

10 February 2014

Mayor Tobin:

I am writing to ask that you formally declare 15 March 2014 "St. Baldrick's Day" in the city of Cortland. The St. Baldrick's foundation raises money to fund research for treatments relating childhood cancer. I have scheduled a head-shaving fundraiser on this day at the red Jug Pub to raise money for this charity. An official declaration would raise awareness of the cause and event. Please consider declaring 15 March 2014 St. Baldrick's Day citywide as a means to raise awareness and publicity of the St. Baldrick's Foundation.

Thank you,

A handwritten signature in black ink, appearing to read "Tom Terwilliger", with a stylized flourish at the end.

Tom Terwilliger



Press Release

FOR IMMEDIATE RELEASE

Media Contact:
Tom Terwilliger
607-758-3165
tom@mandobooks.com

Tom Terwilliger Proclaims March 15th as St. Baldrick's Foundation Day to Honor Children with Cancer

Cortland, NY (10 February, 2014) – Tom Terwilliger joined the effort to help raise awareness about childhood cancer by proclaiming 15 March, 2014 as St. Baldrick's Foundation Day in Cortland NY.

The St. Baldrick's Foundation is a volunteer-driven charity committed to funding the most promising research to find cures for childhood cancers and give survivors long and healthy lives. St. Baldrick's hosts signature head-shaving events where "shavees" collect pledges to shave their heads in solidarity with kids with cancer and raise money for life-saving research.

In recognition of 15 March's designation as St. Baldrick's Foundation Day, the following events are being offered:

- St. Baldrick's Day Head Shaving Fundraiser- 5:00pm, Red Jug Pub, 31 Central Ave.

For additional resources on childhood cancer or to learn more about the St. Baldrick's Foundation, visit StBaldricks.org.

Note to media: If you are interested in being a part of this story, please let us know so we can connect you with local childhood cancer survivors, Honored Families, researchers and volunteers.

About the St. Baldrick's Foundation

The St. Baldrick's Foundation funds more in childhood cancer research grants than any organization except the U.S. government. St. Baldrick's funds are granted to some of the most brilliant childhood cancer research experts in the world and to younger professionals who will be the experts of tomorrow. Funds awarded also enable hundreds of local institutions to participate in national pediatric cancer clinical trials, a child's best hope for a cure. Since the Foundation's first grants as an independent charity in 2005, St. Baldrick's has funded more than \$101 million in childhood cancer research. For more information about the St. Baldrick's Foundation please call 1.888.899.BALD or visit www.StBaldricks.org.

-Tom Terwilliger



City of Cortland
City Hall
25 Court Street, Cortland, NY 13045
Mayor Brian Tobin
Telephone – (607) 758-8374 Fax – (607) 756-4644
Mayor@cortland.org www.cortland.org

PROCLAMATION

- WHEREAS,** March is American Red Cross Month – a special time to recognize and thank our heroes – those who volunteer, donate blood, take life-saving courses or provide financial donations to support an organization whose mission is to help those in need. We would like to remember those who help all of us here in Cortland County by giving their time to help their neighbor, and thank our heroes – our volunteers, blood donors, class takers and financial supporters who help us assist those in need.
- WHEREAS,** In Cortland County, the Red Cross works tirelessly through its 3 employees and 15 volunteers to help when disaster strikes, when someone needs life-saving blood, or the comfort of a helping hand. It provides 24-hour support to members of the military, veterans and their families, and provides training in CPR, aquatics safety, and first aid.
- WHEREAS,** Across the country, the American Red Cross responds to nearly 70,000 disasters a year. It provides some 400,000 services to military members, veterans and civilians, collects and distributes about 40 percent of the nation’s blood supply and trains more than seven million people in first aid, water safety and other life-saving skills every year. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission. Despite these challenging economic times, the American Red Cross continues to offer help and comfort to those in need.
- THEREFORE,** I Brian Tobin, Mayor of Cortland, by virtue of the authority vested in me by the Constitution and laws of Cortland and New York do hereby proclaim March 2014 as American Red Cross Month. I encourage all Americans to support this organization and its noble humanitarian mission.

AMERICAN RED CROSS MONTH

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of March, in the year of our Lord, two thousand fourteen, and of the Cortland New York.

Brian Tobin
Mayor of Cortland, New York



Saint Anthony
of Padua

February 16, 2014

Mayor Brian Tobin
City Hall
25 Court St.
Cortland, NY 13045

Dear Mayor Tobin,

I'm writing to inform you of our upcoming annual St. Anthony's Day Festival. This year the festival has been planned for June 7 and June 8. We will once again be making use of our church property on Pomeroy Street. As St. Anthony's Day Festival Chairperson, I am specifically writing to request permission for the city to once again close Pomeroy Street between Elm Street and Central Avenue to through traffic on Sunday, June 8 from 6 AM until 9 PM. Closing the street as we have done in the past allows us to provide space to get our procession organized, and to provide a safe environment for the children and their parents to enjoy several of our activities.

As always the parishioners of St. Anthony's appreciate how helpful and supportive the Cortland community has been in the past. We are looking forward to yet another very successful festival and hope to see you there. Thank you for help in facilitating this request. Should you have any questions or need to communicate any information concerning this request you can contact me on my cell phone at 607-591-5873 or work at 607-758-2200 extension 2200.

Sincerely,



Michael Pizzola

St. Anthony's Festival Chairperson

Church Location: 50 Pomeroy St. • Cortland, New York 13045

Office Location: 59 N. Main St. • Cortland, New York 13045

Tel (607) 756-9967 • Fax (607) 753-3444

E-Mail: staoffice@centralny.twcbc.com Website: www.saintanthonyofcortland.com



CITY OF CORTLAND
OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

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

MEMORANDUM

TO: Mayor Brian Tobin and Members of the Common Council
FROM: Bernie Thoma
DATE: February 25, 2014
SUBJECT: Comprehensive Contract

Thoma Development has provided comprehensive community development services that are not specific to awarded grants under a "Comprehensive Contract" since 2002. The "Comp Contract" has typically been a two-year contract that ran from June to June. In June of 2012, when the contract came up for renewal, Mayor Tobin asked that we change the term of the contract so that it expired at the end of 2013, to coincide with the end of his first term. The Mayor did not want to enter into an agreement that obligated a potential successor. Accordingly, the last comp contract ran June 2012 to December 2013.

Ric Van Donsel recently noticed that our contract had expired and we have not submitted a proposed extension. Accordingly, I am attaching a new contract that will be retroactive to January 2014 and will run through December 31, 2015 as suggested by Mayor Tobin. The annual cost of the attached is the same as the last contract as are the services to be provided. The only change I have made is for the hourly fee for the services of a program manager, which was increased by \$5/hour. As you will see upon review of the contract, the majority of the services provided under the contract fall under the monthly fee for services.

Linda Armstrong will be attending the Common Council meeting March 4, 2014 to answer any questions you have. If you have any questions prior to the meeting, please feel free to contact Linda at 753-1433.

We appreciate the opportunity to work with the City the past 33+ years and look forward to partnering with the City in its efforts to make the City of Cortland a better place in which to live pursuant to the attached.

AGREEMENT BETWEEN
CITY OF CORTLAND AND
THOMA DEVELOPMENT CONSULTANTS

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Thoma Development Consultants (the "Consultant") and the City of Cortland ("City") hereby agree to the conditions set forth below. The Consultant shall be responsible for work as set forth in Paragraph I below. For the purpose of this contract, the City's representative is the Mayor.

