



NEW YORK STATE  
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

ROSE HARVEY  
Commissioner

ANDREW M. CUOMO  
Governor

December 18, 2013

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

Dear Mayor Tobin:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After two successful rounds, the 2013 CFA made \$750 million in economic development resources available from 26 programs across 13 state agencies. The agency programs provide resources for projects focused on community development and job creation, direct assistance to business, waterfront revitalization, energy and environmental improvements, sustainability and low-cost financing. The New York State Office of Parks, Recreation and Historic Preservation is proud to have contributed \$13,257,493 to this year's Consolidated Funding Application.

I am pleased to inform you that a matching grant of \$500,000.00 has been reserved from the Municipal Grant program for the Wickwire Pool.

Our agency will contact you to clarify specifics about the project, including next steps, disbursement terms, minority- and women-owned business hiring goals, employment requirements, environmental and historic preservation review requirements, and other terms and conditions. I urge you to work closely with our program staff and not to begin work on your project until appropriate contract conditions have been satisfied.

We look forward to working in partnership with you to expeditiously advance your project.

Congratulations,

Rose Harvey  
Commissioner

Albany, New York 12238  
518-474-0443 • Fax: 518-474-1365

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## **Wickwire Pool Renovation EPF Grant Budget**

\$915,000.00 - Based upon Ken Teeter 2012 engineering study  
\$10,000.00 - Profession services

-\$500,000.00 - NYSOPRHP EPF Grant

\$425,000.00

-\$100,000.00 - Dorm Authority Grant for Filters (T. Gallagher)  
-\$100,000.00 - 2013 Barbara Lifton funding for Wickwire Pool  
-\$ 22,174.00 - Wickwire Pool Trust Fund  
-\$ 5,000.00 - Pall Corp. - (pending)

\$197, 826.00 - City share of funding

### **TIME LINE:**

Grant Application Submitted - August 12, 2013

Grant Award Announcements - December 2013 - Early 2014

Bonding or City Share Funds needed - 2015

### **HOW DO WE BRIDGE THE GAP ???**

1. Budget Policy Adopted by City Council - Reserve
2. Cortland Community Foundation - \$25,000.00  
(Cornduck Derby)
3. Potential Donors - National Grid - \$25,000.00  
- Contento (mayor) - \$10,000.00  
- McDonald Foundation
4. Hire Fundraiser -
5. Mayor's Idea, Common Council, Mack Ideas ???
6. In-kind services match
7. Bond

## Wickwire Pool Trust Fund

<b>Date:</b>	<b>Deposit:</b>	<b>Donor:</b>	<b>Balance:</b>
11/18/08	\$ 100.00	Anonymous	\$ 100.00
11/31/08	\$ 200.00	Anonymous	\$ 300.00
12/04/09	\$ 100.00	Anonymous	\$ 400.00
01/28/11	\$ 200.00	Anonymous	\$ 600.00
10/18/11	\$ 200.00	Anonymous	\$ 800.00
12/16/11	\$ 2,184.06	Anonymous	\$ 2,984.06
08/27/12	\$ 100.00	Lubricants and Fuel Solutions	\$ 3,084.06
08/27/12	\$ 300.00	Rick & Rich Towing, LLC	\$ 3,384.06
08/27/12	\$ 200.00	1st National Bank of Dryden	\$ 3,584.06
08/27/12	\$ 100.00	Homer Men & Boys, Inc.	\$ 3,684.06
08/27/12	\$ 250.00	Shannon Terwilliger	\$ 3,934.06
08/27/12	\$ 100.00	Kennedy Hardwood	\$ 4,034.06
08/27/12	\$ 100.00	Darl Zehr Photography	\$ 4,134.06
08/27/12	\$ 500.00	Victoria & John Myers	\$ 4,634.06
08/27/12	\$ 200.00	CNY Power Sports	\$ 4,834.06
08/27/12	\$ 100.00	Fadden & Associates P. T., PLLC	\$ 4,934.06
08/27/12	\$ 100.00	Goldwyn & Boyland PT	\$ 5,034.06
08/27/12	\$ 50.00	John Bardsley Attorney at Law	\$ 5,084.06
08/27/12	\$ 100.00	CNY Office Products	\$ 5,184.06
08/27/12	\$ 220.00	Cash Donations	\$ 5,404.06
09/24/12	\$ 300.00	Kellogg Auto Supply	\$ 5,704.06
09/24/12	\$ 100.00	WXHC-fm Eves Broadcasting	\$ 5,804.06
09/24/12	\$ 100.00	Tanner-Ibbotson, Inc.	\$ 5,904.06
09/24/12	\$ 100.00	Thoma Development Consultants	\$ 6,004.06
09/24/12	\$ 200.00	Thomas & Lynn Meldrim	\$ 6,204.06
09/24/12	\$ 25.00	Uncle Louie's Backyard, LLC	\$ 6,229.06
10/18/12	\$ 500.00	The Siegle Foundation, Inc.	\$ 6,729.06
10/18/12	\$ 20.00	Marilyn E. Miller	\$ 6,749.06
10/18/12	\$ 250.00	Place Insurance	\$ 6,999.06
10/18/12	\$ 100.00	Don & Carol Reed	\$ 7,099.06
10/18/12	\$ 204.00	Youth Center Band Benefit Concert	\$ 7,303.06
10/18/12	\$ 180.00	Wickwire Pool Calendar Sales	\$ 7,483.06

10/18/12	\$ 67.00	Donation Bin Collections	\$ 7,550.06
11/16/12	\$ 100.00	Robert M. Shafer	\$ 7,650.06
11/16/12	\$ 100.00	Albany International Corp.	\$ 7,750.06
11/16/12	\$ 100.00	Cortland Wholesale Electric	\$ 7,850.06
12/10/12	\$ 2,000.00	Cortland Community Foundation	\$ 9,850.06
12/10/12	\$ 150.00	Lawrence J. Knickerbocker	\$ 10,000.06
12/10/12	\$ 200.00	Timothy Herman	\$ 10,200.06
12/10/12	\$ 100.00	Ashley Ellefson	\$ 10,300.06
12/10/12	\$ 50.00	Kenneth & Janet Vorstadt	\$ 10,350.06
01/07/13	\$ 500.00	Geoffrey Wickwire M.D.	\$ 10,850.06
01/07/13	\$ 100.00	Thomas Steele	\$ 10,950.06
01/07/13	\$ 100.00	Donald & Diane Chu	\$ 11,050.06
01/07/13	\$ 250.00	Kings Daughters	\$ 11,300.06
01/07/13	\$ 190.00	Calendar Sales	\$ 11,490.06
01/29/13	\$ 500.00	Mary L. Beiley	\$ 11,990.06
01/29/13	\$ 25.00	Kathleen Elliott-Birdsall	\$ 12,015.06
02/11/13	\$ 100.00	Brian Tobin	\$ 12,115.06
02/25/13	\$ 250.00	Matthew McSherry	\$ 12,365.06
02/25/13	\$ 100.00	Donald & Catherine Smith	\$ 12,465.06
02/25/13	\$ 50.00	Margareete Kabanuk	\$ 12,515.06
02/25/13	\$ 260.00	Calendar Sales	\$ 12,775.06
03/11/13	\$ 300.00	Sandra Ripic	\$ 13,075.06
03/11/13	\$ 100.00	Barbara Ryan	\$ 13,175.06
03/11/13	\$ 100.00	Matthew J. Dentes, DDS	\$ 13,275.06
03/11/13	\$ 100.00	Don & Linda Armstrong	\$ 13,375.06
03/11/13	\$ 50.00	Anthony & Nicole Stevens	\$ 13,425.06
04/03/13	\$ 100.00	Ashley & Bev Ellefson	\$ 13,525.06
04/03/13	\$ 100.00	Brix Pubaria c/o COM 350	\$ 13,625.06
04/22/13	\$ 257.23	SUNY Cortland COM350 Concert	\$ 13,882.29
04/22/13	\$ 100.00	Mary Lou Bordwell	\$ 13,982.29
04/22/13	\$ 83.00	Indulge	\$ 14,065.29
04/22/13	\$ 26.00	Logo This, Inc.	\$ 14,091.29
05/10/13	\$ 447.00	Crown City Rollerz	\$ 14,538.29
05/10/13	\$ 25.00	Jon Finkelstein	\$ 14,563.29

