



879 McLean Road, Cortland, New York 13045
607-753-9386

November 29, 2013

City of Cortland,

Attached is your copy of the 2014 contract, between your municipality and the Cortland Community SPCA.

Please date, sign and return back via mail to the Cortland Community SPCA by December 31st 2013. We look forward in continuing our services with the city of Cortland.

Sincerely,

Shawn Roser

Mission Statement:

To strive to prevent cruelty to animals. To stop pet overpopulation. To promote public responsibility for the humane care, treatment and well-being of all animals through adoption, education, investigation and action.



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

CCSPCA Agreement

THIS AGREEMENT made this 1st day of January 2014 between the **Cortland County Society for the Prevention of Cruelty to Animals, Inc. (CCSPCA)**, a domestic membership corporation created and existing under and by virtue of the laws of the State of New York, and having its office at 879 McLean Road, Cortland, New York, party of the first part and the **City of Cortland**, a city corporation of the State of New York having its office at 25 Court Street, Cortland, New York, party of the second part.

Witnesseth:

WHEREAS, the Common Council of the City of Cortland has appropriated the sum of Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$75,500.00) for the year 2014 for the purpose of furnishing public dog related services pursuant to the provisions of section 1215, subsection (2) of the Agriculture and Market Law, in the City of Cortland, New York.

NOW, THEREFORE, for the purpose of carrying out the intentions of the parties, the party of the first part does hereby, in consideration of the sum of Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$75,500.00), agrees to furnish said public dog related services to the citizens of the City of Cortland, and the City of Cortland, for the year 2014, and the party of the second part hereby covenants and agrees to pay the party of the first part for such services, the said sum to be paid in eleven (11) monthly payments of Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents (\$6,291.66) and one payment of Six Thousand Two Hundred Ninety-One Dollars and Seventy-Four Cents (\$6,291.74), with payment to be made on or before the first day of each and every month.

A. Dog Control Services.

In consideration of the payment to it by the City of Cortland in the sum of Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$75,500.00) to be paid as specified above the CCSPCA hereby covenant and agrees that it shall, through its duly appointed agents, employees and subcontractors, within the corporate limits of said City, carry out the duties and responsibilities of Dog Control Officer in the enforcement of the provisions of Article 7 of the New York State Agriculture and Markets Law and its rules and regulations and of the provisions of the City of Cortland Dog Control Ordinances and amendments thereto.

1. The CCSPCA will through its duly appointed agents and employees, within the corporate limits of the City of Cortland, carry out the duties and responsibilities of Dog Control Officer in the enforcement of the provisions of Article 7 of the New

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York State Agriculture and Markets Law and any rules and regulations promulgated pursuant thereto, and of the provisions of the City of Cortland Dog Control Ordinance and amendments thereto to the City of Cortland from January 1, 2014 through December 31, 2014. The CCSPCA's responsibilities shall include periodic patrols within the municipality. The CCSPCA shall enforce the provisions of Article 7 of the New York State Agriculture and Market Law and the provisions of the City of Cortland Dog Control Ordinances. In accordance with these laws, the CCSPCA shall seize "at large" dogs that are off their owners' property. The CCSPCA shall respond to calls to pick up unlicensed and injured dogs and shall seize dogs that are determined to be dangerous according to law, commence Dangerous Dogs Proceedings and enforce violations of New York State and City of Cortland Dog Control Laws and Ordinances. A copy of the most recent City of Cortland Dog Control Ordinance and amendments thereto will be sent to the party of the first part upon signing of this agreement or by January 1, 2014.

2. The CCSPCA shall provide dog control on all business days for eight hours per day between 7:30 a.m. to 3:30 p.m. Business days shall be defined as those days in which the City of Cortland municipal offices are open for business.
3. The CCSPCA shall provide a vehicle for the use of its authorized agents and staff. Under the contract, the CCSPCA shall also assume responsibility for staff uniforms, vehicle fuel, upkeep and repair, as well as auto liability coverage. The CCSPCA shall maintain peace officer liability coverage and mandatory worker compensation coverage.
4. The CCSPCA shall maintain and file records pertaining to the seizure and disposition of all animals. The CCSPCA shall maintain an accounting of all impoundment fees and other monies collected in carrying out the provisions of the contract. Monthly reports shall be provided by the CCSPCA to the municipality in which dog control activities, including seizure and disposition information is included. Information pertaining to the collection of impoundment fees shall also be reported to the municipality each month. Those fees shall be turned over to the municipality in accordance with Article 7.

