express written consent of the CNY RPDB.

13. INDEPENDENT CONTRACTOR

For the purposes of this Agreement, the municipality shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the employees and agents of the municipality shall neither hold themselves out as nor claim to be officers or employees of the CNY RPDB, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the CNY RPDB.

14. HOLD HARMLESS

Regarding the operations and responsibilities concerning this Agreement, the municipality covenants and agrees to indemnify, defend and hold harmless the CNY RPDB, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for costs and/or damages arising at law and equity, including, but not limited to, claims arising out of the Comprehensive Environmental Response and Compensation Liability Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupation Health and Safety Act and the Clean Air Act, Administrative Procedures Act and all comparable State Laws, alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the municipality, its employees, or agents including subcontractors.

15. INSURANCE

The municipality shall secure its pledge to defend and indemnify the CNY RPDB against all loss and liability by securing and at all times maintaining the types of insurance enumerated in the certificate of insurance annexed hereto as Exhibit C.

16. STATUTORY COMPLIANCE

In acceptance of this Agreement, the municipality covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations, including, but not limited to, workers' compensation and employers' liability insurance, hours of employment, wages and human rights, and procurement of goods and services.

17. CONFLICT OF INTEREST

The municipality, and its employees and agents, hereby certifies that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services outlined in this Agreement. The municipality assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to the CNY RPDB.

During the course of performing services under this Agreement, the municipality agrees to disclose immediately to the CNY RPDB, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the municipality, its employees and agents. The duty to disclose is a continuing duty. The municipality agrees that disclosure is a material obligation of the Agreement and that failure to comply with these provisions affords the CNY RPDB the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the municipality agrees that all work, services, and payments shall be suspended pending final approval by the CNY RPDB. If the conflict cannot be resolved to the satisfaction of the CNY RPDB, the CNY RPDB may terminate the Agreement by written notice. Nothing herein shall be construed as limiting or waiving the CNY RPDB right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the municipality and the municipality shall disclose the same.

18. LICENSES AND PERMITS

The municipality hereby agrees that it and/or any subcontractors will obtain at its own or their own expense all licenses, permits and/or owner permission for the work performed under this Agreement, if any are necessary, prior to the commencement of work.

19. APPROPRIATIONS

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and made available to the CNY RPDB by EPA for the purpose of this Agreement and no liability on account thereof shall be incurred by the CNY RPDB beyond monies appropriated and available for the purpose thereof.

20. CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between the municipality and the CNY RPDB and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the municipality and the CNY RPDB.

21. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

City of Cortland

By: _____

Dated: _____

CENTRAL NEW YORK REGIONAL PLANNING
AND DEVELOPMENT BOARD

By: _____

Dated: _____

David V. Bottar, Executive Director

EXHIBIT A

SCOPE OF SERVICES – MUNICIPALITY

In fulfillment of this Agreement the municipality must:

1. Adopt the NYS DEC Climate Smart Communities pledge.
2. Become a Pledge Driver through EPA's Change the World Start with Energy Star program.
3. Become a member of ICLEI – Local Governments for Sustainability for at least a one year period or until the GHG emissions inventory is complete in fulfillment of participation in C₂IP.
4. Designate at least one local project manager to oversee the entirety of the program.
5. Conduct a greenhouse gas emissions inventory utilizing the ICLEI Five Milestones framework, the ICLEI CACP (Clean Air Cool Planet) software, and the Local Government Operations Protocol. The project manager(s) must facilitate access to the necessary data for the completion of the inventory.
6. Host at least one intern during the period of conducting the GHG emissions inventory; financial compensation is not required said intern.
7. Provide the program intern a desk and a computer at which to work that can access the internet and is able to run the ICLEI Clean Air Climate Protection (CACP) software.
8. Provide documentation of GHG emissions reductions as part of their participation in the program.
9. Develop a climate action plan detailing proposed actions towards greenhouse gas emissions reductions.
10. Consider (but is not required) working with CNY RPDB program staff to adopt comprehensive community planning and land-use controls to support emission reductions by local businesses, institutions, and individuals.
11. Implement a demonstration project or complete a feasibility study according to the guidelines set forth in this Agreement.
12. Provide the CNY RPDB will quarterly reports on total GHG emissions reductions related to the program as specified in this Agreement.
13. Work with the CNY RPDB to determine an appropriate number/format and conduct public outreach events to encourage constituents to adopt behavioral, technological, or other changes to foster energy savings and ghg reductions.

EXHIBIT B

SCOPE OF SERVICES – CNY RPDB

In fulfillment of this Agreement the CNY RPDB will:

1. Provide approximately 175 hrs of technical assistance to the Municipality during the ghg emissions inventory and climate action planning process.
2. Provide assistance in identifying (a) program intern(s) to assist in the ghg emissions inventory process.
3. Assist the municipality with identifying funding sources and submitting proposals for financial assistance in the implementation of their demonstration projects.
4. Provide approximately 50 hrs of technical assistance to local governmental staff to develop discrete energy plans or to adopt amendments to their comprehensive plans or community master plans that:
 - a. encourage development that is energy efficient;
 - b. enable the use of renewable energy;
 - c. encourage development that reduces vehicle miles traveled (VMT); and
 - d. encourage development that will be resilient to climatic changes
5. Provide approximately 75 hrs of assistance in the coordination and execution of public outreach events to encourage municipal constituents to adopt behavioral, technological, or other changes to foster energy savings.
6. Provide and/or coordinate training for municipal program staff in the form of workshops, webinars, 1 on 1 sessions, or other format as appropriate to assist in the successful completion of the overall program.