06/24/13	\$ 100.00	Maurice & Linda Meylan	\$ 14,663.29
06/24/13	\$ 100.00	Donald & Diane Chu	\$ 14,763.29
07/30/13	\$ 3,000.00	Pumpkin Fest	\$ 17,763.29
07/30/13	\$ 100.00	Kathryn Silliman	\$ 17,863.29
08/14/13	\$ 1,046.00	Hope Mob	\$ 18,909.29
08/14/13	\$ 25.00	Cicle Swift Lippitt	\$ 18,934.29
09/09/13	\$ 700.00	Minella Fanily	\$ 19,634.29
09/09/13	\$ 150.00	Fan Burd & Joyce Kicks	\$ 19,784.29
09/09/13	\$ 20.00	Chatherine Wilde	\$ 19,804.29
09/09/13	\$ 20.00	Maribeth McEwan	\$ 19,824.29
09/09/13	\$ 50.00	Michael & Sharon Stevens	\$ 19,874.29
09/24/13	\$ 100.00	Ralph & Margaret Rase TTEE	\$ 19,974.29
09/24/13	\$ 100.00	Ashley & Beverly Ellefson	\$ 20,074.29
10/07/13	\$ 100.00	Mary Congdon	\$ 20,174.29
10/07/13	\$ 605.00	Rescue Wickwire Softball Fundraiser -	\$ 20,779.29
10/07/13	\$ 775.00	CPD Bike Sale	\$ 21,554.29
10/31/13	\$ 100.00	Lawrence Knickerbocker Law	\$ 21,654.29
10/31/13	\$ 100.00	Dickys BBQ	\$ 21,754.29
11/25/13	\$ 100.00	Mary Lou Bordwell	\$ 21,854.29
12/09/13	\$ 100.00	Matthew Banazck	\$ 21,954.29
12/09/13	\$ 20.00	Susan Hardnick-Winston	\$ 21,974.29
12/09/13	\$ 100.00	Cash donation anonymous	\$ 22,074.29
12/31/13	\$ 100.00	Cicie & James Dore	\$ 22,174.29

**From:** Michelle Baker [<mailto:mcbaker@twcny.rr.com>]  
**Sent:** Thursday, January 02, 2014 4:44 PM  
**To:** 'mayor@cortland.org'  
**Subject:** Paint The Town Purple

Happy New Year, Mayor Tobin and City Council Members!

It is that time of year again, and the Paint The Town Purple Committee would like to ask you to once again proclaim the week of Sunday, April 27<sup>th</sup> - Saturday, May 4<sup>th</sup>, Paint The Town Purple (PTTP) week in Cortland. We would like permission to hang a banner across Main St. and are asking all of Cortland to decorate their places of work and their homes/neighborhoods in purple, to help raise awareness for the effect that cancer has on our community; and how the American Cancer Society's Relay For Life has helped and can continue to help our community.

We had a fantastic event last year, after a few kinks were worked out. Thank you for your support, and for the service of the wonderful police force that this city has. Not sure if you are aware, but they assisted us in finding owner's of vehicles that parked in the parking lot on Main St – even after the barriers were put up. However, that kind of thing should not be an issue this year, as we are going to collaborate with the Cortland Service Assoc. (the group that puts on the Corn Ducky Derby). They have invited us to join them in Suggett Park on Saturday, May 4<sup>th</sup> . . . we all believe that it will be a healthy alliance.

We look forward to another great Paint The Town Purple event in Cortland this year with your blessing. Please let us know if you would like us to attend a City Council meeting to present our event.

Thank you,  
The Paint The Town Purple Committee  
Michelle Baker 607-261-8452, [mcbaker@twcny.rr.com](mailto:mcbaker@twcny.rr.com)  
Sheryl Small 607-226-1746, [sherrylee1951@yahoo.com](mailto:sherrylee1951@yahoo.com)  
Tom Neugebauer 607-591-3567  
Tina Watkins 607-597-9422. [jtnw00@hotmail.com](mailto:jtnw00@hotmail.com)  
Jeanette Bushnell 607-597-9123 [bostonsux1107@yahoo.com](mailto:bostonsux1107@yahoo.com)  
Amy Osbeck 607-423-8494 [aosbeck@twcny.rr.com](mailto:aosbeck@twcny.rr.com)

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# QUOTE

**7890 Lehigh Crossing, Victor, New York 14564**  
 t. 1-800-653-6124 f. 607-387-3386

Number: FLTQ2570  
 Created: Dec 11, 2013  
 Expires: Jan 10, 2014

**Sold To:**

**City of Cortland**  
 David Stathis  
 City Hall  
 25 Court Street  
 Cortland, NY 13045

**Phone:** 607-758-8350

**Ship To:**

**City of Cortland**  
 David Stathis  
 City Hall  
 25 Court Street  
 Cortland, NY 13045

**Phone:** 607-758-8350

**Your Account Manager:**

**Rose Ketchum**  
 1 Union Street  
 Trumansburg, NY 14886

**Phone:** 607-387-7181

**Term:**  
 60 Months

**Billed:**  
 Monthly

## Hosted PBX & Internet - 5 year

Part Number	Description	Qty.	Unit Price	Ext. Price	Billing Cycle
<b>Equipment - City Hall / Fire Station 1 / Police</b>					
	Hosted PBX Equipment Lease	1	\$307.22	\$307.22	Monthly
12007400	NetVanta 6355 SIP Access Gateway with 24 Port PoE switch.				
1700595G1	(2) NetVanta 1234 PoE Switch				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA509G	(67) Cisco 12 Button IP Phone w/Display, PoE and PC Port				
SPA500DS	(7) 15 Button Digital Expansion Module				
CON-SBS-SVC1	(74) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(67) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(67) 14' CAT5 Patch Cable				
<b>Equipment - Department of Public Works</b>					
	Hosted PBX Equipment Lease	1	\$65.75	\$65.75	Monthly
12007400	NetVanta 6355 SIP Access Gateway with 24 Port PoE switch.				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA509G	(7) Cisco 12 Button IP Phone w/Display, PoE and PC Port				
CON-SBS-SVC1	(7) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(7) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(7) 14' CAT5 Patch Cable				
<b>Equipment - Water Works</b>					
	Hosted PBX Equipment Lease	1	\$85.62	\$85.62	Monthly
12007400	NetVanta 6355 SIP Access Gateway with 24 Port PoE switch.				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA509G	(13) Cisco 12 Button IP Phone w/Display, PoE and PC Port				
CON-SBS-SVC1	(13) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(13) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(13) 14' CAT5 Patch Cable				

