



CITY OF CORTLAND  
OFFICE OF COMMUNITY DEVELOPMENT  
THOMA DEVELOPMENT CONSULTANTS

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25 Court Street, Cortland, New York 13045 Ph. 607.753.1433 Fx. 607.753.6818  
[www.cortland.org](http://www.cortland.org)

**MEMO**

**TO:** Mayor Brian Tobin and Common Council Members

**FROM:** Ann Hotchkin  
Fair Housing Officer 

**DATE:** March 4, 2014

**SUBJECT:** April is Fair Housing Month

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Attached please find a copy of the proclamation that you will be asked to make at the March 18, 2014 Common Council meeting. This proclamation designates "April is Fair Housing" month in the City and affirmatively furthers the City's stand against housing discrimination in the sale, financing, or rental of dwellings on the basis of race, color, religion, sex, national origin, familial status, or handicap. As a federal grantee, the City certifies that it will engage in activities to further Fair Housing.

As we have done in the past, we are going to coordinate a newspaper advertisement with the Cortland County Board of Realtors and two local banks regarding the "April is Fair Housing Month" designation.

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

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

Attachment

*"The Crown City"*

## PROCLAMATION

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

WHEREAS, the month of April 2014 has been designated by the U. S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity as Fair Housing Month,

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

Given under my hand and the Seal  
of the City of Cortland, this \_\_\_\_  
day of March 2014

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Brian Tobin, Mayor

## What Should I Do If I Think I Have A Housing Complaint?

- If you have a question or concern over the habitability of your rental unit, you can contact the City's Code Enforcement Office at City Hall, 25 Court Street, Cortland, 753-1741.
- If you believe that you have been discriminated against in the sale, rental or financing of any housing, here are some suggestions:
  - Write down the name of the person, bank, real estate agency or housing complex that you believe discriminated against you and every detail about what occurred, such as dates and what you were told.
  - Retain copies of rental or lease agreements or contracts of sale that you have received from the landlord, real estate agent or lender. If you know someone who has received a different contract or agreement, and is willing to help, get a copy of that agreement also.
  - Save copies of any utility or maintenance bills or receipts that you have received concerning the property.
  - Retain letters, notices or other correspondence from the landlord, real estate agent, or lender; write down conversations with these persons and the dates if you think they discriminated against you. Keep records of information you hear from others about the same property or the same lenders. Some of the information may help you or your attorney show a pattern of discrimination.
- If you feel your housing rights have been violated, you may want to consult a lawyer. If you do not have a lawyer, you can call:

**Lawyer Referral Service** at 1-800-342-3661

Low Income persons may be eligible for assistance from:

**Legal Services of Central New York**

111 Port Watson Street  
Cortland, New York 13045  
(607) 753-0063

For a no-cost mediation of a tenant/landlord dispute call:

**New Justice Conflict Resolution Services, Inc.**

(607) 753-6952

To obtain HUD Complaint Forms or if you have questions or concerns with respect to discrimination in the sale, rental or financing of housing, contact:

**Fair Housing Office**

HUD Buffalo Area Office  
Lafayette Court • 465 Main Street  
Buffalo, New York 14203  
(716) 551-5755

**Office of Fair Housing and Equal Opportunity**

Toll Free Number: 1-800-669-9777  
TDD - 1-800-927-9275

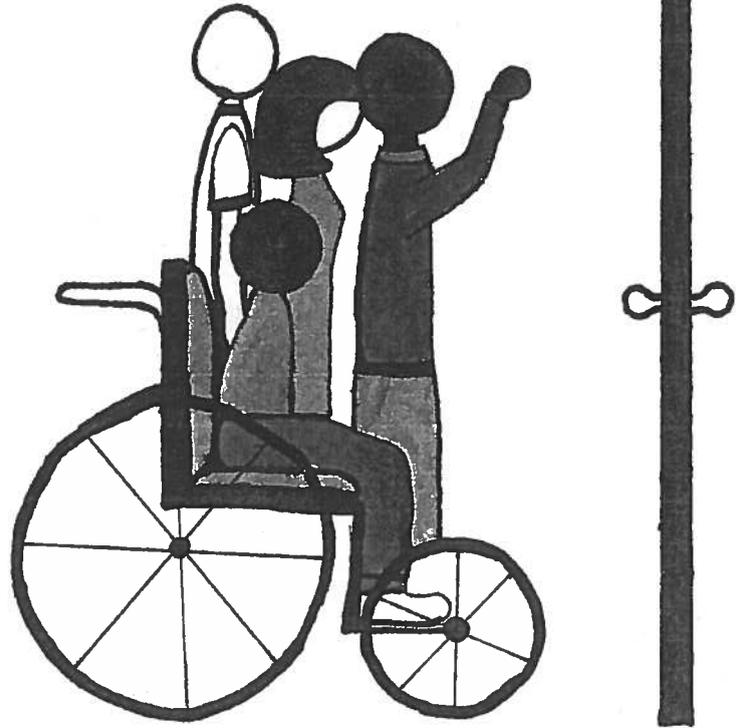
**New York State Division of Human Rights**

333 East Washington Street  
Syracuse, New York 13202  
(315) 428-4633

**Fair Housing Officer**

City of Cortland  
25 Court Street  
Cortland, New York 13045  
(607) 753-1433

**REMEMBER: FAIR HOUSING IS FOR EVERYONE!**



# Fair Housing Is For EVERYONE

Cover design: Gregory Peppel, Cortland Jr.-Sr. High School student.

This brochure was prepared by the City of Cortland's Office of Community Development with funds provided by the U.S. Department of Housing and Urban Development.



## Fair Housing

Title VIII of the 1968 Civil Rights Act, the Federal Fair Housing Law and the Fair Housing Amendments Act of 1988, state that it is a policy of the United States to provide Fair Housing for its citizenry, within constitutional limitations. Discrimination in the sale, rental, or financing of dwellings on the basis of race, color, religion, sex, national origin, handicap, or familial status is specifically prohibited under this law. In addition, specific design and construction criteria are set forth for many new multifamily dwellings opening on or after March 13, 1991 with respect to handicap accessibility.

The City of Cortland is also committed to the provision of equal access or equal housing opportunities for all its residents. While we are protected by law against discrimination in housing, the City recognizes that this is only the first step toward Fair Housing and that actions to affirmatively further this right are also necessary. To this end, the City of Cortland has enacted Local Law 3, 1996 which enforces the City's stand against housing discrimination at the local level.

This brochure has been prepared to provide you with important information when you rent or buy a home. Protect yourself by knowing your rights.

### Who Must Obey The Federal Fair Housing Law?

All of the following people are always covered by the Fair Housing Act:

- A major actor, such as a landlord, seller or financier involved in three or more sales or rentals in the previous 12 months.
- A rental agent, real estate agent, or sales agent involved in two or more sales or rental transactions in the previous year.
- The owner of a building that can house five or more families.
- An owner-occupied dwelling of four units or less where the owner publishes any notice, statement or advertisement regarding the availability of a unit in said dwelling.
- The owner of a single family house sold or rented by an owner that uses the services of a real estate broker, salesman or agent or an owner who publishes, posts or mails any advertisement for the sale or rental of any single family dwelling.
- The owner of any dwelling provided in whole or part with the aid of loans, advances, grants or contributions made by the Federal Government unless payment thereon has been made in full prior to enactment of this title.

### Discrimination Is Against The Law

The Federal Fair Housing Law and New York State's Human Rights and Real Property Laws provide protection against the following if they are based on race, color, religion, sex, national origin, disability, marital status, children, age, or Vietnam Era Veteran status:

- Advertisements that discriminate. This includes newspaper advertisements that say housing is for "adults only" or "no children allowed" unless the housing is intended for older adults as described following.
- Discrimination in the terms or conditions for property rental or purchase.
- Misrepresentations to the effect that property is not available for inspection, rental, or sale, when in fact it is.
- Retaliation because you filed a complaint or opposed practices forbidden by law.
- "Blockbusting", which is any effort by real estate brokers or salespeople to persuade owners to sell their houses by telling them that minority groups are moving into their neighborhood.
- Discrimination in obtaining credit, including mortgage and home improvement loans from banks and other financial institutions.
- Denying use of or participating in any real estate services, such as brokers' organizations, multiple listing services, or rental of housing.

## Is It Ever Legal To Exclude Persons Or Families With Children From Housing?

Laws to prevent discrimination against persons, including families with children do not apply to:

- State or federally subsidized housing designed to assist elderly person.
- Housing intended for and operated for occupancy by persons 6 years of age and older.
- Housing intended for and operated for occupancy by households which have one person who is 55 years of age or older and at least 80% of the units are to be occupied by at least one person 55 years of age or older.

### You Have A Right!

In addition to the Fair Housing Laws, New York State Law provides the following protection:

- A "Warranty of Habitability" states that in every rental unit there is an implied guarantee that the house or apartment is safe, livable and sanitary.
- It is the duty of the landlord to give you a signed rent receipt for payment made in cash stating the date, amount paid, and identifying the premises for which rent was paid.
- Lease agreements must be written in non-technical language and in a clean manner using words with common, everyday meaning and appropriately divided and captioned by its various sections. It cannot be changed while it is in effect unless both parties agree. At minimum, leases should specify the names and addresses of the parties, the amount and due dates of the rent, the duration of the rental, the conditions of occupancy, and the rights and obligations of both parties.
- Tenants who do not have leases and pay rent on a monthly basis are called month-to-month tenants. Tenancy may be terminated by landlord or tenant by giving one month's notice. The termination notice need not specify why the landlord seeks possession of the apartment. A landlord may not automatically evict a tenant. A landlord may raise the rent of a month-to-month tenant without the consent of the tenant.
- A landlord may enter a tenant's apartment with reasonable prior notice, and at a reasonable time, to provide necessary or agreed upon repairs and services; in accordance with the lease; or to show the apartment to prospective purchasers or tenants. In emergencies the landlord may enter the apartment without the tenant's consent.
- Only a sheriff, marshal, or constable can carry out a court ordered warrant to evict a tenant. A landlord may not evict a tenant by use of force or unlawful means, remove a tenant's possessions, lock the tenant out of the apartment, or willfully discontinue essential services such as water or heat.
- If your apartment is in a complex consisting of six or more units the landlord must put the deposit in an interest bearing account. Interest must be paid when the lease expires. The landlord must return all but 1% of the interest earned on your security deposit. A landlord may use the security deposit as reimbursement for the reasonable costs of repairs beyond normal wear and tear and for any unpaid rent.
- A landlord may not interfere with the rights of tenants to form or participate in the lawful activities of tenants' groups and organizations.

THE CONDITIONS OUTLINED IN THESE LAWS ARE COMPLEX AND YOU ARE ADVISED TO REFER TO THE AGENCIES LISTED OR HAVE YOUR LAWYER DO SO PRIOR TO UNDERTAKING ACTION.



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**M E M O**

TO: City of Cortland Common Council

FROM: Bernie Thoma 

DATE: March 10, 2014

SUBJECT: Christopher & Karrie Kabanuk's Participation in the CDBG Program

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We have pre-qualified Christopher and Karrie Kabanuk for the City's 2014 City-wide CDBG Housing Rehabilitation Program. HUD regulation 24 CFR 570.489(h) prohibits the participation of any employee, agent, officer, elected or appointed official or any person with whom they have business or family ties from participating in the CDBG Program without a waiver of the Conflict of Interest requirements. Mr. Kabanuk is employed by the City's Department of Public Works.

Since Mr. Kabanuk does not participate in any decision making functions, an official conflict of interest waiver may not be necessary. We will send a letter to the City's attorney to confirm this (see attached). We would still recommend that the City openly discuss Christopher and Karrie Kabanuk's intended participation at a Common Council meeting. Please forward a copy of the section of the minutes related to this discussion to us for our files.

Anyone who has any questions is encouraged to contact Linda Armstrong or Annette Huskins of my staff at 753-1433.

Attachment

*"The Crown City"*



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March 10, 2014 25 Court Street, Cortland, New York 13045 Ph. 607.753.1433 Fx. 607.753.6818  
[www.cortland.org](http://www.cortland.org)

Mr. Richard Van Donsel, Esq.  
City Hall  
25 Court Street  
Cortland, NY 13045

Dear Mr. Van Donsel:

The City of Cortland has funds available for a City-wide Housing Rehabilitation Program. Our firm has been hired by the City to administer this program.

We received an application from Christopher and Karrie Kabanuk, and have pre-qualified them for participation in the program. Mr. and Mrs. Kabanuk meet the criteria for participation, however, Mr. Kabanuk, is employed by the City's Department of Public Works.

HUD regulation 24 CFR 570.489(h) (copy enclosed) prohibits the participation of any employee, agent, officer, elected or appointed official or any person with whom they have business or family ties from participating in the CDBG Program without a waiver of the Conflict of Interest requirements. However, since Mr. Kabanuk does not participate in any decision-making functions, it appears circumstances do not rise to the level of a prohibited conflict of interest, which would necessitate a waiver.

Based on past experience, we are sending you this letter with the understanding that, unless we hear from you advising us otherwise, we may assume a Conflict of Interest Waiver is not required for Mr. and Mrs. Kabanuk, and we may proceed with their project.

Thank you for your attention to this matter. Should you need additional information, please contact us at (607) 753-1433.

Sincerely,

Bernard Thoma

Enclosure

cc: Brian Tobin, Mayor

*"The Crown City"*

**CITY OF CORTLAND, NEW YORK**  
**LOCAL LAW NO. 2 OF THE YEAR 2014**

A local law Amending City Code § 11-64A to add a new parking restriction.

Legislative intent: The purpose of this law is to designate a parking spot adjacent to City Hall, Church Street exit for No standing or parking.

FINDINGS: The Common Council of the City of Cortland finds that exit from the City Hall parking lot onto Church Street is or can be hazardous by limiting the line of site for exiting vehicles,

11-64 A The standing of vehicles is hereby prohibited at all times in any of the following locations:

<b><u>Highway</u></b>	<b><u>Side</u></b>	<b><u>Boundaries</u></b>
Church Street	West	From the intersection of the centerline of said exit with the centerline of Church Street a distance of 20 ± North

## MEMORANDUM

TO: Mayor Brian Tobin and Members of the Common Council

FROM: Bernie Thoma

DATE: February 25, 2014

SUBJECT: Comprehensive Contract

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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 contact fall under the monthly fee for services.

Linda Armstrong will be attending the Common Council meeting March 18, 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



## **Central New York Mustang & Ford Club**

Post Office Box #301  
Cortland, New York 13045

Mick Lowie, President 607-753-0544  
William O'Gorman P.R. 607-543-1215

March 5<sup>th</sup>, 2014  
City of Cortland  
Common Council  
Court Street  
Cortland, NY 13045

Dear Council Members;

From 1993 through the late 1990's I was proud to have held "Cruise Nite" here in Cortland. The traditional start has always been in Marathon and the ensuing Cruise always ended in Cortland. We used Main street, the College parking lot or even the parking area near Kmart as our ending.

This year marks the 31<sup>st</sup> Anniversary of this event, and for 31 years it has brought our community together, and invited visitors to come and see where we live and how we enjoy our town.

Cruise Nite has always been a fun way to offer our community a spring time event that is entertaining and community based.

Over the years the format has been different, even our ending Cruise locations have varied from Smith Corona's parking lot, the Kmart parking lot, even the parking at S.U.N.Y. Cortland. No matter where we ended our parade to show off the Cars that everyone loves, our goal has always the same...fun for the entire family, right here in Cortland New York.

Once again, I have teamed up with the Central New York Mustang and Ford Club which will allow this event to be covered by Hagerty Insurance of Traverse City, MI. The folks at Hagerty specialize in Classic Vehicle Insurance and Car Event Coverage. Coverage will be One Million Dollars (\$1,000,000.00.)

Our request of the Common Council is to help this event by allowing the closure Main Street for this event on Sunday, May 19<sup>th</sup>, 2014 from 2 pm until 6pm. The closing request is exactly the same as what was approved for this event in past years.

We are requesting the closure of Main Street from the Groton Avenue intersection through Tompkins Street intersection. The traffic flow along Court Street would remain intact.

18<sup>th</sup>

Closing Main Street from Groton Ave through Tompkins Street, provides for the safety of the crowds and for emergency equipment to be able to respond during an emergency as we are able to spread the cars and the crowd out and keep the streets clear for emergency traffic or situations.

We, the organizers of Cruise Nite 2014 ask for and encourage local business to interact with the show participants and the area residents who will come to our Main Street Cortland and visit.

Even though most every business will be enjoying Sunday off, we offer to those business' that remain open the opportunity for concession sales. We will not be offering any food for sale and most of the show participants will be looking for some type of meal...perhaps pizza, hot dogs or burgers, to satisfy the needs of their families.

As the show lets out between 5pm and 6pm, the area eating establishments will certainly see an extra dinner crowd and should enjoy incremental sales for the day.

The Cruise participants will park on Main Street and allow the public to review the cars on display, listen to Oldies 101.5 music and participate in the live broadcast. The show-mobile has will be once again reserved for this event and door prizes donated by area merchants will be given out to participants.

The Cortland County Sheriff's office has always been kind enough to escort our "parade" to the City and we would appreciate a City Police escort to the Main Street parking venue from the Port Watson Street Bridge.

To ensure that all participants in the "Cruise" have insurance on the vehicle they are driving, we require the New York State Insurance Card be displayed on the dash by the registration sticker. No vehicle will be allowed to stage in the Marathon Show Field without this card on display. We are further requesting the card stay on display until the show has ended in Cortland.