EXHIBIT C
CERTIFICATE OF INSURANCE

REQ'D	KIND OF INSURANCE	COMPANY & POLICY NO.	EXPIRATION DATE	LIMITS OF LIABILITY
X	Workers Compensation			Statutory
X	Disability Benefits Law			Statutory
X	Comprehensive General Liability			CSL of \$1,000,000.00 per Occ/\$1,000,000.00 Agg in the Primary Policy
X	Comprehensive Auto Liability Policy			CSL of \$1,000,000.00 per OCC in the Primary Policy
	Professional Liability Policy			CSL of \$1,000,000.00 per OCC in the Primary Policy
	Umbrella Liability Policy			CSL of \$1,000,000.00 per OCC in the Primary Policy

The above described policies provide the following features or contain the following provisions by endorsement for the agreement(s):

1. The above policies will not expire and/or nonrenew or be cancelled for any reason or restricted in coverage until at least thirty (30) days prior written notice by certified mail has been given to the Central New York Regional Planning & Development Board.
2. The Comprehensive General Liability policy specifically includes premises/ operations, products/completed operations, blanket broad form contractual, independent contractors, and broad form contractual, independent contractors, and broad form property damage coverage.
3. Personal Injury Liability is covered under the Comprehensive General Liability
4. There is no exclusion for actions on an agreement by a third party beneficiary arising out of a project for a public authorization on Contractor's and owner's contractual liability policies.
5. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
6. Automobile liability coverage applies to owned, non-owned, and hired automobiles.
7. The CGL, Auto and Umbrella liability policies have been endorsed to include CNY RPDB as an additional insured on a primary and non-contributing basis.
8. A separation of Insureds endorsement is provided in the CGL and Auto policies.
9. Coverage for explosion, collapse and undergrounds hazards is included under property damage liability.

NAME OF INSURANCE COMPANY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS OF INSURANCE AGENCY

TELEPHONE NUMBER

DATE

Program Application

**Grant Application Form: Feasibility Study or Project Implementation (please Indicate)
Please Complete the Project Narrative section as appropriate (*indicates optional).**

APPLICANT INFORMATION
Applicant Organization's Name: CITY OF CORTLAND
<input type="checkbox"/> County government <input checked="" type="checkbox"/> Large municipal government <input type="checkbox"/> Small municipal government (population under 10,000)
Applicant Contact and Title: SUSAN FEISZLI, MAYOR
Address: 25 COURT STREET
City, State and Zip Code: CORTLAND, NEW YORK 13045
Phone and Fax: (607) 753-0872/(607) 753-0385
E-Mail Address: mayor@cortland.org
Other:
MUNICIPAL COMMITMENT TO REDUCING GREENHOUSE GAS EMISSIONS: Provide a brief description of your organization's history, if any, in undertaking energy efficiency, sustainability, or climate action projects or programs. Describe relationships with other organizations, municipalities, or entities that you have developed as a product of the above efforts.
Has your municipality participated in any state, federal, or international climate initiatives such as NYS DEC's Climate Smart Communities, and/or ICLEI-Local Governments for Sustainability? (Please Indicate which one(s)) Has your municipality begun or completed a greenhouse gas emissions inventory or climate action plan in the past 36 months (please explain)?
<p>On 2/2/10, the City's Common Council passed a resolution to support a green innovative economy. This included the adoption of ten (10) policy goals including a, <i>Pledge to Combat Climate Change by Becoming a Climate Smart Community</i>. The implementation goal is to sign on to a widespread climate campaign such as <i>ICLEI Local Governments for Sustainability - Climate Protection Campaign</i>.</p> <p>The City has also completed a <i>City of Cortland Energy Conservation Feasibility Audit Draft Report</i> that was prepared by Johnson Controls for NYSERDA and is dated 5/12/10. This was a detailed energy study to quantify the energy savings likely to result from identified measures for ten (10) municipal buildings including City Hall, Armory, Youth Bureau buildings, Water Plants, DPW, fire stations, and the Wastewater Treatment Plant. It additionally addressed energy savings to be derived from changes to its traffic signals.</p>

Has your municipality begun or completed a building and/or systems retrofit project, improved the efficiency of your municipal fleet, or implemented a renewable energy project within the last 36 months (please explain)?

The NYSERDA audit completed by the City and noted above will serve as a strategic guide for addressing City energy issues. While the Cortland realizes that implementing identified energy cost savings will be extremely beneficial in the long-term, there is an immediate cost associated with undertaking this work. The City is currently hampered by recent double-digit unemployment, precipitated by a continued loss in its manufacturing sector. With a staggering poverty rate of 24.7%, the City's budget is severely compromised. Despite this situation, the City has long been an aggressive municipality in terms of applying for grant funding opportunities. The City will be no less aggressive in searching for funding to assist with energy saving initiatives.

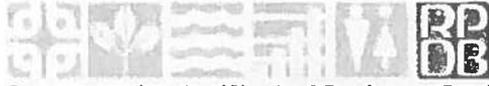
Has your municipality engaged in efforts to implement land use planning and management practices in order to reduce energy use, greenhouse gas emissions or to encourage responsible management of urban or rural areas?

The City of Cortland is currently undergoing the adoption phase of its new Comprehensive Plan. It is anticipated that the final public hearing/adoption will take place in October/November 2010. The Plan is the culmination of almost three years of work and was completed with a significant amount of public input. The plan contains a series of goals and related implementation measures to guide the City's future. Interspersed throughout the document are a number of implementation measures related to energy, particularly energy usage. For example, one of the goals is to, *Become a leader in the use of sustainable technology and green building practices*. Since the City is almost entirely built out, its best opportunities for energy savings are in the areas of retrofitting existing buildings for future development, making existing buildings and infrastructure more energy efficient, and curbing the community's reliance on fossil fuels. Comprehensive Plan recommendations include, but are not limited to, conserving energy, promoting the use of alternative/clean energy sources, promoting energy efficiency, including LEED certification for new or existing structures such as green build standards, alternative energy sources, and/or new energy saving technologies; energy saving appliances, technology, materials; utilize alternative energy sources such as geothermal and solar in all City-owned building projects; and seek grant funds to assist property owners.

IMPLEMENTATION PROJECT AREA(S) (CHECK ALL THAT APPLY)

What types of projects are you interested in exploring as a municipality?

- Energy efficiency (including combined heat and power and geothermal)
- Solar thermal, solar electric and small wind
- Alternative fuel vehicles
- Transportation and Land Use revisions
- Other (please specify) _____



Central New York Regional Planning & Development Board

Project Narrative:

Please submit a project narrative of no more than three (3) pages following the outline below. Please answer each question (*indicates optional).

Please use language for lay people, and avoid using jargon, initials, and abbreviations. Please use a readable font size and style.

Part One: Climate Action Planning and Public Outreach

Describe your community's commitment toward participating in the Central New York Climate Change Innovation Program. What resources (i.e., staff, monetary, facilities) do you plan to commit to the greenhouse gas inventory and climate action planning process. How will you engage the public in your process, including becoming an Energy Star Pledge Driver? What are your expected outcomes (both quantitative and qualitative) of the Climate Action Planning and public engagement process (i.e., target populations, number of persons reached, emissions reductions)?

