

COMMON COUNCIL MEETING

July 16, 2013

7:00 P.M. Call Meeting to Order
 Salute to the Flag of the United States
 Public Comments
 Minutes of July 2, 2013
 Bills
 Update on City Bond Sale
 PINK SHEET Sign off

AGENDA:

Item #1 – Consideration of Resolution to approve the appointments of Martha Diehl and Tari Robbins to the Cortland Housing Authority (Mayor Tobin)

Item #2 – Consideration of a Resolution to approve the closure of Main Street between Court Street and Tompkins Street from 12:00 pm to 7:00 PM on Thursday July 25th for the arrival of the New York Jets (Bob Haight)

Item #3 – Consideration of a Resolution to appropriate proceeds from the auction of one retired police vehicle from the City of Cortland Police to the Police Department’s Operating Equipment budget (A3120.206.00 account) in the sum of \$2,645.00 (Chief Catalano)

Item #4 – Consideration of a Resolution to appropriate proceeds from the sale of eleven vehicles from the City of Cortland Police Impound Lot, which had been classified as abandoned in accordance to Section 1224 (3)(a) of the New York State Vehicle and Traffic Law to the Police Department’s Operational Equipment budget (A3120.206.00 account) in the sum of \$2,763.20 (Chief Catalano)

Item #5 – Consideration of a Resolution to approve the request to have monies from the Assistance to Firefighters’ grant be appropriated to the Fire Department budget as followed (Chief Glover):

Tools & Equipment (A3410-540501)	\$ 511.00
Special Ops Equipment (A3410-542002)	\$ 19,290.00
Total	\$ 19,801.00

Item # 6 – Consideration of a Resolution to approve the request to have monies from the Smoke Detector Program grant be appropriated to the Fire Department budget as followed (Chief Glover):

Personal Services (A3410-510000)	\$ 9,228.00
Total	\$ 9,228.00

Item #7 – Consideration of a resolution permitting the Mayor to execute a lease between the Susquehanna & Western railroad to lease space located at 94-96 Central avenue (Richard Van Donsel)

Item #8 – Consideration of a resolution to permit the Mayor to enter into a lease agreement with the Cultural Arts Council to lease space located at 94-96 Central avenue (Richard Van Donsel)

Item #9 – Consideration of a resolution to permit the Mayor to enter into an agreement with Systems East to have express pay capabilities for donation to the Wickwire Pool fund (Richard Van Donsel)

Item #10 – Consideration of a local law to amend the city charter regarding the Site plan approval process (Richard Van Donsel)

Item #11 – Consideration of a resolution to extinguish the City’s right of way at 31 Rickard Street (Richard Van Donsel)

Item #12 – Consideration of a resolution to authorize the Mayor to sign the Memorandum of Agreement between the City of Cortland, New York and Cortland Professional Fire Fighters Association, IAFF Local 2737, allowing “bunkers” or volunteer firefighters to provide services in the fire stations and to man fire department apparatus (Derek Reynolds)

Item #13 – Discussion regarding the recommendation: promotions to be approved via pink sheets (Mayor Tobin)

Executive Session – Discussing regarding employee’s compensation calculations (action anticipated)



City Council Minutes
The City of Cortland
JULY 2, 2013

Council Meeting #12
July 2, 2013
Regular Session
City Hall
7:05 PM

Present: Mayor Brian Tobin, Alderman Julie Bird, Kathryn J. Silliman, Ken Dye, John G. Bennett Jr, Daniel Quail, Carlos Ferrer, Linda A Ferguson, Thomas Michales

Staff Present: Director of Administration and Finance Mack Cook, Corporation Counsel Richard Van Donsel, City Clerk Judith Chamberlin, Fire Chief Charles Glover and Police Chief Frank Catalano

Mayor Brian Tobin called the twelfth Common Council meeting of the year to order at 7:05 P.M.

PLEDGE OF ALLEGIANCE

Public Comments

Tom Gobel

- Concerns regarding pending and currently empty local businesses in City of Cortland

Minutes of the June 18, 2013 meeting:

RESOLUTION #139 of 2013 – Resolution to approve the minutes of the June 18, 2013 as submitted.

Motion By: Alderman Ferrer

Seconded By: Alderman Quail

Approved: Ayes – 8
Nays – 0

Ward Reports

Alderman Bennett

- Noise problems on Squire Street regarding deliveries at an auto-body shop
- Construction continues on Student Life Center at SUNY Cortland, have worked a few Saturdays

Alderman Michales

- Flooding on Kellogg Road

Alderman Silliman

- Concerns about cameras on Main Street
- More motorcycle concerns
- Fireworks on hill in June
- Heavy construction trucks on W. Court Street beating up pavement

Alderman Dye

- Delivered welcome remarks for three (3) orientation sessions for new students at SUNY Cortland: two (2) for incoming freshmen, one (1) for transfer students
- Out of about 13,000 applicants, there will be about 1,300 new freshman attending Cortland this Fall, 700 transfers

Alderman Bird

- Ride along with Fire Department, June 22nd
- Thanked Police Chief Catalano for addressing speeding issues within ward

Alderman Ferguson

- Flooding at Marietta
- Complaints at the intersection of Clinton Avenue and Cleveland Avenue with the yellow line wearing away, DPW will fix
- Neighborhood Watch meeting July 22, 2013 at 7:00 PM
- Dexter pool has water in kiddie pool

Alderman Quail

- Code complaints, garbage piling up at a residence
- Hedge blocking corner of Owego Street and Tompkins Street
- Flooding at Fox Hollow Road
- Public safety issues regarding parked cars on Lansing Avenue blocking view
- Beaudry Park pool to be removed

Mayor's Report

- Youth Council operating Yamen Park concession stand and hosting Family Fun Day in the Parks on July 13th and 14th
- Attended orientations on SUNY Cortland campus

PRESENTATION by David Briggs, City Tax Assessor on effect of maintenance and rehabilitation on assessed property values.

David Briggs discussed the difference between normal maintenance and rehabilitation on property and how each difference contributes to the assessed value.

RESOLUTION #140 of 2013 – Resolution for a Sound Device Permit for Olivia Wilkerson at 184 Main Street on July 6, 2013 from 4:00 p.m. until 9:00 p.m. for a family gathering

Motion By: Alderman Ferrer
Seconded By: Alderman Michales

Approved: Ayes – 7
Nays – 1 Alderman Bird

Olivia Wilkerson answered council's questions.

RESOLUTION #141 of 2013 – Resolution to create the Civil Service job title of Code Enforcement Officer for the transitioned employee from Public Safety to Code Enforcement

Motion By: Alderman Bird
Seconded By: Alderman Ferrer

Approved: Ayes – 8
Nays – 0

RESOLUTION #142 of 2013 – Resolution to abolish the Civil Service job title of Public Safety Electrician for the transitioned employee from Public Safety to Code Enforcement

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 8
Nays – 0

RESOLUTION #143 of 2013 – Resolution to approve funding in an amount not to exceed \$2,500.00 for wayfairer signs directing traffic to historic Downtown Cortland

Motion By: Alderman Bennett
Seconded By: Alderman Quail

Approved: Ayes – 8
Nays – 0

Alderman Bennett spoke about the importance of the signs and their use, where they would be placed and addressed some concerns from the council about where other signs should be placed.

RESOLUTION #144 of 2013 – Resolution to approve the City Clerk as the designated individual to whom the Secretary of State must mail notices of claim

Motion By: Alderman Ferrer
Seconded By: Alderman Bird

Approved: Ayes – 8
 Nays – 0

RESOLUTION #145 of 2013 – Resolution to accept and recognize the following donations for the Wickwire Pool Trust Fund from local business and individuals:

<u>Donation</u>	<u>Amount</u>
Maurice & Linda Meylan	\$ 100.00
Donald & Diane Chu	\$ 100.00
Total Donations	\$ 200.00

Motion By: Alderman Bird
Seconded By: Alderman Ferrer

Approved: Ayes – 8
 Nays – 0

RESOLUTION #146 of 2013 – Resolution to abandon certain real property by the City of Cortland located at 124 Pendleton Street and 4 Fox Hollow Road

Motion By: Alderman Bennett
Seconded By: Alderman Michales

Approved: Ayes – 8
 Nays – 0

Corporation Counsel Richard Van Donsel discussed the properties and the need for abandonment.