As a final request, we are asking that the \$250 Fee for closing the street and the fee to use the showmobile be waived as our group is non profit and the funds raised just about cover our insurance.

If you have any questions or need additional information, please feel free to call me direct.

Sincerely;

*Bill O'Gorman*

Bill O'Gorman

Chairperson/Public Relations

Cruise Nite 2014

607-543-1215

## Cortland Police Department Parade Permit Application

This application must be filed with the Chief of Police of the City of Cortland, New York, in compliance with Chapter 199, section 199-1 of the Code of Ordinances of the City of Cortland, New York, fifteen (15) days prior to the event.

William R O Gorman - Chairperson

Name of Applicant/Title

# 20 Lansing Ave  
Box 301, Cortland NY 13045

Address of Applicant

MARCH 3rd 2014

Application Date

607 543-1215

Telephone Number

CNY - Mustang - All Ford Club

Name of Organization Sponsoring Parade/Demonstration

None

Telephone Number

Box 301 Cortland New York 13045

Address of Organization

MAY 18th 2014

Date of Event

Sunday

Day of Week

2pm

Start Time

6pm

Finish Time

Parade Route/ Demonstration Location: Our Club would like to Request  
the exclusive use of MAIN Street Cortland, from Groton Ave  
to Tompkins St. Our Plans are the same as 2013, Showmobile,  
DJ, Old-Classic Cars. We will Parade from Main St  
to Main St. Starting at Port Watson To Church, Church to Court St.  
Then to Main St. (Police Escort from Port Watson to Main, Please)  
Going up Court St. minimizes Traffic Congestion At Groton Ave  
Scheduled stops along the route and reason for stop: None -

Is a police escort required:

yes

no If Available

Number of people scheduled to participate:

200-350

Number of vehicles in line of march:

75-100

Number of horses in line of march:

0

Number of animals (not being transferred):

0

Is any other noise making units scheduled to participate:

Showmobile and DJ/Radio's

If yes, explain: Showmobile By Allman Brook To Stage & Music

Will guns (explosives) be fired and spent shells ejected:  yes  no  
Will bicycles be allowed in line of march:  yes  no  
Number of persons scheduled for parade/demonstration control: 15  
Specific organization engaged for control: Our Car Club

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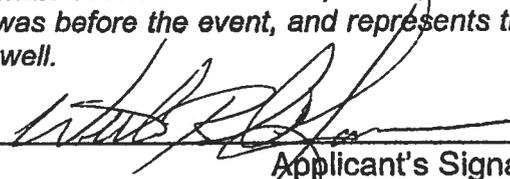
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### Indemnity Agreement

*By signing below, Applicant agrees that the Sponsoring Organization will indemnify and hold harmless the City of Cortland with respect to any and all claims for personal injury or property damage arising from the activity which is the subject of this application, and represents that the Applicant is duly authorized to bind the Sponsoring Organization in that regard.*

*By signing below, as a condition of the issuance of this permit, Applicant agrees to furnish the City of Cortland with a copy of the Sponsoring Organization's insurance certificate listing the City as an additional insured in accordance with the City of Cortland's requirements, such insurance certificate to be provided in time for the City's insurance advisor to review and approve it before the permit is issued.*

*By signing below, Applicant agrees that the Sponsoring Organization will pay the actual cost of restoring any area damaged as a proximate result of the event, which is the subject of this application, to as good a condition as it was before the event, and represents that he or she is duly authorized to make this promise, as well.*

  
\_\_\_\_\_  
Applicant's Signature

The aforementioned application has been reviewed. This application has been

approved

denied

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certificate of Insurance on file:  yes

no

**APPLICATION**  
**For Street Closings**  
**PLEASE PRINT ALL INFORMATION**

Today's Date: March 6th 2014

Address of Street Closing: MAIN ST. Gorton to Tompkins (Court open)

Describe Event: Cruise Night Car Show Event

Applicant: O'Gorman William R Ph #: 607 543.1215 607 6624600  
Last First MI (home) (work)

Address: 20 Lansing Ave E-mail address: BillOGorman1@gmail.com  
Street

Cortland NY 13045  
City State Zip Code

Date of Street Closing Sunday May 18th Alternate Rain Date NONE

Start time: 2 pm a.m. Finish time: 6 pm p.m.  
\*(no earlier than 9:00 a.m.) \*no later than 8:00 p.m.)

(\*-unless altered by Common Council)

Estimated # of persons attending: 300

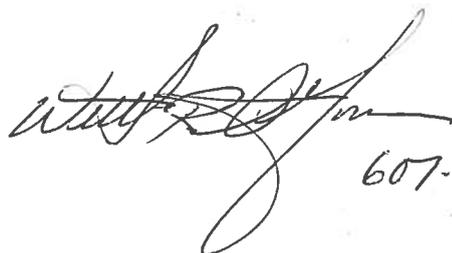
Will amplified music be provided? Yes 2 speakers on show mobile stage

(if yes, refer to requirement #8 for compliance)  
City Ordinance Sct. 193-5 requires Common Council permission; Sct. 193-7 requires \$250 fee  
- Request fee be waived

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

**Alcohol is only allowed on private property. All state and city alcohol laws still apply during Street Closings.**

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



607-543-1215

## CITY OF CORTLAND

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### STREET CLOSING PERMITS

Get with your neighbors and sponsor a neighborhood street closing. Find out what you need to do to make it a success.

**You must read and follow these guidelines for a street closing.  
It's also a good idea to print this page to keep.**

In order to have a street closing in the City of Cortland, New York, all of the following guidelines must be observed:

1. The applicant must sign and submit the attached form to the Chief of Police at least thirty (30) days prior to the day of the proposed street closing. City Code Sect. 245-1 requires approval from the Common Council.
  - 1a. A street closing application must be obtained from the Department of Police and be on file at least 30 days before the date of the gathering. It is recommended that an application be requested as early as possible. Call (607) 753-3001 ext. 227 for the application information.
  - 1b. Committees President – One person must be appointed to assume the responsibility and act as chairperson for the street closing. This person's name and phone number as representative will be on file at City Hall and act as the only contact person.
2. Based on the information provided, the Cortland Police Department will make a recommendation as to whether or not the street will be designated a street closing.
3. No more than one city block may be temporarily closed. (Intersections remain open)
4. In all cases, there must be immediate access for all emergency vehicles.
5. **Access will not be allowed for drivers of vehicles whose residences are within such closed area.**
6. Barricades and signs must be placed at each end of the block, which adequately warns vehicles of the street closure (to be dropped off and picked up by City Police).
7. The applicant assumes responsibility for cleaning up the street and removing debris left as a result of the party.

## Street Closing Permits

8. Neighbors in contiguous blocks have the right to access and quiet enjoyment of their property. The City will investigate any reports received as to excessive noise, disruptive or offensive behavior, failure to allow a resident on a closed street from entering, etc. No music after 9:00 p.m.
9. The street closing designation will only be effective during daylight hours. For the purposes of this policy, daylight hours are defined as 9 a.m. to 8 p.m. local time of any day. If an alternative rain date is indicated on the request form, the street closing may be conducted on either date, at the discretion of the applicant, but **not** on both dates. The Common Council may, at any time, alter the defined street closing times.
10. Make sure that everyone on the block is invited to attend. It is best that at least 75% of the residents are willing to participate in the street closing. Those who do not wish to be involved in the gathering should be kept informed of the scheduling of street closing times, etc.
  - Beer and intoxicating liquor is **NOT** permitted on public property. Allowed on Private property only.
  - The City will deliver barricades to the home of the authorized representative on Friday and pick them up from the same location (on the tree lawn) on the following Monday. Special arrangements can be made for parties during a holiday.
  - Police, Fire and EMS are notified of the street closing. If an emergency vehicle is needed during the party, barricades must be removed from both ends of the block.
  - Barricades must be removed from the street by 8:00 p.m. unless otherwise designated by the Common Council. This rule must be enforced to protect residents, any activity on the street after dark poses a safety hazard.
11. Failure to comply with any of the aforementioned guidelines may result in future street closing applications being denied by the Common Council.
  - 11a. Remember, the safety and enjoyment of all involved is our primary concern.
  - 11b. Applicant shall notify the Police Communications Center, 607-756-2811 when the street is closed and again when it is opened.

mayorofc

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**From:** Mack Cook  
**Sent:** Thursday, March 06, 2014 9:19 AM  
**To:** mayor  
**Subject:** FW: Proposal for design of downtown parking area improvements  
**Attachments:** Cortland parking proposal.pdf

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**From:** Mack Cook  
**Sent:** Wednesday, March 05, 2014 4:53 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); lawdept  
**Cc:** Rich Cunningham (rich@thomadevelopment.com); gridley mike (mikegri@CSCOS.COM); garry@cortlandbusiness.com  
**Subject:** FW: Proposal for design of downtown parking area improvements

Mayor and Members of Common Council

On Council's agenda for its next meeting will be the following agenda.

*Consideration of a Resolution to authorize the Mayor to accept the proposal from C&S Engineers, Inc. for design and engineering services for the Port Watson/Ames Parking Lot Reconstruction Project in an amount not to exceed \$18,000.*

This will be funded from the \$150,000 parking deck grant that was redirected to re-construction of the Port Watson/Ames parking lots. C&S is a grantor approved engineering firm and currently working with the City on the Noss Park reclamation project and provided the design services on the 1-81 Gateway project. They also provided the initial design study that was provided to the Regional Development Council and was essential in redirecting the parking lot deck funding to the parking lots.

Please let me know if you have questions regarding this resolution.

Mack

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**From:** Mike Gridley [<mailto:mgridley@cscos.com>]  
**Sent:** Tuesday, March 04, 2014 3:19 PM  
**To:** Mack Cook  
**Cc:** Rich Cunningham  
**Subject:** Proposal for design of downtown parking area improvements

Mack,

Attached is our proposal for the downtown parking area improvements. Please call to discuss if you have any questions. Thanks!

Mike

3/6/2014



**C&S Companies**  
499 Col. Eileen Collins Blvd.  
Syracuse, New York 13212  
p: (315) 455-2000  
p: (315) 455-9667  
www.cscos.com

March 4, 2014

Mack Cook  
Director of Administration and Finance  
City of Cortland  
25 Court Street  
Cortland, NY 13045

Re: Design, Engineering, and Construction Inspection Services for City of Cortland Downtown Parking Area Project

Dear Mr. Cook:

C&S Engineers, Inc. ("Engineer") is pleased to submit this proposal to render design, engineering and construction inspection services in connection with the City of Cortland Downtown Parking Area Project (hereinafter called the "Project"). Our Basic Services will consist of engineering and design of an expanded downtown parking area; the specific scope of which is included in Exhibit A (attached). We ask you ("Owner") to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder.

Preliminary design documents and our preliminary opinion of total project costs shall be submitted 30 calendar days after this agreement has been fully executed and we have received a topographic survey of the project site. Upon your review of the preliminary design documents and opinion of costs and receipt of your authorization to proceed, we will proceed with the final design. Final design documents shall be submitted within 30 calendar days of your authorization to proceed on same. If you should request any modifications or changes to the general scope or extent of the Project, the time allowed for performance of our services will be adjusted accordingly.

In exchange for performance of our services, you agree to pay us for Basic Services a Lump Sum fee of **\$18,000**, to be broken down according to the major project tasks as follows:

- Project Scoping/Data Collection: **\$8,700** (including \$3,500 for survey by subconsultant)
- Preliminary Plans and Specifications: **\$4,500**
- Final Plans and Specifications: **\$4,000**
- Bidding Phase: **\$800**

In addition to the Basic Services as set forth in Exhibit "A", we also propose at this time to perform

any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us on the basis of salary costs times a factor of 2.2. Reimbursable Expenses incurred by us in connection with all Basic and any Additional Services, which may be requested, will be charged on the basis of actual cost.

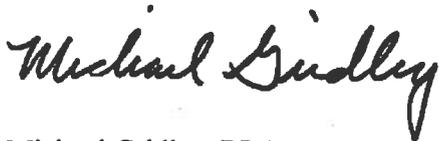
The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit "B", "Terms and Conditions (Design and Construction Phase)", attached hereto".

This proposal, together with attached Exhibits "A" and "B" constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

If this proposal, together with its governing Terms and Conditions, description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. The proposal will remain open for acceptance until April 30, 2014, unless modified by us in writing.

Very truly yours,

C&S ENGINEERS, INC.



Michael Gridley, RLA  
Senior Project Landscape Architect  
C&S Engineers, Inc.

Accepted this \_\_\_\_\_ day of

\_\_\_\_\_, 2014

By: \_\_\_\_\_  
Authorized Representative

Exhibit "A"  
City of Cortland Downtown Parking Area Project

Scope of Services

A. Project Scoping/Data Collection

1. Review Existing Plans, Surveys and Reports
2. Conduct topographic survey (by subconsultant)
3. Conduct infiltration testing. Assume four (4) tests.
4. Conduct Field investigation. Assume one site visit.

*Deliverables: Infiltration test results, topographic survey (by subconsultant).*

B. Preliminary Plans and Specifications

1. Prepare Preliminary plans, including a cover sheet, legend, site plan showing the layout, basic design details, materials and specifications. Plans shall be at the scale of 1" = 20'.
2. Prepare Preliminary opinion of probable construction cost.
3. Attend one review meeting with City.

*Deliverables: Preliminary Plans, Specifications and Opinion of Probable Construction Cost.*

C. Final Plans and Specifications

1. Prepare Final Design plans and technical specifications for elements defined in the Preliminary Plans and Specifications in preparation for obtaining public bids for the proposed work.
2. Prepare updated opinion of probable construction cost

*Deliverables: Final Plans, Specifications and Opinion of Probable Construction Cost.*

D. Bidding Phase

1. Attend one pre-bid and one pre-award meeting. Assist City in responding to Bidder questions during the Bidding period. Assist City in review of bids.

E. Construction Phase

*Construction Phase services are not included in this scope of work. A separate proposal for these services will be prepared at the completion of the design and bidding phases.*

Exhibit "A"  
City of Cortland Downtown Parking Area Project

Assumptions

1. The design will be based on the "Cortland Downtown Parking Conceptual Plan" prepared by C&S (attached). Changes to this layout will not be required.
2. Topographic and boundary survey will be provided by Denkenberger and Greene Surveyors (survey quote attached).
3. Assume adequate plans will be provided by the utility companies. C&S will not need to research utilities.
4. Infiltration testing will be conducted per the NYS Stormwater Design Manual procedure. Assume 4 test pits.
5. No soil borings will be required. If desired by the City, pavement cores and soil samples for pavement design can be done for an additional fee.
6. Modifications to the existing closed storm drainage system will not be required.
7. A Stormwater Pollution Prevention Plan (SWPPP) will not be required.
8. Obtaining permitting (SHPO, NYSDEC, etc.) is not included in this scope of services and can be provided for an additional fee if required.
9. The final plans and specifications will consist of technical sections only. The city will supply front end documents and agreement.
10. Utility work included in this scope of services consists of storm piping and associated structures for new bioretention facilities. Design of sanitary, gas, water and/or electrical services, if required, can be provided for an additional fee.
11. Construction phase support is not included in this scope of work. At the completion of the design phase a proposal for construction phase support can be prepared.

City of Cortland Downtown Parking Area Project  
EXHIBIT "B"  
TERMS & CONDITIONS

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

**1.01 Basic Agreement**

Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in Section 2.01.

**2.01 Payment Procedures**

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Owner's Responsibilities**

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this

Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

C. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

D. Furnish to Engineer, as required for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01) the following:

1. Data prepared by or services of others including, without limitation, borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials, and equipment;
2. Appropriate professional interpretations of all of the foregoing;
3. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
4. Property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions;
6. Zoning, deed and other land use restrictions; and
7. Other special data or consultations not covered in Section 3.01; all of which Engineer may use and rely upon in performing services under this Agreement.

E. Arrange for access to and make all provisions for Engineer and any necessary equipment to enter upon public and private property as required for Engineer to objectively and independently perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of Engineer.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

City of Cortland Downtown Parking Area Project  
EXHIBIT "B"  
TERMS & CONDITIONS

I. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

J. Furnish to Engineer data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services pursuant to paragraphs G through I inclusive) so that Engineer may make the necessary findings to support opinions of probable Total Project Costs.

K. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any constituent of concern or any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.

L. Place and pay for advertisement for Bids in appropriate publications.

M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

N. Furnish, or direct Engineer to provide, Additional Services as stipulated in Section 3.01.

O. Except as provided in paragraph N, bear all costs incident to compliance with the requirements of this Section 4.01.

#### 5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.01 Controlling Law

This Agreement is to be governed by the law of the State of New York without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Onondaga County, New York.

#### 7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 8.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such

City of Cortland Downtown Parking Area Project  
EXHIBIT "B"  
TERMS & CONDITIONS

documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

C. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### 9.01 Period of Service

A. The specific schedule of services is more specifically described in the letter part of this Agreement or an exhibit thereto. The term of

this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement.