I. Scope of Services:

A. Loan Portfolio Management, including:

1. Monitoring of all community development loans: Services shall include monitoring for repayment and compliance with loan agreement.
2. Assisting loan recipients and City Corporation Counsel with any problems or restructuring of loans.

B. Fair Housing Officer: The Consultant shall serve as the Fair Housing Officer and his office as the Fair Housing Office for the City of Cortland. The Fair Housing Office duties shall be the following:

1. Advertising and publicizing the Fair Housing Program.
2. Handling citizen complaints concerning fair housing.
3. Carrying out activities as necessary under City's Fair Housing Plan.

C. Community Development Business Loan Program: The Consultant's duties shall include:

1. Marketing the availability of the program.
2. Serving as an intake point for businesses wishing to make formal application for the program.
3. Assisting prospective borrowers in preparing a package for review by the Loan Committee.
4. Coordinating the activities of the Loan Committee.
5. Assisting the borrowers and the City's Corporation Counsel with loan closings.
6. Monitoring the disbursement of all loan funds

D. Programs: The Consultant's duties will include the administrative and technical responsibility necessary to operate all components of the following City programs: Sidewalk, Tree Planting, Water Lateral and Emergency Repair.

E. Grant Applications: Upon notification of the City's representative, the Consultant's duties shall include the preparation of grant applications for the following:

1. New York State Office of Community renewal (OCR) Community Development Block Grant - Competitive and Economic Development.

2. Appalachian Regional Commission (ARC) and Economic Development Agency (EDA) Applications.

3. HOME and New York State Affordable Housing Corporation (AHC) Applications.

For all other grant applications, the Consultant will charge the City at the following hourly rates for grant applications authorized by the City's representative. The Consultant will provide the City up to four hours of grant opportunity research for each potential application at no cost.

<u>Hourly Rates:</u> Senior Consultant	\$85 per hour
Program Manager	\$60 per hour
Clerical	\$30 per hour

F. General Planning: The Consultant's duties shall include providing services that will implement City policy in the following areas:

1. Encouraging economic development.
2. Encouraging housing development.

G. General Administration: The Consultant's duties shall include:

1. Assisting the City in the budget process for miscellaneous revenues and program income.
2. Maintaining ledgers and handling bookkeeping and disbursements for all program income expenditures.
3. Requests to HUD for expenditures of Program Income for City approved projects outside the scope of the Block Grant activities.

H. Other Duties: Based upon the mutual agreement of the Consultant and the City's representative, the Consultant shall provide services related to economic and community development not listed above.

II. Items Not Covered Under This Contract:

A. Administration of project specific grants received by the City: If administrative services are required by the City, a separate agreement would be necessary. It is within the scope of this agreement to provide advice and guidance to City Departments who might be administering grants received.

B. General Planning: Master, comprehensive, housing or economic development plans would not be included. However, input from the Consultant would be provided to assist in the development of such plans.

III. Support Services Provided by the City: The City of Cortland shall provide support services as approved by the City's representative, if available and necessary, which will assist in the undertaking of the Consultant's activities. Such services shall be negotiated between the Consultants and the City's representative on an as needed basis when deemed necessary to further the goals of the City's Community Development work.

IV. Time and Performance: The services of the Consultant shall commence as of January 1, 2014. Subject to budgetary appropriations approved by the Common Council this contract shall be in force until December 31, 2015.

V. Compensation: As compensation in full for the services to be provided by the Consultant, the City agrees to pay the Consultant \$86,400 over the life of this contract not including hourly charges as identified in E above. Payments of \$3,600 will be due in equal monthly installments. In addition to the contract amount, the Consultant may bill at cost for reasonable reimbursable expenses that would include postage, long distance phone calls, photography, copying, office supplies, and general expenses incurred by the Consultant in carrying out this contract.

VI. Method of Billing and Payment:

A. Bills will be submitted to the City's representative on a monthly basis. An appropriate City voucher will accompany the bill. Each bill will detail the amount to be paid from Miscellaneous Revenues and from Program Income. Each bill will detail any hourly charges for approved grant applications.

B. It is expressly agreed and understood that the fees provided for herein and the payment to be made is compensation for service actually performed, and payment becomes due the Consultant only by virtue of the services performed during the payment period.

C. All reimbursable expenses will be detailed on the bill and will be charged to the City at cost.

VII. Evaluation: On a regular basis the Consultant and the City's representative will review the activities performed under this contract.

VIII. Termination: Either the Consultant or the City upon 30 days written notice may terminate this Agreement prior to the end of the contract. The Consultant and the Consultant's services will continue until the end of the month following the notice.

IX. Breach of Contract: Any controversy or claim arising from the performance of either party under the contract will be settled by arbitration. Such arbitration shall take place in the City of Cortland subject to the rules of the American Arbitration Association. Each party will bear their own costs of arbitration.

X. Equal Employment Opportunity: The Consultant will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

XI. Anti-Kickback Act: The Consultant will comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3), which provides that the Consultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XII. Access to Records: The City of Cortland, the New York State Housing Trust Fund Corporation (HTFC), the U.S. Department of Housing and Urban Development (HUD), the U.S. Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Such records will be maintained for a minimum of three years after final grant payments and all other pending matters are closed.

XIII. Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Cortland, New York State Housing Trust Fund Corporation (HTFC) and the New York State Office of Community Renewal (OCR), their agents and employees (collectively the "Indemnified Party"), from and against any and all claims, actions, damages, losses, expenses and costs of every nature, including reasonable attorney's fees, incurred by or assessed or imposed against the Indemnified Party, arising out of the Contractor's negligent performance of work in connection with services funded in whole or in part with NYS CDBG funds. All money expended by the Indemnified Party as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Contractor to the Indemnified Party.

XIV. Miscellaneous: The Contractor shall be bound by, and comply with, all applicable federal, State and local laws and regulations which pertain to the Community Development Program, including, but not limited to, 24 CFR parts 85 and 570.

XV. Acceptance: An authorized signature below will indicate acceptance by the City and the Consultant of this contract and all conditions placed thereon:

City of Cortland:

Brian Tobin, Mayor

Date

Thoma Development Consultants:

Bernard Thoma, President and Sr. Consultant

Date



CITY OF CORTLAND
OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

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

MEMORANDUM

TO: Mayor Brian Tobin and Members of the Common Council

FROM: Thoma Development Consultants

RE: "De-federalization" of Program Income

DATE: February 25, 2014

Program income is defined by the U.S. Department of Housing and Urban Development (HUD) as "...gross income earned by the recipient (City) that is directly generated by a supported activity or earned as a result of a grant award". Simply put, if the City receives community development funds from a grant award and loans out said funds, any repayments received, whether for an economic development project or housing project, is program income. Grantees are allowed to keep program income in the community for use on other "community development eligible" activities. Program income is considered federal community development dollars and is subject to all the federal rules and regulations that govern grant awards.

For the past five years, we have had on and off discussions with the State and another consultant about the potential to "de-federalize" program income to facilitate greater flexibility in its use. "De-federalization" (defed) is a process by which program income is moved out of a grantee's direct control resulting in the eventual loss of its identify as federal funds, and thus the strings tied to the use of federal funds. It generally involves the creation of a neutral third party (Local Development Corporation or LDC) that takes control of the funds after they are loaned out and repaid. When used or re-loaned again by the LDC, the LDC can use the funds with greater flexibility and without constraining federal regulations such as Davis Bacon prevailing wage rate requirements.