B. Emergency Services

1. Emergency Services shall be defined as, but not limited to; responding to calls for the seizure of dangerous dogs, injured abandoned dogs or dog attacks on farm and domestic animals.
2. The CCSPCA shall provide Emergency Services during business hours and after hours upon request.
3. The CCSPCA shall provide an emergency telephone number for the use of the municipality, if it chooses to contract for after hour services.

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C. Sheltering Services

1. The CCSPCA shall provide and maintain a shelter for seized dogs that conforms to the requirements of New York State Agriculture and Market Laws. Within those requirements, the CCSPCA shall provide proper care for all dogs, including adequate shelter, food and medical care.
2. The CCSPCA may test dogs for Parvo virus and shall provide Parvo and Rabies vaccinations for any dog with an unknown vaccination record.
3. The CCSPCA shall assess all seized and unredeemed dogs to determine their suitability for adoption.
4. The CCSPCA will meet the requirements of law to ensure that all adoptable dogs are spayed or neutered.
5. Those dogs whose temperament or serious health conditions do not permit adoption may be euthanized in a manner permitted by Article 7 of the law.
6. The CCSPCA shall open its shelter to the public for a reasonable number of hours each week to facilitate the adoption of seized, yet unredeemed dogs. It will make reasonable effort to screen adoption applicants to assure that all adopted dogs are appropriately placed.

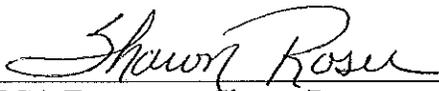
D. This agreement may not be enlarged, modified or altered except by a written instrument signed and endorsed by both parties.

IN WITNESS WHERE OF the parties have caused their respective corporate seals to be hereunto affixed and these presents to be signed by their duly authorized officers the day and year first written above.

City of Cortland

**Cortland County Society for the
Prevention of Cruelty to Animals, Inc.**

By: _____
Mayor

By: 
CCSPCA Treasurer - Shawn Roser

Mission Statement:

To strive to prevent cruelty to animals. To stop pet overpopulation. To promote public responsibility for the humane care, treatment and well-being of all animals through adoption, education, investigation and action.

AGREEMENT

This agreement made the ____ day of December, 2013, by and between the City of Cortland, a Municipal Corporation with a principal place of business located at 25 Court Street, Cortland, New York, hereafter referred to as the "City," and the Town of Cortlandville, a municipal corporation with a principal place of business located at 15 Terrace Road, in the Town of Cortlandville, County of Cortland, and State of New York, hereafter referred to as the "Town."

WHEREAS, the City maintains, through its Cortland Youth Bureau, facilities and personnel for Recreation, Youth Services/Counseling and parks; and

WHEREAS, the Town desires to provide for its residents facilities and personnel for Recreation, Youth Services/Counseling and parks.

In consideration of the mutual covenants herein expressed, the parties agree as follows:

I. Use of Facilities, Services and Personnel

The City will make available, at such time and for such duration as determined by the Cortland Youth Bureau, facilities, Youth Services/Counseling and parks for use by the residents of the Town.

II. Payment

In consideration of the use of said facilities, Youth Services/Counseling and parks, the Town agrees to pay the City the amount of Eighty Six Thousand and Seven Hundred Dollars and 00/100 (\$86,700.00) for use of said facilities, Youth Services/Counseling and parks, during the 2014 calendar year.

III. Indemnification

The Town agrees to indemnify and save harmless the City from any liability or damages the City may suffer as a result of claims, demands, costs, or judgments against the City arising out of an intentional or negligent act committed by the Town and/or the Town residents during the use of said facilities, Youth Services/Counseling and parks.