B. The provisions of this Section 9.01 and the various rates of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. If execution of this Agreement and authorization to proceed with the Bidding or Negotiating Phase is delayed beyond the date and time frame established in the letter part of the agreement, or if Engineer's services are delayed or suspended for more than three (3) months by Owner or for reasons beyond Engineer's control, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

C. If Owner has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably.

D. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

#### 10.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

#### 11.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under paragraph 11.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 11.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of



43 Port Watson Street • Cortland, New York 13045 • Tel: 607-756-5168 • Fax: 607-758-3238  
E-mail: [jjdg@dgsurveyors.com](mailto:jjdg@dgsurveyors.com) • [www.dgsurveyors.com](http://www.dgsurveyors.com)

**Michael Gridley**  
Senior Landscape Architect  
C&S Engineers, Inc.

Dear Mr. Gridley;

Our quote to provide a topographical survey on Auto-Cad for the Cortland Downtown Parking project extending from Port Watson Street to Court Street with one (1) foot contours, locating all catch basin elevations, including inverts, and pipe sizes, and locating planters, light poles, curbs, and adjacent buildings, at prevailing wage rate is \$3500. Please let us know how you would like to proceed.

Sincerely,

**James J. Denkenberger**



## Cortland Downtown Parking Improvements Conceptual Plan



**mayorofc**

---

**From:** Mack Cook  
**Sent:** Friday, March 07, 2014 10:46 AM  
**To:** Brian Tobin; ward1; ward2; ward3; ward4; ward5; ward6; ward7; ward8; lawdept; mayor  
**Cc:** Don Barber  
**Subject:** Resoultion to amend the MCA Health Insurance Consortium  
**Attachments:** Resoultion to Increase Labor Representation.pdf; 2014 Amended to the Municipal Cooperation Agreement.pdf

Mayor and Members of Common Council,

The attached and admittedly lengthy resolution amending the Municipal Cooperation Agreement (MCA) between the local government members of the Greater Tompkins Municipal Heath Insurance Consortium with appear in abbreviated form on the next Council meeting agenda as:

*Consideration of a Resolution to amend the Health Insurance Consortium Municipal Cooperation Agreement (MCA) to provide for Additional At-Large Labor Representation on the Consortium's Board of Directors.*

The amendment sets forth a procedure for adding additional At-large labor representatives as the number of governmental participants in the Consortium increases.

When the original 17 governments established the Consortium the MCA provided for one seat on the Board to be filled by an At-large labor representative. With the addition of the City of Cortland and the Town of Lansing there arose among the Board a concern that as the Consortium grows the MCA had no provision to increase labor's representation on the Board of Directors. To remedy this situation the Board is proposing for acceptance by the Consortium members the schedule below which is attached to the formal resolution as Exhibit A and the amended agreement as Addendum B.

Total Number of Participants	Total Number of At-Large Labor Representatives
Less than 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6

\* *Amendment To the Consortium Agreement.*  
Board of Directors  
September 26, 2013

**RESOLUTION NO. 006 - ADOPTION OF 2014 BUDGET**

MOVED by Mr. Barber, seconded by Ms. Shawley.

It was MOVED by Mr. Barber, seconded by Ms. Sumner, and unanimously adopted by voice vote, to insert "with interest" in the second bullet. Mr. Barber noted that a decision will be made next year when to pay these funds back and at that time the New York State Department of Financial Services will be notified.

The resolution was adopted unanimously as amended by voice vote by members present.

WHEREAS, the proposed 2014 budget was presented by the Consultant and unanimously recommended by the Finance Committee at the August 20, 2013 meeting for submission to the Board for its review, and

WHEREAS, notable items included in the proposed budget are the following:

- 8% increase in the Premium Equivalent Rate;
- Payback of the Capitalization Reserve in its entirety with interest; and
- Establish a Catastrophic Reserve Fund at 2%

Now therefore be it

RESOLVED, That the 2014 budget for the Greater Tompkins County Municipal Health Insurance Consortium is hereby approved.

\*\*\*\*\*

Mr. Hart was excused at this time.



**Report from Ad Hoc Committee on Municipal Cooperative Agreement Language Relating to Labor Representation**

**MOTION NO. 011-2013 - Amendment to Municipal Cooperative Agreement - Labor Representation on the Board of Directors - Section K(5)**

Mr. Barber noted the Board of Directors can amend the proposal but it cannot adopt it as it will require a change to the Municipal Cooperative Agreement which would need to be signed by all municipalities. At this time Ms. Sumner read the proposal:

"The Union Members on the Joint Committee shall select from among the Union Members an individual to serve as an additional at-large voting Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to seventeen (17), the union members of the Joint Committee shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to twenty-three (23), the union members of the Joint Committee shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. Thereafter, for every five (5) additional municipal members added to the Consortium (i.e., 28, 33, 38, 43, 48, etc.), the union members of the Joint Committee shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. The at-large voting

Board of Directors  
September 26, 2013

Labor Member(s) along with the Joint Committee Chair shall collectively be the "Labor Representatives" as defined in Section C(11) of this Agreement."

There was discussion of the proposal and a suggestion made to include a percentage figure for labor representatives, however, it was stated there would be a fluctuation in the percentage. Mr. Locey suggested for ease of explanation and once an increment of "X" is reached a labor representative would be added.

It was MOVED by Ms. Sumner, seconded by Mr. Cook, and unanimously adopted by voice vote, to endorse the addition of the language above to the Municipal Cooperative Agreement and sent to municipalities for updated signatures. Mr. Barber will work with Ms. Pottorff on getting this out to all municipalities.

**Report from the Committee on Organizational Structure**

Ms. Fitzpatrick, Chair, reported the Committee met three times. The Committee did not approach the questions simply framed in terms of whether the Consortium needs an executive Director or what is the role of the overall Consultant structure. It had to do with discussion among members and input from members in addition to Mr. Mareane, Mr. Locey and Mr. Barber, about where the Consortium started, what was the intent, and what has been the evolution since that time, what has been identified as additional functions and initiatives to move the Consortium forward. She said there was a very strong acknowledgement of the additional work that was required of Locey and Cahill during that infancy period as well as the additional burden placed on the Chair that was not anticipated when the Consortium began. Ms. Fitzpatrick said the Committee tried to define overall administrative functions that may be specific to the Board versus the role of various consultants or one major consultant, and decided that through the RFP (Request for Proposals) process time should be taken to include additional duties that may not have been anticipated or defined in the first RFP. With the assistance of Jackie Kippola, a second RFP was drafted and made available to the Board based on those discussions.

Ms. Fitzpatrick said a critical next step is the RFP for Consulting Services due to the timing to issue and follow-through on that process. The issue of an Executive Director is still in a discussion phase.

Mr. Barber asked that members review the contents of the RFP and ask questions pertaining to the RFP and no questions were asked. The following members agreed to serve on an RFP Review Committee to review and rate applicant responses: Judy Drake, Anita Fitzpatrick, Mary Ann Sumner, and Steve Thayer with assistance from Joe Mareane and Jackie Kippola.

**MOTION NO. 012-2013 - Creation of Committee to Review and Rate Responses to RFP (Request for Proposals) - Consulting Services**

It was MOVED by Mr. Barber, seconded by Ms. Conger, and unanimously adopted by voice vote by members present, to approve the following motion:

RESOLVED, That the following members shall be appointed to a Committee to review and rate responses to the Request for Proposals for Consulting Services:

Judy Drake  
Anita Fitzpatrick

**RESOLUTION NO: \_\_\_\_\_ : To APPROVE THE 2014 AMENDMENT TO THE MUNICIPAL COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM**

**WHEREAS**, the Town/Village/City/County of \_\_\_\_\_ is a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (the "**Consortium**"), a municipal cooperative organized under Article 5-G of the New York General Municipal Law; and

**WHEREAS**, the municipal participants in the Consortium, including this body, have approved and executed a certain Municipal Cooperation Agreement (the "**Agreement**"), which provides for the operation and governance of the Consortium; and

**WHEREAS**, Article 47 of the New York Insurance Law (the "**Insurance Law**") and the rules and regulations of the New York State Superintendent of Insurance set forth certain requirements for governance of municipal cooperatives which offer self-insured municipal cooperative health insurance plans; and

**WHEREAS**, Section 4705(a)(8) of the Insurance Law provides the governing board of self-insured municipal cooperative must include representation of unions, which are the exclusive collective bargaining representatives of employees who covered by the plan offered by such self-insured municipal cooperative; and

**WHEREAS**, Section K of the Agreement currently in place provides for representation on the Consortium's Board of Directors (the "**Board**") by the Chair of the Labor Management Advisory Committee (as defined in the Agreement); and

**WHEREAS**, by resolution adopted on September 26, 2013, the Consortium's Board approved an amendment to the Agreement to (a) increase the number of labor representatives on the Board; and (b) provide for future increases to the number of labor representatives on the Board in the event number of participants in the Consortium increases, all as more fully set forth in the 2014 Amendment to the Municipal Cooperative Agreement attached hereto as Exhibit "A" (the "**2014 Amendment**"); and

**WHEREAS**, Section T of the Agreement requires that any change or amendment to the Agreement shall require the unanimous approval of the Participants, as authorized by their respective legislative bodies; and

**WHEREAS**, the Town/Village/City/County of \_\_\_\_\_ has determined that it is in the best interest of its constituents who are served by the Consortium to amend the Agreement as set forth in the attached 2014 Amendment, now therefore be it

**RESOLVED** that the Council/Board of Trustees/Legislature of the Town/Village/City/County of \_\_\_\_\_ approves the following:

Section 1. The 2014 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium attached to this Resolution is approved.

Section 2. The Town/Village/City/County of \_\_\_\_\_ Clerk is hereby authorized to execute this Resolution to indicate its approval, deliver a copy thereof to the Board of the Greater Tompkins County Municipal Health Insurance Consortium, and take any other such actions as may be required by law.

Section 3. This Resolution shall take effect immediately.

I hereby certify that this Resolution was duly passed by the Council/Board of Trustees/Legislature of the Town/Village/City/County of \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Clerk of the  
Town/Village/City/County of \_\_\_\_\_

Exhibit A

<u>Total Number of Participants</u>	<u>Total Number of At-Large Labor Representatives</u>
Less than 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6

2014 AMENDMENT TO THE

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MUNICIPAL COOPERATION AGREEMENT

**THIS AGREEMENT** (the "Agreement") made effective as of 1<sup>st</sup> day of January 2010 (the "Effective Date"), by and among each of the signatory municipal corporations hereto (collectively, the "Participants").

**WHEREAS:**

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Article 47 of the New York Insurance Law (the "Insurance Law"), and the rules and regulations of the New York State Superintendent of Insurance (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

**NOW, THEREFORE**, the parties agree as follows:

**A. PARTICIPANTS.**

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental, and/or vision) to those Enrollees that each Participant individually elects to include in the Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Plan(s)").
2. The following Participants shall comprise the initial membership of the Consortium (a) County of Tompkins; (b) City of Ithaca; (c) Town of Enfield; (d) Town of Caroline; (e) Town of Ithaca; (f) Town of Danby; (g) Town of Dryden; (h) Town of Ulysses; (i) Village of Cayuga Heights; (j) Village of Groton; (k) Village of Dryden; (l) Village of

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7. Each Participant may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, be authorized to exercise the Participant's voting authority. Only alternate Directors with voting authority shall be counted toward a quorum. The Labor-Management Committee may designate an alternate Director as set forth in Section C(11).

8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on a regular basis, but not less than on a quarterly basis at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the "Annual Meeting") between October 3<sup>rd</sup> and October 15<sup>th</sup> of each Plan Year.

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) days notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

10. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Consortium, the Chairperson may send proposals regarding said actions via facsimile to each and all of the Directors. The Directors may then fax their approval or disapproval of said actions to the Chairperson. Upon receipt by the Chairperson of the requisite number of written approvals, the Chairperson may act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board.

11. The Chair of the Labor-Management Advisory Committee and any At-Large Labor Representatives (as defined in Section K) (collectively the "Labor Representatives") shall serve as a Director (the "Labor Representative") and shall have the same rights and obligations as all other Directors. The Labor-Management Advisory Committee may designate in writing an alternate Director to attend the Board's meetings when the Chair cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Chair's Labor Representative's voting authority.

#### D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

8. Within ninety (90) days after the end of each Plan Year, the Chief Fiscal Officer shall furnish to the Board a detailed report of the operations and condition of the Consortium's reserve funds.

**K. LABOR-MANAGEMENT ADVISORY COMMITTEE.**

1. There shall be a Labor-Management Advisory Committee (the "Advisory Committee"), which shall consist of (a) a representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Plan(s) (the "Union Members"); and (b) a representative of each Participant (the "Management Members"). Management Members may, but are not required to be, Directors.

2. The Advisory Committee shall review all prospective Board actions in connection with the benefit structure and design of the Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Advisory Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.

3. The Advisory Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Advisory Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Advisory Committee. The Advisory Committee shall establish its own parliamentary rules and procedures.

4. Each eligible union shall establish such procedures by which its representative to the Advisory Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Advisory Committee.

5. The Union Members on the ~~Joint Advisory~~ Committee shall ~~may~~ select from among ~~the Union Members~~ their members an individual ~~to serve as an additional~~ designated as an "At-large-Large voting-Labor Member Representative" on ~~who may serve as an additional~~ Director on the Board of Directors of the Consortium together with the Chair of the Advisory Committee. If the number of municipal members on the Consortium ~~rises-increases~~ to seventeen (17), the union-Union members-Members of the Joint Committee shall may select from among ~~the Union Members~~ their members an ~~additional~~ a second ~~at~~ At-large-Large voting-Labor Member Representative on the Board of Directors of the Consortium to serve as a Director. If the number of municipal members on the Consortium rises to twenty-three (23), the ~~union-Union members~~ Members of the Joint Committee shall may select from among ~~the Union Members~~ their members an ~~additional~~ a third ~~at~~ At-large-Large voting-Labor Member Representative on the Board of Directors of the Consortium to serve as a Director. Thereafter, for every increase of five (5) additional municipal members added to the Consortium, (i.e., 28, 33, 38, 43, 48, etc.), the union-Union members-Members of the Joint Committee shall may select from among ~~the Union Members~~ their members an ~~one (1) additional~~ at ~~At-large-Large voting-Labor Member Representative on the Board of Directors of the Consortium to serve as a Director. Attached hereto as Addendum "B" is a table illustrating the addition of At-Large Labor Representatives as set forth in this Section. Any At-Large Labor Representative designated according to this~~

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~~Section shall have the same rights and obligations as all other Directors. The at-large voting Labor Member(s) along with the Joint Committee Chair shall collectively be the "Labor representatives" as defined in Section C(11) of this Agreement.~~

**L. PREMIUM CALCULATIONS/PAYMENT.**

1. The annual premium equivalent rates shall be established and approved by a majority of the entire Board. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board, subject to review and approval by the Superintendent. The premium equivalent rates shall consist of such rates and categories of benefits as is set forth in the Plan[s] that is determined and approved by the Board consistent with New York law.

2. The Consortium shall maintain reserves and stop-loss insurance to the level and extent required by the Insurance Law and as directed by the Superintendent.

3. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the first day of each calendar month during the Plan Year. A late payment charge of one percent (1%) of the monthly installment then due will be charged by the Board for any payment not received by the first of each month, or the next business day when the first falls on a Saturday, Sunday, legal holiday or day observed as a legal holiday by the Participants.

The Consortium may waive the first penalty once per Plan Year for each Participant, but will strictly enforce the penalty thereafter. A repeated failure to make timely payments, including any applicable penalties, may be used by the Board as an adequate justification for the expulsion of the Participant from the Consortium.

4. The Board shall assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds, as set forth in Section B(3) above.

5. The Board, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected to be paid under the next Plan Year's budget.

**M. EMPLOYEE CONTRIBUTIONS.**

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

**N. ADDITIONAL BENEFITS.**

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Plan(s), will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan(s) and shall be administered solely by and at the expense of the Participant.

**Addendum "B"**

**Illustration of At-Large Labor Representative Calculation**

<b><u>Total Number of Participants</u></b>	<b><u>Total Number of At-Large Labor Representatives</u></b>
< 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6

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# CORTLAND YOUTH BUREAU

35 Port Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023 • [www.cortland.org](http://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: March 10th, 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>Hitchcock Hose Co 6</i>	<i>\$100.00</i>
<i>Robert &amp; Shirley Hulslander</i>	<i>\$ 50.00</i>
<b><i>Total Donations =</i></b>	<b><i>\$150.00</i></b>

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.





# CORTLAND YOUTH BUREAU

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35 Port 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 Brian Tobin  
Members of the City Council  
Mack Cook, Director of Administration and Finance

**FROM:** John McNerney, Youth Bureau Director

**RE:** Concession Stand Operator Agreement at Yaman Park

**DATE:** March 11th, 2014

This memorandum and included agreement is to provide the Common Council with background information on the Yaman Park Concession Stand. On Tuesday, March 18th, 2014, I will ask the Common Council to adopt a resolution authorizing the mayor to enter into a contract agreement with Katie Lockwood to operate the Yaman Park concession stand from May 24, 2014 – September 2nd, 2014.

I have personally met with Katie Lockwood and based upon her experience in the food service industry feel she will be a successful operator. The concessionaire responsibilities include: obtain food service health permits, proof of liability insurance, provide own equipment and create an account for electric utility.

As you review the information feel free to contact me with any questions relating to the Concession stand operation at 753-3021 ext. 23 or [mcnerney@cortland.org](mailto:mcnerney@cortland.org).



## **AGREEMENT**

**THIS AGREEMENT**, made and executed this \_\_\_\_\_ day of April, 2014, by and between the **CITY OF CORTLAND**, a municipal corporation duly incorporated under the laws of the State of New York, having its principal place of business at 25 Court Street, Cortland, New York, hereinafter termed "City," and **Katie Lockwood**, hereinafter termed "Concessionaire."