At the suggestion of the City's former NYS Community Renewal representative, we spoke with Harry Sicherman about program income defed.

Harry is a former HUD employee that consults on federal compliance issues and complex HUD regulatory issues, such as de-federalization. Harry also conducts workshops for HUD and the NYS OCR on compliance and other complex grant issues. In 2009 Harry advised that NYS OCR was looking into requiring all grantees to de-federalize their program income so the State didn't have to deal with HUD's reporting issues.

Unfortunately, the NYS OCR administrator that was leading the effort to defed program income left OCR a couple years ago without taking any action. We emailed OCR to see if there has been or will be any discussion within the organization to pursue de-federalization, but have not received a response. Accordingly, we met with the Mayor and Mack Cook to see if the City wanted to start the process, as many similar communities have done.

De-federalization is not an easy process and one in which we do not have adequate expertise. With the Mayor's permission, we asked Mr. Sicherman to provide a proposal to the City. Mr. Sic Herman's proposal is attached. As you will see, Harry has years of experience in this very specialized area. In his proposal, Mr. Sicherman indicates that he believes the use of program income to achieve de-federalization is an eligible community development expense.

We would like to meet with Harry in March to start the process. Linda Armstrong will be attending your March 4th Council meeting requesting that you authorize the Mayor to enter into an agreement with H. Sicherman & Company, Inc. to provide the necessary technical assistance to de-federalize the City's program income. The Mayor, Mack Cook, Ric Van Donsel, and our office will be involved in the initial meetings. Linda will be on vacation starting February 27th but will return March 4th in time for the meeting. If you have questions that cannot wait until the meeting, please email me at Bernie@thomadevelopment.com and I will try to answer them.

Attachment

H. Sichertman & Company, Inc.

5852 Forest Creek Drive
East Amherst, New York 14051-1961
(716) 689-2980
Fax (716) 689-6123

February 8, 2014

Bernard Thoma
Thoma Development Consultants
34 Tompkins Street
Cortland, New York 13045

Dear Mr. Thoma:

Consistent with my recent discussions with Linda Armstrong, H. Sichertman & Company, Inc. would be pleased to provide services to or on behalf of the City of Cortland associated with the defederalization of Community Development Block funds. Services would likely include:

- Initial consultations regarding existing CDBG assets including fund balances and notes receivable, existing organizational structures, current City economic development needs and programming, current budgets, and any existing strategic plans;
- Technical assistance to City staff, elected officials, and other interested parties regarding CDBG defederalization rules, regulations, protocols, and options;
- Consultation and recommendations regarding defederalization alternatives and strategies;
- As required, technical assistance regarding the designation, restructuring, or formation of an appropriate not-for-profit entity to receive CDBG funds; and
- Drafting of appropriate documents and agreements to facilitate the defederalization process.

H. Sichertman & Company currently provides a wide variety of services to municipalities and nonprofit organizations throughout New York State in the areas of community planning and development, economic development, grant administration, and procurement of public and institutional financing. The company has extensive experience in all aspects of the planning and implementation of CDBG activities, and has pioneered CDBG defederalization strategies in communities throughout New York State.

Those defederalization strategies have included activities similar to those that would be applicable to the City of Cortland's situation and were accomplished for Tompkins County on behalf of Tompkins County Area Development, Genesee County on behalf of the Genesee Gateway Local Development Corporation, the City of North Tonawanda on behalf of the Lumber City Development Corporation, and Ontario County on behalf of the Ontario County Economic Development Corporation. In addition, we routinely facilitate the defederalization of direct CDBG grants received from the NYS Office of Community Renewal for many of our clients including the Counties of Niagara, Chautauqua, Orleans, Genesee, Livingston, Seneca, and Wyoming, various cities, towns, and villages, and several not-for-profit corporations.

Following are the applicable labor and expense rates. While it is anticipated that Mr. Sicherman will provide all of the services detailed above, labor rates are provided for all HSC staff:

1. HSC labor will be charged at the following rates through December 31, 2014:

Harry Sicherman	.....	\$159.00 per hour
Richard Rickli	.....	\$125.00 per hour
Richard W. Lippold	.....	\$ 99.00 per hour
Other Professional	.....	\$ 90.00 per hour
Rate in travel status	.....	\$ 62.00 per hour (all personnel)

The labor rates for services provided in subsequent calendar years will be computed by multiplying the rates in effect for the prior year by 1.03 and rounding up to the next whole dollar amount.

2. Travel by private automobile will be charged at the maximum Federal reimbursement rate.
3. All other expenses will be charged at cost.

The rates cited above would be applicable regardless of the client relationship, which we assume would be with the City, Thoma Development Consultants, or a not-for-profit corporation.

Based on the information that I've been provided to date, it is apparent that an initial meeting among all interested parties will be essential prior to commencing the administrative activities involved in the process. While an accurate estimate of the length of the engagement is difficult at this time, we would hope to be able to complete all activities within 3-6 months from the initial meeting date. While costs for the engagement are estimated in the range of \$2,500-\$5,000, the requirement for multiple site visits would raise that estimate accordingly. That said, it is likely that most or all of the services following the initial meeting can be provided remotely. For informational purposes, it is likely that all charges would represent CDBG-eligible administrative costs.

Materials regarding the firm including references and staff resumes are enclosed. If you require additional information, please contact me directly at (716) 689-2980.

Sincerely,



Harry Sicherman
President

Resume

NAME: Harry Sicherman
Title: President
Employer: H. Sicherman & Company, Inc.

EDUCATION

1975 B.A. - Behavioral Sciences (awarded *magna cum laude*)
SUNY Institute of Technology, Utica, NY

1976-77 Graduate Studies - SUNY at Buffalo, Buffalo, NY
School of Law

MILITARY SERVICE

1971-1975 United States Air Force - active duty

SUMMARY EXPERIENCE

Harry Sicherman has maintained an intimate involvement with community and economic development programs since beginning a career with the United States Department of Housing and Urban Development in 1978 as a Community Planning and Development Representative. For eight years in that capacity, and during a subsequent twenty-seven years as the principal of private consulting firms, Mr. Sicherman has played a leading role in the development and implementation of a variety of federal, state, and local programs for economic development, housing, social services, and municipal infrastructure. His career has been highlighted by numerous significant engagements, including assistance provided in the planning and implementation of programming for the revitalization of Lower Manhattan under Congress' initial \$2.2 billion Emergency Response Act appropriation arising from the September 11, 2001 attacks on the World Trade Center. Mr. Sicherman is a widely recognized expert in the due diligence and regulatory requirements associated with the implementation of the federal Community Development Block Grant program.

EMPLOYMENT HISTORY

H. Sicherman & Company, Inc.	President	1998-present
EastWest Planning & Development, Inc.	President	1991-1997
Sicherman Consulting Services	Proprietor	1987-1991
Don Warren Hall & Associates	Associate	1986-1987
U. S. Dept. of Housing & Urban Development	CPD Rep.	1978-1986
United States Air Force (active duty)		1971-1975

RICHARD A. RICKLI

6352 Pin Cherry Court
East Amherst, NY 14051

cell: 716-525-4005
richrickli@yahoo.com

PROFESSIONAL SUMMARY

Economic Development Consultant and Investment Banker with 25 years of experience managing, structuring and underwriting debt financing to fund business expansion and major capital projects.