RESOLUTION #147 of 2013 – Resolution to authorize the Mayor to enter into an agreement with Central New York Regional Planning and Development Board to evenly share the cost of a summer intern to continue work on the City’s Climate Action Plan. Cost to the City not to exceed \$1000

Motion By: Alderman Bird
Seconded By: Alderman Quail

Approved: Ayes – 8
 Nays – 0

Bruce Adams gave brief presentation on the resolution.

RESOLUTION #148 of 2013 – Resolution that any changes to video cameras by the City of Cortland be brought to the Common Council for approval. This includes the number of cameras, location, what is being observed, audio capabilities or an improvement in the technology (i.e. the ability to pan or zoom in farther away)

Motion By: Alderman Silliman
Seconded By: Alderman Ferrer

Approved: Ayes – 8
Nays – 0

Council requested the Chief look into cameras in stop lights for traffic violations.

RESOLUTION #149 of 2013 – Resolution to approve and allow mayor to sign the Memorandum of Understanding between the City and CSEA regarding duties that were formerly in the Public Safety Department

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

Approved: Ayes – 8
Nays – 0

RESOLUTION #150 of 2013 – Resolution for a Sound Device Permit and closure of Main St. from Court St. to Tompkins St. on August 17, 2013 from 12:00 noon until 12:00 midnight for the Cortland Summer Stage with any unresolved issues by Fire Chief will be brought back for discussion at the July 16, 2013 Common Council meeting for reconsideration

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

Approved: Ayes – 6
Nays – 2 Alderman Ferguson, Bird

Chief Glover has concerns regarding the placement of the stages and the fire departments ability to navigate past the stages in the event of an emergency.

RESOLUTION #151 of 2013 – Resolution for the Downtown Partnership to sell alcohol in a confined area on August 17, 2013 from 3:00 PM until 9:00 PM

Motion By: Alderman Quail
Seconded By: Alderman Bennett

Approved: Ayes – 5
Nays – 3 Alderman Ferrer, Ferguson, Bird

RESOLUTION #152 of 2013 – Resolution to approve the Cortland Downtown Partnership's request to have the marketplace mall parking lot remain closed and barricaded after the Main Street Music Series concert on Friday, July 12, 2013 from 10:30 p.m. until Saturday, July 13, 2013 at 6:30 p.m. for the set up and operation of the Taste of Downtown Festival events to be held there

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

Approved: Ayes – 8
Nays – 0

RESOLUTION #153 of 2013 – Resolution to approve an exotic pet permit (chickens/hens) to Dan Fuller of 10 Evergreen Street

Motion By: Alderman Bird
Seconded By: Alderman Michales

Approved: Ayes – 8
Nays – 0

Alderman Michales spoke to Mr. Fuller and presented to the council there will be 6 hens.

RESOLUTION #154 of 2013 – Resolution to authorize the Mayor to enter into a contract with the Cortland County SPCA for dog control services in the City of Cortland

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 8
Nays – 0

RESOLUTION #155 of 2013 – Resolution to authorize the extension of Dunsmore Avenue

Motion By: Alderman Ferrer
Seconded By: Alderman Bennett

Approved: Ayes – 8
Nays – 0

Executive Session

Motion to go into:

By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 8
Nays – 0

Motion to come out of:

By: Alderman Ferrer
Alderman Silliman

Approved: Ayes – 8
Nays – 0

RESOLUTION #156 of 2013 – Resolution to authorize the Mayor to sign a labor agreement with SEIU

Motion By: Alderman Bennett
Seconded By: Alderman Ferrer

Rejected: Ayes – 0
Nays – 8

Adjournment

Motion By: Alderman Ferrer
Seconded By: Alderman Silliman

Approved: Ayes – 8
Nays – 0

I, JUDITH CHAMBERLIN, CITY CLERK OF THE CITY OF CORTLAND, NEW YORK, DO HEREBY CERTIFY THAT SAID RESOLUTIONS WERE ADOPTED BY THE COMMON COUNCIL AT A REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF CORTLAND, HELD ON THE 21st DAY OF MAY, 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

NOTICE OF SALE
CITY OF CORTLAND, NEW YORK
CORTLAND COUNTY, NEW YORK
\$850,000 Bond Anticipation Notes, 2013 Series A

Telephone (315-752-0051, **Ext. 1**), telefax (315-752-0057) or written proposals will be received and considered by the undersigned Director of Administration and Finance of the City of Cortland, Cortland County, New York, (the "City") at the offices of Fiscal Advisors & Marketing, Inc., 120 Walton Street • Suite 600, Syracuse, New York 13202 until **10:30 A.M.**, Prevailing Time, on the **10th day of July, 2013**, for the purchase in Federal Funds, at not less than par and accrued interest of \$850,000 Bond Anticipation Notes, 2013 Series A (the "Notes") to be dated July 18, 2013 and maturing July 18, 2014, with interest payable at maturity. **The Notes are to be issued without the option of prior redemption.**

The Notes are being issued pursuant to the Constitution and statutes of the State of New York, including among others, the Local Finance Law and pursuant to a bond resolution approved by the City Common Council on April 16, 2013 authorizing \$1,400,000 to finance the cost of the City's 2013 road improvement program. The proceeds of the Notes will provide new monies for the aforementioned purpose.

The Notes are general obligations of the City, all the taxable real property within which is subject to the levy of ad valorem taxes to pay the Notes and interest thereon, subject to applicable statutory limitations.

Principal of and interest on the Notes are payable at maturity in lawful money of the United States of America (Federal Funds).

The Notes will be delivered in New York, New York or at such place as may be agreed with the purchaser on or about July 18, 2013. The purchase price of the Notes, in accordance with each purchaser's bid, shall be paid in Federal Funds or other funds available for immediate credit on said delivery date.

The City will designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

The purchaser shall have the option of having the Notes issued in bearer form or in the form of fully registered book-entry notes. If the Notes are issued in bearer form, they will be in denominations of \$5,000 or integral multiples thereof, as may be determined by the purchaser. The purchaser shall have the right to designate a bank or trust company located and authorized to do business in the State of New York as the place for the payment of the principal of and interest on the Notes. Paying agent fees, if any, are to be paid by the purchaser.

If the purchaser requests the Notes to be issued in registered form, the City will act as Paying Agent for the Notes. If the purchaser requests the Notes to be issued in bearer form, the purchaser will act as Paying Agent for the Notes. The City's contact information is as follows: Mr. Mack Cook, Director of Administration and Finance, City Hall, 25 Court Street, Cortland, New York 13045, Phone: (607) 758-8372, Telefax: (607) 753-3295; Email: mcook@cortland.org

Each bid must be for all of the Notes and state a single rate of interest therefor in a multiple of one-hundredth (1/100th) or one-eighth (1/8th) of one per centum (1%) per annum. Unless all bids are rejected, the award will be made to the bidder complying with the terms of this Notice of Sale and offering to purchase the Notes at the lowest net interest cost, that being the rate of interest which will produce the least interest cost over the life of the Notes, after accounting for the premium offered, if any. If two or more bids offering to purchase the Notes at the same lowest net interest rate are received, an award will be made by lot from among such lowest bids. The right is reserved by the City to reject all bids.