**Equipment - Waste Water Plant**

	Hosted PBX Equipment Lease	1	\$46.33	\$46.33	Monthly
4200821G12-120	NetVanta 3448 SIP gateway				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA508G	(5) Cisco 8 Line IP Phone With Display, PoE and PC Port				
CON-SBS-SVC1	(5) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(5) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(5) 14' CAT5 Patch Cable				

**Equipment - Youth Bureau**

	Hosted PBX Equipment Lease	1	\$88.93	\$88.93	Monthly
12007400	NetVanta 6355 SIP Access Gateway with 24 Port PoE switch.				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA509G	(14) Cisco 12 Button IP Phone w/Display, PoE and PC Port				
CON-SBS-SVC1	(14) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(14) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(14) 14' CAT5 Patch Cable				

**Equipment - Fire Station 2**

	Hosted PBX Equipment Lease	1	\$40.05	\$40.05	Monthly
4200821G12-120	NetVanta 3448 SIP gateway				
GXT3-1000RT120	Liebert GXT3 1000VA 120V				
SPA508G	(3) Cisco 8 Line IP Phone With Display, PoE and PC Port				
CON-SBS-SVC1	(3) SBS 8x5xNBD 3yr Small Business Support Svc 1				
MISC-CAT5-7-PC	(3) 7' CAT5 Patch Cable				
MISC-CAT5-14-PC	(3) 14' CAT5 Patch Cable				

**Installation - All Sites**

	FLTG Installation Services	1	\$9,551.00	\$9,551.00	
HV-INSTALL-SYS	(7) Configuration and pre-test of IAD, telephones, and telephone profiles				
HV-INSTALL3-CPE	(7) Onsite router/switch Installation and testing				
HV-INSTALL-HAND	(108) Onsite handset installation and testing				
HV-TRAINING-ENDUSER	(7) End Users training of telephones and voicemail				

**Services - All Sites**

ISP-D-5	Dedicated Internet Access - 5mb <i>DIA service is provisioned with a block of 5 static IPs</i>	1	\$375.00	\$375.00	Monthly
MetroE Point to Point	MetroE Point to Point - 3mb	6	\$250.00	\$1,500.00	Monthly
HV-MSF-51+	Hosted Voice Managed Service Fee 51+ Users	1	\$325.00	\$325.00	Monthly
HV-AA-PRM	Hosted Voice Premium Auto Attendant	7	\$6.99	\$48.93	Monthly
DID-100	Direct Inward Dialing block of 100 Numbers	1	\$20.00	\$20.00	Monthly
HV-EHNCD-SP	Hosted Voice Enhanced Service Pack - usage at \$0.01/min for local and \$0.05/min for long distance	40	\$19.00	\$760.00	Monthly
HV-STDN-SP	Hosted Voice Standard Service Pack - usage at \$0.01/min for local and \$0.05/min for long distance	68	\$14.00	\$952.00	Monthly
FLTG-RESELL-COPPER	Copper POTS Line	14	\$35.00	\$490.00	Monthly

Customer is responsible for easements into buildings.  
 Demarcation point is assumed to be 20 feet into building from building entry point.  
 Subject to Finger Lakes Technologies Group general Master Facilities Agreement.  
 The above quote may require a site survey prior to order execution.  
 Pricing assumes that the entire bundle of services is being purchased.  
 Business Class does not include static IP addresses.  
 Customer is responsible for all PBX, reverse DNS, wireless network, data network and firewall configurations.  
 Additional equipment needed for networks to operate will be quoted separately.

Deposit Required: \$0.00  
 Recurring Charges: \$5,104.83  
 One Time Charges: \$9,551.00  
 S & H: \$0.00

**Est. First Bill: \$14,655.83**

THIS DOES NOT INCLUDE ANY TAXES, SURCHARGES OR USAGE.  
 THESE FEES/CHARGES WILL BE REFLECTED UPON THE FIRST MONTHS BILL

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Terms and Conditions

TO VIEW CURRENT TERMS AND CONDITIONS SEE THE FOLLOWING WEB SITE:  
<http://www.flng.com/termsandconditions>

AGENDA ITEM #5

Jurisdiction: City of Cortland  
Jurisdictional Class: Competitive  
Adopted: 10/17/00

ORIGINAL 10/17/2000

**FINANCE AND ADMINISTRATION ASSISTANT**

**DISTINGUISHING FEATURES OF THE CLASS:**

~~This is an administrative position in which the incumbent is responsible for assisting the Director and the Deputy Director of Finance and Administration with maintenance of a variety of mandated fiscal accounts/records for the City of Cortland. Additionally, the incumbent participates in and assists in a confidential manner to the Director and to the Deputy Director of Finance and Administration in labor negotiations. The work is performed under the general supervision of the Director of Finance and Administration with leeway allowed for independent judgment. Supervision is exercised over subordinate staff. Does related work as required.~~

**TYPICAL WORK ACTIVITIES:** (Illustrative only)

~~Assists the Director and/or Deputy Director of Finance and Administration in the preparation and analysis of economic issues in labor negotiations;~~  
~~Provides confidential administrative support to Director and Deputy Director of Finance and Administration for labor negotiation, Community Development Loan Committee, day-to-day operations of the department/City and/or special projects;~~  
~~Oversees, supervises and participates on the collection and enforcement of City/County Real Property Taxes, Delinquent School Taxes and the Cortland City Traffic Bureau;~~  
~~Oversees collection of all accounts receivable for city departments; the general fund~~  
~~Provides a monthly analysis of a variety of accounts and funds;~~  
~~Participates in recommending and implementing policies and procedures;~~  
~~Supervises and participates in the posting to journal or ledger accounts from appropriation, expense, invoice, payroll receipts, voucher records and other original entry material;~~  
~~Verifies and reconciles various accounts;~~  
~~Assists in the preparation of the City's annual budget;~~  
~~Supervises departmental activities and personnel in absence of Deputy Director of Finance and Administration;~~  
~~Assists in the preparation of the City/County tax roles.~~

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND CHARACTERISTICS:**

Good knowledge of modern methods used in maintaining and checking financial accounts and records; good knowledge of agency policies and procedures; good knowledge of business arithmetic and English; ability to follow oral and written instructions, ability to make arithmetic computations rapidly and accurately; ability to plan and supervise others; ability to establish and maintain effective working relationships; good judgment; initiative and resourcefulness; physical condition commensurate with the demands of the position.

Continued on back

## FINANCE AND ADMINISTRATION ASSISTANT

Page 2

### MINIMUM QUALIFICATIONS:

- A. Graduation from a NYS registered two year college with an associate's degree in accounting or a closely related field and two years of full time paid experience primarily involving the maintenance of financial accounts and records, 6 months of which shall have been in a supervisory capacity; OR
- B. Graduation from high school or possession of a NYS equivalency diploma and four years of full time paid experience primarily involving the maintenance of financial accounts and records, 6 months of which shall have been in a supervisory capacity; OR
- C. An equivalent combination of training and experience as defined by the limits of A and B above.