Industry Experience:

Manufacturing, Healthcare, Education, Not-for-Profit, Senior and Affordable Housing

Functional Experience:

Community and Economic Development Financing, Project Development, Public/Private Development Partnerships

Financing/Development Expertise:

- Commercial loan and tax-exempt bond structuring
- Credit evaluation and commercial loan underwriting
- Analysis and evaluation of federal, state and local economic development incentives
- Works closely with client economic development agencies and their loan committees

PROFESSIONAL EXPERIENCE

RICKLI DEVELOPMENT CAPITAL, LLC, East Amherst, New York

2012 - Present

Principal

Under contract to H. Sicherman and Company, Inc., an economic development consulting firm, provides financial advisory and consulting services to community and economic development agencies in Western and Central New York. Clients include many county-wide industrial development agencies. Responsibilities include loan underwriting for state and federally-funded loans to small and medium sized companies and real estate developers. Works closely with borrowers, local development officials and New York State agencies to solicit state grants (through Empire State Development and the Office of Community Renewal) and federal grants (HUD, SBA and EDA) and loans for community and economic development projects. Together with local economic development officials, assesses project eligibility, prepares detailed financial analysis for loan committee review, and negotiates terms, conditions and collateral for business loans in conjunction with participating financial institutions. Experienced in project finance, real estate development, commercial loan underwriting and access to the capital markets. Provides analysis of the costs and benefits of various financing tools and helps determine the optimal package of financial resources needed for a project's successful completion.

M&T BANK, Buffalo, New York

2004 - 2011

Managing Director - Tax-Exempt Bond Financing, M&T Investment Banking Group

Worked with commercial banking relationship managers and their clients throughout New York State to market, structure and distribute tax-exempt bonds issued through conduit bond issuers (industrial development agencies, local development corporations and housing authorities). Used bond proceeds (\$5MM - \$100MM per issue) to finance major construction projects, property acquisitions and equipment purchases for real estate developers, non-profit organizations, manufacturing companies and various governmental entities.

PROFESSIONAL EXPERIENCE (CONTINUED)

- **Consistently generated annual fee income of \$800,000 to \$1,000,000** and successfully completed over \$2 billion in bond financings for the bank's clients.
- **Managed all aspects of structuring tax-exempt debt for eligible borrowers:** detailed cost-benefit analysis, financial analysis, debt service modeling, bond structuring, deal team organization, documentation review and securities sale. Financing structures include letter of credit-enhanced tax-exempt and taxable variable rate demand bonds, bank-qualified portfolio purchased bonds, and fixed rate new money and refunding (current and advanced) serial and term bonds.
- **Significant expertise in variable and fixed rate debt offerings**, including derivative products such as interest rate swaps, caps and forward contracts. Extensive knowledge of the municipal bond market, IRS regulations governing tax-exempt bonds for 501(c)(3) charitable organizations, colleges and universities, healthcare providers, affordable, senior and student housing developers, manufacturing companies and various municipal revenue authorities.
- **Acted as remarketing agent for a \$2 billion portfolio of variable rate demand bonds**, consisting of over 200 bond issues.
- **Worked closely with local governments and their economic development officials** to assess a borrower's eligibility for various economic development incentives such as property tax abatement, sale and mortgage tax exemption and other development incentives.

HSBC BANK USA, Buffalo, New York

1999 - 2004

Vice President & Manager, Tax-Exempt Bond Financing

Reporting to the bank's Western New York Regional President, worked with middle market loan officers to structure and distribute bonds guaranteed by the bank's letter of credit for financing capital expansion projects and equipment acquisitions.

- **Completed over \$250 million of tax-exempt financings for manufacturing companies** and not-for-profit organizations.
- **Designed comprehensive financing banking proposals** for clients and prospects on a national basis.
- **Managed the bank's \$500 million remarketing portfolio of variable rate demand bonds** and achieved highly competitive interest rates for the portfolio.

ROOSEVELT & CROSS, INC., Buffalo, New York

1998 - 1999

Vice President, Public Finance Group

Underwrote and distributed tax-exempt bond financings for healthcare providers, manufacturing companies and private colleges.

HSBC BANK USA (MARINE MIDLAND BANK), Various Locations

1986 - 1998

Vice President, Tax-Exempt Bond Financing (1990 - 1998), Buffalo & New York, New York

Assistant Vice President (1986 - 1990), New York, New York

Developed the bank's portfolio of letter of tax-exempt bonds. Managed the securitization of the bank's \$100 million portfolio of industrial development bonds. Worked with loan officers to structure and distribute bonds for manufacturing companies and multi-family housing developers.

NEW YORK CITY FINANCIAL SERVICES CORPORATION, New York, New York

1980 - 1986

Vice President, Economic Development Financing

EDUCATION

NEW YORK UNIVERSITY

Graduate Studies - Urban Planning & Real Estate Finance

RUTGERS UNIVERSITY

BA - Sociology

PROFESSIONAL LICENSES

NASD Municipal Securities Representative, Series 52 and 63

AFFILIATION

New York State Economic Development Council

Resume

NAME: Richard W. Lippold
Title: Senior Associate
Employer: H. Sicherman & Company, Inc.

EDUCATION

1956 B.S. - Economics
LeMoyne College, Syracuse, New York

1963 M.A. - Economics
Maxwell School of Public Administration
Syracuse University, Syracuse, NY

SUMMARY EXPERIENCE

In 1994, Richard Lippold completed a distinguished 36-year career with the U.S. Department of Housing and Urban Development that included tenures as a Regional Economist, Community Planning and Development Division Director, and Deputy Manager of HUD's Buffalo, New York office. Mr. Lippold has brought his broad range of experience to the private sector, where he has consulted on a variety of management and administrative engagements ranging from Microenterprise programming to strategic planning initiatives. He has provided supervisory and implementation services to Niagara County's Microenterprise Assistance Program since its inception in 1994. He has also directed all of H. Sicherman & Company's services associated with the development of CDBG Consolidated Plans for Erie County and the Towns of Amherst, Cheektowaga, Tonawanda, and Hamburg.

EMPLOYMENT HISTORY

H. Sicherman & Company, Inc.	Senior Associate	1998-present
EastWest Planning & Development, Inc.	Senior Associate	1994-1997
U. S. Dept. of Housing & Urban Development	Deputy Manager	1978-1994
	CPD Director	1974-1978
	Regional Economist	1969-1974
	Economist	1958-1969

H. Sichernan & Company, Inc.

Current and Recent Client Listing

Public Agencies

New York State Office for Small Cities
Empire State Development Corporation
NYS Div. of Housing and Community Renewal
Niagara County Industrial Dev. Agency
Erie County Industrial Dev. Agency
Salamanca Industrial Dev. Agency
County of Orleans Industrial Dev. Agency
Essex County Industrial Dev. Agency
Chautauqua County Industrial Dev. Agency
Madison County Industrial Dev. Agency
Genesee County Economic Dev. Center
City of Fulton Community Dev. Agency
City of Ithaca Urban Renewal Agency
City of Olean Urban Renewal Agency
Schenectady Metroplex Development Authority
Livingston County Industrial Dev. Agency
Seneca County Industrial Dev. Agency