If the purchaser notifies Bond Counsel by 3:00 o'clock P.M., Prevailing Time on the date of sale, such Notes may be issued in the form of book-entry-only notes, in denominations corresponding to the aggregate principal amount for each Note bearing the same rate of interest and CUSIP number. In the event that the purchaser chooses book-entry-only notes registered in the name of Cede & Co., as a condition to delivery of the Notes, the successful bidder will be required to cause such note certificates to be (i) registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and (ii) deposited with DTC to be held in trust until maturity. DTC is an automated depository for securities and clearinghouse for securities transactions, and will be responsible for establishing and maintaining a book-entry system for recording the ownership interests of its participants, which include certain banks, trust companies and securities dealers, and the transfers of the interests among its participants. The DTC participants will be responsible for establishing and maintaining records with respect to the Notes. Individual purchases of beneficial ownership interests in the Notes may only be made through book entries (without certificates issued by the County) made on the books and records of DTC (or a successor depository) and its participants, in denominations of \$5,000 or integral multiples thereof. Principal of and interest on the Notes will be payable by the City by wire transfer or in clearinghouse funds to DTC or its nominee as registered owner of the Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The City will not be responsible or liable for payments by DTC to its participants or by DTC participants to beneficial owners or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

CUSIP identification numbers will be printed on the Notes if the purchaser provides Bond Counsel with such numbers by telefax or any other mode of written communication (verbal advice will not be accepted) by 3:00 o'clock P.M. on the day following the date of sale of the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes. All expenses in relation to the printing of CUSIP numbers on the Notes shall be paid for by the City, provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

As a condition to the purchaser's obligation to accept delivery of and pay for the Notes, such purchaser will be furnished, without cost, the following, dated as of the date of the delivery of and payment for the Notes: (i) a Closing Certificate, constituting a receipt for the Note proceeds and a signature certificate, which will include a statement that no litigation is pending, or to the knowledge of the signers, threatened affecting the Notes, (ii) an arbitrage certificate executed on behalf of the City which will include, among other things, covenants, relating to compliance with the Internal Revenue Code of 1986 (the "Code"), with the owners of the Notes that the City will, among other things, (A) take all actions on its part necessary to cause interest on the Notes not to be includable in the gross income of the owners thereof for Federal income tax purposes, including without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Notes and investment earnings thereon, making required payments to the Federal Government, if any, and maintaining books and records in a specified manner, where appropriate, and (B) refrain from taking any action which would cause interest on the Notes to be includable in the gross income of the owners thereof for Federal income tax purposes, including, without limitation, refraining from spending the proceeds of the Notes and investment earnings thereon on certain specified purposes; and (iii) the unqualified legal opinion as to the validity of the Notes of Bond, Schoeneck & King, PLLC, Syracuse, New York, Bond Counsel

Following the sale of the Notes, the successful bidder will be required to provide to the City certain information regarding the reoffering price to the public of the Notes. The successful bidder shall furnish to the City a certificate acceptable to Bond Counsel, dated as of the day of closing for the Notes stating the initial prices at which a bona fide public offering of all of the Notes was made and stating that 10% or more of the Notes were in fact sold to the public (excluding bond houses, brokers and other intermediaries) at or below such initial respective public offering prices or that such successful bidder has purchased the Notes for its own account and not with a view to distribution or resale. Such certificate shall state that it is made on the best knowledge, information and belief of the successful bidder after appropriate investigation.

There is no offering document which accompanies this Notice of Sale.

Dated: July 3, 2013

MACK COOK
Director of Administration and Finance

PROPOSAL FOR NOTES

Mr. Mack Cook, Director of Administration and Finance
City of Cortland
Cortland County, New York
c/o Fiscal Advisors & Marketing, Inc.
120 Walton Street • Suite 600
Syracuse, New York 13202
Telephone # 315-752-0051, Ext. 1
Telefax # 315-752-0057

SALE DATE: July 10, 2013
SALE TIME: 10:30 A.M., Prevailing Time

CITY OF CORTLAND, NEW YORK CORTLAND COUNTY, NEW YORK \$850,000 Bond Anticipation Notes, 2013 Series A

Date: July 18, 2013

Maturity: July 18, 2014

	Amount	Interest Rate	Premium	Net Interest Cost*
Bid 1	\$	%	\$	%

Please select one of the following (if no option is selected, the book-entry-only option will be assumed to have been selected by the purchaser):

- Book-Entry-Only registered to Cede & Co.
- Bearer

*The computation of the net interest cost is made as provided in the above-mentioned Notice of Sale, but does not constitute any part of the foregoing proposal for the purchase of the Notes therein described.

Signature: _____

Name of Bidder: _____

Address: _____

Telephone (Area Code): _____

Email Address: _____

Fax (Area Code): _____

7/10/2013

***FA* Fiscal Advisors Marketing, Inc.**
NOTE DETAILS SHEET

DATE : 7/10/2013

BOND COUNSEL : EDWIN J. KELLEY, ESQ
JOHN C. SHEHADI, CIPFA (NM)

ISSUER : CITY OF CORTLAND

AMOUNT : \$850,000

PURPOSE OF ISSUE: 2013 ROAD IMPROVEMENT PROGRAM

TYPE : BAN - SERIES A

NEW / RENEWAL : NEW

INTEREST RATE : 0.570%

PREMIUM : \$0.00

EFFECTIVE NIC RATE : 0.570%

REOFFERING YIELD : NRO

DATED : 7/18/2013

DUE : 7/18/2014

PREPAYMENT (Y/N) : NO

PURCHASER : JPMORGAN CHASE BANK, N.A.

PAYING AGENT : JPMORGAN CHASE BANK, N.A.

DTC (Y/N) NO

CONTACT NAME : KATY O'DONNELL/KARA PETERSON

PHONE # : 607-766-2028/585-797-0164

CUSIP #S (Y/N) : NO

O.S. (Y/N) : NO

QUALIFIED (Y/N) : YES

DENOMINATIONS : 1 X \$850,000

SPL. INSTRUCT'S : LOCAL CLOSING

NOTICE OF SALE
CITY OF CORTLAND, NEW YORK

CORTLAND COUNTY, NEW YORK

\$650,000 Bond Anticipation Notes, 2013 Series B

Telephone (315-752-0051, Ext. 1), telefax (315-752-0057) or written proposals will be received and considered by the undersigned Director of Administration and Finance of the City of Cortland, Cortland County, New York, (the "City") at the offices of Fiscal Advisors & Marketing, Inc., 120 Walton Street • Suite 600, Syracuse, New York 13202 until **10:30 A.M.**, Prevailing Time, on the **10th day of July, 2013**, for the purchase in Federal Funds, at not less than par and accrued interest of \$650,000 Bond Anticipation Notes, 2013 Series B (the "Notes") to be dated July 18, 2013 and maturing January 17, 2014, with interest payable at maturity. **The Notes are to be issued with the option of prior redemption at par on or after October 17, 2013 upon twenty days notice.**

The Notes are being issued pursuant to the Constitution and statutes of the State of New York, including among others, the Local Finance Law and pursuant to a bond resolution approved by the City Common Council on May 21, 2013 authorizing \$13,500,000 to finance the cost of the reconstruction of the City's waste water treatment plant. The proceeds of the Notes will provide new monies for the aforementioned purpose. The Notes are anticipated to be retired with the proceeds of 0% grid notes to be issued to the New York State Environmental Facilities Corporation.

The Notes are general obligations of the City, all the taxable real property within which is subject to the levy of ad valorem taxes to pay the Notes and interest thereon, subject to applicable statutory limitations.

Principal of and interest on the Notes are payable at maturity in lawful money of the United States of America (Federal Funds).

The Notes will be delivered in New York, New York or at such place as may be agreed with the purchaser on or about July 18, 2013. The purchase price of the Notes, in accordance with each purchaser's bid, shall be paid in Federal Funds or other funds available for immediate credit on said delivery date.

The City will designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

The purchaser shall have the option of having the Notes issued in bearer form or in the form of fully registered book-entry notes. If the Notes are issued in bearer form, they will be in denominations of \$5,000 or integral multiples thereof, as may be determined by the purchaser. The purchaser shall have the right to designate a bank or trust company located and authorized to do business in the State of New York as the place for the payment of the principal of and interest on the Notes. Paying agent fees, if any, are to be paid by the purchaser.

If the purchaser requests the Notes to be issued in registered form, the City will act as Paying Agent for the Notes. If the purchaser requests the Notes to be issued in bearer form, the purchaser will act as Paying Agent for the Notes. The City's contact information is as follows: Mr. Mack Cook, Director of Administration and Finance, City Hall, 25 Court Street, Cortland, New York 13045, Phone: (607) 758-8372, Telefax: (607) 753-3295; Email: mcook@cortland.org

Each bid must be for all of the Notes and state a single rate of interest therefor in a multiple of one-hundredth (1/100th) or one-eighth (1/8th) of one per centum (1%) per annum. Unless all bids are rejected, the award will be made to the bidder complying with the terms of this Notice of Sale and offering to purchase the Notes at the lowest net interest cost, that being the rate of interest which will produce the least interest cost over the life of the Notes, after accounting for the premium offered, if any. If two or more bids offering to purchase the Notes at the same lowest net interest rate are received, an award will be made by lot from among such lowest bids. The right is reserved by the City to reject all bids.