***Part Two: Municipal Code and Policy Review**

The CNY RPDB will provide additional technical assistance to local governments who express interest in reviewing their Land Use Planning and management policies, procedures, and programs to develop strategies for decreasing GHG emissions at the community level.

How does your municipality plan on utilizing this resource; what policies, procedures, or practices do you plan on examining? How do you anticipate implementing any recommendations that are made as a part of this exercise?

PROJECT NARRATIVE

Part One: Climate Action Planning and Public Outreach

The City of Cortland has a demonstrated history of commitment to addressing climate change and energy efficiency through municipal action. They are a DEC Climate Smart Community; they have undertaken a detailed energy audit on all major City buildings; and they are finalizing a new Comprehensive Plan that emphasizes sustainable land use planning and energy conservation. Participation in the Central New York Climate Change Innovation Program will allow the City to continue and expand its effort to effect real change.

The City's Maintenance Supervisor/Safety Coordinator, Robert Avery, will be responsible for coordinating the City's climate change efforts. His staff time related to this project will be provided in-kind by the City. Mr. Avery will complete the greenhouse gas inventory and climate action plan, with the assistance of other City staff and elected officials. The process will be overseen by Mayor Susan Feiszli.

The City of Cortland believes that it is essential to engage the public in its climate change and energy efficiency efforts. The City will create a separate page on their website for climate change and energy conservation issues and the City's efforts to address them. This will allow the public to access information regarding these issues and track the City's progress. They will also issue press releases upon attaining milestones in their planning efforts. The City will become an Energy Star Pledge Driver and establish a goal for the number of pledges they anticipate they will drive. This campaign will be undertaken in a number of ways. Information concerning the Energy Star Pledge will be placed on the aforementioned webpage with a link to energystar.gov. A handout will be created that will be included in each City tax bill outlining the City's commitment to addressing climate change on the local level and urging residents to take the Energy Star pledge. As detailed elsewhere, the City administers ongoing housing rehabilitation programs that incorporate energy conservation measures. Up to 30 households are assisted annually. An energy audit, conducted by a BPI certified auditor is conducted on each property and recommendations are included in the rehabilitation work scope. In addition to that existing effort, each program participant will be provided information regarding the Energy Star pledge and be encouraged to pledge.

As detailed previously, Cortland is a financially struggling community with older municipal buildings and an even older private housing stock. Although the City's efforts will be inclusive of all, the focus of the City's Climate Action Planning Initiative will be on lower income property owners who, 1) often live in some of the oldest and most energy inefficient housing, and 2) are least able to afford the high cost of energy. In addition to this target population, the City will also focus on municipal buildings in order to set an example for the rest of the community and to reduce energy costs, with such savings being able to be passed on to taxpayers. Regarding outreach, the City estimates that it will drive 100 persons/households annually for three years, to take the Energy Star Pledge. This includes the +/-30 households that are rehabilitated annually through the

City's rehabilitation programs. The City's website, www.cortland.org, is an often-accessed source of information for residents, receiving over 6,900 visitors monthly. A large percentage of these visitors will be exposed to the City's climate change initiative.

From a qualitative standpoint, the process will further the City's goal of promoting sustainability. Cortland's new Comprehensive Plan states, "*Utilization of green building techniques, alternative energy sources, and interior home improvements that promote energy efficiency and conservation will make the City a better place to live. The City has an opportunity take a leadership role in such an initiative by modeling sustainable construction and business practices. Taken together, these actions will have not only a local, but also a global impact.*" It is a stated goal of the City, via its new plan to, "*Become a leader in the use of sustainable technology and green building practices,*" including encouraging energy conservation, promoting alternative energy sources, particularly in municipal buildings. The City has long been struggling with the collapse of its manufacturing base, a declining socioeconomic status, and a deteriorating building stock. The City must chart a new course for the future and, according to its new comprehensive plan, that new future includes leadership in becoming a sustainable community. Participation in the Central New York Climate Change Innovation Program will help the City achieve its goal of redefining itself while serving as an example for other Central New York communities.

On a project specific basis, the City has determined that its initial efforts should focus on prioritizing and implementing its recently completed NYSERDA Energy Audit. Initial projects will likely include improvements to the 16,000sf City Hall that have been determined to be most cost effective. These include:

Heating System Upgrades - The current HVAC system controls are outdated. It's an old pneumatic system (air), which no longer operates correctly. There is only one thermostat for numerous offices, and both air handlers run 24/7. There should be a night set back incorporated into the system, and variable speed drives on both air handlers to increase energy efficiency and save dollars.

Window Efficiency - The existing windows in City Hall are large, single pane windows dating from the 1960's. To save money on its energy costs, the City wants to increase the insulation on its windows. Replacing the windows would have a high initial cost, and a long-term payback. According to its energy audit, by installing double cellular blinds, made with flame resistant material that meet code, the City can add R-4.5 to each opening. This project would serve as an excellent example of how smaller, easy to accomplish improvements can have a significant impact the reduction of fossil fuel use.

Part Two: Municipal Code and Policy Review

As detailed previously, the City is currently finalizing a new Comprehensive Plan. This plan included many sustainability/energy conservation recommendations. Over the

course of the next several years, the City will be revising its zoning and land use regulations, as well as other City policies, practices, and regulations based on this plan. Therefore, the City may desire technical assistance in ensuring that its revised zoning properly implements its sustainability and energy conservation goals and strategies.



CITY OF CORTLAND
OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

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

MEMORANDUM

TO: Mayor Brian Tobin and Member of the Common Council

FROM: Thoma Development Consultants

RE: Modifications to the City's Community Development Loan Program

DATE: March 27, 2013

The NYS Office of Community Renewal (OCR) has been directed by the US Dept of HUD to start enforcing a years old policy with respect to program income. The enforcement of this policy has impacted the City of Cortland's housing activities and will now begin to have an impact on its economic development activities. I am attaching a memo we sent to Mayor Tobin outlining some of the issues given the State's determination that "program income" be used before new funds can be accessed or new applications submitted for new funds.