Private For-Profit Companies & Nonprofit Organizations

Cheektowaga Economic Dev. Corporation
Lumber City Development Corporation
Orleans County Local Dev. Corporation
Livingston County Development Corporation
Greater Lockport Development Corporation
Genesee Gateway Local Development Corp.
Wyoming County Business Center, Inc.
Wayne Economic Development Corporation
Columbia Economic Development Corp.
Hudson Development Corporation
Washington County Local Dev. Corp.
Geneseo Foundation, Inc.
Cattaraugus Empire Zone Corporation
Cattaraugus Co. Business Development Corp.
Hamburg Development Corporation
Ontario County Economic Development Corp.
West Seneca Development Corporation
Tompkins County Area Development
Nestle Purina PetCare, Inc.
Camoin Associates, Saratoga Springs, NY
Local Initiatives Support Corporation (LISC)
Enterprise Community Partners, Inc.
Seneca County Economic Dev. Corp.
Seneca Falls Development Corporation
Buffalo Urban Development Corporation

Municipalities

Cattaraugus County, NY
Chautauqua County, NY
Erie County, NY
Greene County, NY
Madison County, NY
Ontario County, NY
Wyoming County, NY
City of Salamanca, NY
City of Lockport, NY
City of Olean, NY
City of North Tonawanda, NY
City of Dunkirk
Town of Hamburg, NY
Town of Amherst, NY
Town of Cheektowaga, NY
Town of Tonawanda, NY
Town of Dunkirk, NY
Town of East Bloomfield, NY
Town of Ellicott, NY

H. Sichertman & Company, Inc.

References

Steven G. Hyde, President
Genesee County Economic Dev. Corp.
99 MedTech Drive, Suite 106
Batavia, NY 14020
(585) 343-4866, ext. 14

R. Charles Bell, Director
City of Lockport Planning & Development
One Locks Plaza
Lockport, NY 14094
(716) 439-6688

James Pierce, Executive Director
Wyoming County Business Center, Inc.
6470 Route 20A
Perry, NY 14530
(585) 237-5080

John Sayegh, VP/Dean
Jamestown CC, Olean Campus
260 N. Union St.
Olean, NY 14760
((716) 376-7580

William J. Daly, Administrative Dir/CEO
Chautauqua County IDA
200 Harrison Street
Jamestown, NY 14701
(716) 661-8900

Jim Whipple, CEO/CFO
Orleans County EDA
121 N. Main St.
Albion, NY 14411
(585) 589-7060

AGREEMENT BY AND BETWEEN
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
AND CITY OF CORTLAND, NEW YORK, REGARDING BUCKBEE-MEARS CO. SITE

WHEREAS, the United States Environmental Protection Agency (“EPA”) performed a cleanup response action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA” or “Superfund”), 42 U.S.C. §§ 9601-9675, at the Buckbee-Mears Co. Site, a former manufacturing facility including approximately 50 acres of real property and any buildings and improvements located thereon, at 30 Kellogg Road, Cortland County, City of Cortland, New York (hereinafter the “Site”); and

WHEREAS, the City of Cortland (“City”) has a lien against real property included within the Site more particularly described as Tax Map Parcel Number 87.78-01-01.000 on the Cortland County Tax Map, street address 30 Kellogg Road, City of Cortland, State of New York (the “City Property”) for unpaid ad valorem real property taxes, which totaled approximately \$1.2 million (hereinafter, “City’s Tax Lien”) as of December 31, 2011; and

WHEREAS, this City Property has been in the wholly exempt section of the tax rolls since September 15, 2009; and

WHEREAS, the County of Cortland (“County”) has a lien against real property more particularly described as Tax Map Parcel Number 97.00-01-02.000 on the Cortland County Tax Map, street address 3727 Kellogg Road, Town of Cortlandville, State of New York, (the “Town Property”), for unpaid ad valorem real property taxes, which totaled approximately \$5,727.28 (hereinafter, “County’s Tax Lien”) as of December 31, 2011. In addition to the City Property, the Site encompasses a portion of the Town Property. The City Property and Town Property are collectively referred to herein as the “Properties”; and

WHEREAS, the State Bank of India, New York Branch (the “Bank”) has alleged that IED owes it approximately \$8.4 million under a Credit Agreement, that the Bank holds a Mortgage and Security Agreement given by IED on the Properties, and that IED is in default on such loans, and the Bank has initiated a foreclosure action on the Properties in the Cortland County Supreme Court; and

WHEREAS, pursuant to Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), the United States of America, on behalf of EPA, has a lien against each of the Properties in the amount of the total response costs it has incurred in connection with EPA’s response action at the Site, which lien amount, exclusive of interest, was, as of December 31, 2011, approximately \$8.3 million (hereinafter, “CERCLA Lien”); and

WHEREAS, pursuant to Section 107(r) of CERCLA, 42 U.S.C. § 9607(r), a windfall lien may arise against the Properties in the amount of any increase in the Properties’ fair market value due to EPA’s response action at the Site (hereinafter, “Windfall Lien”); and

WHEREAS, the Properties are owned by International Electron Devices (USA), LLC (“IED”), IED has abandoned the Properties, and neither IED nor its principals or their representatives have resolved the City’s Tax Lien, the County’s Tax Lien, EPA’s CERCLA Lien, or EPA’s potential Windfall Lien; and

WHEREAS, pursuant to federal statutes codified at 28 U.S.C § 2410(c), the United States would have a one-year right to redeem if the City Property or the Town Property was sold to satisfy the City’s Tax Lien or the County’s Tax Lien, respectively; and

WHEREAS, EPA and the Bank may enter into a settlement agreement ("Bank Agreement"), and EPA and the County may enter into a settlement agreement ("County Agreement"), in an effort to facilitate the foreclosure, sale, and redevelopment of the Properties; and

WHEREAS, the City will cooperate with the Bank, the County, and/or EPA, as applicable, to facilitate the sale of the Properties, in accordance with this agreement ("Municipality Agreement"), and with the County Agreement and/or Bank Agreement, whichever has been finalized; and

WHEREAS, the City desires that EPA remove its CERCLA Lien, waive its right of redemption in order to facilitate recovery of response costs and redevelopment through the sale of the Properties, and waive its potential Windfall Lien; and

WHEREAS, EPA supports the redevelopment of former Superfund sites and is willing to remove its lien and waive its right of redemption in consideration of the payments for reimbursement of response costs required pursuant to the Bank Agreement, the County Agreement, and this Municipality Agreement, as applicable,

NOW THEREFORE, the parties hereby agree as follows:

1. Release of EPA's Liens and Waiver of Right of Redemption.
 - a. In the event that the City Property or the Town Property is transferred pursuant to the Bank Agreement, on the date specified in the Bank Agreement for delivery of a notice of release of lien to the Bank, EPA will send a copy of such notice to the City.
 - b. In the event that the Bank does not foreclose on the Properties (or portion thereof) pursuant to the Bank Agreement, EPA will so notify the City and County and will execute and deliver to the City and County a release of lien for the purpose of releasing EPA's CERCLA Lien and causing the lien to be discharged of record, and EPA consents that the City or County, as applicable, may cause the release of lien to be duly recorded to discharge the lien of record.
 - c. EPA agrees that effective upon the release and discharge of EPA's CERCLA Lien, pursuant to subparagraph 1.a. or 1.b. of this Municipality Agreement, EPA waives any right that it might have with respect to the lien, including, without limitation, the right to redeem the City Property or Town Property, as applicable, pursuant to federal law codified at 28 U.S.C. § 2410(c), but excepting any rights to compensation due to EPA pursuant to Paragraph 5 of this Municipality Agreement and the comparable provisions of the Bank Agreement and/or the County Agreement, whichever is finalized. Additionally, the United States agrees to release and waive any Windfall Lien it may have on such Property now and in the future under Section 107(r) of CERCLA, 42 U.S.C. § 9607(r).
2. Foreclosure by Bank of its Lien. The City acknowledges and agrees that the Bank may foreclose on the Properties through its action in the Cortland County Supreme Court, and the City agrees to cooperate with the Bank and EPA as needed to facilitate the sale and redevelopment of the Properties pursuant to the Bank Agreement. In the event that the Properties are sold for a sufficient amount pursuant to Section VI of the Bank Agreement, then, on the date of the transfer of the Properties, the Bank will pay to the City, in full satisfaction of the City's Tax Lien, the greater of \$302,881 (being the amount of City Taxes in arrears as of September 29, 2006) or fifteen percent (15%) of the proceeds from the sale of the Properties, after the Bank is paid \$150,000 attributable to the costs of marketing and selling the Properties. Any proceeds from the Bank's foreclosure sale remaining after the above payments to the Bank and the City, shall be distributed in proportion to the percentage