If the purchaser notifies Bond Counsel by 3:00 o'clock P.M., Prevailing Time on the date of sale, such Notes may be issued in the form of book-entry-only notes, in denominations corresponding to the aggregate principal amount for each Note bearing the same rate of interest and CUSIP number. In the event that the purchaser chooses book-entry-only notes registered in the name of Cede & Co., as a condition to delivery of the Notes, the successful bidder will be required to cause such note certificates to be (i) registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and (ii) deposited with DTC to be held in trust until maturity. DTC is an automated depository for securities and clearinghouse for securities transactions, and will be responsible for establishing and maintaining a book-entry system for recording the ownership interests of its participants, which include certain banks, trust companies and securities dealers, and the transfers of the interests among its participants. The DTC participants will be responsible for establishing and maintaining records with respect to the Notes. Individual purchases of beneficial ownership interests in the Notes may only be made through book entries (without certificates issued by the County) made on the books and records of DTC (or a successor depository) and its participants, in denominations of \$5,000 or integral multiples thereof. Principal of and interest on the Notes will be payable by the City by wire transfer or in clearinghouse funds to DTC or its nominee as registered owner of the Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The City will not be responsible or liable for payments by DTC to its participants or by DTC participants to beneficial owners or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

CUSIP identification numbers will be printed on the Notes if the purchaser provides Bond Counsel with such numbers by telefax or any other mode of written communication (verbal advice will not be accepted) by 3:00 o'clock P.M. on the day following the date of sale of the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes. All expenses in relation to the printing of CUSIP numbers on the Notes shall be paid for by the City, provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

As a condition to the purchaser's obligation to accept delivery of and pay for the Notes, such purchaser will be furnished, without cost, the following, dated as of the date of the delivery of and payment for the Notes: (i) a Closing Certificate, constituting a receipt for the Note proceeds and a signature certificate, which will include a statement that no litigation is pending, or to the knowledge of the signers, threatened affecting the Notes, (ii) an arbitrage certificate executed on behalf of the City which will include, among other things, covenants, relating to compliance with the Internal Revenue Code of 1986 (the "Code"), with the owners of the Notes that the City will, among other things, (A) take all actions on its part necessary to cause interest on the Notes not to be includable in the gross income of the owners thereof for Federal income tax purposes, including without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Notes and investment earnings thereon, making required payments to the Federal Government, if any, and maintaining books and records in a specified manner, where appropriate, and (B) refrain from taking any action which would cause interest on the Notes to be includable in the gross income of the owners thereof for Federal income tax purposes, including, without limitation, refraining from spending the proceeds of the Notes and investment earnings thereon on certain specified purposes; and (iii) the unqualified legal opinion as to the validity of the Notes of Bond, Schoeneck & King, PLLC, Syracuse, New York, Bond Counsel

Following the sale of the Notes, the successful bidder will be required to provide to the City certain information regarding the reoffering price to the public of the Notes. The successful bidder shall furnish to the City a certificate acceptable to Bond Counsel, dated as of the day of closing for the Notes stating the initial prices at which a bona fide public offering of all of the Notes was made and stating that 10% or more of the Notes were in fact sold to the public (excluding bond houses, brokers and other intermediaries) at or below such initial respective public offering prices or that such successful bidder has purchased the notes for its own account and not with a view to distribution or resale. Such certificate shall state that it is made on the best knowledge, information and belief of the successful bidder after appropriate investigation.

There is no offering document which accompanies this Notice of Sale.

Dated: July 3, 2013

MACK COOK
Director of Administration and Finance

PROPOSAL FOR NOTES

Mr. Mack Cook, Director of Administration and Finance
City of Cortland
Cortland County, New York
c/o Fiscal Advisors & Marketing, Inc.
120 Walton Street • Suite 600
Syracuse, New York 13202
Telephone # 315-752-0051, Ext. 1
Telefax # 315-752-0057

SALE DATE: July 10, 2013
SALE TIME: 10:30 A.M., Prevailing Time

CITY OF CORTLAND, NEW YORK CORTLAND COUNTY, NEW YORK \$650,000 Bond Anticipation Notes, 2013 Series B

Date: July 18, 2013

Maturity: January 17, 2014
with the option of redemption on or after October 17, 2013 upon 20 days notice

	Amount	Interest Rate	Premium	Net Interest Cost*
Bid 1	\$	%	\$	%

Please select one of the following (if no option is selected, the book-entry-only option will be assumed to have been selected by the purchaser):

- Book-Entry-Only registered to Cede & Co.
 Bearer

*The computation of the net interest cost is made as provided in the above-mentioned Notice of Sale, but does not constitute any part of the foregoing proposal for the purchase of the Notes therein described.

Signature: _____

Name of Bidder: _____

Address: _____

Telephone (Area Code): _____

Email Address: _____

Fax (Area Code): _____

7/10/2013

***FA* Fiscal Advisors Marketing, Inc.**
NOTE DETAILS SHEET

DATE : 7/10/2013

BOND COUNSEL : EDWIN J. KELLEY, ESQ
JOHN C. SHEHADI, CIPFA (NM)

ISSUER : CITY OF CORTLAND

AMOUNT : \$650,000

PURPOSE OF ISSUE : WASTEWATER TREATMENT PLANT

TYPE : BAN - SERIES B

NEW / RENEWAL : NEW

INTEREST RATE : 0.510%

PREMIUM : \$0.00

EFFECTIVE NIC RATE : 0.510%

REOFFERING YIELD : NRO

DATED : 7/18/2013

DUE : 1/17/2014

PREPAYMENT (Y/N) : YES ON OR AFTER OCTOBER 17, 2013 UPON 20 DAYS NOTICE

PURCHASER : JPMORGAN CHASE BANK, N.A.

PAYING AGENT : JPMORGAN CHASE BANK, N.A.

DTC (Y/N) NO

CONTACT NAME : KATY O'DONNELL/KARA PETERSON

PHONE # : 607-766-2028/585-797-0164

CUSIP #S (Y/N) : NO

O.S. (Y/N) : NO

QUALIFIED (Y/N) : YES

DENOMINATIONS : 1 X \$650,000

SPL. INSTRUCT'S : LOCAL CLOSING

CORTLAND HOUSING AUTHORITY

42 CHURCH STREET
CORTLAND, NEW YORK 13045

WARREN S. EDDY, Chairman

GLENN M. GOLDWYN, Executive Director
Telephone: (607) 753-1771
Fax: (607) 753-7313

July 1, 2013

Mayor Brian Tobin
25 Court Street
Cortland, NY 13045

Dear Mayor Tobin:

The Cortland Housing Authority tenants recently completed the voting process to elect two Tenant Representatives for the Board of Directors. The term of the Tenant Representatives are to begin on August 1, 2013 and expire on July 31, 2015. The names of the elected representatives are:

Martha Diehl
42 Church St. Apt. 806
Cortland, NY 13045

Tari Robbins
51 Port Watson St. Apt. 2005
Cortland, NY 13045

After they have been appointed at the Common Council meeting, please forward a copy of their Oaths of Office to the Cortland Housing Authority for our records.

If you have any questions, please feel free to call the office at 753-1771.

Sincerely,



Glenn M. Goldwyn
Executive Director

Cc: City Clerk via email

APPLICATION
For Street Closings
PLEASE PRINT ALL INFORMATION

Today's Date: 7/1/13

Address of Street Closing: Main Street - Groton Ave to Tompkins

Describe Event: Jets Arrival

Applicant Haight Bob PH # (607) 756-2814
Last First MI (Home) (Work)

Address: 37 Church Street E-mail Address: bob@corthendareachamber.org
Street
Cortland NY 13045
City State Zip Code

Date of Street Closing: 7/25/13 Alternate or Rain Date: _____

Start Time: 12:00 AM or PM Finish Time: 7:00 AM or PM
* (No earlier than 9:00 AM) * (No later than 8:00 PM)

(*Unless altered by Common Council)

Estimated # of persons attending: _____

Will amplified music be provided?: _____
(If yes, refer to requirement #8 for compliance)
City Ordinance Sct. 193-5 requires Common Council permission; SCT. 193-7 requires \$250 fee

Will alcohol be available? No
If so, which address(es) will have alcohol? _____

Alcohol is only allowed on private property. All State and City alcohol laws still apply during Street Closings.