Based on Mayor Tobin's review of the attached, we convened a meeting of the Loan Committee to make a recommendation to the Common Council. The Committee met on March 13, 2013 and unanimously approved the following:

"...THE CITY'S LOAN COMMITTEE MAKE A RECOMMENDATION TO THE CITY COMMON COUNCIL TO MODIFY ITS COMMUNITY DEVELOPMENT LOAN PROGRAM TO CREATE TWO TIERS, THE FIRST REMAINING AS CURRENTLY DESIGNED WITH THE EXCEPTION THAT THE FUNDS PER JOB BE RAISED TO \$35,000; A SECOND TIER WOULD BE AVAILABLE TO SMALL BUSINESSES THAT MET THE NYS OCR SMALL BUSINESS PROGRAM CRITERIA (WITH EXCEPTION OF THE \$15,000 PER JOB REQUIREMENT - TIER I and II WOULD USE \$35,000 PER JOB PER LOAN COMMITTEE RECOMMENDATION): TIER II FUNDING WOULD ALSO ALLOW FOR 20% DPL AND 80% DIRECT LOAN; MOTION INCLUDES MAKING A RECOMMENDATION TO THE COMMON COUNCIL TO EXPLORE THE DEFEDERALIZATION OF PROGRAM INCOME."

Linda Armstrong of my staff will attend your April 2nd Council meeting to request your approval of the proposed modifications to the City's Loan Program pursuant to the above Loan Committee recommendation. She would also like to start conversations with the Council about the "defederalization" of Program Income, for which the Loan Committee voiced its approval at the same meeting.

As noted in the attached memo, the defederalization of program income is a complicated issue and one that not many consultants handle. We will need to do some research, but would like to have the Council's support for this issue before we move too far ahead. If the Council agrees that defederalizing its program income is in the best interest of the City, there may be a cost to accomplishing defederalization.

Please give Linda a call at 753-1433 if you have any questions about either modifying the Loan Program and the issue of defederalization.

Attachment



CITY OF CORTLAND
OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

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

CONFIDENTIAL MEMORANDUM

TO: Mayor Brian Tobin and Mack Cook, Director Admin & Finance

FROM: Thoma Development Consultants

RE: CDBG Economic Development Funding and City of Cortland Economic Development Program Income

As you know from our conversation after a Department Head meeting, the City of Cortland has a significant amount of economic development (ED) program income (PI). As the State Office of Community Renewal (OCR) advised in our recent conference call, both HUD and OCR are now enforcing a years old policy that PI must be used before new CDBG funds can be accessed. Thus the requirement for the City to commit its housing PI for the balance of the \$400,000 we applied for under the fiscal year 2012 CDBG application process. At this point, NYS OCR is not looking at the amount of ED PI the City has when it applies for housing activities because we adopted a Program Income Plan accepted by the State. The Plan that stipulates that only housing PI can be used for housing activities and only ED PI can be used for ED activities.

According to OCR in our conference call, however, they will not accept any new ED applications from the City until the City draws down its ED PI. We currently have \$480,000+ in ED PI. Historically, our strategy has been to retain as much ED PI as possible for projects OCR would not fund in an ED application, such as downtown retail, higher risk projects, and projects that did not meet OCR's Large Business or Small Business ED Programs criteria, such as availability of equity. We have also used ED PI to leverage new money into the City. Given the State's new enforcement policies, we feel the City should look at modifying its Community Development economic development loan program.

There are a number of reasons to discuss modification of the program, but perhaps the biggest is to insure we don't lose a good project to a neighbor who does not have program income, so can apply for new funds. Often the new funds secured

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via an ED CDBG application can be provided as a grant or zero percent loan, if warranted. The City's CD Loan Program does not have that option. Additionally, the City's Loan Program limits its assistance to approximately \$15,000 to \$20,000 per job created. By statute, you can provide \$35,000 in CDBG funds per job created. When we leverage new ED funds with City PI funds, we use both sources to get to the \$35,000/job limitation. We may want to modify our Loan Program now to allow a higher limitation in the City's Loan Program alone.

A good example of how this enforcement will impact the City is the project we are working on with Chastity Mydlenski, owner of Oh My Goodness Health Food Store. We had planned to seek \$95,000 in new ED Small Business funding leveraged by \$75,000 in City ED PI funding. Since we cannot seek new ED funds from OCR at this time, the City would have to provide the entire \$170,000 in PI if it wants to facilitate the project. That would require a modification of the current Loan Program to \$35,000/job. She would also need more flexible repayment terms as the \$95,000 in new funds was proposed as a grant.

Once the City has drawn down its PI, we can seek new funding. If we had one good, large project, we could potentially use the funds quickly. Accordingly, we may not want to change the Program too drastically or spend too much time on changes. We are proposing a second tier to the existing Program. If a project is not eligible for the Large or Small Business CDBG ED Programs, we would consider it under the existing Loan Program criteria. If, however, we have a project such, as Chastity's, which would be eligible for "new CDBG funds", we could have a second tier that would provide more funds per job created and more flexible repayment terms. We are not espousing grants, but perhaps a waiver of repayments for the first year to allow creation of cash flow or a year or two of interest only payments; depending on what the project needs.

Once you've had an opportunity to digest the information contained herein, we may want to discuss these issues further. The first question is, does the City want to modify its Loan Program and if so, how. Also, if you feel modification of the program is warranted, do you want to involve the Loan Committee, or the Loan Committee with final approval by the Council? It may make sense to at least get Loan Committee input, since they will be reviewing loans under the new criteria. Whether you want Council approval or Council adoption is up to you.

The last issue we should discuss with both the City and the Loan Committee is the potential for the "de-federalization of program income". There is a process to move PI out of grantees' control resulting in the PI eventually losing its identify as federal funds, and thus the strings tied to the use of federal funds. When Mary Leonard was Mayor, we started the process to de-federalize the City's PI. We asked Corporation Counsel, Mark Suben, to create a Local Development Corporation (LDC) that would be a conduit for the PI as the first step toward de-federalization. Although he did some research, the LDC was never created.

We then spoke with a former HUD employee that consults on issues such as de-federalization. He advised that NYS OCR was looking into requiring all grantees to de-federalize their program income so the State didn't have to deal with HUD's reporting issues. We have been waiting for a couple years, but nothing has happened. Last year, the OCR manager that was supposed to facilitate de-federalization left OCR without taking any action. We have emailed OCR to see if there is any discussion on this process, but have not received a response. It is not an easy process and one in which we do not have adequate expertise. If the City thought it was a good idea, it would have to spend some money (and probably City money as it would not be an eligible PI expense) in order to hire a consultant to assist in the completion of the process. Certainly, we would want to explain our understanding of the process to you and the Loan Committee. If you felt it was something that made sense for the City, we would want to make some calls before any funds were committed.