that the following amounts represent in relation to the combined total of said amounts: (1) for EPA, \$8,323,204; (2) for the Bank, \$8,434,911; (3) for the City, \$1,194,043 minus the greater of \$302,881 or fifteen percent (15%) of the proceeds from the sale of the Properties. If the City Property has not been sold through the Bank's foreclosure action in accordance with the terms set forth in this Paragraph 2, upon written notice by EPA, the City will foreclose its tax lien on the Property and shall, thereafter, transfer the Property to another entity, pursuant to Paragraph 4 below.

3. Proposals for Purchase and Redevelopment of the Properties. In the event that the City forecloses on the City Property, the City agrees to issue requests for proposals for purchase and redevelopment of the foreclosed-upon Property by qualified redevelopers.
4. Transfer of Properties.
 - a. The City agrees that it shall, except as may otherwise be agreed to in writing by EPA or as otherwise provided in subparagraph 4.b of this Municipality Agreement, transfer the City Property, for the highest sales price received in response to solicitations for proposals for sale or bids in a public auction in accordance with applicable law; provided that the City shall not be required to accept proposals or bids except from persons which it believes to be credible and responsible purchasers meeting the standards included in the solicitations for proposals or in the bidding package.
 - b. If the City does not transfer the City Property pursuant to Paragraph 4.a, the City may transfer the City Property to the County or to another local governmental entity within the County (such as another city, town or village), in connection with plans for redevelopment of the Property, which transfer may be for nominal consideration, provided that, in the event of such transfer, the City will require that such other local governmental entity agree to transfer the Property for the highest sales price received in public solicitations for proposals for sale or bids in a public auction in accordance with applicable law (provided that such local governmental entity shall not be required to accept proposals or bids except from persons which it believes to be credible and responsible purchasers meeting the standards included in the solicitations for proposals or in the bidding package) and the City shall require that such local governmental entity also agree to comply with all other provisions of this Municipality Agreement, including without limitation the payment provisions in Paragraph 5 and the notice provisions in Paragraph 6.
 - i. If the City or County, or the other local governmental entity, wishes to accept a proposal for less than the highest sales price, such transfer may be permitted with prior written approval of EPA.
 - ii. The City shall provide written notice to EPA, at 290 Broadway, 17th Floor, New York, New York 10007-1866, Attention: Buckbee-Mears Co. Site Attorney, of each offer to purchase all or a portion of the Properties received by the City within seven (7) business days of its receipt. The City shall provide written notice to EPA of the price for which it proposes to sell all or a portion of the Properties at least fifteen (15) days prior to the closing on the sale.
5. Payment to EPA.
 - a. The City, if it is the party selling a Property (or portion thereof), agrees that it shall, within sixty (60) days following the transfer of the Property, pay to EPA 50% of the selling price payable to the City, by the buyer(s) of the Property, after the City's actual

transaction costs associated with the sale have been paid to the City, which amounts shall not exceed a total of \$150,000.

- b. All such payments required to be made pursuant to this Paragraph 5 shall be made by check or wire transfer to the EPA Hazardous Substances Superfund in accordance with instructions provided by EPA to the City prior to the due date of such payment.

- 6. Notification to EPA of Status. Until such time as full payment has been made to EPA as provided by Paragraph 5 of this Municipality Agreement, the City shall advise EPA in writing at the address provided in Paragraph 4.c., not less than every ninety (90) days following the full execution of this Municipality Agreement until the date that full payment has been made pursuant to Paragraph 5, as to the status of the foreclosure of the City's Tax Lien, and the status of other significant related events including the solicitation of requests for proposals and responses thereto, and the transfer of the City Property to a developer or end user.

- 7. Public Comment. This Municipality Agreement shall be subject to a public comment period of not less than 30 days. EPA may modify or withdraw its consent to this Municipality Agreement if comments received disclose facts or considerations which indicate that this Municipality Agreement is inappropriate, improper, or inadequate.

- 8. Attorney General Approval. The Attorney General or his designee has approved the settlement embodied in this Municipality Agreement.

IN WITNESS WHEREOF, this Municipality Agreement has been signed by duly authorized representatives of the Parties.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By _____
Walter E. Mugdan
Director, Emergency and Remedial Response Division, Region 2

Date: _____

CITY OF CORTLAND

By _____
Brian Tobin, Mayor

Date: _____

RESOLUTION: #107
DATE: 09/15/09

Approval for tax-exempt status for Buckbee-Mears property and remove the property from the in rem process.

By: Alderman Benedict
Seconded: Alderman Quail

Approved: Ayes – 8
Nays – 0

**CITY OF CORTLAND, NEW YORK
LOCAL LAW NO. __1__ OF THE YEAR 2014**

A local law Amending City Code § 213 sections (1) “Definitions, (6)(e), and add new section 213-(17).

LEGISLATIVE INTENT: The purpose of this law is to amend the City Code to permit Mobile Ice Cream vendors to operate with in certain areas of the City of Cortland.

FINDINGS: The Common Council of the City of Cortland finds that it will be beneficial for Mobile Ice Cream vendor to operate on City Streets with the Municipals boundaries and operate with certain rules and regulations.

Definition

213-1 Mobile Ice Cream Vehicle – A vendor who sells Ice Cream as a primary product from one motor vehicle and along Public Streets.

License Fees Per Vehicle

213-6 D3b. Mobile Ice Cream Vehicle \$400.00 per year.

Rules & Regulations Ice Cream Trucks

213-14

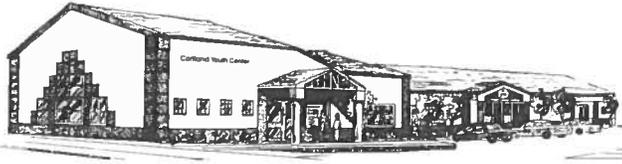
1. Required all licenses within Charter for food vendors – Health, general liability, Etc.
2. Vendor is not allowed to have more then 2 vehicles licensed at any time.
3. Vendor is not allowed to have at any time more then 2 vehicles operating within City limits.
4. Follows 213-5 Prohibited hours for sales.
5. Vendor is prohibited from interfering with pedestrian or vehicle traffic in the City of Cortland.
6. Can not be within 500 feet of any school property between ½ hour prior to start of school day and ½ hour after dismissal at end of the school day.
7. Can not be within 500 feet of any stranding establishment selling Ice Cream as their primary product.
8. All persons driving must be 18 years of age and have proof of Drivers license.
9. Where ever vehicle sells product it is owners responsibility to make sure there is no litter {papers, wrappings, any other debris or refuse} from the conduct of business.
10. Sound system may be used {A Jingle that customers associate with} But no verbal announcements.
11. Vendor while conducting business on public streets is required to take precautions in making sure any pedestrian is protected from being struck by another vehicle.
12. Vendor while being able to travel and sell product must obey all motor vehicle

laws.