REVISED 1/30/13

**Mack Cook**

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**From:** Lori Crompton <lcrompton@cortland.org>  
**Sent:** Thursday, January 30, 2014 4:42 PM  
**To:** Mack Cook  
**Subject:** Senior Account Clerk 1-30-14

Jurisdiction: Cortland County  
Jurisdictional Class: Competitive  
Adopted:

**FINANCE AND ADMINISTRATION ASSISTANT**

**DISTINGUISHING FEATURES OF THE CLASS:**

The work involves responsibility for the independent performance of moderately difficult financial accounts and records maintenance. The work may require decision making as to methods to be used and classification of records and accounts. The incumbent is responsible for entering and retrieving information using computer database/spreadsheet software. This position differs from Account Clerk in that duties are more complex and represent a higher level of responsibility and independent judgement in the performance of work assignments. This position differs from that of Principal Account Clerk in that this position does not involve the extent of independent judgement and complexity of tasks. The work is performed under the general supervision of the Deputy Director. Although the incumbent may train lower level clerical workers, supervision need not be a responsibility of this position. Does related work as required.

**TYPICAL WORK ACTIVITIES:** (Illustrative only)

- Participates in the collection and enforcement of City/County Real Property Taxes and delinquent School Taxes and Cortland City Traffic Bureau;
- Participates in collection of all Accounts Receivable for City Departments;
- Reviews a variety of financial documents, classifies them and distributes items into a variety of accounts according to prescribed procedures and policies;
- Posts figures to appropriate accounts, makes all necessary adjustments in balances and verifies and reconciles balances;
- Prepares Funds for deposit into book accounts and reconciles accounts;
- Contacts clients, vendors or other agencies to obtain additional information;
- Provides information orally or in writing in response to inquiries on status of accounts;
- Processes, sorts, indexes, records and files a variety of control records and reports;
- Operates calculator, peripheral computer equipment and other office equipment;
- Assist in the preparation of the City/County Tax Roll;
- Assists the Director and Deputy Director as needed.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

- Good knowledge of modern methods used in keeping and checking financial accounts and records, including computer financial software;
- Good knowledge of modern office terminology, procedures, equipment and business English;

Ability to make complex arithmetic computations involving fractions, decimals and percentage accurately;

Ability to operate a personal computer and utilize common office software programs including word processing, spreadsheet and databases at an acceptable rate of accuracy and speed;

Ability to organize and maintain accurate records and files;

**SENIOR ACCOUNT CLERK** – contd.

2

Ability to analyze and organize data and prepare records and reports;

Ability to understand and interpret complex oral instructions and/or written directions;

Ability to establish and maintain effective working relationships with others;

Ability to perform close, detail work involving considerable visual effort and concentration;

Ability to communicate effectively, both orally and in writing;

Physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** Either

- (a) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with an Associate's degree or higher in accounting, mathematics, business administration or closely related field; or
- (b) Graduation from high school or possession of a high school equivalency diploma and two (2) years of experience maintaining financial accounts and records; or
- (c) An equivalent combination of training and experience as defined by the limits of (a) and (b).

**NOTE:** Successful completion of coursework in accounting, business administration, or closely related field at a regionally accredited college or university, or one accredited by the New York State Board of Regents to grant degrees, may be substituted for the required experience with three semester credit hours of related coursework, as indicated above, being equivalent to three months of experience.

# ITEM 5

## Bill and Payment Processing

- Property Tax
- Water and Sewer

## Property Tax

### In-house options

- Continue under current model
  - Full Time position
  - County printing
  - City sorting and mailing
  - Check or cash payments
- Part Time position
  - Full time during the two "tax seasons"
  - Part time during offseason to assist Lori and infill staff vacations
  - County printing
  - City sorting and mailing
  - Check or cash payments
- "Lock Box"/Part time
  - Check, Credit Card, Cash payments at off-site locations i.e. designated bank
  - Part time employee to process reported payments
  - County printing
  - City sorting and mailing
- Outsourced/Part time
  - Outsources functions
    - Printing
    - Sorting
    - Electronic file to escrow banks
    - Mailing
    - Credit Cards, Electronic Checks, Direct bank drafts
    - Pre-paid installments
  - In-house function
    - Check and cash payments made at City Hall
    - Process reported receipts CC, Electronic Check and Direct bank drafts

### County-Wide uniformed Assessment, Property Tax Administration, Appeal and In-Rem

- Evaluation funding thru EG program



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

## 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



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

January 22, 2014

City of Cortland Common Council Members  
25 Court Street  
Cortland, New York 13045

Dear Common Council Members:

At your most recent Common Council meeting you were given a presentation by the Bailey Place Insurance Agency relative to general municipal liability insurance and police liability insurance. The purpose of this letter is to explain the need for the police liability insurance from the Police Department's perspective. The City of Cortland did maintain police liability insurance until several years ago when it was dropped for some unknown reason. This occurred prior to my becoming the Chief of Police in 2009. It is my strong position that this liability insurance be resumed as soon as possible.

Police Departments in any municipal environment run the highest risk for potential liability claims and responsibilities just by virtue of the service we provide. Police Departments and their officers come into constant conflicts with other members of society and are the only municipal employees who have the authority to restrict or cease a citizen's liberties as determined by the Constitution of both the United States and the state of New York. Police Officers are armed with weapons that can cause injury or death and have the authority to justifiably use such tools to cause such action. We routinely deal with high liability issues such as use of physical force situations, vehicle pursuits, prisoner custody and confinement, high risk warrant execution and tactical team deployment, infectious disease exposure, search and seizure, and civil unrest to name a few. A liability claim in this realm is unfortunately inevitable.

Our Police Department has been blessed with competent, highly skilled and highly trained personnel who dispense their job duties in a professional manner. We have dodged the proverbial "bullet" with liability claims these last several years because of such personnel and with a little bit of luck. I do not wish to depend on luck any longer. We have seen the slow growth of more serious crimes being committed in our city over the years, just as almost every other municipality has in our state, and we cannot put our city's financial future at risk any longer.

I strongly urge you to consider and to adopt police liability insurance for the City of Cortland as we have been playing with fire for a bit too long now.

Sincerely,

A handwritten signature in cursive script, appearing to read "Frank Catalano".

Chief Catalano

FMC/dlf

CC: Mr. Mack Cook, Director Finance/Administration  
file  
Police Commission

## Mack Cook

---

**From:** Mack Cook  
**Sent:** Thursday, January 23, 2014 12:48 PM  
**To:** Brian Tobin; ward1 (ward1@cortland.org); ward2 (ward2@cortland.org); ward3 (ward3@cortland.org); ward4 (ward4@cortland.org); ward5; ward6 (ward6@cortland.org); ward7 (ward7@cortland.org); ward8 (ward8@cortland.org)  
**Cc:** Chief F. Michael Catalano; Stephen Franco (Franco@baileyplace.com); lawdept; Ray Parker  
**Subject:** Police Liability Insurance  
**Attachments:** Police Liability in Landlord Tenant situations..pdf

Mayor and Members of Common Council.

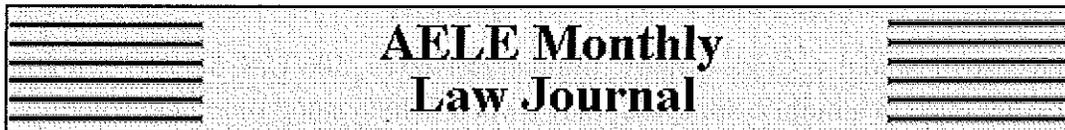
During the last 24 months we have been looking at the cost vs. risk of police liability insurance. In this process we have identified those activities within the Police Department that could rise to liability exposure such as:

- Search and seizure
- Excessive force
- Accidents involving police vehicles and the important subset issue of high speed pursuit
- False Arrest

Chief Catalano is far better suited than I to address and provide detail information on each of the above for your consideration. However one issue inherent in the demographics of the City did identify an aspect that is usually not associated with traditional causes.