### **WITNESSETH:**

**WHEREAS**, the City is the owner of the premises commonly known as Yaman Park; and

**WHEREAS**, the City has constructed upon the aforesaid premises a concession stand; and

**WHEREAS**, Concessionaire is desirous of leasing said concession stand to operate a food concession on said leased premises and to be the sole party who can operate the food concession in all of Yaman Park, and this Agreement covering the right of Concessionaire to be the sole party having the power to contract with and cater to organizations having picnics in Yaman Park, except as such right is hereinafter excluded,

**NOW, THEREFORE**, in consideration of the promises, covenants and terms and conditions herein contained, the parties hereto mutually agree:

1. The demised premises is a portion of the public bathhouse as designated in the building plan for the public bathhouse as accepted by the City, and is the location of the only concession.

2. The duration of this Agreement shall be for the period of May 24, 2014 through September 2, 2014. Concessionaire shall have reasonable time prior to the official opening date and subsequent to the official closing date of Yaman Park to install and remove all of her own equipment, such time for installation and removal to be determined by the Youth Bureau, acting on behalf of the City.
3. Concessionaire shall pay, as rental to the City, the sum of One Hundred Dollars (\$100.00), for the period of May 24, 2014 through September 2, 2014.
4. Concessionaire shall keep accurate records of all sales and receipts in accordance with generally recognized bookkeeping systems of such nature as to allow easy inspection of all business carried on by Concessionaire at Yaman Park; and the City shall have the right to inspect all records, books and inventories of Concessionaire within two (2) months after the closing of Yaman Park for the season, such inspection to be done by any duly authorized person of the City.
5. Concessionaire shall provide food service to the general public at large. Sales shall be limited to the following articles: ice cream, popcorn, unshelled peanuts, candy, fruit, frost drinks, sandwiches, hamburgers, frankfurters, hot sausage, coffee, tea, milk, soda, cookies, french fries, pizza and fish. Additional merchandise may be sold, if approved in writing by the Youth Bureau, acting on behalf of the City, which approval shall not be unreasonably withheld.

All liquids are to be dispensed in paper cups. No glass bottles shall be permitted to leave the stand.

At no time shall Concessionaire sell or give away any alcoholic beverages or allow any alcoholic beverages to be consumed on the premises, except as may be permitted by the Youth Bureau, acting on behalf of the City.

The Concessionaire shall not sell any gum or gum products.

Concessionaire shall not use or permit the concession stand premises to be used for any other purpose, or any unlawful, immoral or indecent activity.

Concessionaire shall confine its activity to the area rented by it under the terms of this Agreement, except as expressly or explicitly hereinafter allowed.

6. The Youth Bureau, acting on behalf of the City, reserves the right (exclusive of any right on the part of the Concessionaire) to grant responsible organizations such as, but not limited to, churches, schools and charitable organizations, the right to sell merchandise comparable to that stated herein at annual picnics or other activities which they may hold in Yaman Park; it being understood that the sale and consumption of said merchandise is to be used for the exclusive use of members or guests of the respective organization. Concessionaire shall have the exclusive right and power to contract with and cater to any group using the facilities of Yaman Park where said group is not employees, servants, agents or customers. Concessionaire shall keep and maintain the stand and the immediate surrounding area of the walkway in a clean and sanitary condition and shall comply with all rules

and regulations of the Cortland County Health Department and any other governmental body or agency regarding the purchase, preparation and dispensing of the articles and products mentioned above. If said Health Department shall require any structural alterations to the concession stand before issuance of any permit or license, the City will pay all costs. Concessionaire shall provide adequate garbage and refuse containers for use within the concession stand.

7. Within seven (7) days after the opening of the demised premises, Concessionaire shall provide the Youth Bureau, acting on behalf of the City, with a complete list of employees assigned to work at Yaman Park. Such list shall include the employee's names and addresses. Concessionaire shall furnish such information periodically as requested by the Youth Bureau, and shall update and report said information to the Youth Bureau when employment changes occur.
8. Concessionaire shall employ and maintain sufficient help to properly and adequately serve the public at all times.

The City reserves the right to require Concessionaire to remove any employee from working at Yaman Park who, in the opinion of the Youth Bureau, acting on behalf of the City, is incompetent, inappropriate or disorderly.

Concessionaire shall not install any vending machines, music boxes, mechanical games, picture machines, or other similar equipment without

the express consent of the Director of the Youth Bureau, except that the Concessionaire is allowed the use of one snack vending machine (no gum products to be sold), said vending machine to be located at a site agreeable to both Concessionaire and Youth Bureau, acting on behalf of the City, but if agreement as to site is not reached, there shall be no use of vending machines.

9. The Concessionaire may operate the concession only during those hours Yaman Park is open to the public.
10. Concessionaire shall not sublet the whole or any part of the premises, nor assign, hypothecate or mortgage the demised premises, or any other part of this Agreement or any or all of its rights hereunder, without the prior written consent of the City.
11. If, during the duration of this Agreement, the demised premises are destroyed or damaged by acts of God or other catastrophe, so that the same is unfit for occupancy or use for a period in excess of fifteen (15) days, the Concessionaire may cancel this Agreement by giving written notice to the City.
12. Concessionaire shall comply with all laws, ordinances, rules and regulations of federal, state and municipal authorities and departments relating to or affecting any and all parts of this Agreement, and shall, at its own cost and expense, secure and obtain any and all permits and licenses that may be necessary in connection herewith.

13. Concessionaire shall save, hold harmless and indemnify the City from and against all suits or claims that may be based upon any alleged injury to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by Concessionaire, wherein such claims shall be made by an employee or Concessionaire, or by a third person, and wherein or not it shall be claimed that the alleged injury was caused through a negligent act or omission of Concessionaire, and the Concessionaire shall, at its own cost and expense, pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the City in any action or actions, Concessionaire shall, at its own cost and expense, satisfy and discharge same. Simultaneously with the acceptance of this Agreement, the Concessionaire shall furnish proof of liability, bodily and personal injury, and products liability insurance policies in the minimum amount of One Million (\$1,000,000.00) Dollars, and proof of Workman's Compensation Insurance covering any employee of the Concessionaire in the operation of this Agreement. The City of Cortland shall be named as an "additional insured" on such policy.

14. Neither this Agreement nor any interest herein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act as amended is commenced by or against Concessionaire, or Concessionaire is adjudged insolvent, or if Concessionaire makes any assignment for the benefit of its

creditors, or if a writ of execution is levied on any item or items of the equipment and is not released or satisfied within five (5) days thereafter, or if a receiver is appointed in any proceeding or action to which Concessionaire is a party with authority to take possession or control of any item or items of equipment, the City may, without restriction or limitation, exercise any one or more of its legal or equitable remedies; and this Agreement shall, at the option of the City, without notice, immediately terminate, and shall not be treated as an asset of Concessionaire after exercise of said option.

15. In the event of any breach of any of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement, to enter and obtain possession of the entire demised premises, and to remove and exclude any and all persons from the demised premises, and to remove and exclude all property of Concessionaire there from, as well as from the entire site known as Yaman Park, without resort to legal process and without any legal liability on its part, but such action can be taken only after five (5) days notice served on Concessionaire by the City.

16. The City shall have the right to make inspection of Concessionaire's operation under this Agreement both in the demised premises and the whole of Yaman Park, if Concessionaire's operation is not restricted to the demised premises at some time, at any reasonable time to insure compliance with this Agreement.

17. Upon the termination of this Agreement, Concessionaire shall peaceably surrender and deliver up possession to the City of the demised premises, including all improvements or additions thereto, in good order and condition, reasonable wear and tear expected.
18. This Agreement contains all that has been agreed upon by and between the parties hereto, and both parties covenant and agree that there exists no written or oral representation outstanding at the time of the execution of this Agreement which in any way does, or may, alter any of the provisions of this Agreement. This Agreement or any part thereof may be amended in writing subscribed by the party to be charged therewith.
19. This Agreement shall bind the parties hereto, and its respective executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereunto have set its hands and seals the day and year above written.

**CITY OF CORTLAND**

By: \_\_\_\_\_  
**Brian Tobin, Mayor**

**CONCESSIONAIRE**

By: \_\_\_\_\_  
**Katie Lockwood  
34 Arthur Avenue  
Cortland, NY 13045  
(607) 283-6676**

STATE OF NEW YORK )  
COUNTY OF CORTLAND) ss:

On April \_\_\_\_, 2014, before me, the undersigned, personally appeared Brian Tobin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

STATE OF NEW YORK )  
COUNTY OF CORTLAND) ss:

On April \_\_\_\_, 2014, before me, the undersigned, personally appeared Katie Lockwood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

## RIVER STREET / CLINTON AVE LOT

The Technical Assistance Program is designed to provide contractual support for the kind of activities our implementation grants don't cover: design work, planning, and prioritization, among other similar objectives. All projects should have an ultimate goal of addressing at least one of the Chesapeake Bay Stewardship Fund Objectives.

### CBSF CONSERVATION OBJECTIVES

#### *Restore and protect vital habitats*

- ✓ Restore forests (esp. riparian buffers) to improve water quality and wildlife habitat.
- ✓ Restore eroding streambanks to reduce sediment pollution and improve in-stream fish habitat.
- ✓ Restore and enhance wetlands to maximize benefits for wildlife habitat and water quality.
- ✓ Preserve forests, riparian corridors, wetlands and farmland that are vital for protecting water quality and wildlife habitat.
- ✓ Create fish passages to provide access to upstream habitat for fish target species (esp. river herring, American shad, American eel).
- ✓ Restore sustainable populations of native oysters.

#### *Improve conservation on private lands*

- ✓ Reduce nutrient and sediment runoff and restore wetlands, streams, and riparian buffers on working forests and farms.
- ✓ Reduce nutrient and sediment runoff from residential and commercial properties.

#### *Improve urban stormwater management*

- ✓ Store, treat and infiltrate stormwater runoff through management practices such as bioretention and rain water harvesting.

### **How To Apply For Technical Assistance:**

1. Develop a scope of work describing the type of assistance you are looking for.
2. Review NFWF's list of approved T.A. providers, at top of this page.
3. If you don't know who to contact, reach out to the coordinator (contact info at right). Otherwise, reach out to 2 – 3 providers and discuss your project with them.
4. Select the approved provider you wish to work with and ask them to submit a proposal.
5. Give the provider a detailed letter of support describing your need for technical assistance.
6. Your T.A. provider will then submit a proposal through NFWF's EasyGrants online application system. Funding will be awarded on a competitive basis.

This year, the limit for all requests is \$40,000.

### **Examples of Technical Assistance:**

- Design green infrastructure projects, including conceptual and/or engineering designs, including assistance through the permitting process. Projects may include bioretention facilities, green roofs, Green Street designs, floodplain and stream bank restoration projects, etc.
- Develop long-term financing strategies and other policies to support the implementation of capital improvements and restoration projects that also benefit local streams and the Bay.
- Conduct reviews of capital improvement budgets and other planned infrastructure projects to identify opportunities for “greening”.
- Conduct reviews of municipal codes and ordinances and recommend changes to be more protective of water quality.
- Inventory conservation practices implemented on farm land (including voluntary, non-cost shared practices), to establish a baseline for implementing practices in WIPs (i.e., Chesapeake TMDL Phase II Watershed Implementation Plans), and to identify opportunities for marketing nutrient offsets and credits.
- Develop comprehensive community forestry programs to convert “turf to trees” and achieve urban tree canopy benchmarks.
- Develop illicit discharge identification and elimination (IDDE) programs.
- Conduct stream corridor assessments to prioritize restoration sites, as well as other opportunities for water quality improvements (e.g., illicit discharges).
- Design and pilot test community-based social marketing campaigns to achieve specific behavior changes required to achieve WIP targets.
- Facilitate public engagement in the planning and design phases of green infrastructure projects.
- Use geospatial information tools to assess local land use, identify pollution sources, and select potential sites for restoration and stormwater management projects



NFWF

**CBSF Technical Assistance, Cycle 2:  
Full-proposal Project Narrative for  
Tioughnioga River Urban Headwaters Green Infrastructure Plan**

**A. Client:**

Mack Cook  
Director of Administration and Finance  
City of Cortland, New York  
(607) 756-7312  
[mcook@cortland.org](mailto:mcook@cortland.org)

**B. Objectives:**

Cortland, New York, is located in the Tioughnioga River Watershed, part of the headwaters of the Susquehanna River Basin and the Chesapeake Bay Watershed. The City of Cortland recognizes an opportunity to advance watershed restoration goals and improve local stewardship while reconnecting the City to the Tioughnioga River through an urban headwaters green infrastructure action plan. This project will direct decision-making regarding significant near-term green infrastructure capital improvements in Cortland and neighboring communities and build regional capacity throughout the Tioughnioga River Watershed to implement green infrastructure projects to improve water quality in the Chesapeake Bay Watershed.

Specific objectives include:

- Identifying specific opportunities and considerations for implementing best management practices (BMPs) for urban stormwater capture, infiltration and treatment.
- Building partnerships and capacity among local governments, water quality organizations and regional planning entities to advance water quality improvements throughout the Tioughnioga River Watershed.
- Integrating low impact development technologies into near-term transportation improvements.
- Developing a connected network of open space areas and rail and river corridors that integrate urban green infrastructure solutions to reduce stormwater impacts and increase local watershed stewardship.

The technical assistance project will result in the following outputs and outcomes:

- An Action Plan to guide local government implementation of BMPs for stormwater runoff.
- An implementation framework for municipal capital improvements related to stormwater, streetscapes, sidewalks, parks and riparian areas.
- Increased local government capacity to implement green infrastructure solutions citywide.
- A model approach for developing green infrastructure solutions for former industrial communities located in headwater areas.
- Dissemination of project findings at a regional green infrastructure forum.

**C. Priority and Overall Context:**

The Tioughnioga River Watershed, a subwatershed of the Susquehanna River Basin, is one of 17 watersheds targeted by NFWF's Chesapeake Bay Stewardship Fund. The Phase II Watershed Implementation Plan (Phase II WIP) for New York's Susquehanna and Chemung River Basins outlines strategies to achieve compliance with water quality standards associated with phosphorus, nitrogen and sediment loadings to the Chesapeake Bay under the Clean Water Act.<sup>1</sup> According to the Phase II WIP, urban areas account for six percent of the watershed area but delivered 12 percent, 13 percent and 30 percent of nitrogen, phosphorus and sediment loads, respectively, in 2009.<sup>2</sup> Although the New York Department of Environmental Conservation (DEC) has implemented the

<sup>1</sup> New York State Department of Environmental Conservation. 2012. Final Phase II Watershed Implementation Plan for New York Susquehanna and Chemung River Basins.

<sup>2</sup> New York State Department of Environmental Conservation. 2012. Phase II WIP. p. 128.

Municipal Separate Storm Sewer Systems (MS4) permit program, Cortland and its partner municipalities (Town of Cortlandville and Village of Homer), like many small former industrial communities in New York, fall outside of DEC's MS4 permitting program. As a small but densely populated area (4,925 people per square mile) that relies on high quality water resources for drinking water and recreation, the City of Cortland understands the importance of incorporating water quality improvement techniques into their operations. Cortland's neighborhoods, central business district, industrial areas and neighboring jurisdictions (Town of Cortlandville and Village of Homer) drain to the Upper Tioughnioga River. Local land use patterns and transportation infrastructure, shaped by the community's industrial past, have created many impervious surfaces that contribute increased runoff and sediment to the river and its tributaries (the West Branch of the Tioughnioga River, Dry Creek and Otter Creek). This former industrial corridor also creates a physical barrier to the river that hinders opportunities to promote watershed stewardship.

Despite limited financial resources, the City of Cortland, Village of Homer and Town of Cortlandville are currently investing in regional wastewater facility improvements and have a strong track record in reducing nitrogen from wastewater discharges. Simultaneously, local governments are working to implement recommendations from the 2006 Tioughnioga River Local Waterfront Revitalization Plan (LWRP); including pursuing streetscape and river access improvements along major corridors that parallel and intersect with the West Branch of the Tioughnioga River. The City of Cortland would like to expand its water quality commitment to upcoming investments in transportation and revitalization, however the City currently does not have the technical resources to prioritize and locate green infrastructure technologies within these capital improvements.

Regional partners, the Cortland County Soil and Water Conservation District (CSWCD) and the Central New York Regional Planning and Development Board (RPDB), are working closely with the region's municipalities to promote green infrastructure and low impact development approaches to stormwater management. The CSWCD provides technical support to the municipalities through review of erosion and sediment control plans and stormwater facility permitting. The RPDB has promoted green infrastructure in other areas of the state and could offer a venue to co-host a forum to share lessons learned. This project will build partnerships between the CSWCD, the RPDB and local municipalities to expand green infrastructure capacity in the Upper Tioughnioga River Watershed.

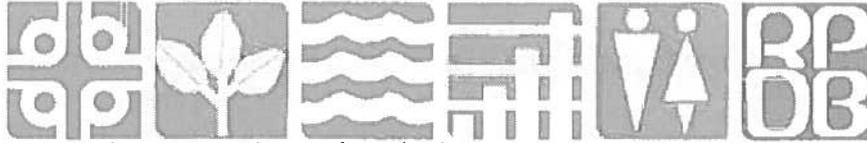
Building on its ongoing infrastructure initiatives, the City of Cortland is seeking technical assistance to develop a strategic framework that will:

- 1) Identify potential green infrastructure technologies to store, treat and infiltrate stormwater runoff and reduce impacts in the Upper Tioughnioga River Watershed;
- 2) Coordinate green infrastructure opportunities with transportation and corridor investments and with implementation of the Cortland County LWRP;
- 3) Prioritize vacant and underused land for transformation into public assets that can reconnect the community and watershed;
- 4) Identify opportunities for future acquisition of riparian corridors to protect water quality;
- 5) Build capacity across jurisdictions to advance green infrastructure solutions in the watershed.

#### **D. Work Plan:**

Specific activities proposed to support the Tioughnioga River Urban Headwaters Green Infrastructure Action Plan include:

- 1) **Coordinating Transportation and Water Quality Investments** – The technical assistance provider will conduct a community visit to tour the watershed and facilitate a technical workgroup meeting with the City, partner jurisdictions (Village of Homer and Town of Cortlandville), consultants working on related corridor and transportation projects, the CSWCD and RPDB. The technical working group meeting will confirm the project focus area; identify opportunities to integrate existing transportation improvements (corridor and gateway projects) with NFWF's technical assistance; and establish a strategic timeline for integrating transportation engineering studies with the green infrastructure action plan technical assistance. As an outcome, the technical assistance provider will develop a goals and opportunities memorandum for coordinating transportation and water quality investments to support the Urban Headwaters Green Infrastructure Action Plan.



**Central New York Regional Planning & Development Board**

126 N. Salina Street, Suite 200, Syracuse, New York 13202 • Tel. (315) 422-8276 • Fax (315) 422-9051

Kathleen A. Rapp, Chair

David V. Bottar, Executive Director

February 13, 2014

Matt Robbie  
Skeo Solutions  
921 Second Street SE  
Charlottesville, VA 22902

Dear Mr. Robbie,

I am writing to express my support for the Chesapeake Bay Stewardship Fund Technical Assistance proposal to develop a Tioughnioga River Urban Headwaters Green Infrastructure Plan. Development of this plan, which will be completed in partnership with the Cortland County Soil & Water Conservation District, the City of Cortland, Town of Cortlandville, and the Village of Homer, demonstrates a collaborative approach for advancing green infrastructure practices that will help reduce flooding and improve water quality in the Upper Tioughnioga River. In addition, this proposal will help communities comply with federal standards for total maximum daily loads which have been established for the Chesapeake Bay watershed.

As a member of the Onondaga Lake Watershed Project Committee and leader of the CNY MS4 Stormwater Coalition, the CNY RPDB is responsible for identifying, prioritizing and implementing green infrastructure projects that address stormwater management and nutrient TMDL requirements in Central New York. Based on this experience, I welcome the opportunity to apply the lessons learned through our previous work in support of integrating green solutions and stormwater management technologies to reduce urban restoration costs and achieve water quality standards in the Upper Tioughnioga River watershed.

Thank you in advance for inviting our participation on the proposed technical working group and regional forum. I am confident that the proposed Tioughnioga River Urban Green Infrastructure Plan will deliver a coordinated system of riparian and green infrastructure management practices that will have economic and environmental benefits to all communities concerned about the Chesapeake Bay.

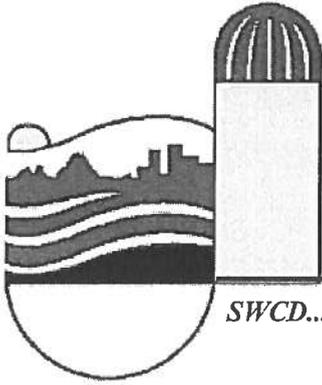
Sincerely,

DAVID V. BOTTAR

Executive Director

*Serving the Counties of Cayuga, Cortland, Madison, Onondaga and Oswego*

www.cnyrpdb.org ☎ mail@cnyrpdb.org



## *Cortland County Soil and Water Conservation District*

100 Grange Place, Room 204, Cortland, NY 13045

Phone: (607) 756-5991 • Fax: (607) 756-0029

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*SWCD...established to promote the conservation and wise use of our county's natural resources*

February 21, 2014

Technical Assistance Program  
Chesapeake Bay Stewardship Fund  
National Fish and Wildlife Foundation  
1133 Fifteenth St. N.W., Suite 1100  
Washington, DC 20005

RE: City of Cortland proposal

Dear Sirs/Madams:

The Cortland County Soil and Water Conservation District (SWCD) supports the Tioughnioga River Urban Headwaters Green Infrastructure Plan proposal submitted by the City of Cortland in conjunction with Skeo Solutions.

Green infrastructure and stormwater management are slated to play a key role in New York meeting its nutrient reduction goals as detailed in New York's Watershed Implementation Plan for the Chesapeake Bay TMDL. As the local natural resource agency in the county we are committed to assisting the city with implementing best management practices for stormwater management. Their proposal to identify opportunities to incorporate green infrastructure and other stormwater management practices into proposed development projects, which also increase access to the Tioughnioga River and other waterbodies, creates a unique opportunity for education. Public engagement in this project will ensure community buy-in at the planning level. Future construction of green infrastructure at the site, as planned, will provide opportunities to demonstrate how low impact development concepts can be successfully integrated into transportation and other community infrastructure improvements elsewhere.

As a small but densely populated area that relies on high quality water resources for drinking water and to support our economy, the City of Cortland understands the importance of incorporating water quality improvement techniques into their operations. The Cortland County SWCD supports the city's efforts and this grant application to identify new opportunities for environmental stewardship in community sponsored projects.

Sincerely,

Amanda Barber  
District Manager



**TOWN OF CORTLANDVILLE**  
**THE RAYMOND G. THORPE MUNICIPAL BUILDING**  
3577 Terrace Rd.  
Cortland, New York 13045  
Phone (607) 756-6091  
Fax (607) 758-7922  
TDD 1-800-662-1220

**Supervisor**

Richard C. Tupper

**Attorney**

John Folmer

**Town Board Members**

Ted Testa, Deputy Supervisor  
Greg Leach  
Ron Rocco  
John Proud

**Confidential Secretary**

Patty O'Mara

Mr. Matt Robble  
Skeo Solutions  
921 Second Street SE  
Charlottesville, VA 22902

Re: National Fish and Wildlife Foundation Technical Assistance Grant

February 12, 2014

Dear Mr. Robble,

The Town of Cortlandville located at the headwaters of the Tloughnloga River, enthusiastically supports the National Fish and Wildlife Foundation (NFWF) Chesapeake Bay Stewardship Fund objectives. We are currently working with the City of Cortland on the preliminary planning stages of an inter-governmental revitalization initiative for the Route 11/Tloughnioga River corridor to identify transportation and riverfront access improvements. We support the City of Cortland's Initiative to develop an urban headwaters green infrastructure action plan to improve water quality in the Upper Tloughnioga River watershed. Further, we are particularly interested to learn more about how stormwater best management practices and green infrastructure technologies can be integrated into future corridor and watershed-wide infrastructure projects. NFWF's technical assistance will provide specific benefits to our inter-governmental collaboration through identifying:

- new stormwater management technologies that can reduce urban restoration costs and help achieve water quality standards; and
- Strategies to integrate "green" solutions into our capital improvement plans for municipal facilities and community development.

On behalf of the Town of Cortlandville, its elected officials, residents and visitors I sincerely appreciate the consideration given to our request for technical assistance. The Town/Village looks forward to the opportunity to partner with the National Fish and Wildlife Association and the Chesapeake Bay Stewardship Fund to put in place riparian management practices and infrastructure in the headwaters of the Tloughnioga River that benefits the entire Chesapeake Bay watershed.

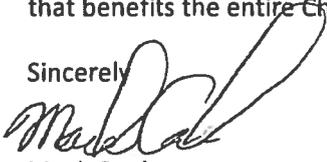
Sincerely,

Richard C. Tupper, Supervisor  
Town of Cortlandville

*The Town of Cortlandville is an Equal Opportunity Employer and Provider. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, 20250-9410 or call (800)795-3272 (Voice) or (202)720-6382 (TDD)*

On behalf of the City of Cortland, its elected officials, residents and visitors I sincerely appreciate the consideration given to our request for technical assistance. The City looks forward to the opportunity to partner with the National Fish and Wildlife Association and the Chesapeake Bay Stewardship Fund to put in place riparian management practices and infrastructure in the headwaters of the Tioughnioga River that benefits the entire Chesapeake Bay watershed.

Sincerely

A handwritten signature in black ink, appearing to read 'Mack Cook', written over the word 'Sincerely'.

Mack Cook

Director of Administration and Finance  
City of Cortland, New York



Mr. Matt Robbie  
SKEO Solutions  
921 Second Street SE  
Charlottesville, VA 22902

Re: National Fish and Wildlife Foundation Technical Assistance Grant

February 19, 2014

Dear Mr. Robbie,

The City of Cortland, being located at the headwaters of the Tioughnioga River, enthusiastically supports each of the Chesapeake Bay Stewardship Fund objectives. The City's \$13.5 million reconstruction of its Wastewater Treatment plant to incorporate the most modern technology available to reduce nutrient discharge into the Tioughnioga River illustrates the high importance the City places on its fiduciary duty to the Chesapeake Watershed. The City welcomes the financial support of the National Fish and Wildlife Foundation in the City's continuing efforts to develop an urban headwaters green infrastructure concept plan that can guide its revitalization and conservation efforts at the headwater of the Tioughnioga River watershed.

The City of Cortland, along with neighboring municipalities the Town of Cortlandville and Village of Homer, are working to advance multi-modal redevelopment of the major vehicular passageway within the City with the objective of reconnecting the citizenry with its historical but now forgotten waterfront on the Tioughnioga River. In 2013, the City received \$640,000 in transportation infrastructure investments from the NY Department of Transportation, and an additional \$30,000 for stormwater management infrastructure. These funds are dedicated to corridor enhancement engineering studies. The City is seeking to leverage these funds to take voluntary action to integrate green infrastructure and low impact development approaches into transportation investments that will span multiple jurisdictions in the Tioughnioga River watershed. Neither of the municipalities have in-house engineering resources and land use expertise and are therefore seeking technical assistance in developing plans to:

- Restore eroding landbanks to reduce pollution and improve the in-river fish habitat.
- Employ modern and "green oriented" technology and land management practices to store, treat and infiltrate storm water runoff.
- Establish zoning delegations and land use policies that reduce nutrient and sediment runoff from residential and commercial properties.
- Acquire new and preserve existing riparian corridors that are vital for protecting water quality and wildlife habitat.
- Foster regional and inter-jurisdictional collaboration to improve water quality throughout the watershed.

Party Responsible: Skeo Solutions  
Schedule: May - June 2014

Deliverable: Goals and Opportunities Memorandum

- 2) **Existing Conditions Analysis** – The technical assistance provider will analyze existing conditions in the focus area, including review of stormwater infrastructure data (e.g., maintenance reports, ongoing issues and impairments, streetscape improvement plans, capital improvement plans) and related planning documents (local waterfront revitalization plan, corridor improvement planning documents). Based on the data and plan review, the technical assistance provider will develop a map set and presentation outlining preliminary green infrastructure opportunities and potential strategies.

Party Responsible: Skeo Solutions  
Schedule: July - August 2014

Deliverable: Existing conditions analysis presentation

- 3) **Preliminary Green Infrastructure Strategy Recommendations** – The technical assistance provider will facilitate a technical workgroup meeting or charrette to present the preliminary green infrastructure opportunities and potential strategies. The technical workgroup will help to prioritize and refine strategies and then identify phasing and coordination opportunities. Based on feedback from the technical workgroup, the technical assistance provider will summarize the workgroup findings and develop a revised set of strategy recommendations.

Party Responsible: Skeo Solutions  
Infrastructure Strategy Recommendations.  
Schedule: September - October 2014

Deliverable: Workgroup Meeting Summary and Revised Green

- 4) **Urban Headwaters Green Infrastructure Action Plan** – Based on the technical workgroup charrette outcomes, the technical assistance provider will develop a concise 8 to 12-page Urban Headwaters Green Infrastructure Action Plan. It will include a summary of existing conditions, a concept plan showing the recommended network of stormwater infrastructure improvements and a prioritized list of BMPs with phasing and stewardship recommendations along with funding opportunities. Prior to development of the final deliverable, a draft plan will be presented to the technical workgroup via teleconference for review and refinement.

Party Responsible: Skeo Solutions  
Schedule: November - December 2014

Deliverable: Draft and Final Green Infrastructure Action Plan

- 5) **Regional Forum** – The technical assistance provider will coordinate with the CSWCD and the RPDB to identify an appropriate forum or venue to share the findings of the Urban Headwaters Green Infrastructure Action Plan with communities throughout the watershed. The technical assistance provider will develop an agenda and presentation materials and will present at the appropriate forum. The forum presentation will promote water quality improvements in the Tioughnioga River Watershed, helping local governments and communities to build capacity for advancing green infrastructure strategies throughout New York's Chesapeake Bay headwaters communities.

Party Responsible: Skeo Solutions  
Forum  
Schedule: January 2015

Deliverable: Agenda and Presentation Materials for Regional

#### E. **Commitment to Implementation:**

The Urban Headwaters Green Infrastructure Action Plan will provide a framework that guides future allocations of annual capital improvement dollars (traditionally set aside for sidewalks, streets and parks) in Cortland, Town of Cortlandville and Village of Homer with an expanding share of resources dedicated to infiltration projects and green infrastructure retrofits. Project outcomes will also inform future implementation funding applications such as the NFWF Chesapeake Bay Stewardship Fund Implementation Grants (e.g., Innovative Nutrient and Sediment Reduction Grants, Small Watershed Grants) and the New York State Environmental Facilities Corporation Green Innovation Grants.

# Requirement for IEFCA Grant Application

## **Feasibility Study**

The Feasibility Study is a written document that provides the basis and justification for design. It is based on a design professional's site evaluation, a process in which multiple options are considered, and it may result in a recommendation that the project is not feasible or that other options should be considered. Before you apply for funding and prepare a Feasibility Study, special consideration should be placed on site analysis, including, but not limited to:

- Conducting field reconnaissance to confirm suitability of green infrastructure practice(s) at the site, noting existing conditions such as land use, utilities, stormwater flow path, soil conditions and property access;
- Avoiding sites with significant steep slopes, bedrock and/or severe grade changes;
- Selecting sites which are not subject to high groundwater levels, backwater conditions or tidal influences.

Applicants are required to submit sufficient information to demonstrate their proposed green infrastructure project is feasible to construct.

The Feasibility Study **must be** signed and stamped by a **Qualified Professional**: a person who is knowledgeable in the principles and practices of stormwater management and treatment, such as a NYS licensed Professional Engineer, a NYS Registered Landscape Architect or other individual(s) endorsed by NYS DEC as qualified to prepare a Stormwater Pollution Prevention Plan (SWPPP). It should be noted that an **approved** Feasibility Study is required prior to the execution of a grant agreement.

Applicants are required to submit sufficient information to demonstrate the feasibility of the proposed green infrastructure practice(s). The Feasibility Study **must** specifically address the green infrastructure practice(s) and contain the following elements:

- I. Cover Page (*Project Title, Owner, Prepared by and Date*)
- II. Executive Summary
- III. Project Objective(s)
- IV. Existing Conditions
  - a. Project Location/Address (*including nearest cross street*)
  - b. Current Land Use
  - c. USGS Soil Classification/Bedrock Depth
  - d. Site Topography
  - e. Stormwater Flowpath (*also consider adjacent sites*)
  - f. Depth to Water Table (*Green Infrastructure Practice Dependent*)
  - g. Nearest/Receiving Waterbody
  - h. Other Site Considerations (*Wetlands, Hotspots, Brownfield Remediation, etc.*)
  - i. Boring Logs, Infiltration Tests, or other Subsurface Investigations, if applicable, may be required prior to Grant Agreement (*see item V.c. below*)
- V. Project Description
  - a. Recommended Green Infrastructure Practice(s)  
(*See Technical Guidance for Green Infrastructure Projects Table*)
  - b. Feasibility Analysis of Selected Green Infrastructure Practice(s)
    - i. Drainage Area
    - ii. Site Grading
    - iii. Stormwater Flowpath (*also consider adjacent sites*)
    - iv. Design Considerations
    - v. Green Infrastructure Practice Sizing & Water Quality Volume (WQV) Calculation(s) (*estimated*)

c. Feasible Alternative(s) (*to accommodate variables determined by site investigations*)

VI. Proposed Project Schedule

VII. Anticipated Regulatory Approval and Permits

VIII. Project Cost Estimate: Construction in Current Year Dollars, Engineering, Equipment, Legal, Administrative Force Account, Technical Force Account and Contingency

### **Conceptual Site Plan**

I. Engineer Name, Date and Project Title

II. North Arrow/Legend

III. Graphical Scale (1 " = 10', 20', 30', 40', 50', 60' or 100')

IV. Site Features (*Wetlands, Nearest Waterbody, Streets, Buildings, etc.*)

V. GI Practice Location/Layout w/ Flowpath (*arrow*)

VI. Location Map

**Type:** New York  
**Agency:** NY Other  
**Office:** New York State Environmental Facilities Corporation (NYSEFC)  
**Multipart Grant:** No  
**Next Due:** 08/12/2013 (Application)  
**Solicitation Date:** Unknown  
**Match Required:** Yes  
**Actual Funds:** \$10,400,000 (Confirmed)

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### Summary:

The purpose of this program is to support the improvement of water quality in the state and demonstrate green stormwater infrastructure. Project funding may be used to create and maintain green, wet-weather infrastructure; spur innovation in the field of stormwater management; build capacity locally and beyond; and facilitate the transfer of new technologies and practices to other areas of the state.

Projects must include one of the following practices to be eligible:

- Permeable pavement
- ✱ • Bioretention
- Green roofs or walls
- Street trees or urban forestry programs designed to manage stormwater
- ✱ • Construction or restoration of wetlands, floodplains, or riparian buffers
- Stream daylighting
- Downspout disconnection
- ✱ • Stormwater harvesting and reuse

To be eligible, applicants must have the legal right to own, operate, and maintain the project for the duration of its useful life, and comply with the Smart Growth Infrastructure Act of 2010 and the State's minority/woman-owned business enterprises (M/WBE) requirements. Refer to page 136 of the NOFA file for additional applicant requirements.

### Eligibility Notes:

Eligible applicants are:

- Municipalities
- State agencies
- Public benefit corporations
- Public authorities
- Nonprofit corporations
- For-profit corporations

- Firms
- Partnerships
- Associations
- Soil and water conservation districts

Applicants may submit more than one application.

Previous award recipients include:

- University at Albany (Albany County)
- Broome County
- Town of Ticonderoga (Essex County)
- Blumenfeld Development Group (Kings County)

Refer to the Award file for additional information regarding previous award recipients.

**New York State Environmental Facilities Corporation  
Green Innovation Grant Program (GIGP) Grantees for Federal Fiscal Year 2013**

County	Applicant	Project Title	Project Description	Grant Amount
Albany	University at Albany	Campus Center Expansion Green Infrastructure	The University at Albany will use GIGP funds to go above and beyond their permit requirements and install pervious pavement, rain gardens, and a green roof as part of their Campus Center Expansion Project. The inclusion of these green practices will reduce stormwater runoff, combat heat island effect, and conserve energy, ultimately helping the Campus Center Expansion Project achieve a LEED Gold rating.	\$607,847
★ Broome	Broome County	Green Stormwater Infrastructure	Broome County will use GIGP funds to install pervious pavement, rain gardens, bioretention, and convert an existing stormwater detention pond into a functional stormwater wetland at its Public Safety Facility. The project will treat stormwater on site and reduce stormwater runoff.	\$1,008,090
Dutchess	Bard College	Regional Green Infrastructure Demonstration	The Bard Regional Green Infrastructure Demonstration Project will use GIGP funds to implement green infrastructure practices that slow the speed of stormwater, clean it, and infiltrate it as part of a holistic solution to the problem of flooding and water contamination caused by impermeable surfaces. This project turns a problem area into an educational asset: eliminating a compacted crushed gravel parking area and transforming it into a pervious one will enhance the most heavily-trafficked parking area on the Bard campus.	\$732,728
★ Erie	Village of Williamsville	Spring Street Green Reconstruction	The Village of Williamsville will use GIGP funds to install bioretention, rain gardens, and a green wall as part of the reconstruction of Spring Street. This project will significantly reduce existing erosion and sedimentation observed in nearby Glen Park.	\$799,160
Essex	Town of Ticonderoga	Stream Daylighting	The Town of Ticonderoga will use GIGP funds to incorporate stream daylighting, bioretention, and a constructed wetland adjacent to Bicentennial Park. This project will help reduce combined sewer overflows by directing stormwater into more natural drainage features and out of the combined sewer system.	\$539,103
Kings	Blumenfeld Development Group	Brooklyn Navy Yard "Building C" Green Roof	The Blumenfeld Development Group will use GIGP funds to install a green roof above "Building C" in the Brooklyn Navy Yard. This is part of a larger mixed-use development project on a 6.08-acre site located at the corner of Navy Street and Flushing Avenue.	\$275,778
Kings	Marine Park Seaside Links	Rainwater Harvesting and Reuse	Marine Park Seaside Links will use GIGP funds to install a rainwater harvesting and reuse system at the Marine Park Golf Course in Brooklyn. The rainwater harvesting and reuse system will reduce stormwater runoff currently discharging into Jamaica Bay as well as reduce the potable water demand at the facility.	\$502,900
Monroe	I-Square	I-Square Green Redevelopment	The I-Square project will use GIGP funds to support rainwater harvesting and reuse, pervious pavement, rain gardens and green roofs as part of a larger redevelopment project in the Cooper-Hudson-Titus Avenue area of the Town of Irondequoit.	\$393,000
Monroe	Rochester Museum & Science Center	Regional Green Infrastructure Showcase	The Rochester Museum and Science Center will use GIGP funds to install a rainwater harvesting system, pervious pavement, a green roof, bioretention practices, and redirect roof runoff into rain gardens. The green practices will be a key feature of the RMSC Regional Green Infrastructure Showcase. This project will reduce stormwater runoff as well as provide the community with a highly visible and accessible educational resource on the benefits of green infrastructure practices in Western New York.	\$724,374

County	Applicant	Project Title	Project Description	Grant Amount
Nassau	Planting Fields Arboretum	Green Infrastructure Retrofit	GIGP funds will support the redevelopment of the main parking area at Planting Fields Arboretum and State Historic Site using green infrastructure. The parking area provides an ideal opportunity to showcase bioretention and pervious pavement and at the same time improve the connectivity of the park. The project will also include constructed wetlands and a series of biofilters.	\$800,000
Oneida	City of Rome	Capitol Steps	The City of Rome will use GIGP funds to disconnect downspouts and install pervious pavement, stormwater street trees, and bioretention to revitalize the West Dominick Street arts and cultural district. These features will help to capture rainfall and slow down and clean stormwater from adjacent impervious areas.	\$230,900
Onondaga	Village of Fayetteville	Fayetteville Green Gateway	The Village of Fayetteville will use GIGP funds to install pervious pavement, rain gardens, bioretention, and stormwater street trees along East Genesee Street. The Fayetteville Gateway Project will help improve safety for pedestrians and motorists, improve water quality and beautify one of the Village's primary economic corridors.	\$557,100
Rockland	Town of Clarkstown	Wetland Restoration Project	In the Hamlet of West Nyack, the Town of Clarkstown wetland restoration project will use GIGP funds to naturalize previously channelized streams, reconnect their flow to the adjacent regulated wetlands, and create new wetlands on the site. The project will feature educational kiosks and a small educational trail to promote better understanding of the importance of wetlands in mitigating flooding and improving water quality.	\$1,000,000
Suffolk	Suffolk County Community College	Campus Stormwater Initiative	The Suffolk County Community College will use GIGP funds to install a rainwater harvesting system, pervious pavement, and rain gardens at various locations on campus. The project will reduce potable water demand, relieve localized flooding, and improve water quality flowing into the Great South Bay.	\$393,043
Tompkins	Taughannock Falls Park	Green Infrastructure Retrofit	GIGP funds will support the installation of pervious pavement as part of a complete renovation of the Taughannock Falls State Park overlook, one of the most visited locations in the region. The project will incorporate green infrastructure in a prominent setting that showcases an important scenic geologic resource, the 215-foot-high Taughannock Falls, of one of the highest waterfalls in the Northeast.	\$320,000
Ulster	Ulster County	Campus Green Retrofit	Ulster County will use GIGP funds to install pervious pavement, rain gardens, bioretention areas, and green walls at the recently relocated SUNY Ulster Extension Center in Kingston. This project will serve as an example of adaptive building reuse by retrofitting a former elementary school with innovative sustainable infrastructure at the new highly visible SUNY educational facility.	\$439,000
Westchester	City of Yonkers	Saw Mill River Daylighting Green Phase 3	The City of Yonkers will use GIGP funds to continue the process of daylighting the Saw Mill River through downtown Yonkers. This project will improve water quality, provide new habitat, leverage private investment, and create a gateway park with dramatic views upon entering downtown from the east.	\$1,076,977
Total 2013 GIGP Funding				\$10,400,000

**New York State Environmental Facilities Corporation  
Green Innovation Grant Program (GIGP) Grantees for Federal Fiscal Year 2011**

County	Applicant	Project Title	Project Description	Grant Amount
Bronx	New York City Department of Park and Recreation	Taking New York City's Innovative Greenstreets and Green Roofs to the Next Level!	This project will design, construct, and monitor five green streets and a new 18,000 sq. ft. green (vegetated) roof at St. Mary's Recreation Center in the South Bronx. These green streets will experiment with new green techniques, soils and designs.	\$1,125,000.00
Bronx	Hunts Point Terminal*	Hunts Point Produce Market	Installing two 40,000 gallon cisterns to harvest and reuse rainwater, the Hunts Point Produce Market will reduce the pressure on the Hunts Point Water Treatment Plant during storm events, reducing runoff and pollution into the Bronx River Watershed. The stormwater collected in the cisterns will also be reused as drinking water in the Market, as well as for washing down docks and loading areas.	\$1,000,000.00
Broome	Center for Technology and Innovation	Garden of Ideas Porous Pavement Parking Lot	The Center for Technology & Innovation will install pervious paving in the parking lot and the Garden of Ideas at the TechWorks! Museum of Invention and Upstate Industry. Porous pavement will enable officials, residents, and developers to see first-hand the benefits and costs of replacing traditional asphalt parking lots with pervious paving.	\$116,500.00
Chemung, Steuben, Schuyler, Tioga, Chenango, Broome, Delaware, Tompkins	Tioga County Soil and Water Conservation District	Southern Tier Wetland Construction and Floodplain Enhancement	The Upper Susquehanna Coalition will construct and restore 120 acres of wetlands in the Southern Tier counties and will reconnect streams with floodplains, allowing streams to overtop their banks and spread water safely where adequate space is available. This will allow water to safely spread out onto adjacent floodplains without damaging nearby infrastructure.	\$920,000.00
Erie	Ford Motor Company	Ford Motor Company Stormwater Reuse	The Ford Motor Company Buffalo Stamping Plant plans to reduce potable water use by collecting and reusing stormwater in a non-contact cooling water system which is used in the Stamping Plant in welding lines and plant-wide air compressors.	\$135,000.00
Kings	Prospect Park Alliance, Inc.*	Prospect Park Lakeside Green Roof	Prospect Park Alliance will construct a state-of-the-art LEED-certified recreation facility alongside the lake in Brooklyn's Prospect Park. This new center will be a national model for integrating cutting-edge sustainable architecture into a public park. Green roofs will cover all building structures, which can be toured by the public. A cistern will also be installed for rainwater harvesting and reuse.	\$2,287,000.00
Monroe	Town of Brighton	Monroe Avenue Retrofit Green Streets Project	The Town of Brighton will carry out a green street retrofit of a portion of Monroe Avenue by installing stormwater street trees, bioretention, porous-pavement sidewalks, rain gardens, and riparian buffers. By reducing stormwater pollution and controlling water overflows, the green street retrofit will help revitalize the town center. The success of this project will demonstrate the effectiveness and feasibility of green infrastructure practices for other communities in New York.	\$1,565,000.00

\* Denotes project that received funding from additional New York State Agencies through Governor Cuomo's Consolidated Funding Application

**New York State Environmental Facilities Corporation  
Green Innovation Grant Program (GIGP) Grantees for Federal Fiscal Year 2011**

County	Applicant	Project Title	Project Description	Grant Amount
Monroe	City of Rochester	Port of Rochester Redevelopment Project	The Port of Rochester Redevelopment Project includes the construction of a marina along the Genesee River at its juncture with Lake Ontario. Road and walkway improvements will enhance access to the marina and other improvements planned for Port of Rochester area. Pervious pavement will also be installed in select parking lanes along Corrigan Street, as well as the drop-off loop in front of the Terminal Building.	\$198,000.00
New York	Solar One	Solar 2 Green Roof	Solar 2 will install a green roof as part of becoming the first LEED-Platinum, net-zero energy use and net-zero water use building in any large American city. Solar 2 will display a geothermal heating system, a black water reclamation and reuse system, a solar array on the green roof, and dozens of other cutting-edge energy efficient and sustainable design technologies.	\$229,000.00
Niagara	City of North Tonawanda	North Tonawanda Webster Street Green Infrastructure	The Webster Street Green Infrastructure Improvements project will provide aesthetic, economic and environmental enhancements to the City's historic downtown business district. The redevelopment project will reconstruct a narrow band along both sides of Webster Street to include curb bump-outs and bioretention /infiltration areas, providing measurable water quality improvements in nearly six acres of land in the heart of North Tonawanda, significantly reducing pollutant discharges into the Erie Canal and Niagara River.	\$574,500.00
Oneida	City of Utica	Utica Urban Green Infrastructure Project	The City of Utica will construct green parking areas as part of the Brownfield Opportunity Area plan in Utica's downtown. The work will include the construction and planting of bio-swales and rain gardens along with the installation of pervious surfaces to better control stormwater run-off and maintain water quality.	\$1,030,000.00
Oneida	City of Rome	Little Italy Colonnade - Red, White, and Green Infrastructure	The City of Rome's Little Italy Colonnade - Red, White, and Green Infrastructure Project will use sustainable and innovative design techniques to create a living streetscape system that will enhance the aesthetics and pedestrian safety of Rome's Little Italy Business District – Rome's primary commercial corridor along the Erie Canal. Located in a Brownfield Opportunity Area, the project will expand the pedestrian greenway, add bio-retention areas to ease the aging and overburdened stormwater infrastructure and install a pedestrian/bike pathway.	\$459,000.00

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**New York State Environmental Facilities Corporation  
Green Innovation Grant Program (GIGP) Grantees for Federal Fiscal Year 2011**

County	Applicant	Project Title	Project Description	Grant Amount
Onodaga	SUNY Environmental Science and Forestry	SUNY ESF Gateway Building Green Roof	A green roof will be constructed on roughly half of the upper level of the Gateway Building on the SUNY College of Environmental Science and Forestry (SUNY-ESF) campus. The green roof will include native plant species, observation decks, and gathering spaces. ESF will use the green roof as a focal point in laboratory and studio experiences.	\$413,000.00
Onondaga	Syracuse Center of Excellence	Syracuse CoE Green Streets	This project consists of bioretention swales and tree plantings on the streets adjacent to the Syracuse Center of Excellence headquarters at Syracuse University, adding value to the city of Syracuse's plans for creating a bike boulevard on Water Street. The project will demonstrate green streets and urban brownfield redevelopment, providing opportunities to educate and train students in the development of green infrastructure.	\$819,000.00
Onondaga	Village of East Syracuse	East Syracuse Roof Drain and Sump Pump Relocation	The Village of East Syracuse is working to reduce sanitary sewer overflows resulting, in part, from rooftop downspouts. This project will disconnect roof leaders and direct the runoff into green infrastructure such as stormwater planters and rain gardens.	\$279,000.00
Onondaga	Onondaga County	Onondaga County Save the Rain Downspout Disconnection Program	The Downspout Disconnection Program will remove stormwater from the combined sewer by capturing run-off from existing downspout connections attached to Interstate Highway 690 corridor in the city of Syracuse, NY. The program will serve as a pilot for future disconnection projects and will remove a significant amount of stormwater from the local sewer system.	\$472,000.00
Ontario	City of Canandaigua	Canandaigua Downtown Streetscape Green Streets Project	The City of Canandaigua's Downtown Streetscape Project will construct rain gardens along three blocks of Canandaigua's central business district. Rain gardens slow down the rush of water from hard surfaces, holding water for a short period of time and allowing it to naturally soak into the ground. Through this kind of sustainable infrastructure, the project will revitalize and beautify the downtown business district and encourage business investment and growth.	\$385,000.00
Queens	Research Foundation of CUNY on behalf of Queensborough Community College	Queensborough Community College Stormwater Management Permeable Pavement	This project is a green retrofit of Parking Lot 1, the gateway to the main campus quadrangle and principal buildings at Queensborough Community College. Permeable asphalt paving and vegetated bioinfiltration swales will be installed to manage rain where it falls, reducing water runoff that can carry pollutants into water systems. The new green parking lot will be integrated into service learning classes QCC and be used as a focal point for Earth Day celebrations.	\$1,000,000.00

\* Denotes project that received funding from additional New York State Agencies through Governor Cuomo's Consolidated Funding Application

**New York State Environmental Facilities Corporation  
Green Innovation Grant Program (GIGP) Grantees for Federal Fiscal Year 2011**

<b>County</b>	<b>Applicant</b>	<b>Project Title</b>	<b>Project Description</b>	<b>Grant Amount</b>
Queens	Long Island Jewish Medical Center	Cohen Children's Medical Center Green Roof	Long Island Jewish Medical Center will construct a green roof on the rooftop of the Cohen Children's Medical Center in Queens that includes plantings, surfacing, fencing, energy efficient LED exterior lighting, and a necessary extension of the existing elevator of the building to the rooftop. Once constructed, the Cohen Children's Medical Center will create a healing space where pediatric patients and families can bond with nature. In addition to these therapeutic benefits, the green roof will also have substantial environmental and economic benefits through decreased stormwater runoff and energy savings on heating and cooling costs.	\$450,000.00
Queens	HPS Associates LLC	Hunters Point A and B	Hunters Point South is a large-scale affordable housing development along the East River waterfront in Queens. The project will include stormwater harvesting and reuse in both buildings to irrigate planted roof areas on the buildings. Building A will contain more than 5,700 sq ft. of planted roof area and Building B will contain more than 1,000 sq. ft.	\$287,000.00
Rensselaer	The Doane Stuart School	Doane Stuart Green Roof	The Doane Stuart School will install a multi-use green roof that will be designed by the Upper School students (grades 9 - 12), under the supervision of area landscape architects, including Doane Stuart alumni/ae, former teachers, and parents. The green roof will be accessible to students for projects throughout the school year.	\$1,298,000.00
St. Lawrence	Village of Gouverneur	Gouverneur Combined Sewer Separation and CSO Abatement	The Village of Gouverneur will carry out a combined Sewer Separation project to eliminate sewage overflows into the Oswegatchie River. Green infrastructure technologies such as bioswales, rain gardens, constructed wetlands, rain barrels, porous concrete sidewalks and a porous asphalt residential street will be incorporated into the larger sewer separation project.	\$1,995,000.00
Suffolk	Town of Babylon*	Wyandanch Rising	Wyandanch Rising includes the renovation of Geiger Lake Park. The project will transform an aging and underutilized park into the gem of the Town of Babylon's park system. The multi-faceted project will restore existing wetlands, control stormwater runoff through various green techniques and protect the stream banks and the shoreline of Geiger Lake.	\$810,000.00

\* Denotes project that received funding from additional New York State Agencies through Governor Cuomo's Consolidated Funding Application

**New York State Environmental Facilities Corporation  
Green Innovation Grant Program (GIGP) Grantees for Federal Fiscal Year 2011**

County	Applicant	Project Title	Project Description	Grant Amount
Warren	Town of Hague	Hague Brook Stormwater Reduction Program	The Hague Brook Stormwater Reduction Program will retrofit two parking areas in downtown Hague using bioretention and permeable asphalt to reduce stormwater runoff into Hague Brook, which drains into Lake George. The parking areas are located in the heart of the downtown district and will allow for enhanced access for visitors and residents to hamlet businesses and activities as well as increase year-round tourism opportunities for the Town and the greater Lake George Region.	\$44,000.00
Warren	Warren County	Sustainable Advancement of the Lake George Environmental Park	The West Brook Conservation Initiative will install grass pavers at a proposed 2.5 acre Festival Space for multiple outdoor events on the site of the former Gaslight Village. In addition, The West Brook Conservation Initiative will install porous asphalt along West Brook Road.	\$738,000.00
Westchester	St. John's Riverside Hospital	St. John's Riverside Hospital Green Roof	St. John's Riverside Hospital will transform seven standard flat asphalt roof areas to green roofs that provide numerous valuable benefits to the environment as well as learning and health benefits to all the patients, nursing school students, visitors, hospital staff and the neighboring community.	\$990,000.00
Yates	Finger Lakes Cultural & Natural History Museum*	Finger Lakes Museum Phase 1	The Finger Lakes Museum is proposed as the premier natural and cultural resource dedicated to the enjoyment, education and stewardship of the Finger Lakes Region - and to fresh water conservation around the world. The first step in renovating a former elementary school building will be the installation of a green roof, covering the roof with vegetation and a drainage system to absorb rainfall and limit stormwater runoff, as well as restoring and protecting adjacent streambanks.	\$381,000.00

\* Denotes project that received funding from additional New York State Agencies through Governor Cuomo's Consolidated Funding Application

**William Knickerbocker**

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**From:** Bruce Weber  
**Sent:** Tuesday, March 04, 2014 9:23 AM  
**To:** Brian Tobin; lawdept; Mack Cook; mayorofc; William Knickerbocker  
**Subject:** Natrium

To all:

Natrium Products is proposing a new warehouse on property at 39-47 Court St., presently zoned GB, as such a use variance and site plan review is needed. They have made the appropriate applications but are now considering asking for a zone change to Industrial for this property as well as 60 Pendleton. I have instructed them to forward this request to Brian so this may be placed on the Council agenda. I will add this to their present applications so that review boards may provide Council with recommendations. Any questions give me a call at 423-5621.

Bruce

## Change to zoning map

### **§ 29. Official map, changes.**

Such legislative body is authorized and empowered, whenever and as often as it may deem it for the public interest, to change or add to the official map of the city so as to lay out new streets, highways or parks, or to widen or close existing streets, highways or parks. Drainage systems may also be shown on this map. At least five days' notice of a public hearing on any proposed action with reference to such change in the official map shall be published at least once in an official publication of said city or in a newspaper of general circulation therein. No change in the official map shall be made for the lay out of a new street or the opening or widening of any street unless notice shall have been sent by registered mail, return receipt requested, to the person and address noted on the last preceding real property tax notice issued on the property which is to be included in such proposed layout, opening or widening of such streets. Before making such addition or change the matter shall be referred to the planning board for report thereon, but if the planning board shall not make its report within thirty days of such reference, it shall forfeit the right further to suspend action. Such additions and changes when adopted shall become a part of the official map of the city, and shall be deemed to be final and conclusive with respect to the location of the streets, highways and parks shown thereon. The layout, widening or closing, or the approval of the layout, widening or closing of streets, highways or parks by the city under provisions of law other than those contained in this article shall be deemed to be a change or addition to the official map, and shall be subject to all the provisions of this article.

# NATRIUM PRODUCTS, INC.

58 Pendleton St. PO Box 5465 Cortland, NY 13045 Ph: 1-800-962-4203 Fax: 607-753-0552

March 11, 2014

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

RE: Natrium Products, Inc.  
Zone change for lots 86.59-02-13 and 86.59-02-11.20

Dear Mayor Tobin:

With our continued business growth at our Cortland Facility we have found it necessary to expand our warehousing capabilities from our current location on Pendleton Street. We are currently looking to expand our warehousing to East Court Street at the location shown on the attached plan.

The proposed warehouse location is currently zoned General Business, we are proposing to modify this to a General Industry zoning which appears to meet the City of Cortland zone use requirements. The subject lots are 86.59-02-13 and 86.59-02-11.20

The intended use of this building will be warehouse which will house finished products from our Pendleton Street production operation. We are proposing to construct a truck loading ramp area with three overhead doors.

Once you have reviewed this information please contact us so a meeting can be scheduled to discuss this project further.

If you have any questions, please do not hesitate to contact us.



Robert Kemp

CC: Encl.

# NATRIUM PRODUCTS, INC.

58 Pendleton St. PO Box 5465 Cortland, NY 13045 Ph: 1-800-962-4203 Fax: 607-753-0552

March 6, 2014

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

RE: Natrium Products, Inc.

Dear Mayor Tobin:

With our continued business growth at our Cortland Facility we have found it necessary to expand our warehousing capabilities from our current location on Pendleton Street. We are currently looking to expand our warehousing to East Court Street at the location shown on the attached plan.

The proposed warehouse location is currently zoned General Business, we are proposing to modify this to a General Industry zoning which appears to meet the City of Cortland zone use requirements.

The intended use of this building will be warehouse which will house finished products from our Pendleton Street production operation. We are proposing to construct a truck loading ramp area with three overhead doors.

Once you have reviewed this information please contact us so a meeting can be scheduled to discuss this project further.

If you have any questions, please do not hesitate to contact us.



Robert Kemp

CC: Encl.

**COMMUNITY DEVELOPMENT  
MISCELLANEOUS REVENUE OPERATING BUDGET  
2014**

	2010 Adopted	2010 Modified	2010 Actual	2011 Adopted	2011 Actual	2012 Adopted	2012 Actual	2013 Adopted	2013 Actual	2014 Proposed
Encumbrances (sidewalks):	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00	\$375.00	\$375.00	\$0.00
Encumbrances (Tree ads):								\$214.86	\$214.86	
Appropriations from Reserve	\$102,200.00	\$102,200.00	\$102,200.00	\$55,400.00	\$46,960.83	\$46,250.00	\$46,250.00	\$55,250.00	\$47,489.37	\$57,750.00
National Grid	\$0.00	\$6,060.00	\$6,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Urban & Community Forestry Grant						\$9,000.00				
<b>Total Funding</b>	<b>\$102,200.00</b>	<b>\$108,260.00</b>	<b>\$108,260.00</b>	<b>\$56,100.00</b>	<b>\$46,960.83</b>	<b>\$55,250.00</b>	<b>\$46,250.00</b>	<b>\$55,839.86</b>	<b>\$47,489.37</b>	<b>\$57,750.00</b>

**Appropriations and Encumbrances**

Thomas Development Consultants	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
Encumbrances from prior year (sidewalks)	\$0.00	\$0.00	\$0.00	\$700.00	\$700.00	\$0.00	\$0.00	\$375.00	\$375.00	\$0.00
Encumbrances from prior year (Tree ads)								\$214.86	\$214.86	

**Beautification Program**

Tree Planting	\$12,000.00	\$18,060.00	\$18,025.00	\$12,000.00	\$11,794.40	\$11,600.00	\$8,367.91	\$11,600.00	\$7,414.00	\$6,000.00
Sidewalk Repairs/Dexter Park Sidewalk	\$11,000.00	\$11,000.00	\$10,210.00	\$11,000.00	\$11,000.00	\$11,000.00	\$10,500.00	\$11,000.00	\$11,682.00	\$11,000.00
Tree & Stump Removal	\$22,000.00	\$22,000.00	\$21,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Landscaping (Welcome Signs)	\$9,000.00	\$9,000.00	\$8,263.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
Beardy Park Landscaping	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$59,000.00</b>	<b>\$65,060.00</b>	<b>\$58,458.40</b>	<b>\$23,000.00</b>	<b>\$22,794.40</b>	<b>\$22,600.00</b>	<b>\$18,867.91</b>	<b>\$22,600.00</b>	<b>\$19,096.00</b>	<b>\$17,100.00</b>

**Miscellaneous Expenses**

Cortland Regional Sports Council	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
Downtown Music Series	\$5,500.00	\$5,500.00	\$5,500.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
JETS Downtown	\$4,300.00	\$4,300.00	\$4,300.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$0.00
Web Site Maintenance	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ads & Postage	\$500.00	\$500.00	\$494.32	\$500.00	\$500.00	\$750.00	\$535.14	\$750.00	\$493.37	\$750.00
Downtown Partnerships Dues	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$7,975.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$20,000.00
Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$91.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$40,800.00</b>	<b>\$40,800.00</b>	<b>\$40,794.32</b>	<b>\$30,000.00</b>	<b>\$21,066.43</b>	<b>\$30,250.00</b>	<b>\$21,035.14</b>	<b>\$30,250.00</b>	<b>\$25,993.37</b>	<b>\$38,250.00</b>

<b>Total appropriations and Encumbrances</b>	<b>\$102,200.00</b>	<b>\$108,260.00</b>	<b>\$101,652.72</b>	<b>\$56,100.00</b>	<b>\$46,960.83</b>	<b>\$55,250.00</b>	<b>\$42,303.05</b>	<b>\$55,839.86</b>	<b>\$47,489.37</b>	<b>\$57,750.00</b>
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Fund Balance at Start of Year

\$135,425.16

Proposed Fund Balance at End of Year

\$77,675.16

## Mack Cook

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**From:** Adam Megivern <adam@cortlanddowntown.com>  
**Sent:** Thursday, March 13, 2014 11:39 AM  
**To:** Mack Cook; Brian Tobin; ward1; ward2; ward3; ward4; ward5; ward6; ward7; ward8; Lori Crompton  
**Subject:** 2014 Miscellaneous Revenue Budget  
**Attachments:** CDP\_Request.docx; ATT00001.htm

Hello Everyone,

At the next Common Council meeting, you will be asked to pass the Miscellaneous Revenues budget. Included in the budget is a proposed increase to \$20,000 for the Cortland Downtown Partnership (CDP). This request is a needed infusion into the Partnership's budget to continue to deliver current services downtown to market, promote and enhance the district despite economic stress.

As you can see in the attached income and expense spreadsheet current revenues including membership and parking permits do not meet overhead expense. This has been the case since the CDP was formed. Even with every business downtown as a member and every parking space sold, income will not meet expense. The CDP has survived the last seven years due to successful grant writing and administration.

Increased need in 2014 is a result of strain created by financing construction activity at the Cortland Business Innovation located at 40-42 Main Street. The future home of the CDP will serve as a model property for the downtown community in mixed use including storefront retail, professional shared service offices and residential space on the upperfloors. Construction is set to culminate this year with new construction for elevator access built onto the back of the building and façade improvements.

In addition to this request to sustain the organization we are diligently working to find additional funding streams to meet downtown's unmet needs. We need to increase marketing and advertising for downtown and establish tools for economic development efforts like streetscape improvements, revolving loan funds for brick and mortar projects and incentive programs for downtown business creation.

If you have any questions or concerns regarding the Cortland Downtown Partnership's request or estimated income and expense spreadsheet, please do not hesitate to contact me.

Best,

Adam

## Mack Cook

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**From:** Ann Hotchkin <ann@thomadevelopment.com>  
**Sent:** Wednesday, March 12, 2014 1:38 PM  
**To:** ward4; Linda Ferguson; Ken Dye; Carlos Ferrer; Tom Michales; ward2; ward1; ward5; Brian Tobin; Mack Cook; Chris Bistocchi; Wilma Vandee  
**Cc:** Linda/Work  
**Subject:** 2014 City Sidewalk Program  
**Attachments:** CortlandSWGGuidelines'14.doc; ATT00001.htm

Hi All

At the next Common Council meeting, you will be asked to pass the Miscellaneous Revenues budget. \$11,000 of that budget is proposed for the annual City sidewalk program. I've been asked to forward a copy of the proposed 2014 Sidewalk Guidelines in anticipation of the meeting. Please note that your copy does not list the name of any contractors yet. We will be contacting interested firms in the future to see if they are willing to be on the City's list and to update their insurance certificates.

These guidelines have been in effect for many years. Last year the subsidy was increased to \$800. With \$11,000 we can address the sidewalk needs of 13-15 property owners. The money tends to be encumbered very quickly so our program advertisements advocate that interested persons should not wait to apply. Potential participants can call our office for an application or download one off the City's website.

If you have any questions or concerns regarding the Sidewalk Program, do not hesitate to contact me.

Ann

# CITY OF CORTLAND

2014  
BEAUTIFICATION PROGRAM  
SIDEWALK PROGRAM GUIDELINES

Sponsored by: City of Cortland  
Brian Tobin, Mayor

Administered by: Office of Community Development

**City of Cortland**  
**2014 BEAUTIFICATION PROGRAM**  
**\*\*SIDEWALK REPLACEMENT\*\***

The 2014 City of Cortland Beautification Program is a City-wide voluntary program, the goal of which is to encourage qualifying City Property Owners to actively participate in improving the aesthetics and/or safety of City properties which will, in turn, impact on the community as a whole. Participants in the program will be selected on a first-come, first-served basis through the City's Office of Community Development. Priority for program consideration will be given to applicants who have returned the attached Application and it is completed satisfactorily.

**The Sidewalk Replacement program is available to all City residential (owner-occupied and renter-occupied) owners.** It is the City's intention to encourage replacement of those sidewalks that pose a blighting influence on the surrounding property and/or contribute to inadequate sidewalk situations. The City has instituted the following guidelines for participation in the program:

1. A sidewalk replacement stipend is available from the City to all residential properties located within the City of Cortland. Concrete sidewalks and concrete aprons must be located in the City's right-of-way. The City will not pay for walkways from the sidewalk to the dwelling/structure nor will it pay for curb replacement.
2. The City will pay 50% of the sidewalk replacement up to \$1,600 (maximum City participation is \$800). This applies to all property owners regardless of income.
3. Potential applicants are instructed to complete the enclosed Application for Sidewalk Replacement in its entirety, which includes getting an estimate from a qualified sidewalk contractor and returning the Application to the City with the contractor's name indicated. Once this application is reviewed for completeness and an estimate is made of the dollars remaining in the Sidewalk Replacement budget by the City, a Notice to Proceed will be issued. Property owners are cautioned not to begin any sidewalk work until this notice is received. In the event that there are more applicants than there are funds available, participants will be selected on a first come, first served basis.
4. Property Owners will engage in the services of a qualified Sidewalk Contractor. The City has enclosed a list of sidewalk contractors who have worked with the program in the past and have submitted updated insurance certificates to the City. If you wish to have your work done by a contractor not on the list, they must submit an insurance certificate before any work begins as indicated in #5

below. For your reference, last year the per sidewalk block cost averaged approximately \$200+ for a 5 foot square block. Sidewalk blocks running through a driveway are thicker and are usually more expensive. The estimates provided to the City will be reviewed to insure that they are reasonable. It is expected that property owners will replace all damaged sidewalk blocks. Applying for a sidewalk subsidy for the same property for more than one year will not be allowed. Property owners may not change the contractor listed on their application unless and until an approval for change is received from the Office of Community Development.

5. The City of Cortland will require that the Contractor (not the Property Owner) obtain a permit from the City of Cortland's Department of Public Works (DPW) before beginning the work. There is no charge for this permit. The Contractor will be required by the DPW to show proof of both accident and protection of work and property insurance protecting City and Contractor for such purpose by securing a policy with limits and coverages as required by the City. The DPW is located on South Franklin Street and the hours of operation are 7 a.m. to 3 p.m., Monday through Friday. The telephone number is 756-6221.
6. At the DPW, the Contractor will be given the grade and line of the sidewalk for the property. The Contractor will be given a copy of the City's sidewalk specifications. It is anticipated that the permit will be issued within a maximum of five (5) working days or less.
7. Property Owners are advised not to let work begin without a permit. Under no circumstances will the City pay for any work that was performed without a permit. The City will make payment to any property owner that is not a known participant in the Beautification Program. No compensation will be given to work done prior to the start of this program.
8. The DPW will inspect the sidewalk forms prior to the pouring of the concrete. The contractor will be responsible for contacting the DPW.
9. Upon completion of the sidewalk replacement services, the Property Owner will telephone the City's Department of Public Works, 756-6221, 7 a.m. to 3 p.m., Monday through Friday. At this time, arrangements will be made for a final inspection of the premises. Upon satisfactory completion of the work in the judgment of the Superintendent of the DPW, the Property Owner will be eligible for a stipend from the City.
10. Property Owners must send or bring the ORIGINAL bill showing the contractor has been paid to:

Thoma Development Consultants  
34 Tompkins Street  
Cortland, NY 13045  
Telephone: 753-1433

11. Property owners are encouraged to retain a copy of the bill for their own records. It is anticipated that payment will be made within two weeks of receipt of the bill. The payment will be in the name of the property owner.
12. Property owners who wish to do the sidewalk replacement on their own property may do so once their application is approved. Those persons are required to obtain a permit from the DPW Superintendent and check with the City's insurance carrier. Payment will be made for one-half of the cost of materials to complete the sidewalk replacement. No payment will be made for the labor. The City will not compensate for any contracting firm that works in conjunction with the property owner on sidewalk replacement including removal of debris. The property owner will be required to submit the ORIGINAL bill for all materials to the Office of Community Development (See Number 10) for payment. Property owners doing their own work will be required to have an inspection of the premises by the DPW (See Numbers 8 and 9 above).
13. Prior to beginning any sidewalk replacement services, the City of Cortland reserves the right to exclude any property that would be physically too difficult to address and/or would not meet the goals of the program.
14. All sidewalk replacement work is to be completed by no later than October 1, 2014, and all bills submitted for payment by no later than November 1, 2014.
15. An income property owner may participate in the sidewalk program for up to three properties in any one given year.
16. All City taxes must be current on the selected property. The person signing the application for sidewalk replacement must be listed as the property owner on City rolls.
17. The City attempts to maintain accurate lists of future street/sidewalk reconstruction projects. Available funding and priorities cause this list to fluctuate from year to year. The City will not be responsible for reimbursing any property owner for sidewalk work funded through the Beautification Program that may eventually be replaced in conjunction with a future City project.

**APPLICATION FOR SIDEWALK REPLACEMENT**

To be placed on the City's list for Sidewalk Replacement, please complete this form and return it to Thoma Development Consultants, 34 Tompkins Street, Cortland, New York 13045. (Please copy for additional properties). **PLEASE ATTACH A COPY OF YOUR CONTRACTOR'S QUOTE.** Questions may be addressed to Ann Hotchkin, Program Manager, at 753-1433 or by email at ann@thomadevelopment.com.

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Property location (if different from above): \_\_\_\_\_

Day Time Telephone Number (required): \_\_\_\_\_

**\*\*The Name of my contractor is:** \_\_\_\_\_

Contractor Address: \_\_\_\_\_

**\*\*The cost to replace \_\_\_\_\_ sidewalk blocks (or \_\_\_\_\_ linear feet) on my property is \$\_\_\_\_\_ (This must be completed).**

**\*\*Note: After you submit the application, you must inform the City of any changes.**

By signing below I make known my understanding of the Sidewalk Replacement rules and guidelines that were provided to me by the City of Cortland and I make known my intention to participate in this program. I will not have my contractor start this program until I receive a Notice to Proceed from the City and until my contractor shows me proof of a City permit.

Signed: \_\_\_\_\_

\*\*\*\*\* DO NOT WRITE BELOW THIS LINE \*\*\*\*\*

DPW Approval Signature: \_\_\_\_\_

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

Additional sidewalk work on premises: \_\_\_ Yes \_\_\_ No



## Mack Cook

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**Subject:** FW: Misc. Revenue budget

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**From:** Ann Hotchkin [<mailto:ann@thomadevelopment.com>]

**Sent:** Tuesday, March 11, 2014 1:38 PM

**To:** Lori Crompton

**Cc:** [linda@thomadevelopment.com](mailto:linda@thomadevelopment.com); Brian Tobin; mayorofc; Mack Cook; [bernie@thomadevelopment.com](mailto:bernie@thomadevelopment.com)

**Subject:** Re: Misc. Revenue budget

The only thing I would like to chime in on, was that one year we may have paid postage and advertising for the sidewalk and tree program out of reimbursables for the City. This caused our budget the next year to drop from \$1,000 to \$500. We can do the programs with only \$500. Last year it was at \$750, so please make sure we get at least that much.

Thanks!

<2013 MR Budget.xls>

Ann Hotchkin  
Program Manager  
Thoma Development Consultants  
34 Tompkins Street  
Cortland, New York 13045  
Voice: 607-753-1433  
Fax: 607 753-6818  
[www.thomadevelopment.com](http://www.thomadevelopment.com)

# Cortland Regional Sports Council

## 2013 Overview



### A. Continuation of the Council

1. Establishment of council operations was started in the summer of 2004 and began in September 2004, including incorporation on 11-22-04.
2. The CRSC website was constructed in the fall of 2004. While our website draws a lot of traffic, it is in desperate need of an overhaul so that our office can make changes and updates. During the end of 2013, we will be revamping the site with the help of Plan First Technologies.
3. 2013-14 marks our 10<sup>th</sup> year of existence with successful events continuing to return.

### B. Review of Council Activities in 2013

1. AAU Basketball Tournament – The Cortland Shootout
  2. **NYSPHSAA Girls Lacrosse Championships**
  3. **Empire State Senior Games**
  4. Fidelis 6-Pack 5K Race Series
    - a. Mother's Day Run
    - b. Father's Day Run
    - c. Spring Run
    - d. Chiro Run
    - e. Pumpkin Run
    - f. Turkey Trot
  5. Bon-Ton Roulet Bicycle Tour
  6. Southern Tier Bow Hunters Championship
  7. **NYSW Soccer Final Four Championships\***
  8. Leaf Peepers Half-Marathon
  9. **NYSPHSAA Girls Soccer Championships\***
  10. Cornell Big Red Bowling Invitational
  11. NYS Regional Sheepdog Trials
  12. Upstate Lacrosse League Opening Day
  13. Canoe Classic
  14. Fire On Ice Hockey Tournament
  15. FASNY Winter Games
  16. King of the Hill Little League Tournament
  17. NYS YMCA Swimming State Championships
  18. NYS YMCA Gymnastics State Championships
- \*Events bring multi-year agreements to host**

### C. Economic Impact

1. Basis of the equation stems from the New York State Department of Economic Development for Upstate New York overnight and day trip spending
2. Event specifics are gathered at each event and include attendance, hotel room nights, ticket sales, etc.
3. Event spending by the CRSC has allowed added value and enhancement to some events while allowing others to simply get off the ground (ie: Red Dragon Ride/Celtic Fest Heavy Athletics)
4. The CRSC has played a role in bringing roughly \$18,500,000 in economic impact to our community since 2005.

## **D. Marketing Plan**

1. The CRSC will continue to use all available forms of event support and media. Some events require a larger expenditure than others and we tailor strategy accordingly.
2. Marketing includes –
  - a. Electronic – websites, emails, electronic newsletters, etc.
  - b. TV – When purchased, CRSC event ads run on Time Warner Cable and are viewed from Watertown/North Country to Pennsylvania, across to Albany and Buffalo.
  - c. Radio – Q Country, ESPN and the Finger Lakes Radio Group are used to advertise those events that attract out of town spectators. Local stations such as WXHC and I100 are also used, depending upon the event we are marketing.
  - d. Print – The famous CRSC Welcome Guides continue to be a focus of our Marketing plan for a majority of our events. A version of this was developed to enhance the NY Jets training camp in 2009 and used again this year. Besides these pieces we use various print campaigns in Central New York specific to the event. Posters are also used to welcome event participants and spectators to our community.
  - e. Non-Traditional – We continue to use our DVD to solicit new, potential events as well as to lend credibility to our current, ongoing events. The DVD will be used to market Cortland County to various events rights holders such as AAU, NCAA, IOC, etc.
  - f. iText Messaging – utilizing text technology, can text specific groups at events or associated with events to reach a target market.

## **E. Future Plans**

1. Ultimately, the CRSC wants to become the “Clearinghouse” for any Cortland County Sporting Event.
2. On-going Partnerships – State of New York, Section III High School Athletics, SUNY Cortland, TC3, Cortland County, the Town of Cortlandville, the City of Cortland, the JM McDonald Sports Complex, City & County Youth Bureaus, the CVB, IDA/BDC, YMCA, YWCA, Cortland High School, Homer High School, Ithaca College, the Downtown Partnership and the Cortland Chamber of Commerce all continue to play vital roles in our success.
3. Work to secure a NYSPHSAA Winter sport Championship for Cortland County.
4. Work with Section IV on a Cross Country season opening meet.
5. Volunteer Database – We hope to grow this valuable tool and make it available to assist other community organizations where appropriate. Updates are being made as volunteers assist with CRSC events. Can utilize iText to reach this volunteer group as well. Increase CRSC exposure via newly released venue DVD to rights holders outside of New York State.
6. Explore hosting a Winter Senior Games in Cortland.
7. With various fields, both turf and grass, conduct an adult soccer tournament aimed at 30+, 40+ & 50+ age groups.
8. Continue discussions with Ithaca CVB and Ithaca College to bring other events to our larger area...Benefits both counties with overflow, as we see happening in 2013 with the Y State Swimming Championships.
9. Revamping of the CRSC website – needs a hosting and design update.

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## 2014 CRSC Events

**January:** CortlandY Gymnastics Winter Meet – JM McDonald Sports Complex  
January 18<sup>th</sup> & 19<sup>th</sup>

**February:** FASNY Winter Games—Greek Peak & SUNY Cortland  
February 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup>

CortlandY Valentine's Gymnastics Meet – JM McDonald Sports Complex  
February 8<sup>th</sup> & 9<sup>th</sup>

CCYHA Sectional Ice Hockey Tournament – JM McDonald Sports Complex  
February 22<sup>nd</sup> & 23<sup>rd</sup>

ChillA Bration—Downtown Cortland  
February 22<sup>nd</sup>

CCYHA Fire On Ice Hockey Tournament – JM McDonald Sports Complex  
February 28<sup>th</sup>, March 1<sup>st</sup> & 2<sup>nd</sup>

**March:** NYS YMCA State Swim Meet—Ithaca College Aquatics Center  
March 14<sup>th</sup>, 15<sup>th</sup> & 16<sup>th</sup>

Cortland Shootout—AAU Basketball—Various Cortland Gym Locations  
March 15<sup>th</sup> & 16<sup>th</sup>

Syracuse Chargers/Speedo East Regionals Swimming Championships –  
Ithaca College Aquatics Center  
March 20<sup>th</sup> – 23<sup>rd</sup>

**April:** Y 6-Race Series – Spring Run – starts at the CortlandYMCA  
April 13<sup>th</sup>

**May:** Y Race Series – Mother's Day Run – Yaman Park  
May 11<sup>th</sup>

NYSW Soccer State Cup Final Four Championships – SUNY Cortland, TC3 & CHS  
May 30<sup>th</sup>, 31<sup>st</sup> & June 1<sup>st</sup>

**June:** New York State Senior Games—SUNY Cortland & surrounding venues  
June 2<sup>nd</sup> – 8<sup>th</sup>

NYS PHSA Girls Lacrosse Championships—SUNY Cortland & Homer High School  
June 6<sup>th</sup> & 7<sup>th</sup>

Upstate Lacrosse League Opening Day—SUNY Cortland, Barry Elementary, CHS  
June 13<sup>th</sup> & 14<sup>th</sup>



## 2014 CRSC Events (continued)

**June (con't):** Y Race Series – Father's Day Run – Lime Hollow Nature Center  
June 15<sup>th</sup>

**July:** NYS Regional Sheep Dog Trials—Fetch Gate Farms, Virgil  
July 3<sup>rd</sup> – 6<sup>th</sup>

BonTon Roulet Bicycle Tour—FingerLakes Region  
July 20<sup>th</sup> – 26<sup>th</sup>

NY Jets Training Camp – SUNY Cortland  
Late July/ Early August

**August:** King of the Hill Little League Baseball Tournament – Testa Park  
August 9<sup>th</sup> & 10<sup>th</sup>

Southern Tier Bow Hunters Championships—Izzak Walton League  
August 24<sup>th</sup>

**September:** Y Race Series – Chiro Run – SUNY Cortland  
September 14<sup>th</sup>

Fall Brawl AAU Basketball Tournament  
Date: TBD

**October:** Y Race Series – Pumpkin Run – Court Street  
October 4<sup>th</sup>

Leaf Peeper Half Marathon—Yaman Park  
October 19<sup>th</sup>

McDonald School Fall Feis – JM McDonald Sports Complex  
October 19<sup>th</sup>

**November:** Section III Girls Soccer Championships – SUNY Cortland  
November 1<sup>st</sup>

Cornell Big Red Bowling Invitational—Cort-Lanes Bowling Alley  
November 8<sup>th</sup> & 9<sup>th</sup>

NYSPHSAA Girls Soccer Championships—SUNY Cortland, Cortland High School,  
TC3

November 14<sup>th</sup>, 15<sup>th</sup> & 16<sup>th</sup>

Y Race Series – Turkey Trot –Cortland YMCA  
November 27<sup>th</sup>



**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 2014**

**Historic District Commission**

Christine Barnes

New Member



**City of Cortland**  
DEPARTMENT OF ADMINISTRATION AND FINANCE

City Hall, 25 Court Street, Cortland, New York 13045  
Website: [www.cortland.org](http://www.cortland.org)

Phone: 607-756-7312

Fax: 607-753-3295

**To:** Mayor Brian Tobin

**From:** James D. Sponaugle / Loss Control Consultant

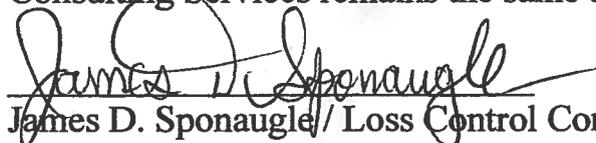
**Date:** March 10, 2014

**Re:** Loss Control Consultant - Proposal

In 2013 I performed Loss Control Consulting services to the City of Cortland regarding the City Safety Program. The role of the Loss Control Consultant was to assist Administration and Department Heads during the transition process of delegating additional roles and responsibilities for the City Safety Program directly to City Departments. Additionally I met with Department Heads and made written recommendations based interviews and reviews of the Safety & Health Programs that were in-place at that time.

I submit for your consideration a Proposal that in 2014 I would be available to continue to perform Loss Control Consulting services to the City of Cortland on a limited basis to be determined. I would provide research and investigation when requested, follow-up on recommendations submitted in 2013, attend meetings when requested, provide written reports / recommendations and provide Loss Control Consulting Services electronically and by phone.

Loss Control Consulting Services will be documented and detailed Invoices provided for all work performed. The hourly rate for Loss Control Consulting Services remains the same at \$50.00 per hour.

  
James D. Sponaugle / Loss Control Consultant



## MEMO

To: Common Council  
From: Mayor Brian Tobin *BT*  
Re: Support of hiring Jim Sponaugle as a, "Loss Control Consultant"  
Date: March 14, 2014

---

Years ago Jim Sponaugle worked for the City as a full-time employee, and he coordinated and oversaw issues related to safety of employees. When he retired, the responsibilities were shifted to the employee in Buildings and Grounds. Upon his retirement, we did not have an appropriate person to delegate the responsibilities to. After consultation with department heads, Common Council was asked to approve the hiring of Mr. Sponaugle on a part-time basis to review where the City stands with management of our safety training for our employees.

I am pleased to report that after last year, we have improved our standing with regards to training, both required and optional. There are some minor adjustments we need to make to keep our safety training up to industry standards. In order to continue to keep our employees appropriately trained, and to assist with supervision of our safety program I am asking Council to authorize the Mayor to enter into an agreement with Mr. Sponaugle to serve as a, "Loss Control Consultant". In this role, Mr. Sponaugle would:

1. Meet with department heads bi-annually to review what safety training has occurred, and what is being planned.
2. Be available for consultation on an as needed basis.

Cost for said services would be \$50/hour, and we will cap it at \$5,000/year. I encourage Council to approve this request, and if you desire further information feel free to reach out to department heads to learn more about the need for us to have someone who can be a resource to maintain our training program at a high level.

**AGREEMENT**

**THIS AGREEMENT**, made and entered this day of March \_\_\_\_, 2014, by and between the **City of Cortland, NEW YORK**, a municipal corporation under the law of the State of New York (herein sometimes called "City"), and James D. Sponaugle – Loss Control Consultant (hereinafter sometimes called "Contractor"), with offices at 25 Court Street, Cortland, NY 13045.

**WITNESSETH:**

**WHEREAS**, the City is in need of loss control consultant services regarding the City Safety Program; and

**WHEREAS**, retaining the loss control consultant to assist administration, department heads, to reviewing safety and health programs; and

**WHEREAS**, James D. Sponaugle has performed these services on a as needed basis and is available to continue to perform these services;

**NOW, THEREFORE**, upon the mutual agreements of the parties:

1. The City shall retain the services of James D. Sponaugle as loss control consultant for a term of one year from the date of this agreement.
2. James D. Sponaugle will perform: loss control and consulting services by providing research and investigation when requested; Follow-up on recommendations regarding previous safety and health programs; Attend meetings when requested; Provide written reports and recommendations; Provide Loss Control Consulting Services electronically and by phone; Provide documents and detailed invoices for all work performed.
3. The city shall pay contractor for Loss Control Consulting Services at a rate of \$50.00 per hour, not to exceed \$5,000.00 on an annual basis.

---

Brian Tobin, Mayor

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James D. Sponaugle, Loss Control Consultant