A Street Closing permit does not allow the sale of alcohol or the consumption of alcohol on public property or by persons younger than 21 years of age.



CORTLAND POLICE DEPARTMENT

2012 Police Vehicle Auction Proceeds



July 1, 2013

TO: Mack Cook, Director of administration & Finance
FROM: Deputy Chief Paul A. Sandy
RE: Request for Proceeds from Police Vehicle Auction

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

We are requesting the Common Council appropriate proceeds from the auction of one (1) retired police vehicles from the City of Cortland Police. This vehicle was a 2006 Ford Taurus, which had been an unmarked police vehicle in the Detective Bureau and was having mechanical issues. It has been replaced with a 2012 Chevrolet Impala, which was rotated to the Detective Bureau when Chief Catalano received a 2013 Chevrolet Impala. The Taurus sold for \$2,900.00 and after all necessary fees, netted \$2,645.00. We are requesting the total \$2,645.00 be appropriated to the above noted account, which if appropriated will be directly applied toward the purchase of new police vehicles in 2014.

\$2,645.00

CITY OF CORTLAND

Finance Office
25 Court Street
CORTLAND, NY 13045
607-756-7312

RECEIPT

NAME <i>Auction Police</i>		
ADDRESS		
SOLD BY <i>OMS</i>	DATE <i>7/1/13</i>	PH. NO.

	ACCT. FORWARD
<i>A 2655</i>	<i>2645.00</i>

No. 036137 TOTAL *2645.00*

10:07 AM 6/20/2013

BYRON

CITY OF CORTLAND

06 FORD TAURUS	152800	2705.00
LESS FEE		60.00

TOTAL		2645.00

PAUL HILTBRAND LTD

Sale Date June 19, 2013

Lot# D147 2006 FORD TAURUS

Check No. 251139748

VIN 1FAFP53U86A152800

2006 FORD TAURUS

1FAFP53U86A152800

Vehicle Sale

2,900.00

Seller Fee

-195.00

Net Check Amount

\$2,705.00

Handwritten:
152800

PAUL HILTBRAND LTD.
R.D. 1
ELBRIDGE, NY 13060

24-7/213
EZShield PLUS Check Fraud
Protection & ID Restoration

29639

DATE 4/20/13

PAY TO THE ORDER OF City of Port Jervis \$ 2645.00
West Bank of Port Jervis
KEYBANK NATIONAL ASSOCIATION
PORT JERVIS, NY 13000
DOLLARS
Snyers Payment
Protection
System
MP

MEMO
:0213000771: 2240094291 9639



CORTLAND POLICE DEPARTMENT

2012 Impound Car Money Request



July 1, 2013

TO: Mack Cook, Director of administration & Finance
FROM: Deputy Chief Paul A. Sandy
RE: Request for Proceeds for Impound Scrap Money

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

We are requesting the Common Council appropriate proceeds from the sale of eleven (11) vehicles from the City of Cortland Police Impound Lot, which had been classified as abandoned in accordance to Section 1224 (3)(a) of the New York State Vehicle & Traffic Law. These vehicles were unfit for auction and had been scrapped during a period from January 17, 2013 to July 1, 2013. The total proceeds from the sale of these vehicles for scrap was \$2,763.20, which if appropriated will be directly applied toward the purchase of new police vehicles in 2014.

\$2,763.20

CITY OF CORTLAND

Finance Office
25 Court Street
CORTLAND, NY 13045
607-756-7312
RECEIPT

NAME		CPD	
ADDRESS			
SOLD BY	DATE	PH. NO.	ACCT. FORWARD
<i>[Signature]</i>	7/1/13		
A 3655		763 70	
Municipal Impound		Car	
No. 036141	TOTAL	763.70	

ALL CITY TAXES & DELIVERIES CHARGES MUST BE ACCOMPANIED BY THIS BILL

City of Cortland

Date	tonnage	amt per ton	Total
1/17/2013	1.3	\$ 160.00	\$ 208.00
1/17/2013	1.6	\$ 160.00	\$ 256.00
1/3/2013	2	\$ 160.00	\$ 320.00
1/3/2013	2.13	\$ 160.00	\$ 340.80
3/5/2013	2.55	\$ 160.00	\$ 408.00
3/5/2013	1.41	\$ 160.00	\$ 225.60
6/5/2013	1.9	\$ 160.00	\$ 304.00
6/5/2013	1.02	\$ 160.00	\$ 163.20
6/25/2013	1.21	\$ 160.00	\$ 193.60
6/25/2013	0.9	\$ 160.00	\$ 144.00
7/1/2013	125	\$ 160.00	\$ 200.00

\$ 2,763.20

CASH ONLY SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



CONTENTO AUTO SALES, INC.
119 1/2 PENDLETON STREET
CORTLAND, NY 13045-0588
(607) 753-8136

FIRST NIAGARA BANK, NA
CORTLAND, NY 13045
50-7044/2223

14925

7/1/2013

PAY TO THE ORDER OF Cortland City Police Department

\$ **2,763.20

Two Thousand Seven Hundred Sixty-Three and 20/100*****

DOLLARS

▲ TAMPER RESISTANT TONER AREA ▲

Cortland City Police Department
ATTN: Paul Sandy
City Hall
25 Court Street
Cortland, NY 13045

VOID AFTER 90 DAYS

Melissa M. Duga MP

⑈014925⑈ ⑆222370440⑆ 7900203105⑈

CONTENTO AUTO SALES, INC.

14925

Cortland City Police Department

Date	Type	Reference	Original Amt.	Balance Due	7/1/2013 Discount	Payment
7/1/2013	Bill	scrap	2,763.20	2,763.20		2,763.20
					Check Amount	2,763.20

Checking

2,763.20

© 2011, INTUIT INC. # 1872 1-800-433-8310



MEMO

CORTLAND FIRE DEPARTMENT

BUDGET MEMORANDUM

DATE: 7/3/13

The Cortland Fire Department is in receipt of a deposit from Assistance to Firefighters Grant in the amount of \$19,801.00 for reimbursement for costs associated with the grant. I am requesting the monies be appropriated as follows:

TRANSFERRED TO

ACCOUNT #: A3410-540501 (Tools & Equipment)

AMOUNT: \$511.00

AND

ACCOUNT #: A3410-542002 (Special Ops Equipment)

AMOUNT: \$19,290.00

APPROVED BY:



Charles S. Glover, Fire Chief

CORTLAND FIRE DEPARTMENT

BUDGET MEMORANDUM

DATE: 7/9/13

The Cortland Fire Department is in receipt of a deposit from the Smoke Detector Program Grant in the amount of \$9,228.00 for reimbursement for costs associated with the grant. I am requesting the monies be appropriated as follows:

TRANSFERRED TO

ACCOUNT #: A3410-510000 (Personal Services)

AMOUNT: \$9,228.00

APPROVED BY:



Charles S. Glover, Fire Chief

COMMERCIAL LEASE AGREEMENT
between the
NEW YORK, SUSQUEHANNA & WESTERN RAILWAY CORPORATION
and the
CITY of CORTLAND
for
Space at the Railroad Passenger Station
94 -96 Central Avenue

This Commercial Lease Agreement ("Lease") is made and effective July __, 2013, by and between **THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORPORATION**, a New Jersey Corporation, with offices at 1 Railroad Avenue, Cooperstown, New York 13326 ("Landlord"), and the **CITY OF CORTLAND**, a municipal corporation of the State of New York, with offices at 25 Court Street, Cortland, New York 13045 (Tenant").

WHEREAS, Landlord is the owner of land and improvements commonly known as the Railroad Passenger Station located at 94-96 Central Avenue, Cortland, New York (the "Premises");

WHEREAS, under this Lease, Landlord makes available for lease a portion of the Premises designated as the Passenger Waiting Room, together with shared use of adjoining restrooms and parking as set forth herein (the "Leased Premises"); and

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

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

1. Leased Premises, Term, and Termination

Landlord hereby leases the Leased Premises, as set forth and described above, to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning on August 1, 2013 and ending July 31, 2015. Landlord shall use its best efforts to give Tenant possession as early as possible at the beginning of the Lease term. Tenant shall make no claim against Landlord for any such delay.