Please give me a call when you have an opportunity to talk about your wishes with respect to the City's economic development funds and the process you want to use to implement any changes, if they are desired.



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OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

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

MEMORANDUM

TO: Mayor Tobin and Members of the Common Council
FROM: Thoma Development Consultants
RE: Change to Emergency Repair Program
DATE: March 27, 2013

As you know from previous presentations, our office developed an Emergency Repair Program to assist lower income individuals with emergency repairs if they were not in targeted CDBG areas or did not otherwise qualify for CDBG assistance. The amount the City can provide is currently limited to \$4,000 and is provided from "Program Income". The repair issue must be such that it is a true emergency after review by our Rehabilitation Specialist. Items we have assisted with are those that render the house unlivable or are code violations such as dangerous electrical problems, leaking roofs, and sewer laterals.

Over the past 12 months the Council has approved two suggested changes to the Program; (1) an increase in the amount of assets an applicant can have and still qualify from \$10,000 to \$20,000, and (2) the ability to receive assistance a maximum of two times on the same home as long as the assistance is at least five years apart. Linda Armstrong will be attending your April 2nd meeting to request your consideration of and approval for another modification to the Program that will increase the amount of assistance that can be provided from the current limit of \$4,000.

Over the years, the CDBG Program has become encumbered by more and more regulations and requirements including, but certainly not limited to lead paint testing and energy audits. Recently, State code changed to require that asbestos testing be undertaken on certain housing components before repairs are undertaken, such as roofs and windows. The cost of the various testings that must now be undertaken before we can move forward with rehabilitation projects can exceed \$1,000 in some cases. Accordingly, we are requesting changes to the Emergency Repair Program as follows:

- (1) The cost of any required testing as a result of federal, state or local code or regulation will not be counted toward the maximum assistance allowed;
- (2) The maximum assistance allowed will increase to \$5,000 except in cases where testing results in higher rehabilitation costs than would otherwise result. In those

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cases, the City's Community Development representative may, on a case-by-case basis, approve the expenditure of more than the maximum \$5,000 in an amount that can be directly attributed to the testing results.

(3) In the event the rehabilitation project cost exceeds the maximum \$5,000 as the direct result of testing as discussed in #2 above, the applicant will first be required to expend applicant's funds, if available, such that the City's exposure is limited to as close to \$5,000 as possible. The cost of the testing will not be taken into account when determining the amount to be expended on the project as discussed in #1 above. The amount the applicant will be required to contribute will depend on the applicant's assets and ability to pay and will be determined at the sole discretion of the City of its Community Development representative.

Please contact Linda at 753-1433 if you have any questions or want to discuss this issue before your meeting.

DOWNTOWN MUSIC SERIES

Hon. Mayor Brian Tobin
Members of Common Council
Mack Cook, Dir Admin & Finance

Greetings All,

It is once again time for the Downtown Music Series for the summer of 2013. If we could please get our request on your next regular agenda that would be greatly appreciated.

We are asking that the Council authorize the use of the parking lot between the Marketplace Mall and the VFW on the following dates, 7/12, 7/19, 7/26, 8/2 and possibly 8/9 (for local showcase). We would ask that the parking lot be closed from 12 noon each of those dates until 10:30PM, to enable the setting up of sound, stage and refreshments. Our liquor license will be from 5:30PM to 9:30PM.

As was done last year we are asking to be able to leave the orange snow fence up in the very back of the lot until the end of the series on 8/2 or 8/9. We always roll it up so that there is access to the lot from the VFW lot. This enables us to save some time in setting up each show.

I have also given a copy of this request to Deputy Chief Paul Sandy for his approval.

Thank you for your continued support of this great series!

Cheryl Michales, Secretary

cc: Deputy Chief Paul Sandy



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THOMA DEVELOPMENT CONSULTANTS

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

MEMO

TO: Mayor Brian Tobin and Common Council Members
FROM: Ann Hotchkin, Fair Housing Officer 
DATE: March 25, 2013
SUBJECT: April is Fair Housing Month

Attached please find a copy of the proclamation that you will be asked to make at the April 2, 2013 Council meeting. This proclamation designates "April is Fair Housing Month" in the City and affirmatively furthers the City's stance against housing discrimination in the sale, financing, or rental of dwelling units on the basis of race, color, religion, sex, national origin, familial status, or handicap. As a federal grantee, the City certifies that it will engage in activities to further Fair Housing.

Copies of the City's brochure, *Fair Housing is for Everyone* are attached for your reference.

Thank you for your attention to this matter. Please call me if you have any further questions.

"The Crown City"

Main Identity

From: "Bruce Adams" <badams@cutland.org>
To: "Brian Tobin" <btobin@cutland.org>
Cc: "cityclerk3" <cityclerk3@cutland.org>; "Mack Cook" <mcook@cutland.org>
Sent: Friday, March 22, 2013 2:00 AM
Attach: Antea Group - Risk Management Program Audit Proposal - March 1, 2013.pdf
Subject: Agenda item for RMP audit

Mayor,

Per our email discussion.

Discussion of hiring of Antea Group to audit the wastewater department's Risk Management Program compliance. This is the second step in satisfying the EPA's citation of the department's RMP implementation as not fully compliant. The first step was hiring Soaring Eagle Safety Consultants to assist the department in addressing its non-compliance issues

I am attaching their proposal for the work for inclusion in the Council info packet. As previously noted, they are charging \$5,900 for the audit and report.

I trust we will also be able to include the CNYRPDB contract approval item which was moved back from the 3/20 meeting?