IV. Duration of Agreement

This agreement will commence January 1, 2014, and terminate as of December 31, 2014.

V. Facility Management

The City shall provide, through its Youth Bureau, management services for the daily operation of the facilities. The City shall provide the following services:

- Maintain a written reservation and scheduling system.
- Require and maintain Certificates of Insurance from groups using facilities.
- Report all maintenance issues to the Town Highway Superintendent.
- Promote use of the Ted Testa Citizens Park, and Blodgett Mills Park hereinafter collectively the "Cortlandville Parks," and provide program information in the Cortland Youth Bureau brochure.
- Provide staff to manage field reservation and inquires.
- Provide Park Patrol service and patrol car from May 1st – September 1st from 6:00 PM seven days a week at all three of the Cortlandville parks.
- Provide certified pesticide applicator to spray as needed at the Cortlandville parks.

VI. Entire Agreement

This agreement constitutes the complete understanding between the parties as to the matters contained herein. This agreement shall not be modified except by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at the date first noted above.

City of Cortland

By: _____
Brian Tobin, Mayor

Town of Cortlandville

By: _____
Richard C. Tupper, Supervisor

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On this 28th day of December, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Brian Tobin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Mayor of the City of Cortland and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOYCE A. NADGE
Notary Public, State of New York
Qualified in Cortland Co., No. 01NAG11166
My Commission Expires June 7, 2016

Joyce A. Nadge
Notary Public

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On this ____ day of December, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Richard C. Tupper, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

THIS AGREEMENT, for a period January 1, 2014 to December 31, 2014, between Michael Dexter (hereinafter “the Contractor”) and the City of Cortland (hereinafter “the City”) outlines the terms, conditions and compensations for the services that will be provided by the Contractor to the City.

WHEREAS, the City has determined that it wishes to continue its traditions of decorating the facilities for the holidays and special events, maintaining wildlife on Water Works property, and landscaping the grounds; and

WHEREAS, the Contractor is experienced in performing such duties, as demonstrated by his years of service in that regard as a former employee of the Cortland Water Board;

NOW, THEREFORE, for the purpose of carrying out the intentions of both parties, the contractor agrees to provide the following services to the City for the sum of Five Thousand Dollars (\$5,000.00), to be paid in monthly installments of \$416.67 commencing March, 2014, with final payment of \$416.63 to be paid February 2015:

1. Installation and maintenance of seasonal decorations at the Pump House, including but not limited to Christmas, Valentine’s Day, St. Patrick’s Day, and Independence Day.
2. Planting and maintaining flowers on the grounds.
3. Feeding and maintenance of wildlife (deer, geese, fish).
4. Mowing the lawn in front of the Pump House, in order to enhance the aesthetic value of the flower planting noted above.
5. Provide the Chief Water System Operator with a list of the supplies and materials needed to complete the tasks and projects noted herein, as well as an estimated budget for such purchases. Once such purchases are approved and budgeted by the Common Council, the Contractor shall submit vouchers to the Chief Water System Operator to facilitate such purchases. In the event the Contractor makes such purchases with his own funds, he shall be reimbursed by the City upon the submission and approval of vouchers and such other documentation that may be required by the Chief Water System Operator.
6. Water the Zonta flower garden from the hydrant nearest said garden (such services provided free of charge to Zonta).
7. Any other duties, projects, or services that the City and Contractor mutually agree to undertake to enhance the aesthetics of the facilities.

FURTHERMORE, it is understood that the City agrees to provide the Contractor the following considerations in order to facilitate the orderly completion of the duties noted herein:

1. The Contractor shall be provided a key to the Pump House.
2. The Contractor shall be provided a key to the building where the City's equipment is stored (such as lawnmower and other tools) in order to complete his duties. In addition, the Contractor is to be provided a key to the building where the animal feed is stored.
3. The Contractor may be assisted by City employees to complete required tasks upon the approval of the Chief Water System Operator. It is understood that the primary duties of the City's employees will take precedence in the event that such assistance is required. However, the approval for such assistance will not be unreasonably withheld.

IT IS FURTHER UNDERSTOOD that the Contractor, at his expense, shall provide a certificate of insurance for Commercial General Liability coverage naming the City of Cortland as "additional insureds" with the following limits:

General Aggregate:	\$2,000,000.00
Products and Completed Operations Aggregate:	\$2,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Fire Damage (any one fire):	\$50,000.00
Medical Expenses (any one person):	\$1,000.00

IN WITNESS WHEREOF, the parties hereto, by the signatures of their duly authorized officers, hereby enter into agreements this ___ day of _____ 2014.

Dated: _____, 2014

By: _____
Michael Dexter

Dated: _____, 2014

By: _____
Brian Tobin, Mayor



City of Cortland
City Hall – Mayor’s Office
Brian Tobin
Mayor
25 Court Street, Cortland, New York 13045
Website: www.cortland.org

Phone: 607-758-8374

Fax: 607-756-4644

RECOMMENDATIONS FOR APPOINTMENT OR RE-APPOINTMENT:

Ric Van Donsel has served the city well for almost a year as the Corporation Counsel. I highly recommend his reappointment to the position. He will continue to provide efficient and high level of service to the city.

Ken Dye has served as the deputy mayor for two years. He has been able to cover functions when I am unable to attend, and has done an admirable job of running the city when I have been absent. I wholeheartedly recommend his reappointment as deputy Mayor.

Mack Cook has been a tremendous asset to the city for years now. Our progress and successes are tied directly to his ability to perform his job. I highly recommend his reappointment.

Ray Parker has been an asset to the city by serving his community on the Legislature for years. He will be a knowledgeable and accountable person who will serve the city's clerks office with pride and will do an excellent job.

Sincerely,

Brian Tobin

Mayor, City of Cortland
25 Court Street
Cortland, NY 13045
btobin@cortland.org
(607) 591-0381



DEPARTMENT OF POLICE

CITY HALL • 25 COURT STREET
CORTLAND, NY 13045

TELEPHONE: (607) 753-3001
DEPT. FAX: (607) 758-3658
RECORDS FAX: (607) 758-8399



F. MICHAEL CATALANO
CHIEF OF POLICE
(607) 758-8302

PAUL A. SANDY
DEPUTY CHIEF OF POLICE
(607) 758-8302

December 31, 2013

Mr. David McNeil
4103 Highland Road
Cortland, New York 13045

Dear Mr. McNeil: *DS VE*

On behalf of the City of Cortland Police Department I would like to graciously acknowledge and thank you for your generous donation to support the newly created Canine Program at the Police Department. Your donation of \$5,000 will go directly to the purchase of a highly trained dual purpose police dog, and the joint training of our handler and dog. As you may be aware, we have chosen Roger Stafford as our Canine Officer. Officer Stafford comes with an abundance of experience as a former police canine handler and a general dog trainer.

After months of research we have decided to purchase the dog at Shallow Creek Kennels in Sharpville, Pennsylvania. This kennel has come highly recommended by several police agencies, locally and also in other states. Officer Stafford will undergo six weeks of on site training at the kennel with the dog. Upon completion they will both be certified in New York State as a Canine Unit at a cost, for the highly trained dog, on-site training, and all the necessary equipment, of \$13,500.

I cannot stress enough how important your donation is to initiating this program. Your genuine commitment to the well-being of this community is demonstrated not only by your words, but by your actions as well. Cortland is blessed to have community leaders such as you and the Police Department is as much thankful. We will endeavor to have a successful, professional, highly active Canine Program of which you will be proud. If you have any questions at all about the program, do not hesitate to contact me.

Sincerely,

F. Michael Catalano
Chief of Police

FMC/dlf

CC: Canine Program file
Police Commission
Brian Tobin, Mayor ✓
Mack Cook, Director of Administration and Finance



City of Cortland
City Hall – Mayor’s Office
Brian Tobin
Mayor
25 Court Street, Cortland, New York 13045
Website: www.cortland.org

Phone: 607-758-8374

Fax: 607-756-4644

December 30, 2013

Mr. David McNeil and Family
4103 Highland Road
Cortland, New York 13045

Dear Mr. McNeil,

On behalf of the City of Cortland, its elected officials, Police Department and residents, we thank you for your generous donation towards the purchase of a police dog. Your donation is essential to move forward with the Police Department’s plan to add K-9 capacity and further its goal to protect and service the residents of the City.

With highest regards,

A handwritten signature in black ink, appearing to read "Mack Cook".

Mack Cook, Director of Administration
City of Cortland

Cc; Mayor Tobin
Chief Catalano

David J. McNeil

4103 Highland Road, Cortland, New York 13045, (607) 756-5671, (607) 756-4583 Fax

December 30, 2013

Mr. Mack Cook
Director of Finance
City of Cortland
25 Court Street
Cortland, New York 13045

Dear Mack,

Enclosed please find a check for \$5000.00 to be used solely by the City of Cortland Police Department to purchase a dog for the new K-9 Unit. Any remaining balance is restricted to use within the K-9 Unit.

Merry Christmas and Happy New Year.

Sincerely,

A handwritten signature in black ink, appearing to be 'David J. McNeil', written over a horizontal line.

David J. McNeil

MEMORANDUM AGREEMENT

Between

Police Benevolent Association, Inc.

And

The City of Cortland

Dated December 30, 2013

THIS MEMORANDUM OF AGREEMENT is being made as of the date set forth above between Police Benevolent Association, Inc, City of Cortland (“The Union”) and the City of Cortland (“The City”) to memorialize certain understanding made between the Union and the City;

WHEREAS, the parties entered into an agreement dated April 5, 2013.

WHEREAS, at Article IV (2) a Union member may opt-out of Health Insurance benefits at the start of a new year and

WHEREAS, The city has not enforced this provision and instead has allowed members to opt-out during the fiscal year.

NOW THEREFORE, in consideration of the comments and provisions set forth herein, the parties hereby agree as follows:

1. The City shall allow members of the Union to opt-out pursuant Article IV (2) at anytime during the fiscal year.

City of Cortland

Police Benevolent Association, Inc.

By: _____
Hon. Brian T. Tobin, Mayor

By: _____
Joseph Peters, President



Cortland Police Department

Memorandum



TO: Brian Tobin, Mayor
Mack Cook, Director of Administration and Finance
Common Council Members

FROM: F. Michael Catalano, Chief of Police

DATE: December 30, 2013

RE: Request to lift Hiring Freeze to fill vacant Police Officer position.

I have accepted the resignation of Officer Kenneth T. Pym Jr. from Police Department effective January 10, 2014. Officer Pym is leaving the department with a little more than three years of admirable service to the city of Cortland to accept a position as a Trooper with the New York State Police. I am requesting the freeze to be lifted in order begin the process to hire an entry level police officer to fill the vacancy created by Officer Pym's departure. This position is budgeted for in the 2014 Police budget. We expect the next Basic Police Academy to begin in March of 2014 and time is of the essence to begin the selection process and background investigation in order to enroll an officer into the academy on time.

It has become clearly evident over the last couple of years that we cannot afford to leave any position vacant within the Police Department with the level and frequency of certain crimes committed within our city. We must maintain our authorized strength as consistently as possible to continually provide the level of service this community deserves.



Cortland County Treasurer's Office

Cortland County Office Building
60 Central Avenue
Cortland, New York 13045-2718

Telephone: (607) 753-5070

Fax: (607) 758-5512

Cynthia A. Monroe
Treasurer

January 6, 2014

Brian Tobin, Mayor
City of Cortland
25 Court St.
Cortland, N.Y. 13045

Dear Mayor Tobin,

I am requesting permission to reappoint Kellie Green as Commissioner of Deeds for the Cortland County Treasurers Office. This appointment has helped greatly.

Thank you for your consideration.

Sincerely,

Cynthia Monroe
Cortland County Treasurer