Either party may terminate this Lease at any time, upon ninety (90) days prior written notice to the other party.

2. Rental

In the interest of providing community support, the Landlord is granting the Tenant use of the Leased Premises at no rent during the term of the Lease.

3. Use

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

4. Sublease and Assignment

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

5. Repairs and Maintenance

During the Lease Term, Tenant shall provide, at Tenant's expense, all necessary repairs to and maintenance of the Leased Premises, except as set forth herein. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, but shall not include any repairs for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Landlord shall be responsible for major mechanical systems and roof repairs and maintenance. Landlord shall provide snow plowing of the parking area in accordance with its normal operating activities; notwithstanding the foregoing, Tenant shall at its own expense provide any additional snow and ice removal it deems necessary.

6. Condition of the Leased Premises; Alterations and Improvements

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

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

7. Insurance

(a) If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any willful misconduct or negligence of Tenant or any of Tenant's agents, employees or invitees, Tenant shall be responsible for the costs of repair not covered by insurance.

(b) Landlord shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

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

8. Utilities

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

9. Signs

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant.

Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry

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

11. Parking

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

12. Building Rules

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

13. Damage and Destruction

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

14. Landlord's Covenants; Quiet Possession

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

15. Notice

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

If to Landlord:

The New York, Susquehanna and Western Railway Corporation
1 Railroad Avenue
Cooperstown, NY 13326

If to Tenant:

City of Cortland
Office of Administration and Finance
25 Court Street
Cortland, NY 13045

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

16. Headings

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

17. Successors

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

18. Consent

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

19. Compliance With Law

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

with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

20. Final Agreement

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

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

**THE NEW YORK, SUSQUEHANNA AND
WESTERN RAILWAY CORPORATION**

By: _____
Name: Nathan R. Fenno
Title: President

CITY OF CORTLAND

By: _____
Name: Brian T. Tobin
Title: Mayor, City of Cortland, NY

COMMERCIAL LEASE AGREEMENT
between the
CITY OF CORTLAND
and the
THE CULTURAL COUNCIL OF CORTLAND COUNTY
for
Space at the Railroad Passenger Station
94 -96 Central Avenue

This Commercial Lease Agreement ("Lease") is made and effective July ____, 2013, by and between the **CITY OF CORTLAND**, a municipal corporation of the State of New York, with offices at 25 Court Street, Cortland, New York 13045 ("Lease Holdee"), and **THE CULTURAL COUNCIL OF CORTLAND COUNTY**, a corporation of the State of New York, with offices at 64 Main Street, Suite, 207, Cortland, New York 13045 (Sub-Tenant").

WHEREAS, Lease Holdee is the owner of land and improvements commonly known as the Railroad Passenger Station located at 94-96 Central Avenue, Cortland, New York (the "Premises");

WHEREAS, under this Lease, Lease Holdee makes available for lease a portion of the Premises designated as the Passenger Waiting Room, together with shared use of adjoining restrooms and parking as set forth herein (the "Leased Premises"); and

WHEREAS, Lease Holdee desires to lease the Leased Premises to Sub-Tenant, and Sub-Tenant desires to lease the Leased Premises from Lease Holdee, for the term, at the rental, and upon the covenants, conditions and provisions herein set forth.

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

1. Leased Premises, Term, and Termination

Lease Holdee hereby leases the Leased Premises, as set forth and described above, to Sub-Tenant, and Sub-Tenant hereby leases the same from Lease Holdee, for an "Initial Term" beginning on August 1, 2013 and ending July 31, 2015. Lease Holdee shall use its best efforts to give Sub-Tenant possession as early as possible at the beginning of the Lease term. Sub-Tenant shall make no claim against Lease Holdee for any such delay.

Either party may terminate this Lease at any time, upon ninety (90) days prior written notice to the other party.

2. Rental

In the interest of providing community support, the Lease Holdee is granting the Sub-Tenant use of the Leased Premises at no rent during the term of the Lease.

3. Use

Sub-Tenant shall make use of the property for such activities that serve the best interest of the residents of the City of Cortland.

4. Repairs and Maintenance

During the Lease Term, Sub-Tenant shall provide, at Sub-Tenant's expense, all necessary repairs to and maintenance of the Leased Premises, except as set forth herein. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, but shall not include any repairs for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Lease Holdee shall be responsible for major mechanical systems and roof repairs and maintenance. Lease Holdee shall provide snow plowing of the parking area in accordance with its normal operating activities; notwithstanding the foregoing, Sub-Tenant shall at its own expense provide any additional snow and ice removal it deems necessary.

5. Condition of the Leased Premises; Alterations and Improvements

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

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

6. Insurance

(a) If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any willful misconduct or negligence of Sub-Tenant or

any of Sub-Tenant's agents, employees or invitees, Sub-Tenant shall be responsible for the costs of repair not covered by insurance.

(b) Lease Holdee shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as Lease Holdee shall deem appropriate. Sub-Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

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

7. Utilities

Sub-Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Sub-Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Lease Holdee. In the event that any utility or service provided to the Leased Premises is not separately metered, Lease Holdee shall pay the amount due and separately invoice Sub-Tenant for Sub-Tenant's pro rata share of the charges. Sub-Tenant shall pay such amounts within fifteen (15) days of invoice. Sub-Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Sub-Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Lease Holdee's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. Signs

Following Lease Holdee's consent, Sub-Tenant shall have the right to place on the Leased Premises, at locations selected by Sub-Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Lease Holdee may refuse consent to any proposed signage that is in Lease Holdee's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other sub-tenant. Lease Holdee shall assist and cooperate with Sub-Tenant in obtaining any necessary permission from governmental authorities or adjoining owners

and occupants for Sub-Tenant to place or construct the foregoing signs. Sub-Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Sub-Tenant.

9. Entry

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

10. Parking

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

11. Building Rules

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

12. Damage and Destruction

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

13. Lease Holdee's Covenants; Quiet Possession

Lease Holdee covenants and warrants only that upon performance by Sub-Tenant of its obligations hereunder, Lease Holdee will keep and maintain Sub-Tenant in exclusive,

quiet, peaceable, undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

14. Notice

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

If to Lease Holdee:

City of Cortland
Office of Administration and Finance
25 Court Street
Cortland, NY 13045

If to Sub-Tenant:

The Cultural Council of Cortland County
64 Main Street, Suite, 207
Cortland, NY 13045

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

15. Headings

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

16. Successors

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

17. Consent

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

18. Compliance With Law

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

19. Final Agreement

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

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

CITY OF CORTLAND

By: _____

Name: Brian T. Tobin

Title: Mayor, City of Cortland, NY

**THE CULTURAL COUNCIL OF CORTLAND
COUNTY**

By: _____

Name: Sheila Cohen

Title: President

Chapter 300. ZONING
 Article XIII. Site Plan Review

§ 300-130. Purpose.

A review of the arrangement, layout and design of the use of lots for other than single-family use is in the public interest. Such a review should include, where appropriate, those elements relating to parking, means of access, screening, signs, landscaping, architectural features, location and dimensions of buildings, impact of the proposed use upon adjacent land uses and such other elements as may reasonably be related to the health, safety and general welfare of the City.

§ 300-131. Planning Commission review and approval.

The Planning Commission shall review and approve site plans for all uses other than single-family dwellings, except special use permits as to which it shall, upon referral, review and make a recommendation regarding the proposed site plan.

§ 300-132. Actions requiring site plan review.

The following actions require site plan review:

- A. When a building or structure is to be erected; or
- B. When a building or structure is to be altered such that its footprint or its facade is altered; or
- C. When vehicular movement, vehicular parking or a pedestrian walkway is altered; or
- D. When surface water drainage is altered; or
- E. When exterior lighting is installed or altered; or
- F. When designed landscaping is installed or altered.

The following actions are exempt from site plan review:

Applicable to two family dwellings:

- A. Except for floodplain and historic districts; Conforming fence/screen upon application for a dumpster permit alone.**
- B. Except for floodplain and historic districts; Fences and other conforming structures that do not otherwise require a variance.**
- C. Sheds that otherwise do not require a building permit and are not located in floodplain or historic district.**
- D. Minor alterations and façade changes that do not increase lot coverage and that: Do not alter the structural building components; Is less than twelve (12) square feet in (foot print) as constructed; Does not alter building height; and does not create a nonconformity. There is not exemption to this rule for floodplain or historic districts.**

Applicable to all lots:

- A. Existing parking lots- the repaving and restriping of existing parking lots, which does not create alterations to shape or change traffic patterns.**

NO. 8

George E. Rogers and Evelyn Rogers, hereinafter collectively Referred to as "Grantor",

to

City of Cortland, a municipal corporation, herein referred to as "Grantee".

Easement
Cons. \$1.00 &c.
Dated Nov. 1, 1991
Ackd. Nov. 1, 1991
Recd. March 23, 1992
at 1:56 PM

AGENDA ITEM # 11

Book 532 of Deeds page 198.

WITNESSETH:

WHEREAS, the City of Cortland has planned a linear park for public use along the north bank of the west branch of the Tioughnioga River; and

WHEREAS, the Grantor is the owner of a parcel of real property over a portion of which the said linear park is to be constructed; and

WHEREAS, the Grantor has received notice from the Grantee, City of Cortland, pursuant to Section 303 of the Eminent Domain Law and have accepted the Grantee's offer as full payment for the permanent easement and right of way in favor of the Grantee over their said parcel.

THE GRANTOR, in consideration of One and no/100's dollars (\$1.00) and other good and valuable consideration, given by the Grantee to the Grantor, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey to Grantee and its successors, a permanent easement and right of way for the purpose of the construction, operation and maintenance of a linear park for the public use, ingress and egress over portion of the grantor's premises located in the City of Cortland, New

York and more particularly bounded described as follows:

SEE ATTACHED "SCHEDULE A"

SCHEDULE A

LANDS OF: GEORGE and EVELYN ROGERS, (reputed owners)

CITY OF CORTLAND, CORTLAND COUNTY, NEW YORK

TAX MAP PARCEL # 86.35-02-16

DEED REFERENCE: LIBER 215, at PAGE 476

BEGINNING at a point in the northerly edge of the WEST BRANCH OF THE TIOUGHNIOGA RIVER, said point being at the westerly line of lands of GLENDON and

- Mayor needs to sign termination but needs to go to Council first
- we can send to Matt @ City Hall 25 Court St

756-7312

Matt Cooke
City Admin

cell # 749-0678

Rick Vandonsel
756-0255

[Handwritten signature]
33027

PAULINE EDGAR, (reputed owners), said point being 10 feet more or less southerly from construction station 63+00 of said RIVERWALK;

THENCE running northwesterly along said westerly line of GLENDON and PAULINE EDGAR, (reputed owners), a distance of 25 feet more or less to a point 15 feet more or less northerly from construction station 63+00 of said RIVERWALK.

THENCE running westerly and northwesterly parallel to and 25 northerly from said WEST BRANCH OF THE TIOUGHNIOGA RIVER a distance of 190 feet more or less to a point in the easterly line of RICKARD STREET, said point being located 15 feet more or less northerly from construction station 64+90 of said RIVERWALK;

THENCE running southerly along said easterly line of RICKARD STREET, a distance of 25 feet more or less to a point in the northerly edge of said WEST BRANCH OF THE TIOUGHNIOGA RIVER;

THENCE running southeasterly and easterly along said northerly edge of WEST BRANCH OF THE TIOUGHNIOGA RIVER a distance of 190 feet more or less to the PLACE of BEGINNING.

NO. 9

George E. Rogers and Evelyn
Rogers,

to

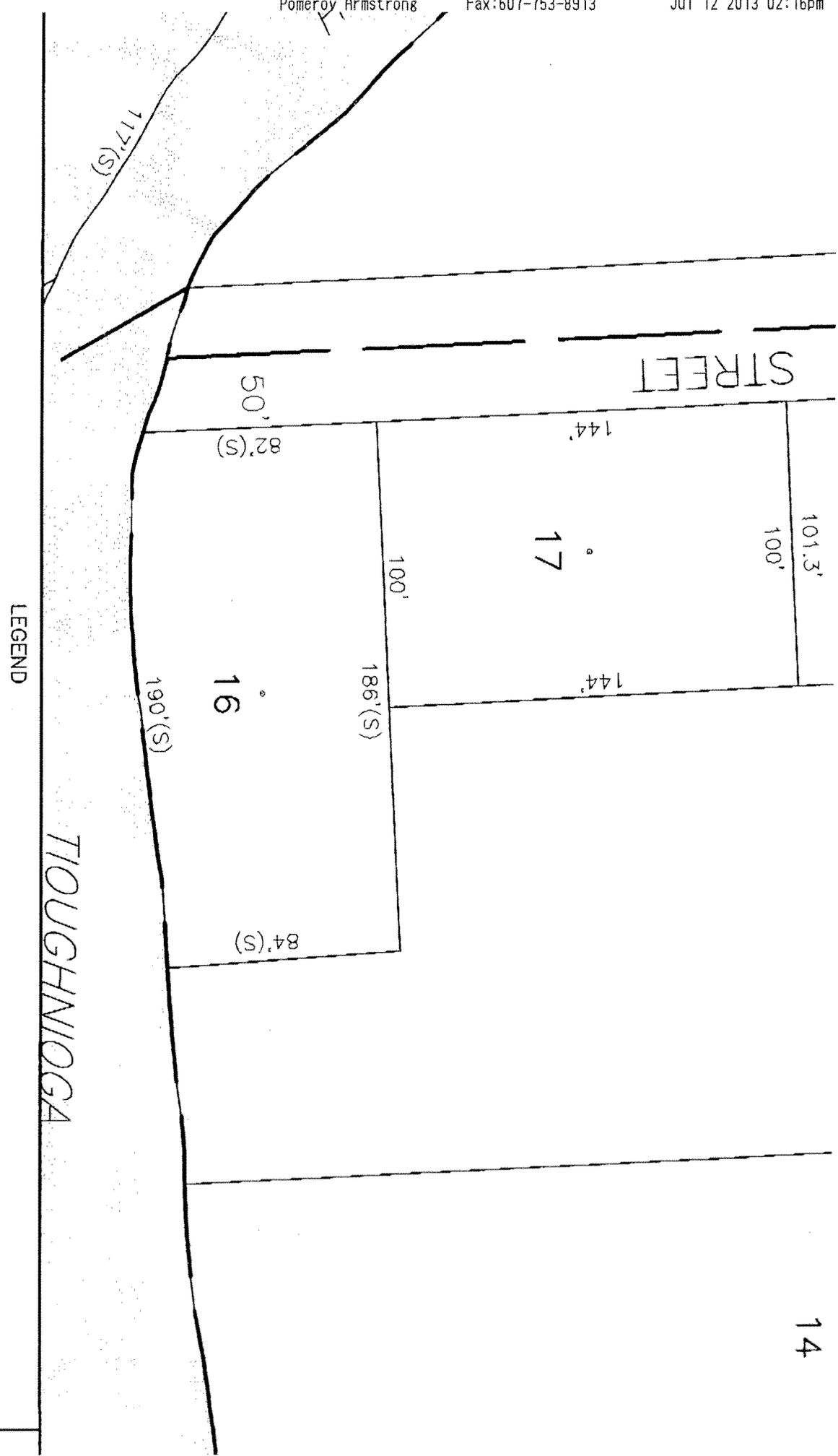
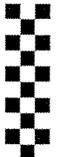
David A. Rogers.

Warranty Deed with Lien
Covenant Clause
Cons. \$1.00 &c.
T. E. Stamps: 0
Dated March 18, 2002
Ackd. March 18, 2002
Recd. March 19, 2002
at 2:42 PM
Instrument No. 2002-1548.

Conveys: (with other premises); - The same premises described in No. One (1) above.

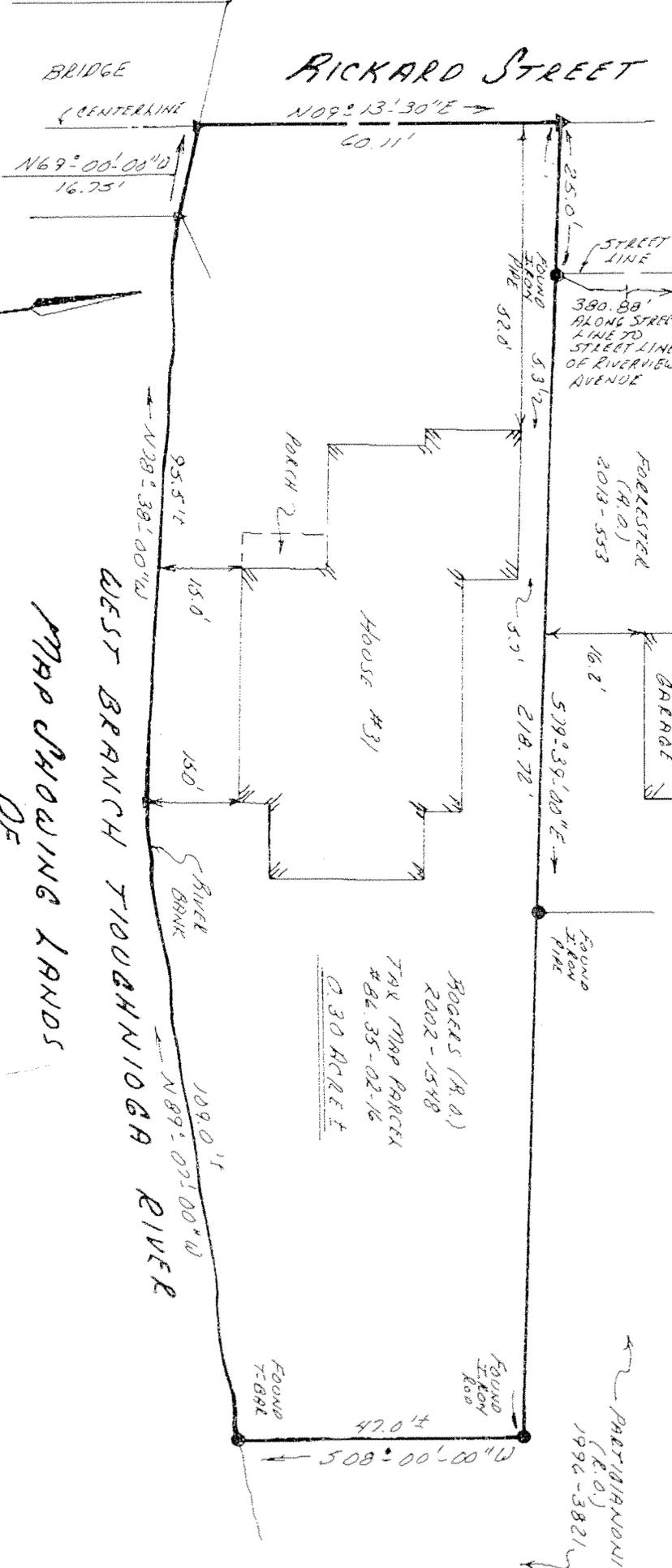
Being the same premises conveyed in a deed from George W. Chasmer to George E. Rogers and Mary E. Rogers dated September 27, 1949 and recorded October 10, 1949 in Liber 213 of Deeds at page 275 in the Cortland County Clerk's Office. Mary E. Rogers and Evelyn Rogers are one and the same person.

The Same premises described in No. Five (5) above.



#13,044

RICKARD STREET



MAP SHOWING LANDS
OF
DAVID A. ROGERS

#31 RICKARD STREET
COUNTY OF CORTLAND
SCALE: 1" = 20'

CITY OF CORTLAND
STATE OF NEW YORK
DATE: 5-14-13

DENKEN BERGER & ASSOCIATES
43 BART GIBSON STREET
CORTLAND, N.Y. 13045
607-756-5168

James J. Denkenberger
P.L.S. 50397

I hereby certify that this map is an accurate delineation of an actual survey made under my responsible supervision and direction, subject to any state of facts an accurate and up-to-date abstract of the map show. Unauthorized addition or alteration to a survey bearing a seal of a licensed land surveyor is a violation of section 7209, subdivision 2 of the New York State Education Law. Underground utilities, if any, are not shown.

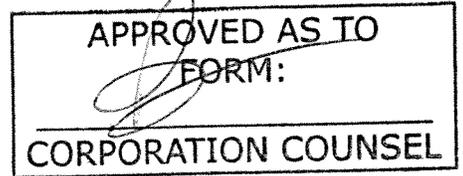
PARTIALLY OWNED
(R.O.)
1996-3821

ROGERS (R.O.)
2002-1548
TAX MAP PARCEL
#86.35-02-16
0.30 ACRES

WOODS
(R.O.)
2013-553

FOUND IRON PIPE

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF CORTLAND, NEW YORK
AND



CORTLAND PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
IAFF LOCAL 2737

As a result of negotiations between the Cortland Professional Fire Fighters Association, IAFF Local 2737 (the "Association") and the City of Cortland (the "City"), the following Memorandum of Agreement has been reached:

1. The Association agrees in principle to support a municipal program allowing "bunkers" or volunteer firefighters to provide services in the fire stations and to man fire department apparatus (**See Footnote A**) for the purpose of fulfilling the grant that the City was recently awarded and supplementing and augmenting existing manning provided:
 - A. Prior to appointment as a volunteer "bunker", each volunteer firefighter shall satisfy all of the following training requirements:
 - a. Complete the following OFPC courses or their equivalent:
 - i. Firefighter I or equivalent;
 - ii. Truck Company Operations or Ladder Company Operations;
 - iii. Incident Command System (NIMS 100 & 700);
 - iv. BLS CPR;
 - v. Mask Confidence;
 - vi. Firefighter Survival;

^A For the purpose of this agreement, fire department apparatus shall be defined, as any city owned vehicle carry emergency equipment assigned to the fire department that is intended to respond to incident that the fire department is called upon to mitigate or assist in mitigation.

- vii. Medically approved each year to operate as an interior firefighter in accordance with NFPA 1582;
 - viii. Complete Cortland Fire Department Orientation; and
 - ix. Pass Fire Department's Physical Readiness Test.
- B. Within 3 months of his/her appointment, the "bunker" shall successfully complete the Candidate Physical Ability Test or equivalent.
- C. Within 12 months of his/her appointment, the "bunker" shall satisfy all of the following training requirements:
 - a. Firefighter II or equivalent;
 - b. Accident Victim Extrication Course; and
 - c. Rescue Operations or Rescue Technician- Basic.
- D. Within 24 months of his/her appointment, the "bunker" shall satisfy the following training requirement:
 - a. Posses and maintain NYS Emergency Medical Technician – Basic Certification and Basic Life Support for Healthcare Provider Certification.
- E. The "bunker" must complete sufficient annual refresher training as to reasonably maintain proficiency in all of the areas mentioned. The total hours of training shall exceed 50 hours including current certification as an "interior firefighter" according to Cortland Fire Department Standard Operating Procedures.
- F. Any participating volunteer firefighter who allows any of his/her required certification(s) to lapse shall be immediately disqualified from this program until such time the certification(s) are renewed. If the volunteer firefighter obtains the necessary certifications, he/she will then be required to resume the requirements set forth above.

- G. The Association shall be permitted an active decision making role in the development, control, and implementation of any program permitting any volunteer firefighter “bunker” program.
- H. In the interest of facilitating the success of this program, the above training and certification requirements may be modified upon mutual consent of the Association and representatives of the City of Cortland. Without the unanimous consent of both parties, the above requirements shall not be modified. The parties agree that by entering into negotiations for and agreeing to this Memorandum of Agreement they are not reopening any other provision in the Collective Bargaining Agreement.
- I. This Memorandum of Agreement will remain in effect through December 31, 2013, at which time it will sunset and the parties will revert to Article XX in the current Collective Bargaining Agreement. The parties agree the Triborough Law (Civil Service Law § 209-a(1)(e)) and the Triborough Doctrine shall have no application to this Memorandum of Agreement.

**AGREEMENT BETWEEN THE
CITY OF CORTLAND AND THE CORTLAND PROFESSIONAL
FIREFIGHTERS ASSOCIATION**

Dated _____

Dated: _____

By: _____
CITY OF CORTLAND
 Honorable Brian Tobin
 Mayor – City of Cortland

By: _____
CORTLAND PROFESSIONAL FIREFIGHTERS ASSOC.
 Derek Reynolds
 CPFFA - IAFF Local 2737 – President