Thank you,
Bruce

Main Identity

From: "Mack Cook" <mcook@cutland.org>
To: "Brian Tobin" <btobin@cutland.org>; "ward1" <ward1@cutland.org>; "ward2" <ward2@cutland.org>; "ward3" <ward3@cutland.org>; "ward4" <ward4@cutland.org>; "ward5" <ward5@cutland.org>; "ward6" <ward6@cutland.org>; "ward7" <ward7@cutland.org>; "ward8" <ward8@cutland.org>; "lawdept" <lawdept@cutland.org>
Cc: "Ed Fostveit" <olded67@gmail.com>; "cityclerk3" <cityclerk3@cutland.org>
Sent: Thursday, March 21, 2013 5:09 PM
Attach: Scanned from a Xerox multifunction device.eml
Subject: Cable Franchise Fee Audit

Mayor and Members of Common Council

On the agenda for the April 2nd meeting of Common Council the following resolution will be tendered for your consideration:

Resolution to retain the firm of Troy & Banks of Buffalo, NY to audit for the purpose of verifying the accuracy of payments paid or due the City from Time Warner Cable pursuant to the Franchise Agreement between the City and Time Warner Cable. Troy & Banks will receive as its compensation for services rendered a contingency fee of forth percent (40%) of the underpayments identified. If there is no recoverable underpayment there will be no fee payable.

Troy & Banks(<http://www.troybanks.com/>) was founded in 1991 in Buffalo, New York and currently serves over 7,000 clients. As part of the services to be rendered in this audit are:

1. Review the City's franchise agreements and related ordinances
2. On-site visits, if necessary, to franchise to examine relevant data and supporting documentation
3. Identify all revenue sources by classification, verify calculations and search for unreported revenues
4. Examine Time Warner Cable's database to determine if all active addresses within the City's legal boundaries were included in franchise fee remittances
5. Recalculate the franchise fee due the City using the approved rates
6. Issue a report summarizing and explaining our findings
7. Negotiate a financial settlement with the Time Warner Cable if an underpayment exists

Please find attached the following documents pertinent to this resolution:

- How to Begin a Cable Franchise Fee
- Audit Agreement
- Letter of Authorization

Main Identity

From: "Mack Cook" <mcook@cortland.org>
To: "cityclerk3" <cityclerk3@cortland.org>
Sent: Thursday, March 21, 2013 5:33 PM
Attach: Scanned from a Xerox multifunction device001.pdf
Subject: FW: Audit of City's Gross Receipts Tax from National Grid

From: Mack Cook
Sent: Thursday, March 21, 2013 5:33 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); Kelly Colasurdo (lawdept@cortland.org)
Cc: Ed Fostveit (olded67@gmail.com)
Subject: Audit of City's Gross Receipts Tax from National Grid

Mayor and Members of Common Council

On the agenda for the April 2nd meeting of Common Council the following resolution will be tendered for your consideration:

Resolution to retain the firm of Troy & Banks of Buffalo, NY to conduct or survey of the City's Gross Receipt Tax on the natural gas and electricity service accounts for the purpose of securing refunds or credit resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. In addition, Troy & Banks will audit the City's Gross Receipts Tax received from National Grid. Troy & Banks will receive as its compensation for services rendered a contingency fee of forth percent (40%) of the underpayments identified. If there is no refunds or credits there will be no fee payable.

Troy & Banks(<http://www.troybanks.com/>) was founded in 1991 in Buffalo, New York and currently serves over 7,000 clients. As part of the services to be rendered in this audit are:

1. Meter-read errors
2. Rates not in accordance with your contracts
3. Meter malfunctions
4. Wrong meter types installed by the utility
5. Clerical errors in bill computations
6. Incorrect factors applied by the utility

Please find attached the following documents pertinent to this resolution:

- How to begin a Troy & Banks Audit
- Audit Agreement
- Letter of Authorization

TO BEGIN A TROY & BANKS AUDIT:

This instruction sheet has been prepared for your use in gathering the information for your utility and telecommunication audit.

1. Copy one (1) bill from each of your utility accounts including electric, gas, fuel, and from all telecommunication accounts including, cellular, local, long distance, data, and frame relay.
2. Execute the enclosed Client Agreement and Letter of Authorization form.
3. Send all information to:



TROY & BANKS

Utility and Telecommunication Consultants

2216 Kensington Ave., Kensington at Saratoga
Buffalo, NY 14226
Tel. 716-839-4402 or Fax 716-839-4452

If you have any questions please call us at

1-800-499-8599



Agreement

This Agreement is entered into as of _____ between Troy & Banks, Inc. ("TB") and _____ with an address at _____ (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct an audit or survey of Client's Gross Receipt Tax (GRT) on the natural gas and electricity ("Utility") service accounts for the purpose of securing refunds or credits resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.
2. TB agrees to audit the Client's Gross Receipt Tax (GRT) received from National Grid. The fee for this audit will be 40% of all refunds obtained.
3. TB has made and makes no guarantee or assurance of any credit or refund amount results.
4. **If Client does not receive refunds or credits, there will be no fee for TB services.**
5. This Agreement sets forth the entire understanding and agreement between the parties.

City of Cortland

Troy & Banks, Inc.

By: _____

By: _____
Thomas T. Ranallo, President

Name: _____

Title: _____

Telephone: _____

Telefax: _____

Corporate Offices:
BUFFALO - NEW YORK
2218 Kensington Avenue
Kensington Avenue
at Saratoga
Buffalo, NY 14226
(800) 499-8599
(716) 839-4402
Telefax (716) 839-4452

Branch Offices:
ARIZONA
10641 East Arbor Ave.
Mesa, AZ 85208

CALIFORNIA
398 E. Carob Ave.
Fresno, CA 93654

FLORIDA
11048 Main Sail Dr.
Ft. Lauderdale, FL
33026

2330 Warbler Circle
Lakeland, FL 33810

7670 Taft Street
Pembroke Pines, FL
33024

GEORGIA
P.O. Box 923474
Norcross, GA 30010

NEW YORK
2121 Hillside Ave. #93
Long Island, NY 11040
(516) 746-0992

4764 Summerhurst Dr.
Liverpool, NY 13088

OREGON
21370 Serango Dr.
West Linn, OR 97068

CANADA
129 Elma Street
St. Catharines, ON
L2N 6A1
(416) 203-9345

e-mail:
save@troybanks.com

Internet address:
www.troybanks.com

**PLEASE RETYPE THIS AUTHORIZATION FORM
ONTO YOUR COMPANY LETTERHEAD**

Date:

Our utility and telephone companies are:

Dear Representative:

We have this date engaged Troy & Banks, Inc. as utility and telephone consultants to serve as our agent for the purpose of auditing and evaluating our account(s).

Please respond to Troy & Banks, Inc. in all matters pertaining to our accounts with you. This includes providing all billing information, billing records, and order activity with reference to our service and equipment. This authorization shall continue until same is canceled in writing from our office.