Section 213 D-6(e) shall be amended to read: No Vendor shall ring any gong or bell or cause to be played any mechanical or electrical musical sound device to advertise his wares or in aid of his business. *“except as provided in section 213-14”*

Sections 213-15 and 213-16 shall be renumbered to 213-16 and 213-17 respectively.

Amendments to this local law may be made by resolution.



CORTLAND YOUTH BUREAU

35 Port Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023 • www.cortland.org

TO: Mayor Brian Tobin
Members of the City Council
Mack Cook, Director of Administration and Finance
Lori Crompton, Finance Department

FROM: John McNerney, Youth Bureau Director

RE: Wickwire Pool Trust Fund Deposit

DATE: February 14th, 2014

As you are fully aware the Wickwire Pool fund-raising committee has been busy seeking donation for the renovation of Wickwire Pool. I would like to ask the common council to accept and recognize the following donation:.

<i>Donation</i>	<i>Amount</i>
<i>PALL Corporation</i>	<i>\$5,000.00</i>
<i>Total Donations =</i>	<i>\$5,000.00</i>

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





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

REAPPOINTMENTS / NEW APPOINTMENTS

Planning Commission

Jim Reeners New appointment

Fire Board Commission

William Wood Reappointed



CORTLAND FIRE DEPARTMENT BOARD OF ENGINEERS

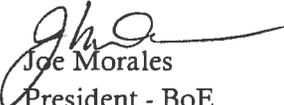
February 24, 2014

Mayor Brian Tobin
23 Court St.
Cortland, NY 13045

Dear Mayor:

Be advised that at our February meeting the Cortland Fire Department Board of Engineers and its members voted to endorse **William Wood** as our choice to serve another term on the Board of Fire Commissioners.

Sincerely,


Joe Morales
President - BoE

Chief of Department
Charles Glover

President
Joe Morales
jose.morales@cortlandfire.org
(607) 756-5612

Vice-President
Greg Maxwell
gregory.maxwell@cortlandfire.org

Secretary
Vincent Minnella

Treasurer
Mark "Jesse" Evans

Deputy Chief
William Buttino

1st Assistant Chief
Richard Allen

2nd Assistant Chief
Scott Fairbanks

**Water Witch Steamer & Hose
Co. #1**

Orris Hose Co. #2

Excelsior Hook & Ladder Co. #3

Hitchcock Hose Co. #6

CITY OF CORTLAND

SPECIFICATIONS FOR GARBAGE, TRASH & RECYCLING CONTRACT

SPECIFICATIONS FOR GARBAGE REMOVAL

1. The Contractor shall regularly and expeditiously collect, remove, transport and dispose of any and all garbage of owners and occupants of properties, firehouses, and municipal buildings and residential properties participating in the City's waste collection program, within the limits of the City of Cortland for a three (3) period, beginning January 1, 2011 through December 13, 2013.
2. The Contractor shall regularly and expeditiously collect, remove and transport all recyclable materials of owners and occupants of properties, firehouses and municipal buildings and residential properties within the City of Cortland who participate in the City's waste collection program.
3. The Contractor shall furnish all labor, tools, conveyance equipment and apparatus to do all the necessary things in order to perform the work described herein. **The proposal is subject to NYS Department of Labor for Prevailing Wages as an Article 9 Public Works Project for Trash and Refuse Removal.** All proposals must use the prevailing wage schedule contained in Exhibit A. Any questions regarding the Prevailing Wage Schedule should be directed to the Bureau of Public Works District Office for our region as listed on page 12 of the prevailing wage schedule.
4. The Contractor is not required to collect residential garbage except from the curb in front of residences.
5. The Contractor shall make the garbage collections required herein at least once in each week, at such time and on such days in each week as the Board of Public Works or its duly designated agent may direct, between the hours of 7:00 AM until day's scheduled routes are completed. The Contractor shall collect waste materials from the Municipal waste containers in the downtown area on Mondays, Wednesdays, and Fridays. It should be noted that the collection schedule may be altered during the weeks that the following legal holidays occur: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor and the City must mutually agree on an amended schedule and the City shall publish notification of said change in the Cortland Standard.
 - a. The successful bidder shall be responsible **for no less than five (5) "special collection projects" per annum.** A "special collection project" consists of providing the equipment and manpower for the collection of waste materials for a special event. Two (2) of the five (5) special projects will include collection of waste material from

downtown municipal waste containers immediately after the Dairy and City Cleanup Day each year. The three (3) remaining projects shall be identified by the Mayor, but in any event, shall **NOT** include such items as white goods, trees, leaves, branches and grass clippings.

6. The Contractor shall collect all garbage within the City of Cortland in any places that the Common Council deems that exceptional conditions exist; such collections shall be made as often as the Common Council shall deem necessary to prevent unsanitary conditions.
7. Under the direction of the Superintendent of Public Works, the Contractor shall provide services to the extent that the Superintendent of Public Works deems necessary to prevent unsanitary conditions.
8. Upon the direction of the Superintendent of Public Works, the Contractor will provide services to the extent that the Superintendent of Public Works deems appropriate in order to insure that the level of services provided is consistent to the current levels of service.
9. The Contractor's proposal should reflect the cost of collection and transfer of recyclable materials to a designated facility.
10. The Contractor shall fully and at all times comply with all the sanitary rules and regulations of the State of New York and of the Health Department of the County of Cortland and the appropriate Board of Health of the Town where the garbage is disposed.
11. The Contractor **may not** assign contract or any part thereof or subcontract any portion of the work contemplated without the prior **written consent** of the Common Council of the City of Cortland or its duly authorized representative.
12. The Contractor shall furnish the City with a suitable three (3) year Performance Bond to be an indemnity to the City of Cortland, New York in case of any default or breach of contract, or in the event that the City takes the steps to terminate the contract as it is described in these specifications. The amount of the performance bond shall be calculated as follows:

2015 Bid per ton x2400 tons = Performance Bond

13. The Contractor shall, prior to commencing operations hereunder, secure worker's compensation insurance for all employees engaged, or to be engaged in the performance of this contract. The Contractor will hold the City of Cortland harmless from any and all claims for compensation or injuries to his employees.

14. The Contractor shall name the City of Cortland as an unrestricted additional insured and shall indemnify and save harmless the City of and from any and all claims, actions, damages and charges of every name and nature whatsoever arising from the negligence or want of care of the Contractor, his agents or employees in the execution of the work contemplated before commencing operations. The Contractor shall secure comprehensive automobile liability coverage for all motor vehicles. Said policy shall protect both injury and property damage in at least the sum of \$1,000,000.00 single limit.
15. The Contractor, before commencing operations hereunder shall secure a policy of general liability insurance protecting himself, and the City of Cortland from liability for damages for negligence of himself, his agents and employees in performing the duties of Contractors.