As we researched the City's risk exposure we also focused on those unique characteristics of the City that could contribute to unique risk factors. One such issue is that in 2012 approximately 56.2 % of the City's 7,995 housing units (including apartments) are rentals. Of the 1,187 housing markets in New York State recognized in the 2010 census, the City ranks 1,157 in the number of owner occupied homes (43.8%) County-wide the owner occupied percentage is 66.2 %, the State-wide percentage is 48.1%, and the national average is 57.6%. Although the owner occupied/renter ratio is used for variety of other civic purposes, the number of rental units within a municipality is not often viewed as a common cause of police liability. However in Cortland the high number of tenant occupied housing makes the City vulnerable to an unique liability risk.

Attached is a research paper which discusses the potential liability issues that arise from police involvement in landlord/tenants disputes. To summarize; the court cases examined in the article identify risk exposures rooted in potential violations of a tenant's right to "possessory interest in property" per the 4<sup>th</sup> and 14<sup>th</sup> Amendments; claims of false arrest; claims of illegal searches; claims of illegal seizure of property; and claims of violation of privacy rights. As illustrated in the attachment, courts have been reluctant to dismiss claims against cities arising out of landlord/tenant disputes resulting in a costly defense and eventual adverse rulings.



*Cite as:* 2009 (6) AELE Mo. L. J. 101

ISSN 1935-0007

Civil Liability Law Section – June 2009

## **Landlords, Tenants, and Police Civil Liability**

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### **1. Introduction**

The relationship between landlords and tenants is often a volatile one, with disputes arising over a wide variety of issues, including money, the condition of the premises (and whose fault any defects are), the presence of pets (authorized or not), landlord entry into the rented premises, noise, the number of persons living in the apartment, lead paint, safety hazards, crime and drug or gang activity on and near the premises, and of course, eviction and tenant lockouts, both legal and illegal. On occasion, police officers are summoned to a rented premises by either a landlord (or their agent) or a tenant (or both). Sometimes the officers have arrived on the scene in response to a complaint by a third person about a noisy or violent disturbance between landlord and tenant.

Disputes arising from the landlord-tenant relationship literally “hit home,” and can get emotional, with the resolution sometimes determining whether the tenant will continue to have a place to live or access to their possessions, or whether the landlord will receive the rent which is the basis of his or her livelihood and the ability to pay for and maintain the building. Frequently, officers are asked by one of the parties to take action, sometimes without knowledge of the origin of the dispute or some of the essential facts.

This article takes a brief look at some of the cases in which police officers or agencies faced possible civil liability for their response to such disputes. It does not pretend to summarize landlord-tenant law, which may vary vastly between jurisdictions in its particulars. At the conclusion, there are a few useful resources listed.

## 2. Landlords, Tenants, and Police Civil Liability

The case of Soldal v. Cook County, Illinois, #91-6516, 506 U.S. 56 (1992) involved a family that lived in a mobile home that they owned, which stood on rented land in a trailer park. While formal eviction proceedings were pending, the owners of the land and their agent proceeded to forcibly evict the tenants.

At the request of the landlord's agent, deputies from the Sheriff's Department were there at the eviction. The family claimed that the deputies knew that the eviction was illegal and that there was no eviction order from a court, but that they refused to take their complaint for criminal trespass or interfere with the eviction process. They allegedly told the family that it was "between the landlord and the tenant."

A state court judge in the pending eviction case ruled that the eviction was improper, and the family's trailer, which was damaged during the incident, was taken back to the park. The family filed a federal civil rights lawsuit, claiming that the property owner and its agent conspired with the deputies to carry out the unreasonable seizure and removal of their mobile home, in violation of their Fourth and Fourteenth Amendment rights.

A unanimous U.S. Supreme Court ruled that the seizure and removal of the mobile home "implicated" the family's Fourth Amendment rights. A seizure of property, for Fourth Amendment purposes, the Court noted, happens when there is any "meaningful interference" with the owner's "possessory interests in that property." Property is protected against such seizures being carried out unreasonably even when no privacy or liberty is involved, and even when no "search" has been carried out.

The officers' presence during the illegal eviction together with their inaction, could, therefore, violate Fourth Amendment rights and lead to civil liability. Repossessions or attachments of property, if they involve entering a home, intruding on the resident's privacy, or interfering with their liberty, also "implicate" the Fourth Amendment. The Court rejected the argument that its ruling would lead to a "new wave of litigation" in federal courts.

Many such seizures, the Court reasoned, would be found constitutional under a "reasonableness" standard. The Court also stated that "police will not often choose to further an enterprise knowing that it is contrary to state law."

In a later case in which officers assisted a landlord in a dispute with a tenant, the court found that they were not entitled to qualified immunity on a false arrest claim. In Radvansky v. Olmsted Falls, #03-3798, 395 F.3d 291 (6<sup>th</sup> Cir. 2005), police arrested a man

for burglary of a home. The arrestee had been living as a tenant at that residence, but had a dispute with his landlord. The landlord had previously called the police department after the tenant left for Florida for a period of time. He told police that the tenant owed him \$100 in rent and that the tenant still had keys. The landlord was advised that he could simply change the locks and lock the tenant out, which was incorrect under state law, which required the use of legal process to evict a tenant.

When the tenant returned, and found a note indicating that the locks had been changed, he broke in for the purpose of retrieving some of his property, including his guns. Officers placed him under arrest, despite his possession of the note, which allegedly made it clear that he was a tenant at the house and had been locked out by the landlord over a rent dispute. The officers found his driver's license, which gave the house as his residence, and one of the officers ran his social security number and a dispatcher responded with the house's address as the arrestee's residence. The officers allegedly refused to look at the landlord's note, which the arrestee claimed made it clear that he was a renter at the home.

The burglary charges were later dropped after the arrestee entered an agreement to pay the landlord \$400 in restitution. He then sued the officers for violation of civil rights and false arrest.

A federal appeals court found that there was a genuine dispute of material fact that would permit a reasonable jury to find that the officers lacked probable cause to arrest the plaintiff for burglary. Under the terms of a rental agreement, a tenant is entitled to entry and use of the premises, and cannot be a trespasser, a necessary element of burglary.

State law expressly forbids "self-help" evictions of tenants by landlords. His tenancy was therefore only ended if he had vacated the apartment of his own accord, abandoning the tenancy. In this case, the evidence showed, viewed in the most favorable light, that the plaintiff had paid most of the rent for that month, and was using the residence at that time to house his personal possessions, clothing and furniture, making him a current tenant with the right to enter and occupy the premises, who could not, therefore, be found liable for either criminal trespass or burglary.

In this case, a reasonable jury could find that the officers relied solely on the landlord's representations concerning the plaintiff and his status as a "burglar," and ignored substantial exculpatory evidence, including their own prior knowledge of the existence of a dispute between the tenant and landlord, and his valid driver's license giving the house as his address.

Following a trial, however, a jury resolved the factual disputes in favor of the officers, determining that they had probable cause for the arrest after all. The appeals court upheld

that result on further appeal. Radvansky v. City of Olmsted Falls, #06-3357, 496 F.3<sup>rd</sup> 609 (6<sup>th</sup> Cir. 2007). While the officers ultimately prevailed, it was not until after a complicated litigation process.

There may be emergency circumstances where the law authorizes the removal of a tenant from premises without the usual court-based eviction process. In one such case, the court ruled that city code enforcement officers were not liable for federal civil rights violations for evicting two elderly residents from their home without a pre-eviction hearing. The officers had the legal authority to issue emergency vacate orders, and had grounds to do so in light of the residents keeping 33 dogs and four birds in the two bedroom house, which was allegedly in an unsanitary condition. Sell v. City of Columbus, #03-4654, 127 Fed. Appx. 754 (Unpub. 6<sup>th</sup> Cir. 2005).

Other surrounding circumstances may also have an impact on the reasonableness of an officer's actions in a landlord-tenant dispute. In White v. City of Markham, #01-2034, 310 F.3d 989 (7<sup>th</sup> Cir. 2002), the court reasoned that even if an officer "seized" a tenant in ordering him to vacate his home upon threat of arrest after a landlord told the officer that he wanted the individual removed, the seizure was reasonable under circumstances where the tenant had no written lease and did not pay rent, the house was under construction at the time, and the level of the dispute between the landlord and tenant was serious enough that the tenant had called the police. Even if the officer acted unreasonably, however, he was entitled to qualified immunity.

What about when the shoe is on the other foot, i.e., the landlord seeks but is refused an officer's assistance? In Trask v. City of Chicago, #06-4237, 2007 U.S. App. Lexis 21051 (Unpub. 7<sup>th</sup> Cir.), a federal appeals court ruled that a landlord's rights were not violated by the alleged refusal of police officers to enforce a court order she obtained to oust a squatter from her property. The landlord did not show that she was legally entitled to police assistance in enforcing an eviction order issued by the courts, and she could not show a violation of equal protection, as there was no claim that the officers refused to carry out the eviction on the basis of her race or gender.

Sometimes particular persons may not have the type of possessory interest in a premises to qualify as tenants as defined by state law. In Thomas v. Cohen, #05-5072, 453 F. 3<sup>rd</sup> 657 (6<sup>th</sup> Cir. 2006), the court found that three homeless women, evicted from a homeless shelter by police without legal process at the request of the shelter's director were not "tenants" under Kentucky law. They had no property interest in the premises, and, therefore, the officers' actions did not violate their due process rights. This was the case even though the women asserted that they paid rent, since a state statute governing tenants' rights expressly excluded residence at an institution, public or private, if incidental to

detention or the provision of medical, geriatric, educational counseling, religious, or similar service.

The shelter's programs were designed to help homeless women become financially independent members of mainstream society, the appeals court stated, and the plaintiffs resided there only as a result of their participation in the shelter's programs. The environment at the shelter and its location in a residential neighborhood did not diminish the "primary social services character" of the shelter. The shelter did not provide housing to the general public who would not participate in, or benefit from, its primary social service program, the court concluded.

The fact that a landlord-tenant dispute may be present does not alter the applicability of general criminal law. Police can proceed to make arrests for criminal acts of violence, theft of property, trespass, and other crimes, given the proper circumstances, and based, at times, simply on a complaint from a purported victim, including a landlord or tenant. In Fielding v. Tollaksen, #06-5393, 2007 U.S. App. Lexis 28939 (Unpub. 2nd Cir.), police officers who arrested a tenant on the basis of signed complaints from landlords had probable cause for the arrest, and were properly granted qualified immunity. Prosecutors in the case were entitled to absolute prosecutorial immunity, and the landlords, who were private persons, did not act under color of state law, so they could not be defendants in a federal civil rights lawsuit.

Similarly, on search and seizure issues involving law enforcement access to a premises, the power to consent or object depends on who has privacy rights. In Vincennes v. Emmons, #42S02-0504-CV-131, 817 N.E. 2<sup>nd</sup> 155 (Ind. 2006), the court stated that a city's ordinance authorizing warrantless inspections of rental units unless tenants object did not violate the constitutional rights of landlords, as landlords had no reasonable expectation of privacy in units rented to either residential or commercial tenants. In instances where the landlords are themselves the tenants, the ordinance would be interpreted as also requiring their consent or a warrant.

In Harvey v. Plains Township, #04-1148, 421 F. 3rd 185 (3d Cir. 2005), the court held that a police officer who ordered a landlord to open a door to an apartment so that a woman's ex-boyfriend could retrieve his possessions was not entitled to qualified immunity on a woman's claim that he violated her Fourth Amendment rights by becoming actively involved in an ex parte private repossession.

In this case, after a woman's relationship with her boyfriend deteriorated, she obtained an order of protection granting her exclusive right of possession of their apartment. Pursuant to that order, the boyfriend was required to immediately retrieve all of his

belongings. The trial court denied a request that he be allowed to return to pick up furnishings and other items that would be difficult to remove during his first trip.

The man's attorney sent a letter to the woman informing her that he would go to the apartment at a particular time to retrieve his remaining belongings. A copy of the letter was sent to the woman's landlord and to the local police department. A police officer was sent to the apartment at the time designated in the letter in order to "keep the peace" at the repossession, and the landlord was also present at that time. The woman, who claimed never to have received the letter, was not there.

The officer allegedly directed the landlord to unlock the door so that the man could retrieve his property. After this was done, and when the woman returned, she found the apartment in "disarray," and claimed that many items were missing, including some not included in the ex-boyfriend's list of his property.

On appeal, the federal appeals court reversed the summary judgment in favor of the officer, holding that a police officer actively involved in an ex parte private repossession of property may be engaged in state action in violation of the Fourth Amendment. It agreed, however, that the landlord, who opened the door at the direction of the officer, was not engaged in state action, and upheld the result as to the remaining defendants.

The appeals court rejected the officer's argument that his conduct was not state action and that he was "merely" present at a private repossession. There was evidence, including the testimony of the landlord, that the officer directed the opening of the door, and that she never would have opened it without the officer's instructions. If this was true, the officer played a "principal role" in the entry and seizure of the property, and a reasonable jury could conclude that he used his public authority to help the ex-boyfriend gain entry and take the property from the apartment. The record supported a finding that he was not a "mere spectator."

Additionally, the law was "unquestionably clear" at the date of the incident, September 1999, that the Fourth Amendment prohibited unreasonable searches and seizures of a person's home by the police without a warrant. The court also found that if the officer concluded that the woman had consented to the repossession merely on the basis of a copy of the letter, to which the woman did not respond (and which she claimed she never got) that was not reasonable. "A reasonable officer at least would have refused to assist with opening the door until he was satisfied that consent was given."

In some instances, cities have attempted to make use of the landlord-tenant relationship for crime control and prevention purposes. In one case, however, the court found that the city had gone too far. In Cook v. City of Buena Park, #G031326, 2005 Cal. App. Lexis 105

(Cal. 4th App. Dist. January 28, 2005), the court ruled that a city's ordinance requiring a landlord to institute eviction proceedings against a tenant when the chief of police has a suspicion that the tenant engaged in or permitted illegal drug or gang activity was an unconstitutional violation of procedural due process rights.

The case involved a landlord who filed a lawsuit challenging a city ordinance which requires the commencement of eviction proceedings against “all occupants” of a rental unit when the chief of police suspects that the tenant has engaged in or permitted illegal drug activity, gang-related crime, or a drug-related nuisance in or near the rented property.

The court found that the ordinance exposed landlords to a “substantial risk” of the erroneous deprivation of property rights through compelled eviction litigation, unwarranted fines and penalties, and counter-suits by tenants, violating procedural due process.

The court found that the ordinance's procedures were “constitutionally infirm” in three ways. First, in that the notice requiring the landlord to institute the eviction proceedings provided landlords with insufficient information to successfully prosecute such a case. Second, the ten-day period stated within which the landlord is required to begin the eviction proceedings was found to be too short. And finally, the ordinance improperly required the landlord to prevail in the eviction action or else face fines, penalties, a lien on his or her property, or even punishment for a misdemeanor offense.

The plaintiff landlord had rented an apartment to an individual, and after three years of tenancy, city police cited the tenant's roommate for possession of drug paraphernalia. The roommate subsequently participated in a drug treatment diversion program under the terms of which his plea of guilty is not considered a criminal conviction “for any purpose.” Following that, the landlord received a letter from the city's police chief giving him ten business days to institute eviction proceedings against the tenant, and to “diligently prosecute” the eviction, as required by the city's ordinance, the “Narcotics and Gang-Related Crime Eviction Program.”

The landlord appealed the notice to the city manager within ten days of receiving it, as provided by the notice. The city manager denied the landlord's appeal, and the landlord filed suit in state court challenging the constitutionality of the ordinance.

In upholding the injunction against the enforcement of the ordinance, the appeals court acknowledged both the landlord's important property interests in collecting rent, and the city's interest in combating criminal activity, especially drug and gang related crimes.

But in this case, the court found, the notices required to be sent did not contain enough specific information to aid the landlord in the eviction action, but instead only the alleged

offender's identity, apartment number, and the mere dates and times of the alleged criminal activity or arrest.

The court stated that it was not suggesting that due process required that the city's allegation of illegal conduct had to be documented by the observations of a law enforcement officer, but "rather, the documented observations of any witness willing to testify, such as a neighbor or an informant, would supply probable cause for the landlord's unlawful detainer action and give the landlord a chance at success in the action."

The ten-day time period in which to initiate the eviction proceeding was "not nearly enough time" for the landlord to "bolster his evidence" or otherwise investigate the matter and develop his case.

Further, under the ordinance, if the landlord fails to prevail in the eviction action, even if this is the result of "inadequate documentation" provided by the city, the penalties under the ordinance included fines of up to \$500, misdemeanor punishment for a fourth violation, and a lien against the property and a civil penalty if court action is required to enforce the ordinance.

The court rejected the city's defense of its procedures, which was based on the fact that the landlord is allowed to appeal to the city manager the police chief's determination that the ordinance applies. "But the ordinance provides no guidance to the city manager regarding the adequacy of the police chief's notice and, in any event, the landlord who does not succeed in a court of law would take little comfort from the city manager's contrary assessment of the merits."

A concurring opinion by one judge on the three judge panel agreed that the ordinance violated procedural due process but he expressed his misgivings that the ordinance might also suffer from "other, more fundamental" constitutional problems, including "its sweeping requirement that all occupants of the premises must be evicted for the sins of one, its disparate treatment of property owners and renters (our record reflects no nuisance abatement efforts against the owners of property for similar crimes), and the Damoclean substantive due process issue which hangs over this statutory scheme."

Other cases of interest include:

Grimm v. Sweeney, #01-431, 249 F. Supp. 2d 571 (E.D. Pa. 2003), in which a fire chief was held entitled to qualified immunity for issuing a citation against the owner of rental properties for refusal to consent to a warrantless inspection of tenants' apartments. The alleged right of the owner, under the Fourth Amendment, to refuse to consent to the warrantless inspection intended to protect the tenants' safety, was not clearly established,

so that a reasonable building or fire code enforcement official could have believed that the landlord had no right to refuse entry, so that he could be cited for obstructing access.

\* Loudes v. City of Minneapolis, Minn., #00-1210, 233 F.3d 1109 (8th Cir. 2000), finding that an officer was not liable for the detention of a landlord, which allegedly caused his collapse because he needed access to his oxygen and medical equipment to prevent reoccurrence of a recent stroke, when the officer had no information concerning the landlord's medical condition when she detained him while attempting to resolve a landlord-tenant dispute over tenant property.

\* Ryan v. Mary Immaculate Queen, #98-3849, 188 F.3d 857 (7th Cir. 1999), ruling that apartment tenants had standing to challenge an allegedly unconstitutional search of a rented premises when their landlord, who wanted to evict the tenants, did not have a valid order granting him exclusive possession at the time deputy sheriffs allegedly engaged in a search.

\* Kalmas v. Wagner, #64206-1, 943 P.2d 1369 (Wash. 1997), stating that a deputy sheriff's brief, invited entry into the tenants' residence to assist a landlord's agent in showing the premises to potential new tenant, even if it constituted a search, was reasonable, based on the deputy's "community caretaking" function. The deputy acted with a motive to keep the peace in a dispute between tenant and landlord.

\* Osipova v. Dinkins, #92 Civ. 8959, 907 F. Supp. 94 (S.D.N.Y. 1995), concluding that a police officer was entitled to qualified immunity for a warrantless entry into an apartment when the landlord told him that water was leaking into the premises below, interfering with the provision of heat and hot water for whole building.

\* Craig v. Krzeminski, #88-159764 F. Supp. 248 (D. Conn. 1991), in which a mere denial by a landlord that he had harassed a tenant did not eliminate the officer's probable cause to arrest him based on the tenant's complaint.

In summary, some points to remember:

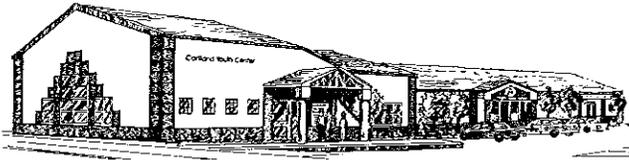
- Do not carry out or aid in carrying out an eviction unless there is a verifiable court order. Doing so without an order may be a Fourth Amendment violation. Even when a lease states that a landlord has the right to "retake" the premises under certain conditions, almost every jurisdiction requires legal process and an eviction order.
- There are some particular rules that apply to Section 8 federally subsidized housing concerning evictions, drug activities in the rented premises, etc. Before taking any action, you may want to check with the local agency administering the program concerning how these apply.

- When officers respond to a complaint about the presence of a trespasser, they should inquire as to the reason the person is there. The answer to that question may provide probable grounds for an arrest. Many laws concerning trespass, however, require that, prior to an arrest, a person is asked to leave and is given an opportunity to comply. Make sure officers are familiar with state statutes and/or local ordinances bearing on this question.
- It is not the job of an officer to resolve landlord tenant disputes. Whether the rent was fully paid, or whether the landlord broke a promise to paint the living room, are civil disputes, and the parties can be reminded that there are courts to resolve those disputes. Officers can, of course, stand by while landlord-tenant disputes are going on, but should not take part on either side. They may, of course, take appropriate action if an offense occurs.
- In emergency situations, such as indications of a person in danger or distress, officers can make warrantless entry into premises without consent,

### 3. Resources

The following are some online resources related to the topic of this article. Inclusion does not necessarily imply agreement with the views expressed.

- City of Chicago Residential Landlord and Tenant Ordinance.
- City of Philadelphia, Pa, Police Department Citizen Information Bulletin on Landlord-Tenant Disputes.
- New York Police Department Patrol Guide Procedure No. 117-11, Illegal Evictions.
- Website of the International Crime Free Association, an organization working to keep illegal activity off rental property.
- Police Response in Illegal Eviction and Other Tenant/Landlord Situations.  
Excerpted From:  
Vermont State Police Training Bulletin 93-1.
- Basalt, Colorado Police Department page on landlord-tenant disputes.
- Suffolk County, N.Y. Police Order Number 88-19 Willful Eviction Violations.
- Description of Hollywood, Florida Police Department's Landlord Workshop.



# CORTLAND YOUTH BUREAU

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35 Pont Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023 • [www.cortland.org](http://www.cortland.org)

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TO: Mayor Tobin  
Mack Cook, Director of Administration and Finance  
Lori Crompton, Finance Department  
Callie Doyle

FROM: John McNerney - Youth Bureau Director

RE: Donation

DATE: January 27, 2014

The Cortland Youth Bureau 50<sup>th</sup> Annual Spelling Bee will be held during the months of January and February. See the attached flyer for details on the popular event which is sponsored by First Niagara Bank. Enclosed find the First Niagara Bank sponsorship check of \$1,000.00.

Please deposit into the following budget line outlined below.

<u>DONATION</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>BUDGET LINE</u>
First Niagara Bank	\$1,000.00	30-70183320	7550.5405-Celebration

This years finals are schedule for February 26<sup>th</sup> starting at 9:30am at CHS. Feel free to call me with any questions or concerns at 753-3021 ext. 23.



# 50th Anniversary of the Annual Spelling Bee

For all Cortland County 7th & 8th graders

**Written Phase**  
**January 29th at 3:30**  
**Cortland High School**

Words will be printed in the Cortland  
Standard the week of January 20th

**Semi-Finals**  
**February 12th**  
**Homer High School**

**Win a iPad!**  
Written phase participants may  
enter a raffle to win a iPad

**Final Round**  
**February 26th**  
**Cortland High School**

**Winner will receive a laptop computer or \$1,000 Savings Bond**

Sponsored by First Niagara Bank and the Cortland Youth Bureau  
Call the Cortland Youth Bureau with any questions 753-3021 or email [mcnerney@cortland.org](mailto:mcnerney@cortland.org)



January 13, 2014

Mr. John McNerney  
Cortland Youth Bureau  
35 Port Watson Street  
Cortland, NY 13045

Dear John:

On behalf of all of us at First Niagara, I am pleased to provide Cortland Youth Bureau with a sponsorship of \$1,000 to support 50th Annual Cortland County Spelling Bee. We are excited to partner with you and sponsor this impactful community event. The check will be sent under separate cover.

First Niagara is committed to doing all we can to make our community a place where all our citizens have opportunities to learn, to grow and to achieve their dreams. We are confident that our investment in your organization will advance the excellent work you do and make a meaningful difference in this community.

For any logo or ad requirements, please contact Beth Stoner at 315-477-6099 or [Beth.Stoner@fnfg.com](mailto:Beth.Stoner@fnfg.com).

Congratulations on your accomplishments to date and best wishes for continued success.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Kavney".

David A. Kavney

David A. Kavney  
Market Executive, Central New York

Tel: 315-477-6027 • [David.Kavney@fnfg.com](mailto:David.Kavney@fnfg.com)  
126 North Salina Street • Syracuse, NY 13202



**City of Cortland**  
City Hall – Mayor’s Office  
Brian Tobin  
Mayor  
25 Court Street, Cortland, New York 13045  
Website: [www.cortland.org](http://www.cortland.org)

Phone: 607-758-8374

Fax: 607-756-4644

**REAPPOINTMENTS / NEW APPOINTMENTS for February 2014**

**Fire Commission**

Chris Hotchkiss	Reappointed
William Wood	Reappointed

## RECOMMENDATIONS FOR 2014 EAC APPOINTMENTS

### **Nancy Rongo**

Nancy is Chair of Cortland Regional Medical Center's Board of Trustees and will bring ready access to this major community institution as well as the many other community leaders associated with it. She has a Masters Degree in Nursing and extensive management experience. She works as a Vice President for United Health Services, Inc., Binghamton's major hospital consortium. She is a gardener. Her husband is a builder. Both adult daughters live and work in the City.

### **Virginia Levine**

Ginny Levine, Ph.D. is Executive to SUNY Cortland's President and shoulders considerable responsibility within the university's administration, including the area of climate/energy. She is the senior member of the SUNY resource group currently working with us on the City's Climate Action Plan. She is a former member of the Cortland YWCA board of directors and recognized as a highly respected community leader. Her husband recently retired from SUNY's faculty. One of the couple's two daughters lives locally and teaches in Ithaca.

### **Judd Olshan**

Judd is in the process of writing his dissertation for a Maxwell PhD in History. He is a SUNY Cortland graduate and also has a Masters in Natural Resource Management. He formerly worked for a Non-Profit that dealt with environmental projects, including community gardens. His wife, Hanna, is a science teacher with the city school district, former SUNY Cortland faculty and former EAC member.

### **Adam Davison**

Adam is a graduate of the SUNY College of Environmental Science & Forestry (ESF). He currently works for Cornell University in their Grounds Department. Experience includes: plant health care, landscaping, carpentry and a year with Lime Hollow Nature Center. Adam has been involved in projects in which his department has donated in-kind services and materials to non-profit agencies in Cortland, including the Cortland Hospice Foundation. His wife, Betsey, is Children's Librarian with the Cortland Public Library and was recently recognized as the best Children's Librarian in the Finger Lakes system. She is the daughter of retired judge Tom Meldrim.

### **Frank Kelly (re-appoint)**

Current Chair & founding EAC member. Married to Dr. Sandi Holland.

### **Donna Lieberman (re-appoint)**

Chiropractor in practice with husband, Howard. Long history of community service.

### **Anna Bennett (re-appoint)**

Occupational Therapist. Husband is an Environmental Engineer with Pall Corp.

The following language is being proposed to the SPCA. I hope to have it in place prior to Tuesday.

***The parties shall hereafter cooperate to implement a “Catch, Neuter, and Release program for cats. Any performance of the terms of the program shall be performed pursuant a separately negotiated contract***



879 McLean Road  
 Cortland, NY 13045  
 (607) 753-9386  
[www.cortlandspca.org](http://www.cortlandspca.org)

## CCSPCA Agreement

**THIS AGREEMENT** made this 1<sup>st</sup> 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, Pick Up Of Injured/Infirm Stray Cats.**

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

#### **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.

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.
5. The CCSPCA shall pick up extremely injured/ill stray cats (exigent life threatening injury/illness).

## **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.

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- 3. The CCSPCA shall provide an emergency telephone number for the use of the municipality, if it chooses to contract for after hour services.

**C. Sheltering Services**

- 1. The CCSPCA shall provide and maintain a shelter for seized dogs that conforms to the requirements of New York State Agriculture and Market Laws. Within those requirements, the CCSPCA shall provide proper care for all dogs, including adequate shelter, food and medical care.
- 2. The CCSPCA may test dogs for Parvo virus and shall provide Parvo and Rabies vaccinations for any dog with an unknown vaccination record.
- 3. The CCSPCA shall assess all seized and unredeemed dogs to determine their suitability for adoption.
- 4. 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.

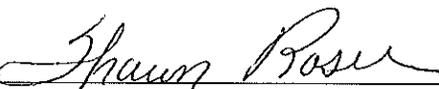
**D. This agreement may not be enlarged, modified or altered except by a written instrument signed and endorsed by both parties.**

**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

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