Troy & Banks is hereby authorized to pursue credits due us for past billing discrepancies and act as our agent should a refund check be desired in lieu of a credit.

Their representative will present this request when contacting your offices.

Very truly yours,

Print Name:

Title:

Main Identity

From: "Mack Cook" <mcook@cortland.org>
To: "Brian Tobin" <btobin@cortland.org>; "ward1" <ward1@cortland.org>; "ward2" <ward2@cortland.org>; "ward3" <ward3@cortland.org>; "ward4" <ward4@cortland.org>; "ward5" <ward5@cortland.org>; "ward6" <ward6@cortland.org>; "ward7" <ward7@cortland.org>; "ward8" <ward8@cortland.org>; "Lori Crompton" <lcrompton@cortland.org>
Cc: "cityclerk3" <cityclerk3@cortland.org>
Sent: Friday, March 22, 2013 10:18 AM
Attach: Scanned from a Xerox multifunction device001.pdf
Subject: December 31, 2012 Encumbrance Requests

Mayor and Members of Common Council

On Council's agenda for April 2nd will be the following resolution pertaining to year-end (12/31/12) departmental encumbrance requests:

Resolution to encumbrance \$95,219 in the General Fund as of December 31, 2012 in the departments and accounts as follows:

RECOMMENDED ENCUMBRANCES FOR THE YEAR ENDED DECEMBER 31, 2012

DEPARTMENT	PURPOSE	ACCOUNT	REQUESTED AMOUNT	RECOMMENDED AMOUNT	DIFFERENCE
Finance	In-Rem Fees	A1325-41502	\$ 6,997	\$ 6,997	\$
Police	Retro Contract Settlement	A3120-10300	\$ 12,000	\$ 12,000	\$
Police	Vehicles	A3120-206	\$ 29,456	\$ 29,456	\$
Police	Fuel	A3120-402	\$ 4,754	\$ 4,754	\$
Police	Uniforms	A3120-408	\$ 5,624	\$ 5,366	\$
Police	Academy	A3120-4161	\$ 2,591	\$ 2,591	\$
Police	Academy	A3120-41603	\$ 1,916	\$ 1,916	\$
Fire	Software Implementation	A3410-415	\$ 14,060	\$ 14,060	\$
Fire	Shift Manning	A3410-1041	\$ 4,760	\$ 4,760	\$
Fire	Emergency Call In	A3410-10402	\$ 2,245	\$ 2,245	\$
Fire	Out of Title Pay	A3410-109	\$ 344	\$ 344	\$
Youth Bureau	Restricted donations	A7310-405	\$ 555	\$ 555	\$
Youth Bureau	Maintenance	A7100-206	\$ 10,176	\$ 10,176	\$
Codes	Grass & Snow Removal	A3621-414	\$ 1,500	\$ -	\$
Total			\$ 96,977	\$ 95,219	

The financial effect of the resolution will be to lower the increase in the December 31, 2012 General Fund by the total amount of the requested encumbrances. Should the above resolution be adopted the aggregate increase in the City's three operating funds for the year ended 12/31/2012 would be \$597,775.

UNAUDITED FUND BALANCES AT DECEMBER 31, 2012

	GENERAL	WATER	WASTE WATER	TOTAL
Balance at 12/31/11	\$ 3,174,577	\$ 772,068	\$ 1,939,263	\$ 5,885,908
Unaudited Increase in Fund Balance before Encumbrance Request	\$ 237,348	\$ 65,448	\$ 390,198	\$ 692,994
Encumbrance Requests	\$ (95,219)			\$ (95,219)
Unaudited Balance at 12/31/12	<u>\$ 3,316,706</u>	<u>\$ 837,516</u>	<u>\$ 2,329,461</u>	<u>\$ 6,483,683</u>

Memo

To: Mayor Tobin, Mack Cook, Common Council

From: Lori Crompton

CC:

Date: 3/12/2013

Re: Encumbrance Requests

Admin. & Finance

I am requesting to encumber \$6,997.05 in *In Rem* fees (A1325-41502) collected in 2012. This is the fourth year of the program, and the City has seen a significant improvement in tax collections as a result. These fees are due to Phillips Lytle in 2013 upon the filing of the judgment and transferring of the parcels to the City for Auction.

Police

In addition to the requests in the memo from Deputy Chief Sandy, Chief Catalano is requesting to encumber \$12,000.00 from A3120-10300 for the possibility of 2 years retro salary for the School Crossing Guards should their contract be settled in 2013.



CORTLAND POLICE DEPARTMENT

2012 Budget Encumbrance Requests



December 28, 2012

TO: Mack Cook, Director of administration & Finance
FROM: Deputy Chief Paul A. Sandy
RE: Encumbrance of Funds from 2012 Police Budget

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

We are requesting to encumber \$29,455.58 from this account, which represents the auction proceeds from 2012. These proceeds include the auction of three older police vehicles, which were replaced by 2012 models, and several abandoned vehicles from the Police Impound Lot. These funds will be directly applied toward the purchase and equipping of three new 2013 police vehicles approved in the 2013 Annual Police Budget.

These funds were specifically transferred to the police department by the Common Council for this purpose in 2012, and will assist with covering the \$3,000.00 cut from the 2013 request for this account and the addition of Digital Mobil Video Cameras in these vehicles (\$5,000.00 each).

\$29,455.58

FUEL:(A3120.⁴⁰²~~401~~.00 – Vehicle Operation (gas))

We are requesting to encumber \$4,753.56 from this account, which represents the unspent balance of the account in the 2012 Annual Police Budget. These funds would be directly applied towards gasoline consumption for 2013. It should be noted this agency will need to send at least two sworn officers to Basic Police Academy during early 2013 to fill current vacancies, which will require daily travel to and from the academy for a period of six months. This is not an annual expense for this agency and in light of the volatile pricing of gasoline; it would be prudent to include the requested amount in the 2013 Annual Police Budget.

\$4,753.56.

UNIFORMS:(A3120.408.01 – Uniform-Police)

We are requesting to encumber \$5,623.56 from this account, which represents the unspent balance of the account in the 2012 Annual Police Budget. These funds would be directly applied towards fulfilling contractual obligations for 2013, which include additional uniform allowance for two newly hired sworn officers during early 2013 (\$500.00 additional each) and the newly agreed contractual provision for this agency to provide up to 10 new ballistic vests annually (\$700.00 each) to replace outdated ballistic vests currently in use.

\$5,623.56

TRAINING:(A3120.416.01 – Schools/Seminars)

We are requesting to encumber \$2,591.47 from this account, which represents the unspent balance of the account in the 2012 Annual Police Budget. These funds would be directly applied towards the training and certification of sworn members of this agency in 2013. It should be noted this account was cut \$2,000.00 from the \$15,000.00 received in 2012 and this agency will need to send at least two sworn officers to Basic Police Academy during early 2013 to fill current vacancies.

\$2,591.47

AMMUNITION:(A3120.416.03 – FIREARMS TRAINING)

We are requesting to encumber \$1,916.00 from this account, which represents the unspent balance of the account in the 2012 Annual Police Budget. These funds would be directly applied towards the training and certification of newly hired sworn officers during early 2013, both at the firearms training for the Basic Police Academy and the annual training conducted by this agency.

\$1,916.00

TOTAL ENCUMBERANCE REQUESTED:

\$44,340.17

CORTLAND FIRE DEPARTMENT

ENCUMBRANCE REQUEST

2012 TO 2013

(1)

DATE: 12/31/12

ACCOUNT #: A3410-415 Professional / Contractual

IN THE AMOUNT OF: \$14,060

REASON FOR ENCUMBRANCE:

Encumbering professional services for fire department management software. The services are partially complete at this time, remainder of payment is being withheld until completion.

APPROVED BY:



Charles S. Glover, Fire Chief

CORTLAND FIRE DEPARTMENT

ENCUMBRANCE REQUEST

2012 TO 2013

DATE: 12/31/12

(1)

ACCOUNT #: A3410-104-01 Shift Manning

IN THE AMOUNT OF: \$4,759.70

REASON FOR ENCUMBRANCE:

Encumbering shift manning for the remainder of the 2012 year.
(Due to the payroll schedule)

(2)

ACCOUNT #: A3410-104-02 Fire/Emergency Call In

IN THE AMOUNT OF: \$2,244.70

REASON FOR ENCUMBRANCE:

Encumbering fire/emergency call in for the remainder of the 2012 year.
(Due to the payroll schedule)

(3)

ACCOUNT #: A3410-109 Out of Title

IN THE AMOUNT OF: \$344.00

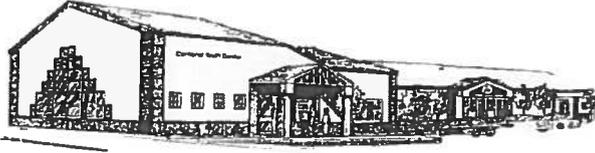
REASON FOR ENCUMBRANCE:

Encumbering out of title pay for the remainder of the 2012 year. (Due to the payroll schedule)

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: Lori Crompton, Finance Dept.
Mack Cook, Administration and Finance

FROM: John McNerney, Youth Bureau

DATE: December 20th, 2012

RE: Year End Encumbrances

The Youth Bureau would like to request the transfer of the following funds from the 2012 budget accounts to the 2013 budget accounts.

<u>Account</u>	<u>Amount</u>	<u>Intention</u>
A7310.405	\$55.00	Various donations to the Youth Center (See the attached for source/intention)
400? A7330.405	\$500.00	Donation to kitchen program (See the attached for source/intention)
A7110.206	\$10,176.36	Light pole sanding, priming & painting Low bid did could not complete

Feel free to call me with any questions or concern with my request.



We are requesting encumbrances of \$500.00 from line 7330.400 and \$55.00 (one for \$25.00 and one for \$30.00) from line 7310.405 to our 2013 budget. Below are the itemized amounts, the source of the donation and our intention with the funds during the 2013 year.

Amount and month of donation	Source of donation	Intentions
\$500 (May 2012)	Todd and Michelle Funk	Donor requests that funds go to our Youth Center Programs. We chose our Kitchen Program/weekly groceries. Would like it to be encumbered into line 7330.400 for use with our 2013 kitchen program.
\$25 (2012)	Lehman family	This donation was made as a thank you towards our prom dress giveaway program. Would like it to go into line 7310.405 for use with the 2013 prom dress program.
\$30 (April 2012)	Elaine Norris	This donation was made as a thank you towards our prom dress giveaway program. Would like it to go into line 7310.405 for use with the 2013 prom dress program.

**City of Cortland
Fire Department
Code Enforcement**

**William F. Knickerbocker
Deputy Fire Chief
Director of Code Enforcement**

25 Court Street
Cortland, New York 13045

Phone: 607.753.1741
Fax: 607.753.6051
Email: knick@cortland.org

To: Lori Crompton Deputy Director Admin & Finance
From: Wm Knickerbocker 
Date: December 31st, 2012
RE: ENCUMERANCE

We are requesting consideration of an encumbrance of \$1,500 for the A3621-414 Grass & snow removal budget line to cover 21 work orders issued relative to the recent snow storms on December 27, 2012 and work performed by the Contractor, Wallace Landscaping. We have not yet received invoices for clearing snow from sidewalks as given the timing the contractor has been busy performing the assigned work but can provide a total as soon as this happens.

Thank you

Main Identity

From: "Courtney Metcalf" <cmetcalf@cortland.org>
To: "cityclerk3" <cityclerk3@cortland.org>; "Joyce Nadge" <joycen@cortland.org>
Sent: Wednesday, March 27, 2013 3:32 PM
Attach: Appropriation Request0001.pdf
Subject: Agenda Item

Good morning,

The Chief would like this added to the Common Council agenda if possible.

Request to have monies from the LGRIMF grant be appropriated to the Code Division budget lines as noted in the attached documents.

If you have any questions please give us a call.

Courtney L. Metcalf
Cortland Fire Department
21 Court St. Cortland, NY 13045
607-756-5612

CORTLAND CODES DIVISION

BUDGET MEMORANDUM

DATE: 3/27/13

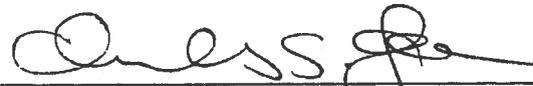
The Codes Division is in receipt of a check in the amount of \$800 of the \$2,000 LGRMIF award. I am requesting the monies be appropriated as follows:

TRANSFERRED TO

ACCOUNT #: A3621-415 (Professional Services)

AMOUNT: \$800.00

APPROVED BY:



Charles S. Glover, Fire Chief