GENERAL LIABILITY

- 1) Comprehensive Form
- 2) Premises/Operations
- 3) Underground Explosion & Collapse Hazard
- 4) Products/Completed Operations
- 5) Contractual
- 6) Independent Contractors
- 7) Broad Form Property Damage
- 8) Personal Injury
- 9) Other – Pollution Liability

LIABILITY LIMITS FOR THE GENERAL LIABILITY INSURANCE LISTED ABOVE

1. Bodily Injury:	\$3,000,000 Each Occurrence \$3,000,000 Aggregate
2. Property Damage	\$3,000,000 Each Occurrence \$3,000,000 Aggregate
3. BI and PD Combined:	\$3,000,000 Each Occurrence \$3,000,000 Aggregate
4. Personal Injury	\$3,000,000 Aggregate

16. The Contractor before commencing operations hereunder shall also submit proof of having excess liability insurance, naming the City as additional insured in an umbrella form with liability limits for Bodily & Property Damage combined in the amount of one million dollars per occurrence and one million dollars aggregate.

17. The Contractor shall provide certificates of insurance to the City of Cortland to be filed with the City Clerk of said City prior to commencement of any work under this contract. Certificates shall contain provision for 30 days written notice to the City of Cortland of change or cancellation.
18. The Contractor shall cause all garbage removed from the City of Cortland to be enclosed in such a manner that the same shall not create littering or noxious odors or will in any way annoy the residents of the City of Cortland.
19. In the event the Contractor shall fail or neglect to perform any of the duties or services contained in these specifications, the City of Cortland may, by resolution, declare this contract terminated and cause a notice to be served by the Director of Administration and Finance upon the Contractor, which notice shall be served by mailing the same by certified mail addressed to the Contractor and the City shall have the right to proceed against the Contractor for damages for his failure to comply with these specifications, such damages shall include, but not be limited to such additional amounts as the City of Cortland may be obligated to pay to secure the same services as herein specified for and during the term of the contemplated contract.
20. All bidders shall note the manner in which rubbish and recyclable materials are to be placed for collection pursuant to Chapter 241 of the Code of the City of Cortland. A copy of Chapter 241 is included as Exhibit D. All bidders shall further note that the list of materials to be recycled may be amended during the term of the contract.
21. The proposal price shall be on a per ton basis for labor only for each year of the contract. (The successful bidder shall be prepared to bill the City on a monthly basis.)
22. Presented herein as Exhibit B is historic data and/or estimates on the number of weekly collection stops, tonnage collected, and the number of residential units participating in the municipal collection system. **The information is presented solely for the purpose of establishing a common basis for interested bidders to prepare their proposals. The City makes no representations, actual or implied, as to the accuracy of the data presented herein.** The City will cooperate fully with any bidder wishing to review the City's records.
23. The City of Cortland shall pay for tipping fees directly to the utilized landfill and will only pay for refuse/recyclables associated with the collection of material picked up under this RFP. However, the City reserves its right to change the landfill upon giving a 30-day written notice to the contractor. The contractor entered into between the City and the successful bidder shall include language, which allows for the negotiation of an addendum to the

contract should the City opt to utilize a different landfill. All recycling must be delivered to the Cortland County Recycle Center.

24. The City hereby notifies all bidders of its intent to include an article in the contract allowing for termination of such agreement by providing the contractor with a written “notice of termination”, without cause, 120 days in advance of such termination.

25. The Contractor shall be responsible for providing dumpsters and dumpster services at the following locations:

Yaman Park (seasonal)
DPW Garage
Youth Bureau Garage
City Hall
City Waterworks Dept.

26. In the interest of preserving the condition of the streets and roads within the City, the Contractor must use dual-axle vehicles/equipment only, as front-line vehicles/equipment, in serving the City’s residential neighborhoods. It is understood that in the event of emergency or unusual circumstances, other vehicles/equipment may be utilized from time to time.

27. The following information **MUST** be provided with the proposal:

- 1) No less than five (5) references from commercial accounts. Include name and phone number for contact person.
- 2) List of municipal clients, if any, and name and phone number of contact person.
- 3) Local or toll-free phone number available for City residents to use in the event they have a complaint or question. In the event neither is currently available, include a statement on the manner in which such inquires will be handled.
- 4) Complete list of the fleet of vehicles and equipment available to handle this account. Include the capacity, year, make, and model of all vehicles and equipment. In the event of breakdown of front-line vehicles/equipment, is ample or additional equipment available in reserve to handle this account?

5) Will the bidder provide white goods collection and disposal for the City of Cortland residents who request such service and bill the user of said service directly?

YES: _____ NO _____

6) Copy of the current NYS DEC Waste Transport Permit.

BID FOR WASTE DISPOSAL AND RECYCLING SERVICES

The price per ton quoted is to include the following:

1. Collection and disposal of garbage for those participating in the City's program.
2. Collection and disposal of **commingled recyclable** materials currently mandated for recycling and any other additional materials designated for the recycling program during the term of the contract.
3. Labor for Special Collection Projects.
4. Any and all expenses associated with items 1 through 4, above and the duties outlined in the specifications issued for this bidding process.

2014 Bid Price Per Ton:

2015 Bid Price Per Ton:

2016 Bid Price Per Ton:

Dumpsters Fee Per Month:

Name of Firm:

Name of Contact Person:

Address:

Phone Number:

Signature of Officer, Owner, or Partner

Date

BID FOR WASTE DISPOSAL AND RECYCLING SERVICES

The price per ton quoted is to include the following:

5. Collection and disposal of garbage for those participating in the City's program.
6. Collection and disposal of **commingled recyclable** materials currently mandated for recycling and any other additional materials designated for the recycling program during the term of the contract.
7. Labor for Special Collection Projects.
8. Any and all expenses associated with items 1 through 4, above and the duties outlined in the specifications issued for this bidding process.

2014 Bid Price Per Ton:

2015 Bid Price Per Ton:

2016 Bid Price Per Ton:

Dumpsters Fee Per Month:

Name of Firm:

Name of Contact Person:

Address:

Phone Number:

Signature of Officer, Owner, or Partner

Date

EXHIBIT A

PREVAILING WAGE SCHEDULE

SEE SEPARATE ATTACHED SCHEDULE

PRC #2010900785

EXHIBIT B

RELEVANT INFORMATION & DATA

- | | | | |
|------------|-------------|-------------|-------------|
| | <u>2007</u> | <u>2008</u> | <u>2009</u> |
| 1. Tonnage | 2409 | 2307 | 2141 |
2. Number of Blue Bags Sold in 2009:
- | | | |
|------------------|------------------|------------------|
| <u>36 Gallon</u> | <u>18 Gallon</u> | <u>13 Gallon</u> |
| 142,000 | 23,500 | 500 |
3. Estimated Number of Weekly Residential Stops: Approximately 4,800
4. Estimated Number of Dwelling Units Served: Approximately 6,400
5. Any monies received from the sale/disposition of recycled goods shall be returned to the City.
6. The Recycling Center is located within the City of Cortland.
7. Location of Cortland County Landfill is approximately seven (7) miles from the City of Cortland.
8. Recycled goods are to be collected on a commingled basis.
9. Pizza boxes are considered refuse and are **not** recycled; however, pizza boxes need **not** be placed in blue bags for disposal. The contractor **shall** make the appropriate arrangements to dispose of pizza boxes, which are errantly placed in recycling bins.

EXHIBIT C

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in the bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. NO attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Bidder.

Signed:

Printed Name:

Title:

Name of Firm:

Date: